

Marysville City Council Work Session**April 6, 2020****7:00 p.m.****Teleconference****PUBLIC NOTICE:**

Pursuant to Governor Inslee's Proclamation 20-28, in an effort to curtail the spread of the COVID-19 virus, City Council Meetings and Work Sessions will take place by teleconference. Councilmembers and members of the public will not attend in person.

To listen to the Work Session:**Dial in (Toll Free): 1-866-899-4679****Access Code: 411 759 133****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. Approval of the February 24, 2020 City Council Meeting Minutes
2. Approval of the March 2, 2020 City Council Meeting Minutes
3. Approval of the March 23, 2020 City Council Meeting Minutes

Consent

4. Approval of the March 25, 2020 Claims in the Amount of \$1,525,408.96 Paid by EFT Transactions and Check Numbers 139196 through 139441 with Check Number 139149 Voided.
5. Approval of the April 1, 2020 Claims in the Amount of \$5,725,526.02 Paid by EFT Transactions and Check Numbers 139442 through 139738 with No Check Numbers Voided.

Review Bids

Work Sessions are for City Council study and orientation – Public Input will be received at the April 13, 2020 City Council meeting.

Marysville City Council Work Session

April 6, 2020

7:00 p.m.

Teleconference

6. Consider the 83rd Ave NE and Soper Hill Rd Intersection Improvement Project Contract with Reece Construction in the Amount of \$773,059.70 and Approve a Management Reserve of \$77,305.97, for a Total Allocation of \$850,365.67

7. Consider the 2020 Biosolids Removal and Reuse Project Contract with American Process Group, Inc. in the Amount of \$8,397,697.00 and Approve a Management Reserve of \$419,884.85, for a Total Allocation of \$8,817,581.85

Public Hearings

New Business

8. Consider the Renewal Amendment Inter-local with State of Washington Department of Corrections for Community Correction Officer Assignment

9. Consider an Agreement with Benefit Coordinators Corporation

10. Consider an Agreement with Premera Blue Cross

11. Consider an Agreement with Delta Dental of Washington

12. Consider an Agreement with Navia Benefit Solutions

13. Consider the Supplemental Professional Services Agreement with KeyBank National Association

14. Consider a **Resolution** Delegating Contracting Authority, Establishing Minimum Procurement Procedures, and Repealing Resolution No. 2469

15. Consider an **Ordinance** Temporarily Designating the Everett Herald as the Official Newspaper during the COVID-19 Emergency (**Action Requested 4/6**)

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Adjournment/Recess

Executive Session

A. Litigation

Work Sessions are for City Council study and orientation – Public Input will be received at the April 13, 2020 City Council meeting.

Marysville City Council Work Session
7:00 p.m.

April 6, 2020

Teleconference

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 business days prior to the meeting date if any special accommodations are needed for this meeting.

Index #1

City Council



**1049 State Avenue
Marysville, WA 98270**

**Regular Meeting
Minutes
February 24, 2020**

Call to Order

Mayor Nehring called the meeting to order at 7:00 p.m.

Invocation

Pastor Greg Kanehen gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Council President Kamille Norton, Councilmember Jeff Vaughan, Councilmember Tom King, Councilmember Mark James, Councilmember Michael Stevens, Councilmember Steve Muller, Councilmember Kelly Richards

Staff: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Interim Police Chief Jeff Goldman, Fire Chief Martin McFalls, Public Works Director Kevin Nielsen, Parks & Recreation Director Tara Mizell, Community Development Director Jeffrey Thomas, City Attorney Jon Walker, Public Relations Administrator Connie Mennie

Approval of the Agenda

Motion to Approve the Agenda moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

Committee Reports

Council President Norton reported on the February 13 Public Safety Committee meeting where they discussed the hiring status, crime rates, enforcement of the Twin Lakes area, and the recent homicide trial.

Councilmember King reported that the Department of Housing and Urban Development released more funds than expected for the Community Development Block Grants so the Committee was able to distribute more funds to the recipients. He also reported on the recent Fire Board meeting where they had an oath of office for a new firefighter. They will continue to tour older fire stations. They are discussing meeting jointly with District 15.

Presentations

A. Census 2020

Cynthia Collefine and Brenda Castin with the Census Bureau discussed the importance of the census and soliciting help with the census.

B. Update from Marysville Pickleball Club – Tom Lamoureux

Doug Schafer, Vice President, Marysville Pickleball Club gave an update on pickleball in Marysville and requesting that the City budget money for a better place to play.

Audience Participation

Steven Lane, 4605 84th Street NE, Marysville, discussed traffic concerns on 84th Street NE between State Avenue and 51st. He would like to see improvements for the students and pedestrians in that area and enforcement of speeding cars.

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

Consent

1. Approval of the February 5, 2020 Claims in the Amount of \$303,257.01 Paid by EFT Transactions and Check Number's 137992 through 138120 with Check Number 137737 Voided
2. Approval of the February 12, 2020 Claims in the Amount of \$987,260.37 Paid by EFT Transactions and Check Number's 138121 through 138270 with Check Numbers 133645, 136331, 137536 & 137911 Voided

- 3. Approval of the February 19, 2020 Claims in the Amount of \$984,026.13 Paid by EFT Transactions and Check Number's 138271 through 138373 with Check Number 138231 Voided
- 4. Approval of the February 20, 2020 Payroll in the Amount of \$1,435,646.77 Paid by EFT Transactions and Check Number's 32942 through 32963

Motion to Approve Consent Agenda items 1-4 moved by Councilmember King seconded by Councilmember James.

AYES: ALL

Review Bids

Public Hearings

New Business

- 5. Consider Approving the Snohomish County Human Services Grant Renewal
- Director Mizell reviewed this item. There were no comments or questions.

Motion to Approve authorizing the Mayor to sign the Snohomish County Human Services Grant Renewal Contract moved by Councilmember Stevens seconded by Councilmember Richards.

AYES: ALL

- 6. Consider Approving Change Order Number One with Coast to Coast Turf in the Amount of \$38,527.23 for the Cedar Field Turf and Lighting Improvement

Director Nielsen reviewed this item. He explained it would actually be a Supplemental Agreement instead of a Change Order. City Attorney Walker clarified that staff was asking the Council to approve Supplemental Agreement Number One.

Motion to Approve authorizing the Mayor to sign the Supplemental Agreement Number One with Coast to Coast Turf in the Amount of \$38,527.23 for the Cedar Field Turf and Lighting Improvement moved by Councilmember James seconded by Councilmember King.

AYES: ALL

- 7. Consider Approving the Interlocal Agreement to Transfer Arlington Warrants and Orders to the Arlington Police Department

City Attorney Walker reviewed items 7 and 8 related to Arlington's decision to transfer its court services to the Cascade Division of the Snohomish County District Court.

Motion to Approve the Interlocal Agreement to Transfer Arlington Warrants and Orders to the Arlington Police Department moved by Councilmember James seconded by Councilmember Stevens.

AYES: ALL

8. Consider Approving the Sixth Amendment to the Interlocal Agreement with Arlington for Court Services

City Attorney Walker reviewed this item.

Motion to Approve authorizing the Mayor to sign the Sixth Amendment to the Interlocal Agreement with Arlington for Court Services moved by Councilmember Stevens seconded by Councilmember Richards.

AYES: ALL

9. Consider Approving a Resolution of the City of Marysville for Acceptance of a Gift from Marysville Little League Subject to Conditions

Mayor Nehring introduced Little League representatives in the audience. Director Mizell thanked Little League for all their help with this project.

Motion to Approve Resolution No. 2484 moved by Council President Norton seconded by Councilmember Muller.

AYES: ALL

Legal

Mayor's Business

Mayor Nehring had the following comments:

- February 14 was the EASC (Economic Alliance Snohomish County) Lobby Day in Olympia where there was good news regarding Senator Hobbs' Transportation Budget.
- He has been meeting with Marysville School District Superintendent Thompson regarding a potential internship this summer.
- He recognized Director Langdon for earning Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting for the Comprehensive Annual Financial Report for the Fiscal Year ending in 2018.
- He also recognized Council President Norton for receiving her Association of Washington Cities' (AWC) Certificate of Municipal Leadership.
- He will be delivering the public State of the City address tomorrow at the Opera House.
- He recognized both Marysville high school basketball teams for their achievements this year.

Staff Business

City Attorney Walker stated there was no need for an Executive Session. He also reported that a lawsuit against the City had been closed.

Interim Chief Goldman reported that the new custody officer, Darby Boggs, will be graduating this Friday. The part-time park ranger position has been filled. He gave an update on new hires.

Director Thomas had no comments.

Chief McFalls reported that 11 new part-time firefighters started today. He congratulated Director Langdon and Council President Norton on their achievements. He is looking forward to the State of the City.

Public Relations Administrator Mennie had no comments.

Director Mizell had no further comments.

Director Nielsen reported that the street trees on State Avenue will be replaced this spring.

CAO Hirashima had no comments.

Call on Councilmembers

Councilmember Vaughan had no comments.

Councilmember James had no comments.

Councilmember King congratulated Council President Norton and Finance Director Langdon and her staff. He reported that he walked and drove the improvements on Alder between 3rd and 4th. This is a nice improvement in that area.

Councilmember Stevens thanked Little League and pickleball representatives for attending the meeting and providing these activities for the community.

Councilmember Richards had no comments.

Councilmember Muller said he is excited to see the improvements at Cedar Field. He will not be able to attend the Public Works meeting on March 6. He will also be unable to attend the Council meeting on March 2. The City Campus site is looking good.

Council President Norton congratulated Director Langdon for her achievement. She agreed it was an exciting weekend for Marysville basketball.

Adjournment

Motion to Adjourn moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

The meeting adjourned at 8:01 p.m.

Approved this _____ day of _____, 2020.

Mayor
Jon Nehring

Index #2

City Council



**1049 State Avenue
Marysville, WA 98270**

**Regular Meeting
Minutes**

March 2, 2020

Call to Order

Mayor Nehring called the meeting to order at 7:00 p.m.

Invocation

Pastor Aaron Thompson gave the invocation.

Pledge of Allegiance

Mayor Nehring led those present in the Pledge of Allegiance.

Roll Call

CAO Hirashima called the roll.

Present:

Mayor: Jon Nehring

Council: Council President Kamille Norton, Councilmember Mark James, Councilmember Tom King, Councilmember Kelly Richards, Councilmember Michael Stevens, Councilmember Jeff Vaughan

Staff: Chief Administrative Officer Gloria Hirashima, Interim Police Chief Jeff Goldman, Finance Director Sandy Langdon, City Attorney Jon Walker, Parks & Recreation Director Tara Mizell, Public Works Director Kevin Nielsen, Community Development Director Jeffrey Thomas, Cedarcrest Golf Course Pro Shayne Day, Information Services Manager Worth Norton, Risk/Emergency Management Manager Diana Rose, Assistant Fire Chief Jeff Cole

Absent: Councilmember Steve Muller

Approval of the Agenda

Motion to approve the agenda moved by Councilmember King seconded by Councilmember Richards.

Motion carried 6 – 0.

Committee Reports

Councilmember Richards reported on the Snohomish County Tomorrow meeting.

Motion to excuse the absence of Councilmember Muller tonight moved by Councilmember Richards seconded by Council President Norton.

Motion carried 6 – 0.

Presentations

A. Custody Officer Swearing-in

Interim Chief Goldman introduced new Custody Officer Darby Boggs who was then sworn in by Mayor Nehring.

B. Cedarcrest Golf Course Annual Report

Premier Golf and Golf Course Pro Day made a presentation regarding Cedarcrest Golf Course Annual Report. The presentation covered weather in 2019 and gave an overview of revenue, expenses, public outreach, challenges, and a forecast for the coming year. Mayor Nehring thanked everyone for the great work up at the golf course.

Councilmember King asked about the cart paths. Golf Pro Day explained they are pretty good, but some spots have roots.

Audience Participation

Mayor Nehring solicited public comments; there were none.

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

1. Approval of the January 27, 2020 City Council Meeting Minutes

Motion to approve the January 27, 2020 City Council Meeting Minutes moved by Councilmember Stevens seconded by Councilmember King.

Motion carried 6 – 0.

2. Approval of the February 3, 2020 City Council Work Session Minutes

Councilmember Stevens stated he would be abstaining as he did not attend the February 3 meeting.

Motion to approve the February 3, 2020 City Council Work Session Minutes moved by Councilmember King seconded by Councilmember Richards.

Motion carried 5 - 0 with Councilmember Stevens abstaining.

3. Approval of the February 10, 2020 City Council Meeting Minutes

Council President Norton stated she would be abstaining as she did not attend the February 10 meeting.

Motion to approve the February 10, 2020 City Council Meeting Minutes moved by Councilmember Stevens seconded by Councilmember King.

Motion carried 5 – 0 with Council President Norton abstaining.

Consent

4. Approval of the February 26, 2020 Claims in the Amount of 1,283,926.93 Paid by EFT Transactions and Check Numbers 138374 through 138578 with No Check Numbers Voided

Motion to approve Consent Agenda Item 4 moved by Council President Norton seconded by Councilmember Richards.

Motion carried 6 – 0.

Review Bids

Public Hearings

New Business

5. Consider Approving the Renewal Agreement with Jeffrey and Karen Pickard as Caretakers for the Deering Wildflower Acres Park

Director Mizell explained this is a standard contract with the caretakers. There were no comments or questions.

Motion to authorize the Mayor to sign and execute the Renewal Agreement with Jeffrey and Karen Pickard as Caretakers for the Deering Wildflower Acres Park moved by Councilmember King seconded by Councilmember James.

Motion carried 6 – 0.

6. Consider Approving the 2019 Citywide Roadway Re-Striping Project with Stripe-Rite, Inc., and Starting the 45-Day Lien Filing Period for Project Closeout

Director Nielsen explained this would start the 45-day lien period.

Motion to authorize the Mayor to accept the 2019 Citywide Roadway Re-Striping Project with Stripe-Rite, Inc., and Starting the 45-Day Lien Filing Period for Project Closeout moved by Councilmember James seconded by Councilmember King.

Motion carried 6 – 0.

7. Consider Approving Two Contracts with Wave Business Solutions for Fiber to the Sunnyside Treatment Plant and Opera House

IT Manager Norton reviewed this item related to improving fiber connections to the Sunnyside Treatment Plant and the Opera House.

Motion to authorize the Mayor to sign and execute two contracts with Wave Business Solutions for Fiber to the Sunnyside Treatment Plant and Opera House moved by Councilmember King seconded by Councilmember Richards.

Motion carried 6 – 0.

8. Consider Approving the Disaster Assistance Grant Amendment with State of Washington Military Department in the Amount of \$547,334.00

Risk/Emergency Management Manager Rose reported on a grant the City received for the waterfront area. CAO Hirashima commended her for her work on the grant.

Motion to authorize the Mayor to sign and execute the Disaster Assistance Grant Amendment with State of Washington Military Department in the Amount of \$547,334.00 and any associated amendments that do not alter the underlying purpose of the grant moved by Council President Norton seconded by Councilmember James.

Motion carried 6 – 0.

9. Consider Approving the Public Assistance Grant with Washington State Employment Security Department and Washington Service Corps

Risk/Emergency Management Manager Rose reviewed this item.

Motion to authorize the Mayor to sign and execute the Public Assistance Grant with Washington State Employment Security Department and Washington Service Corps moved by Councilmember Stevens seconded by Council President Norton.

Motion carried 6 – 0.

10. Consider Approving the Arlington Municipal Airport Use Agreement

Interim Chief Goldman reviewed this item which is necessary for training exercises.

Motion to authorize the Mayor to sign the Arlington Municipal Airport Use Agreement moved by Councilmember James seconded by Councilmember Richards.

Motion carried 6 – 0.

Legal

Mayor's Business

Mayor Nehring had the following comments:

- Thanks to the Council for the productive retreat last week.
- He attended a ground-breaking event for Flooring Direct on State Avenue to welcome them to the community.
- Economic Alliance Economic Forecast meeting was interesting last week as they walked through different economic scenarios related to the coronavirus.
- He discussed the City's coordinated response to the coronavirus.

Staff Business

Interim Chief Goldman thanked Human Resources for continuing to provide excellent candidates for the Police Department. The Police Department is coordinating a response to the coronavirus with the Snohomish County Jail and the City of Lynnwood.

Director Thomas reported on the Mayor's Task Force for Growth Management meeting which was held today. He noted that there will be a meeting next Wednesday at 5:30 p.m. for property owners in the Cascade Industrial Center with the City and the Port of Everett to get an update and to get questions answered.

Assistant Chief Cole reported that the Fire District is also working hard to prepare for the coronavirus situation.

Director Mizell reported that the Parks Department is making decisions about how to proceed and keep everyone safe.

Director Nielsen thanked Councilmember Richards for the update on 156th. This will be a nice project.

City Attorney Walker had no further comments.

CAO Hirashima congratulated Interim Chief Goldman on the new hire they welcomed tonight. She also thanked the Mayor and Council on the productive retreat. Congratulations for the grant on 156th Street. Great job to Public Works to immediately capitalize on the MIC designation and apply for the grant.

Call on Councilmembers

Councilmember Vaughan gave highlights from the Snohomish County Board of Health special meeting tonight regarding the coronavirus. The meeting was streamed on Facebook and can be viewed there.

Councilmember James congratulated Interim Chief Goldman on the new hires. He also thanked Risk/Emergency Management Manager Rose for the update and congratulations on the grant. Thanks also to the staff for the retreat which went really well.

Councilmember King also thanked staff for the retreat.

Councilmember Stevens also expressed appreciation for the retreat which was very thorough.

Councilmember Richards thanked staff for the informative retreat. He is looking forward to going to Washington DC.

Council President Norton thanked Council for making time for the retreat and thanks to staff for their work and presentations. Congratulations to staff for the grants.

Adjournment

The meeting was adjourned at 8:11 p.m.

Approved this _____ day of _____, 2020.

Mayor
Jon Nehring

Index #3

City Council



**1049 State Avenue
Marysville, WA 98270**

**Regular Meeting
Minutes**

March 23, 2020

Call to Order

Mayor Nehring called the meeting to order at 7:00 p.m.

Invocation

Pledge of Allegiance

Mayor Nehring led those present in the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Council President Kamille Norton, Councilmember Jeff Vaughan, Councilmember Mark James, Councilmember Tom King, Councilmember Kelly Richards, Councilmember Michael Stevens, Councilmember Steve Muller

Staff: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney Jon Walker, IT Manager Worth Norton

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Muller seconded by Council President Norton.

AYES: ALL

Committee Reports

Councilmember King reported on last Wednesday's Fire Board meeting and talked about precautions they are taking for the firefighters.

Councilmember Vaughan reported on the Snohomish County Board of Health meeting held on March 18. The Executive Board was given power to act on behalf of the whole board for a short time in order to help the Board of Health be more nimble. This will greatly help during this crisis. They also discussed the amount of time this is taking for staff, and policy decisions were made surrounding that. There was an update on the number of coronavirus cases and coordination efforts with CDC and NIH.

Presentations

Audience Participation

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

Consent

1. Approval of the March 4, 2020 Claims in the Amount of \$626,629.13 Paid by EFT Transactions and Check Numbers 138579 through 138784 with Check Number 138551 Voided
2. Approval of the March 5, 2020 Payroll in the Amount of \$1,453,154.94 Paid by EFT Transactions and Check Numbers 32964 through 32992 with Check Number 32963 Voided
3. Approval of the March 11, 2020 Claims in the Amount of \$2,011,035.03 Paid by EFT Transactions and Check Numbers 138785 through 138995 with Check Number 138595 and 138788 Voided
4. Approval of the March 18, 2020 Claims in the Amount of \$650,316.49 Paid by EFT Transactions and Check Numbers 138996 through 139195 with No Check Numbers Voided
5. Approval of the March 20, 2020 Payroll in the Amount of \$1,590,282.54 Paid by EFT Transactions and Check Numbers 32993 through 33018

Motion to approve Consent Agenda items 1-5 moved by Council President Norton seconded by Councilmember King.

AYES: ALL

Review Bids

Public Hearings

New Business

6. Consider Approving the Lease Agreement with Marysville Little League for the Use of Cedar Fields

CAO Hirashima reviewed the Little League contract for Cedar Fields. Because of the current situation Director Mizell had expressed concern that the public may not be able to gather at the fields and suggested potentially waiving a proportionate amount of the lease if it ends up they are unable to use the fields. City Attorney Walker drafted some language, "to authorize the Chief Administrative Officer to agree to amend the rent term of the lease agreement with Marysville Little League in the event the Little League is unable to utilize the field due to the COVID-19 emergency."

Motion to authorize the Mayor to sign the Lease Agreement with Marysville Little League for the Use of Cedar Fields as amended moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

7. Consider Approving an Amendment to the Golf Course Management Agreement with Premier Golf Centers, LLC

CAO Hirashima explained this is an agreement with Premier Golf to continue management of Cedarcrest Golf Course.

Councilmember Vaughan asked who drafted the amendments showing the prior language and the new language. City Attorney Walker replied that Premier drafted it, but he approved it. Councilmember Vaughan commented on his difficulty making sense of the format. He requested a summary on the delta and said he wasn't comfortable moving forward until he had more clarity on this.

CAO Hirashima contacted Director Mizell who indicated that the changes to the agreement were more housekeeping than anything else. The management fee did not change. The changes made clarified CPIW as the basis for the change. The other clarification had to do with the base year for the bonus. Other than that it is basically a continuation of the prior agreement. Clarification questions and answers followed.

Motion to approve the Amendments to the Golf Course Management Agreement with Premier Golf Centers, LLC moved by Council President Norton seconded by Councilmember Muller.

AYES: ALL

8. Consider Approving an Interlocal Agreement with the City of Lake Stevens for Outdoor Video Services

Mayor Nehring explained this is a continuation of the same agreement.

Motion to authorize the Mayor to sign and execute the Interlocal Agreement with the City of Lake Stevens for Outdoor Video Services moved by Councilmember King seconded by Councilmember James.

AYES: ALL

9. Consider Approving the Communication Site Sublease/License with the FBI

City Attorney Walker reviewed this item.

Councilmember James expressed concern about the difficult access and asked if this had been factored into the price. City Attorney Walker explained that the difficult access has to do with the fact that the tower is owned by SERS; it doesn't have anything to do with the FBI. The additional security has to do with the SERS radio system. Public Works is looking into putting in a different access.

Motion to authorize the Mayor to sign and execute the Communication Site Sublease/License with the FBI moved by Councilmember James seconded by Councilmember King.

AYES: ALL

10. Consider Approving the Interlocal Agreement for Information Technology Services with Marysville Regional Fire Authority

IT Manager Worth Norton explained this is formalizing a long-term agreement the City has had with the Fire District.

Council President Norton asked if it was clear that the City would not be held responsible for any public requests for the RFA. City Attorney Walker responded to this concern and explained how language was drafted to protect the City.

Motion to authorize the Mayor to sign the Interlocal Agreement for Information Technology Services with Marysville Regional Fire Authority moved by Councilmember Stevens seconded by Councilmember Richards.

AYES: ALL

11. Consider Approving a Resolution Authorizing Remote Attendance at Council Meetings

City Attorney Walker reviewed this item related to allowing remote attendance by Council members.

Councilmember James suggested making this more general language instead of specific to COVID-19 so that it could be usable in the future for other emergencies. City Attorney Walker replied that was possible, but recommended approving this now and working out amendments later. Councilmember Vaughan suggested waiting and seeing how this works before making changes.

Motion to adopt Resolution 2485 moved by Councilmember Vaughan seconded by Councilmember Richards.

AYES: ALL

12. Consider Approving One Additional Custodian Position

CAO Hirashima summarized this item and emphasized the importance of janitorial services during this COVID-19 emergency. Having the ability to hire additional custodial staff will pay for itself in not having to outsource cleaning services which are at a premium right now. Mayor Nehring concurred on the benefits of increasing in-house custodial staff.

Councilmember King asked about the status of the two positions that were already approved. CAO Hirashima explained they would be starting this week.

Council President Norton referred to the agreement with the Teamsters which states seasonal limitations. CAO Hirashima explained it is about the equivalent of a full-time employee or two part-time employees. These will be used to augment the two-full time employees until someone else is hired. Council President Norton expressed concern about bringing on an employee for two full years when the need for the additional cleaning hopefully won't be that long. She also commented on the unknown factor of the new civic center's needs for custodial services.

Councilmember Muller asked if the City is providing any special training beyond basic custodial duties due to the COVID-19 emergency. CAO Hirashima explained that the City would provide any training that is necessary for them. The City will be ordering the same equipment that the school district janitorial services are using for disinfecting.

Councilmember Vaughan recommended deferring this decision until there is time to see what the two employees can actually accomplish. He agrees with Council President Norton that he didn't want to be stuck with three people in two years when only two are potentially needed. Mayor Nehring acknowledged that it is a tricky situation because the urgent need is from now forward. He noted that there is a six-month probation period for every employee. Various scenarios were discussed.

Mayor Nehring suggested having Council authorize the search for another employee, but then requiring it to come back to Council before actually extending an offer. CAO Hirashima concurred.

Motion to start the posting process and come back to Council prior to making an offer for one additional Custodian Position moved by Councilmember Stevens seconded by Councilmember King.

AYES: ALL

13. Consider Approving an Ordinance Amending Chapter 14.05 MMC to Permit Deferred Payment Plans and Waiver of Service Charges Due to COVID-19

City Attorney Walker reviewed this item and answered general clarification questions.

Motion to adopt Ordinance No. 3147 moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

Legal

Mayor's Business

Mayor Nehring gave a summary of the COVID-19 situation and the many different ways the City is preparing. He expressed confidence that the City will get through this and get on to brighter days.

Staff Business

Director Langdon explained her staff was busy working on the stimulus matter.

City Attorney Walker had no further comments.

CAO Hirashima referred back to the contract with Premier and stated that Director Mizell had clarified this is the second year Premier has gotten a bonus. She then explained that due to the Governor's orders, the golf course and skate park will be closing tomorrow; public restrooms will be closing on Wednesday.

Call on Councilmembers

Councilmember Vaughan thanked staff for all their hard work. He appreciated the clarification by the Governor in his press conference. He thanked Mayor Nehring for his leadership and his sensitivity to the impacts to business. He discussed the many challenges specific to businesses who are trying keep their businesses afloat and to move their activities online. He suggested having conference calls as a Council to get updates from the Mayor and staff.

Councilmember James expressed appreciation for Councilmember Vaughan's remarks. He agreed with doing what they can to help businesses rebound from this when it is over. He spoke to the positive things he is seeing in families spending more time together. He addressed the public restroom closures, and noted that this will cause a difficulty at the boat launch location due to the length of trail. He requested that one stay open if possible. CAO Hirashima explained the difficulty of balancing the need for restrooms and the cleanliness issue, but indicated they could consider it. There was consensus to leave that the waterfront restroom open for now and see how it goes.

Councilmember King concurred that many businesses are worried. He commended the food bank for the important work they do. He commented that the food bank is not seeing the donations from the stores that they usually do. CAO Hirashima commented that the City's Emergency Management Team has been looking into this issue to see if a Community Appointed Distribution should be activated at this point. They will be working with the food bank to problem solve.

Councilmember Stevens (inaudible).

Councilmember Richards (inaudible).

Councilmember Muller (inaudible).

Council President Norton asked if the State or County had changed or delayed tax collections. Finance Director Langdon explained that county staff has indicated they are expecting some change, but they don't know what it is yet. Council President Norton concurred with any additional connectivity that might be possible during this crisis. She agreed that the impact to small businesses has been heartbreaking. She also agreed with the need for the bathroom at the waterfront park. She thanked staff for all their work they are doing during this time.

Adjournment

Motion to adjourn the meeting moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

The meeting was adjourned at 8:38 p.m.

Approved this _____ day of _____, 2020.

Mayor
Jon Nehring

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 13, 2020

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 March 25, 2020 claims in the amount of \$1,525,408.96 paid by EFT transactions and Check No.'s 139196 through 139441 with Check No. 139149 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS

FOR

PERIOD-3

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,525,408.96 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 139196 THROUGH 139441 WITH CHECK NO. 139149 VOIDED** 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 APRIL 2020**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/19/2020 TO 3/25/2020

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139196	BENEFTI COORDINATORS	GROUP AMDIN FEES APRIL 2020	MEDICAL CLAIMS	15,586.70
139197	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 3/8-3/14	MEDICAL CLAIMS	88,506.54
139198	REVENUE, DEPT OF	TAXES-FEB 2020	COMMUNITY	1.05
	REVENUE, DEPT OF		CITY CLERK	3.07
	REVENUE, DEPT OF		POLICE ADMINISTRATION	25.76
	REVENUE, DEPT OF		ER&R	92.89
	REVENUE, DEPT OF		GOLF ADMINISTRATION	151.45
	REVENUE, DEPT OF		WATER/SEWER OPERATION	231.82
	REVENUE, DEPT OF		GENERAL FUND	316.34
	REVENUE, DEPT OF		GOLF COURSE	3,087.80
	REVENUE, DEPT OF		STORM DRAINAGE	6,705.91
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	32,602.82
	REVENUE, DEPT OF		UTIL ADMIN	69,233.36
139199	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 3/15-3/21	MEDICAL CLAIMS	42,136.70
139200	AKANA	WWTP HEADWORKS PROJECT	SEWER CAPITAL PROJECTS	15,432.75
	AKANA		SEWER CAPITAL PROJECTS	23,063.10
139201	ALBRIKTSEN, CHELSEA	RENTAL FEE REFUND	PARKS-RENTS & ROYALTIES	135.00
139202	ALCORN, YOLANDA	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139203	ALL BATTERY SALES &	BATTERY	EQUIPMENT RENTAL	174.05
139204	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	109.75
139205	ALS TRUCK PARTS	USED DRIVERS SEAT ASSEMBLY #J002	EQUIPMENT RENTAL	710.45
139206	AMAZON CAPITAL	CANDY CREDIT	RECREATION SERVICES	-161.36
	AMAZON CAPITAL	HAND SANITIZER CREDIT	POLICE PATROL	-136.56
	AMAZON CAPITAL	MEDICAL GLOVES	COMMUNITY	30.46
	AMAZON CAPITAL	AIR PURIFIER	EXECUTIVE ADMIN	98.36
	AMAZON CAPITAL	HAND SANITIZER	POLICE PATROL	136.56
	AMAZON CAPITAL	CANDY	RECREATION SERVICES	161.36
139207	AMERICAN CLEANERS	DRY CLEANING	POLICE INVESTIGATION	43.34
	AMERICAN CLEANERS		POLICE ADMINISTRATION	51.97
	AMERICAN CLEANERS		OFFICE OPERATIONS	64.76
	AMERICAN CLEANERS		POLICE PATROL	84.30
	AMERICAN CLEANERS		DETENTION & CORRECTION	103.15
139208	ANALYTICAL RESOURCES	BIOSOLIDS ANALYSIS	WASTE WATER TREATMENT	5,916.75
139209	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.56
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	113.45
139210	AUTOMATIC DOOR & GAT	PED GATE CLOSER AND CLOSING SPRING	PUBLIC SAFETY BLDG	983.70
139211	AVELLANEDA, JEN	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139212	BANK OF AMERICA	REGISTRATION	COMMUNITY	125.00
139213	BANK OF AMERICA	TRAVEL EXPENSE	YOUTH SERVICES	40.00
	BANK OF AMERICA		YOUTH SERVICES	392.80
139214	BANK OF AMERICA	EMBEDDED SOCIAL WORKER PROGRAM	EMBEDDED SOCIAL WORKER	742.17
139215	BANK OF AMERICA	BINOCULARS, TOOLS AND SOLVENT	POLICE TRAINING-FIREARMS	747.23
139216	BANK OF AMERICA	TRAINING AND SUPPLIES	POLICE PATROL	54.87
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	695.00
139217	BANK OF AMERICA	TRAVEL AND SUPPLIES	PROBATION	508.42
	BANK OF AMERICA		MUNICIPAL COURTS	603.10
139218	BANK OF AMERICA	TRAINING AND TRAVEL EXPENSES	POLICE PATROL	253.94

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139218	BANK OF AMERICA	TRAINING AND TRAVEL EXPENSES	YOUTH SERVICES	541.80
	BANK OF AMERICA		PRO ACT TEAM	725.73
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	1,734.00
	BANK OF AMERICA		OFFICE OPERATIONS	1,992.33
139219	BARKER, REBECCA	EVENT CANCELLATION REFUND	PARKS-RECREATION	17.50
139220	BARRETT, SUZANNE		PARKS-RECREATION	17.50
139221	BASILE, NATHALIE	UB REFUND	WATER/SEWER OPERATION	10.22
139222	BATES, KAYLEE	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139223	BEERS, DAVID		PARKS-RECREATION	84.87
139224	BHC CONSULTANTS	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	3,175.00
	BHC CONSULTANTS		WASTE WATER TREATMENT	4,547.50
	BHC CONSULTANTS		WASTE WATER TREATMENT	6,880.00
	BHC CONSULTANTS		WASTE WATER TREATMENT	21,378.05
139225	BICKFORD FORD	IGNITION COILS AND SPARK PLUGS	EQUIPMENT RENTAL	330.70
	BICKFORD FORD	BRAKE ROTORS, PADS AND COOLANT	ER&R	548.40
139226	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	2,237.34
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,973.10
139227	BLACK, DIANA	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139228	BOLDEN, JESSICA		PARKS-RECREATION	17.50
	BOLDEN, JESSICA		PARKS-RECREATION	17.50
139229	BRAVE, ANGEL		PARKS-RECREATION	16.67
139230	BRENNAN, SHANNON	INSTRUCTOR SERVICES	COMMUNITY CENTER	144.00
	BRENNAN, SHANNON		COMMUNITY CENTER	243.00
139231	BROOKS, DIANE E		RECREATION SERVICES	312.00
139232	BUCY, OLIVER	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139233	BURLINGAME, GARY		PARKS-RECREATION	12.50
139234	BYDE, SHO		PARKS-RECREATION	84.87
139235	CADMAN MATERIALS INC	ASPHALT	SIDEWALKS MAINTENANCE	1,526.60
139236	CALEY, JEREMY	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139237	CARBAJAL, NORMAN		PARKS-RECREATION	84.87
139238	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	12,836.50
139239	CASTLE, JENNIFER	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139240	CD SMITH CONSTRUCTIO	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONMN	-713.50
	CD SMITH CONSTRUCTIO		WATER/SEWER OPERATION	1,150.00
139241	CENTRAL WELDING SUPP	VESTS	ER&R	152.48
	CENTRAL WELDING SUPP	TSHIRTS	ER&R	209.86
	CENTRAL WELDING SUPP	HOODIES AND SWEATSHIRTS	ER&R	741.33
	CENTRAL WELDING SUPP	GLOVES AND WIPES	ER&R	985.25
139242	CHRISTOFFERSEN,CHRIS	EVENT CANCELLATION REFUND	GENERAL FUND	250.00
	CHRISTOFFERSEN,CHRIS		PARKS-RECREATION	1,550.00
139243	CI TECHNOLOGIES INC	IA PRO RENEWAL	POLICE ADMINISTRATION	1,910.17
139244	CLARK, KATHLEEN	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139245	COAST TO COAST TURF	PAY ESTIMATE #3	GMA-PARKS	147,039.04
139246	COASTAL FARM & HOME	GAS CANS	ROADSIDE VEGETATION	19.64
	COASTAL FARM & HOME	JEANS-CALLAHAN	GENERAL	39.34
	COASTAL FARM & HOME	SIDE WIND TUBE AND COUPLERS	ROADWAY MAINTENANCE	50.90
	COASTAL FARM & HOME	BOOTS-GEIST	UTIL ADMIN	122.41
	COASTAL FARM & HOME	GAS CANS, PRUNERS, SHEARS AND SAW	ROADSIDE VEGETATION	384.60

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139247	COGSWELL, ED	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139248	COLON, TIFFANY		PARKS-RECREATION	40.00
139249	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	286.24
139250	COMCAST	I-NET MAINTENANCE	CENTRAL SERVICES	13,208.63
139251	COMCAST	CABLE SERVICE-KBCC	COMMUNITY CENTER	36.03
139252	COMMERCIAL FIRE	ANNUAL SERVICE	MAINT OF GENL PLANT	208.75
	COMMERCIAL FIRE		SUNNYSIDE FILTRATION	352.50
	COMMERCIAL FIRE		MAINTENANCE	368.75
	COMMERCIAL FIRE		WATER FILTRATION PLANT	375.00
	COMMERCIAL FIRE		CITY HALL	594.00
	COMMERCIAL FIRE		PUBLIC SAFETY BLDG	780.00
139253	CONE, SARAH	EVENT CANCELLATION REFUND	GENERAL FUND	250.00
	CONE, SARAH		PARKS-RENTS & ROYALTIES	955.00
139254	COPIERS NORTHWEST	PRINTER CHARGES	COMMUNITY CENTER	43.53
	COPIERS NORTHWEST		PROPERTY TASK FORCE	44.11
	COPIERS NORTHWEST		GENERAL	104.26
	COPIERS NORTHWEST		LEGAL - PROSECUTION	142.81
	COPIERS NORTHWEST		PROBATION	147.85
	COPIERS NORTHWEST		WASTE WATER TREATMENT	152.62
	COPIERS NORTHWEST		ENGR-GENL	160.48
	COPIERS NORTHWEST		UTILITY BILLING	171.60
	COPIERS NORTHWEST		CITY CLERK	191.40
	COPIERS NORTHWEST		FINANCE-GENL	191.40
	COPIERS NORTHWEST		EXECUTIVE ADMIN	195.62
	COPIERS NORTHWEST		MUNICIPAL COURTS	260.64
	COPIERS NORTHWEST		POLICE PATROL	286.08
	COPIERS NORTHWEST		PARK & RECREATION FAC	347.26
	COPIERS NORTHWEST		POLICE INVESTIGATION	363.21
	COPIERS NORTHWEST		UTIL ADMIN	384.09
	COPIERS NORTHWEST		COMMUNITY	477.46
	COPIERS NORTHWEST		DETENTION & CORRECTION	537.27
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	594.50
	COPIERS NORTHWEST		OFFICE OPERATIONS	707.45
139255	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,411.75
139256	CORTES, ALEXANDRA	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139257	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	133.11
139258	CRAIG, JEANETTE	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
139259	CRIMINAL JUSTICE	TRAINING-STEWERT	POLICE TRAINING-FIREARMS	350.00
	CRIMINAL JUSTICE	TRAINING-NEGRON	POLICE TRAINING-FIREARMS	700.00
139260	CRYSTAL SPRINGS	COOLER RENTAL AND WATER	COMMUNITY	20.73
139261	CUZ CONCRETE PROD	BRICKS	SIDEWALKS MAINTENANCE	72.07
139262	DAILY JOURNAL OF COM	LEGAL AD	COMMUNITY	120.00
139263	DALE, CORI	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139264	DAMIANIDIS, STAVROS		PARKS-RECREATION	17.50
139265	DANFORD, JESSICA		PARKS-RECREATION	84.87
139266	DAVIS, ALEXANDRA		PARKS-RECREATION	84.87
139267	DAVIS, TRIXY		PARKS-RECREATION	84.87
	DAVIS, TRIXY		PARKS-RECREATION	84.87

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139268	DAY, ANGELA	EVENT CANCELLATION REFUND	PARKS-RECREATION	75.00
139269	DELL	MDC'S	IS REPLACEMENT ACCOUNTS	12,679.32
139270	DELTA DENTAL OF WA	MPOA APRIL PREMIUM	MEDICAL CLAIMS	13,044.42
	DELTA DENTAL OF WA	ACTIVE, COBRA, RETIREE APRIL PREMIUM	MEDICAL CLAIMS	26,809.98
139271	DEMETRIO, CAMILLE	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139272	DIAMOND BLADE WAREHO	SAW BLADES	CITY STREETS	-66.61
	DIAMOND BLADE WAREHO		ROADWAY MAINTENANCE	782.88
139273	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
139274	DURHAM, MAKENNA	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139275	E&E LUMBER	LUMBER AND BLADE CREDIT	COMMUNITY SERVICES UNIT	-276.31
	E&E LUMBER	LUMBER	SIDEWALKS MAINTENANCE	9.35
	E&E LUMBER	HARDWARE	FACILITY MAINTENANCE	15.58
	E&E LUMBER	GARDEN HOSES	SIDEWALKS MAINTENANCE	23.06
	E&E LUMBER	KNIFE AND TAPE MEASURE	FACILITY MAINTENANCE	26.53
	E&E LUMBER	MEASURING WHEEL	PARK & RECREATION FAC	36.71
	E&E LUMBER	PAINT	PARK & RECREATION FAC	38.81
	E&E LUMBER	LUMBER AND TAPE	PARK & RECREATION FAC	65.12
	E&E LUMBER	LUMBER, HANGERS AND DECKING	PARK & RECREATION FAC	81.40
	E&E LUMBER	LUMBER	STORM DRAINAGE	115.87
	E&E LUMBER	LUMBER AND HARDWARE	PARK & RECREATION FAC	220.36
	E&E LUMBER	LUMBER AND BLADES	COMMUNITY SERVICES UNIT	297.27
	E&E LUMBER	GRAFITTI SUPPLIES	ROADSIDE VEGETATION	515.68
139276	EAGLE FENCE	FENCE REPAIR	ROADSIDE VEGETATION	697.33
139277	ECOLOGY, DEPT. OF	WQ PERMIT #WA0022497	UTIL ADMIN	21,040.56
	ECOLOGY, DEPT. OF	STORMWATER PHASE 2 OP PERMIT	STORM DRAINAGE	23,400.09
139278	ECONOMY FENCE CENTER	FENCE RENTAL	WATER RESERVOIRS	227.34
139279	EDWARDS, JOHN	UB REFUND	WATER/SEWER OPERATION	113.77
139280	EISCHEN, SUSAN	EVENT CANCELLATION REFUND	PARKS-RECREATION	38.89
139281	ERICKSON, MATTHEW	BOOT REIMBURSEMENT	EQUIPMENT RENTAL	200.00
139282	ERICKSON, TAMI	EVENT CANCELLATION REFUND	PARKS-RECREATION	16.67
139283	EVERETT BAYSIDE	PROPELLER, OIL AND SPARK PLUGS	EQUIPMENT RENTAL	221.81
	EVERETT BAYSIDE	WATER PUMP, GASKETS AND THERMOSTAT	EQUIPMENT RENTAL	283.31
139284	EVERETT STEEL CO	STEEL ANGLES AND REBAR	SIDEWALKS MAINTENANCE	185.81
139285	EVERETT TIRE & AUTO	ALIGNMENT #530	EQUIPMENT RENTAL	172.17
	EVERETT TIRE & AUTO	TIRES	ER&R	596.92
	EVERETT TIRE & AUTO		ER&R	641.84
	EVERETT TIRE & AUTO		ER&R	1,790.76
139286	EVERETT, CITY TREAS	WATER FILTRATION SERVICES	SOURCE OF SUPPLY	165,678.48
139287	EYER, MATTHEW	REIMBURSE CLEANING SUPPLY EXPENSE	UTIL ADMIN	57.22
	EYER, MATTHEW	REIMBURSE OFFICE SUPPLY EXPENSE	STORM DRAINAGE	58.99
139288	FERRELLGAS	PROPANE CHARGES	ROADWAY MAINTENANCE	82.46
	FERRELLGAS		TRAFFIC CONTROL DEVICES	82.46
139289	FIERRO, JENNIFER	EVENT CANCELLATION REFUND	PARKS-RECREATION	270.00
139290	FLORES, KARLY		PARKS-RECREATION	84.87
	FLORES, KARLY		PARKS-RECREATION	84.87

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139291	FORMULA TIRE & CAR	TIRES, MOUNTING AND TIRE DISPOSAL	SMALL ENGINE SHOP	167.49
139292	FOUARD, WENDIE	EVENT CANCELLATION REFUND	PARKS-RECREATION	60.00
	FOUARD, WENDIE		PARKS-RECREATION	60.00
139293	FRIESS, JENNIFER		PARKS-RECREATION	84.87
139294	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	34.23
	FRONTIER COMMUNICATI		RECREATION SERVICES	34.23
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	36.42
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	54.38
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	60.09
	FRONTIER COMMUNICATI		COMMUNITY	60.09
	FRONTIER COMMUNICATI	ACCT #36065885751214185	STORM DRAINAGE	67.06
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	73.52
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	87.58
	FRONTIER COMMUNICATI	ACCT #42533578930731175	SUNNYSIDE FILTRATION	222.61
139295	GAGNER, CYNTHIA	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139296	GALLS, LLC	UNIFORM-YOUNGSTROM	POLICE PATROL	18.74
	GALLS, LLC	UNIFORM-WILSON	POLICE PATROL	30.82
	GALLS, LLC		POLICE PATROL	90.54
	GALLS, LLC	FLASHLIGHTS	EQUIPMENT RENTAL	113.89
	GALLS, LLC	UNIFORM-WILSON	POLICE PATROL	184.92
	GALLS, LLC		POLICE PATROL	193.61
	GALLS, LLC	FLASHLIGHTS	EQUIPMENT RENTAL	227.77
139297	GETTY, MONICA	EVENT CANCELLATION REFUND	PARKS-RECREATION	39.00
	GETTY, MONICA		PARKS-RECREATION	39.00
139298	GLACIER INDUSTRIES	PAY ESTIMATE #2	WATER/SEWER OPERATION	-1,090.00
	GLACIER INDUSTRIES	PAY ESTIMATE #1	WATER/SEWER OPERATION	-1,060.00
	GLACIER INDUSTRIES		WASTE WATER TREATMENT	23,171.60
	GLACIER INDUSTRIES	PAY ESTIMATE #2	WASTE WATER TREATMENT	23,827.40
139299	GLEISNER, DONNA	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
	GLEISNER, DONNA		PARKS-RECREATION	30.00
139300	GOBIN, LIZ		PARKS-RECREATION	10.00
	GOBIN, LIZ		PARKS-RECREATION	10.00
139301	GOBLE, GWYNN		PARKS-RECREATION	20.00
139302	GOVCONNECTION INC	SCREEN SHIELD	SEWER MAIN COLLECTION	32.00
	GOVCONNECTION INC		STORM DRAINAGE	32.01
	GOVCONNECTION INC	CABLES	COMPUTER SERVICES	179.53
	GOVCONNECTION INC	ANTENNAS	SEWER LIFT STATION	247.00
	GOVCONNECTION INC	PRINTER	IS REPLACEMENT ACCOUNTS	861.16
139303	GRAINGER	PAINT MARKERS	ER&R	27.87
	GRAINGER	HEADLAMPS, SAFETY GLASSES AND TAPE	ER&R	913.55
139304	GRANITE PETROLEUM	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONMN	-172.15
	GRANITE PETROLEUM		WATER/SEWER OPERATION	1,150.00
139305	GRAVITY PAYMENTS	TRANSACTION FEES	UTILITY BILLING	12,444.09
139306	GRAY, TAMMY	EVENT CANCELLATION REFUND	GENERAL FUND	200.00
	GRAY, TAMMY		PARKS-RECREATION	225.00
139307	GRITTON, DENISE		PARKS-RECREATION	30.00
139308	GUY, KRISTIE		PARKS-RECREATION	10.00
139309	HARBOR FREIGHT TOOLS	BLADES, CABLE TIES, KNIVES AND TAPE	ROADSIDE VEGETATION	96.45

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139309	HARBOR FREIGHT TOOLS	TIE DOWNS AND CUTTERS	ROADSIDE VEGETATION	142.36
139310	HARBOR MARINE MAINT.	GUARD	EQUIPMENT RENTAL	153.82
139311	HARDY, STEVE	EVENT CANCELLATION REFUND	PARKS-RECREATION	80.00
139312	HARRIS PACIFIC NW	MAINTENANCE FEES	WASTE WATER TREATMENT	12,023.00
139313	HAVIS INC.	DOCKING STATION	IS REPLACEMENT ACCOUNTS	162.86
139314	HAZEN, KIM	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	HAZEN, KIM		PARKS-RECREATION	12.00
139315	HD FOWLER COMPANY	ELBOW CREDIT	PARK & RECREATION FAC	-27.30
	HD FOWLER COMPANY	PIPE AND COUPLINGS	PARK & RECREATION FAC	27.47
	HD FOWLER COMPANY	MARKING PAINT	WATER DIST MAINS	57.29
	HD FOWLER COMPANY	CEMENT	WATER FILTRATION PLANT	92.42
	HD FOWLER COMPANY	HYDRANT WRENCHES AND BRASS PARTS	ER&R	130.19
	HD FOWLER COMPANY	CHLORINE	WATER MAINS INSTALL	150.55
	HD FOWLER COMPANY	NOZZLES, BUSHINGS AND ELBOWS	PARK & RECREATION FAC	296.15
	HD FOWLER COMPANY	HYDRANT WRENCHES AND BRASS PARTS	WATER/SEWER OPERATION	1,438.59
	HD FOWLER COMPANY	WATER MAIN INSTALL PARTS	WATER MAINS INSTALL	5,885.40
139316	HEWLETT PACKARD	PRINTER CHARGES	PERSONNEL ADMINISTRATION	1.46
	HEWLETT PACKARD		SEWER MAIN COLLECTION	3.93
	HEWLETT PACKARD		STORM DRAINAGE	3.93
	HEWLETT PACKARD		WATER QUAL TREATMENT	8.64
	HEWLETT PACKARD		POLICE PATROL	9.56
	HEWLETT PACKARD		UTIL ADMIN	13.42
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	20.81
	HEWLETT PACKARD		LEGAL - PROSECUTION	36.72
	HEWLETT PACKARD		CITY CLERK	47.47
	HEWLETT PACKARD		FINANCE-GENL	47.47
	HEWLETT PACKARD		WASTE WATER TREATMENT	57.06
	HEWLETT PACKARD		MUNICIPAL COURTS	75.26
	HEWLETT PACKARD		UTILITY BILLING	100.18
	HEWLETT PACKARD		COMPUTER SERVICES	309.04
139317	HILL, TONI	EVENT CANCELLATION REFUND	GENERAL FUND	200.00
139318	HILL, WILL		PARKS-RECREATION	40.00
139319	HOLIMAN, CHELSEA		PARKS-RECREATION	84.87
139320	HOME DEPOT USA	SPRAYERS	FACILITY MAINTENANCE	21.73
	HOME DEPOT USA		FACILITY MAINTENANCE	65.20
139321	HOME DEPOT USA	DISPENSERS	MAINT OF GENL PLANT	35.02
	HOME DEPOT USA		MAINT OF GENL PLANT	35.02
	HOME DEPOT USA	DISINFECTANT	FACILITY MAINTENANCE	66.50
	HOME DEPOT USA		FACILITY MAINTENANCE	66.50
	HOME DEPOT USA	PURELL	MAINT OF GENL PLANT	520.97
	HOME DEPOT USA	WIPES AND TOWELS	MAINT OF GENL PLANT	553.67
139322	HOUSE OF UPHOLSTERY	RECOVER DRIVERS SEAT #805	EQUIPMENT RENTAL	819.75
139323	HUMAN SERVICES	LIQUOR BOARD PROFITS/TAXES	NON-DEPARTMENTAL	4,531.53
139324	INTERSTATE BATTERY	BATTERIES	ER&R	246.14
	INTERSTATE BATTERY		ER&R	369.22
139325	J.A. BRENNAN ASSOC	COMEFORD PARK	CAPITAL EXPENDITURES	14,971.19
139326	JAMISON, MELISSA	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
139327	JOHNSON, LYNDAL		PARKS-RECREATION	22.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/19/2020 TO 3/25/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
139328	JONES, JODIE	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
	JONES, JODIE		PARKS-RECREATION	84.87
139329	KALAS, ANN	UB REFUND	WATER/SEWER OPERATION	29.07
139330	KING, RENA	EVENT CANCELLATION REFUND	PARKS-RECREATION	40.00
139331	KING, THOMAS	REIMBURSE MILEAGE	CITY COUNCIL	94.30
139332	KINGSFORD, ANDREA	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
139333	KJR ROOFING LLC	REPAIR ROOF-BARN	PARK & RECREATION FAC	874.40
139334	LAB/COR, INC.	LAB ANALYSIS	STORM DRAINAGE	240.00
139335	LANBERG, JULYA	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
139336	LARGENT, MIZZY		PARKS-RECREATION	17.50
139337	LASTING IMPRESSIONS	UNIFORMS	COMMUNITY SERVICES UNIT	82.52
	LASTING IMPRESSIONS		COMMUNITY SERVICES UNIT	149.74
	LASTING IMPRESSIONS		COMMUNITY SERVICES UNIT	380.23
139338	LATHAM, ANN	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	LATHAM, ANN		PARKS-RECREATION	10.00
139339	LEE, MARY		PARKS-RECREATION	39.00
139340	LES SCHWAB TIRE CTR	TIRES	ER&R	536.01
139341	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	46.42
139342	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	49.92
139343	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	49.92
139344	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	67.92
139345	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	129.64
139346	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	443.38
139347	LIND ELECTRONICS INC	POWER SUPPLY CORDS	EQUIPMENT RENTAL	141.83
	LIND ELECTRONICS INC		EQUIPMENT RENTAL	283.65
139348	LOGMEIN USA INC	LICENSES	COMPUTER SERVICES	642.68
139349	LUDWIG, CAROL	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
139350	MANTON, MAVIS		PARKS-RECREATION	32.50
139351	MARTINSON, VICKI	UB REFUND	GARBAGE	340.98
139352	MARYSVILLE FIRE	INMATE TRANSPORT	DETENTION & CORRECTION	380.50
	MARYSVILLE FIRE		DETENTION & CORRECTION	495.50
139353	MARYSVILLE PRINTING	ROUTE PAGE PAPER	SOLID WASTE OPERATIONS	103.84
139354	MARYSVILLE SCHOOL	FACILITY RENTAL-CEDARCREST	RECREATION SERVICES	244.00
	MARYSVILLE SCHOOL	FACILITY RENTAL-TMS	RECREATION SERVICES	420.00
139355	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST NE	GOLF ADMINISTRATION	211.22
139356	MATSON, ANGIE	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
139357	MATTA, HEATHER		PARKS-RECREATION	16.67
139358	MC CLURE & SONS INC	PAY ESTIMATE #9	SEWER CAPITAL PROJECTS	474,064.38
139359	MCDANNALD, ROBIN	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
139360	MEDLEY, TERICA		PARKS-RECREATION	80.00
139361	MENZIK, KELLY		PARKS-RECREATION	10.00
	MENZIK, KELLY		PARKS-RECREATION	22.00
139362	MICRO DATA	INFRACTION FORMS	POLICE PATROL	734.94
139363	MIKLOS, ALISON	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
	MIKLOS, ALISON		PARKS-RECREATION	84.87
139364	MILES SAND & GRAVEL	CURBING	SIDEWALKS MAINTENANCE	946.55
139365	MIZELL, TARA	EVENT CANCELLATION REFUND	PARKS-RENTS & ROYALTIES	225.00
139366	MOEN, KATHY		PARKS-RECREATION	20.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/19/2020 TO 3/25/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
139367	MOHAMED, NASHUA	INSTRUCTOR SERVICES	COMMUNITY CENTER	72.00
139368	MORALES, ALONSO	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139369	MURRAY, SARA		PARKS-RECREATION	10.00
139370	MYERS, SARA		PARKS-RECREATION	10.00
	MYERS, SARA		PARKS-RECREATION	22.00
139371	NAGEL, HAYLEY		PARKS-RECREATION	75.00
139372	NATIONAL BARRICADE	RENTAL CREDIT	TRAFFIC CONTROL DEVICES	-354.24
	NATIONAL BARRICADE	SIGNS AND BARRICADES	TRAFFIC CONTROL DEVICES	692.52
139373	NATIONAL ENTERTAIN	EMPTY EGGS	GENERAL FUND	-30.23
	NATIONAL ENTERTAIN		RECREATION SERVICES	355.23
139374	NC MACHINERY COMPANY	EXCAVATOR RENTAL	WATER DIST MAINS	3,872.06
139375	NORTH COAST ELECTRIC	CENTER JUMPERS	PUMPING PLANT	40.31
	NORTH COAST ELECTRIC		PUMPING PLANT	661.52
139376	NORTH SOUND EMERG	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,186.00
139377	NORTHWESTERN AUTO	REPAINT HOOD	EQUIPMENT RENTAL	433.48
139378	OFFICE DEPOT	OFFICE SUPPLIES	UTILITY BILLING	15.28
	OFFICE DEPOT		POLICE PATROL	30.44
	OFFICE DEPOT		POLICE PATROL	46.87
	OFFICE DEPOT		ENGR-GENL	60.54
	OFFICE DEPOT		POLICE PATROL	67.72
	OFFICE DEPOT		POLICE PATROL	84.34
	OFFICE DEPOT		COMMUNITY	86.88
	OFFICE DEPOT		POLICE PATROL	91.95
	OFFICE DEPOT		POLICE PATROL	112.81
	OFFICE DEPOT		UTIL ADMIN	122.67
	OFFICE DEPOT	CLEANING SUPPLIES	NON-DEPARTMENTAL	157.36
	OFFICE DEPOT	OFFICE SUPPLIES	COMPUTER SERVICES	210.38
	OFFICE DEPOT		UTILITY BILLING	221.54
	OFFICE DEPOT		COMMUNITY	272.69
	OFFICE DEPOT		POLICE PATROL	289.19
	OFFICE DEPOT		POLICE PATROL	289.19
139379	OSTLIE, LEANNE	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139380	PACIFIC TOPSOILS	SOIL	SIDEWALKS MAINTENANCE	212.00
	PACIFIC TOPSOILS		SIDEWALKS MAINTENANCE	250.00
139381	PARAMETRIX	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	32,959.12
139382	PARKS, KASSANDRA	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
	PARKS, KASSANDRA		PARKS-RECREATION	84.87
139383	PARTS STORE, THE	TARP	EQUIPMENT RENTAL	13.78
	PARTS STORE, THE	MISC FILTERS	ER&R	479.99
139384	PEREZ, AARON	EVENT CANCELLATION REFUND	PARKS-RECREATION	17.50
139385	PHELPS, CHERYL		PARKS-RECREATION	70.00
139386	PILCHUCK RENTALS	EXCAVATOR RENTAL AND DIAMOND LINE	PARK & RECREATION FAC	65.57
	PILCHUCK RENTALS	TRIMMER LINE	PARK & RECREATION FAC	131.13
	PILCHUCK RENTALS		ROADWAY MAINTENANCE	131.14
	PILCHUCK RENTALS		WATER RESERVOIRS	131.14
	PILCHUCK RENTALS	EXCAVATOR RENTAL AND DIAMOND LINE	PARK & RECREATION FAC	547.59
139387	PLATT ELECTRIC	LIGHT BULBS	PUBLIC SAFETY BLDG	22.08
	PLATT ELECTRIC	HARDWARE	SOURCE OF SUPPLY	90.82

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/19/2020 TO 3/25/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
139387	PLATT ELECTRIC	FUSE HOLDER, FUSES, COVER AND GASKET	SOURCE OF SUPPLY	131.44
	PLATT ELECTRIC	POLE BREAKERS	SEWER MAIN COLLECTION	162.35
	PLATT ELECTRIC	LIGHT BULBS	CITY HALL	216.74
	PLATT ELECTRIC	JUNCTION BOXES	SOURCE OF SUPPLY	432.24
	PLATT ELECTRIC	POLE BREAKERS	WASTE WATER TREATMENT	482.19
139388	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	3,588.09
139389	PUD	ACCT #201346665	SEWER LIFT STATION	15.88
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	15.88
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	15.88
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	15.88
	PUD	ACCT #205195373	PARK & RECREATION FAC	17.01
	PUD	ACCT #202461026	MAINT OF GENL PLANT	18.14
	PUD	ACCT #202011813	PUMPING PLANT	18.54
	PUD	ACCT #200973956	SEWER LIFT STATION	23.06
	PUD	ACCT #200501617	TRANSPORTATION	27.80
	PUD	ACCT #202794657	TRANSPORTATION	44.15
	PUD	ACCT #203500020	STREET LIGHTING	51.92
	PUD	ACCT #202294245	SEWER LIFT STATION	52.32
	PUD	ACCT #200448801	TRANSPORTATION	57.33
	PUD	ACCT #202303301	SEWER LIFT STATION	68.23
	PUD	ACCT #202288585	TRANSPORTATION	78.32
	PUD	ACCT #221115934	MAINT OF GENL PLANT	84.57
	PUD	ACCT #220681340	STORM DRAINAGE	85.99
	PUD	ACCT #202524690	PUMPING PLANT	96.69
	PUD	ACCT #201909637	SEWER LIFT STATION	103.99
	PUD	ACCT #200061463	PARK & RECREATION FAC	108.79
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	116.25
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	132.67
	PUD	ACCT #203291216	GENERAL	149.22
	PUD	ACCT #201628880	WASTE WATER TREATMENT	160.41
	PUD	ACCT #222025900	PUMPING PLANT	185.92
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	211.30
	PUD	ACCT #201247699	STREET LIGHTING	332.60
	PUD	ACCT #200223857	PARK & RECREATION FAC	341.19
	PUD	ACCT #201675634	WASTE WATER TREATMENT	460.46
	PUD	ACCT #220824148	WASTE WATER TREATMENT	624.54
	PUD	ACCT #202177333	MAINT OF GENL PLANT	855.32
	PUD	ACCT #201587284	WASTE WATER TREATMENT	908.48
	PUD	ACCT #200021871	COURT FACILITIES	1,174.26
	PUD	ACCT #201617479	CITY HALL	1,265.38
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,536.49
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,776.56
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,593.32
	PUD	ACCT #201577921	PUMPING PLANT	4,830.58
139390	PUGET SOUND SECURITY	KEYS MADE	POLICE PATROL	12.30
139391	QUIL CEDA CARVERS	EVENT CANCELLATION REFUND	PARKS-RECREATION	80.00
	QUIL CEDA CARVERS		PARKS-RECREATION	80.00
139392	RAM SPV II, LLC	BUILDING RENTAL	STORM DRAINAGE	437.20

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/19/2020 TO 3/25/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
139392	RAM SPV II, LLC	BUILDING RENTAL	SEWER SERV MAINT	437.20
139393	RENTON, REX	UTILITY TAX REBATE	NON-DEPARTMENTAL	50.62
139394	RHODODENDRON SOC	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
139395	RICHARDS, KELLY	REIMBURSE CONFERENCE EXPENSE	CITY COUNCIL	356.38
139396	RIEGER, JACQUELINE	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
139397	RIPLEY, KAYLEY		PARKS-RECREATION	180.00
139398	ROBBINS, KAYLENE		PARKS-RECREATION	12.00
	ROBBINS, KAYLENE		PARKS-RECREATION	32.50
139399	ROMAINE ELECTRIC	STARTER	EQUIPMENT RENTAL	267.73
139400	ROY ROBINSON	BRAKE PADS	ER&R	147.47
139401	SAFEWAY INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	75.93
139402	SAFEWAY INC.	OH/PARKS/SPECIAL EVENT SUPPLIES	COMMUNITY CENTER	33.94
	SAFEWAY INC.		RECREATION SERVICES	103.91
	SAFEWAY INC.		OPERA HOUSE	135.61
139403	SAFEWAY INC.	JAIL/MEETING SUPPLIES	POLICE ADMINISTRATION	46.44
	SAFEWAY INC.		DETENTION & CORRECTION	838.66
139404	SARFIELD, RUBY	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
	SARFIELD, RUBY		PARKS-RECREATION	84.87
139405	SCORE	INMATE MEDICAL	DETENTION & CORRECTION	675.00
	SCORE	INMATE HOUSING	DETENTION & CORRECTION	18,560.00
139406	SCOTT, SUZANNE	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	SCOTT, SUZANNE		PARKS-RECREATION	22.00
139407	SEIBER, SARA		PARKS-RECREATION	84.87
139408	SERAFIN, ANDRZEJ		PARKS-RECREATION	84.87
139409	SETH, ANN		PARKS-RECREATION	45.00
139410	SHARMA, MANDY		PARKS-RECREATION	84.87
139411	SHERWIN WILLIAMS	PAINT AND SUPPLIES	FACILITY MAINTENANCE	284.49
139412	SMITH, HEATHER	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
139413	SNYDER, ROBERT A & C	UB REFUND	WATER/SEWER OPERATION	25.51
139414	SONITROL	MONITORING SERVICE	NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	177.72
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		OPERA HOUSE	277.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT	576.04
139415	SONS OF ITALY	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
139416	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	563.07
139417	STEVENS, LISA	EVENT CANCELLATION REFUND	PARKS-RECREATION	17.50
139418	STRUNK, ARACELI		PARKS-RECREATION	10.00
139419	SWANSON, AMANDA		PARKS-RECREATION	60.00
139420	TACOMA SCREW PRODUCT	HARDWARE AND CONNECTORS	EQUIPMENT RENTAL	112.80
139421	THOMASSON, MELLENY	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
139422	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	CITY HALL	324.82

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/19/2020 TO 3/25/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
139422	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	PUBLIC SAFETY BLDG	324.82
139423	TIMOFEEV, RACHEL	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139424	TORGESEN, LEAH		PARKS-RECREATION	40.00
139425	TRUE NORTH EQUIPMENT	LINKS	ER&R	60.40
139426	TUBBS, KIM	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
	TUBBS, KIM		PARKS-RECREATION	30.00
139427	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	135.01
139428	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	970.20
139429	VANDERPOOL, ASHLEIGH	EVENT CANCELLATION REFUND	PARKS-RECREATION	17.50
139430	WASHBURN, GINGER		GENERAL FUND	500.00
139431	WATCH SYSTEMS	SALES TAX ON INV #43489	POLICE INVESTIGATION	98.48
139432	WESSEL, JON	REIMBURSE CDL PHYSICAL	WATER DIST MAINS	95.00
139433	WESTERN EQUIPMENT	#W003 REAR FENDOR	SMALL ENGINE SHOP	141.87
	WESTERN EQUIPMENT	#W0003 REPAIR PARTS	SMALL ENGINE SHOP	530.36
139434	WESTERN FACILITIES	JAIL SUPPLIES	DETENTION & CORRECTION	599.85
139435	WESTERN TRUCK	INSTALL BACK UP CAMERA SYSTEM #J024	ER&R	-7.77
	WESTERN TRUCK		EQUIPMENT RENTAL	5,386.49
139436	WHISTLE WORKWEAR	BOOTS-KAIPO	GENERAL	200.00
139437	WHITE, ROXANNE	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139438	WILCOX, DANIELLE		PARKS-RECREATION	17.50
	WILCOX, DANIELLE		PARKS-RECREATION	17.50
139439	WILDE, RACHELLE		PARKS-RECREATION	17.50
139440	WOLTERS KLUWER	APA GUIDE TO PR	FINANCE-GENL	851.88
139441	ZICKEFOOSE, TARYN	EVENT CANCELLATION REFUND	PARKS-RENTS & ROYALTIES	190.00
	ZICKEFOOSE, TARYN		GENERAL FUND	250.00

WARRANT TOTAL: 1,525,459.58

CHECK # 139149 INITIATOR ERROR (50.62)

REASON FOR VOIDS:

INITIATOR ERROR
 CHECK LOST/DAMAGED
 UNCLAIMED PROPERTY

1,525,408.96

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 13, 2020

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.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the March 25, 2020 claims in the amount of \$1,525,408.96 paid by EFT transactions and Check No.'s 139196 through 139441 with Check No. 139149 voided.</p> <p>COUNCIL ACTION:</p>

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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 13, 2020

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the April 1, 2020 claims in the amount of \$5,725,526.02 paid by EFT transactions and Check No.'s 139442 through 139738 with no Check No. voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-4

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$5,725,526.02 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 139442 THROUGH 139738 WITH NO CHECK NO. VOIDED** 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 APRIL 2020.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/26/2020 TO 4/1/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
139442	PREMERA BLUE CROSS	PREMERA CLAIMS 3/22-3/28	MEDICAL CLAIMS	33,700.20
139443	PREMERA BLUE CROSS	COBRA APRIL ADMIN FEE	MEDICAL CLAIMS	51.72
	PREMERA BLUE CROSS	PRE-RETIREE APRIL ADMIN FEE	MEDICAL CLAIMS	51.72
	PREMERA BLUE CROSS	ACTIVE APRIL ADMIN FEE	MEDICAL CLAIMS	13,395.48
139444	US BANK	MARWAT 14	ENTERPRISE D/S	595,275.00
	US BANK		ENTERPRISE D/S	
139445	ADAMS, REBECCA	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139446	ADAMS, TARALEE		PARKS-RECREATION	30.00
139447	AIRGAS INC	CUTTING BLADE	WATER FILTRATION PLANT	63.89
139448	ALBERTS, HEIDI	EVENT CANCELLATION REFUND	PARKS-RECREATION	40.00
139449	ALKIRE, MATTHEW		PARKS-RECREATION	84.87
139450	ALL BATTERY SALES & ALL BATTERY SALES & ALL BATTERY SALES &	FLASHLIGHT BATTERIES CLAMPS AND ABSORBENT PADS	ER&R ER&R EQUIPMENT RENTAL	82.85 165.70 384.26
139451	ALLMAX SOFTWARE, INC	ANNUAL SUPPORT	WASTE WATER TREATMENT	1,360.00
139452	AMAZON CAPITAL	KEYBOARD	UTILADMIN	28.41
	AMAZON CAPITAL	DRY ERASE BOARD AND PAPER CLIPS	GENERAL	69.82
	AMAZON CAPITAL	FUNNEL AND DRUM LINERS	STORM DRAINAGE	179.18
	AMAZON CAPITAL	MONITOR	TRANSPORTATION	203.29
139453	ANSELME, KIERA	EVENT CANCELLATION REFUND	PARKS-RECREATION	39.00
139454	APEX HYDROVAC TOOLS	3/4 CHISEL NOZZLE 3000PSI	STORM DRAINAGE	362.88
139455	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
139456	ARMSTRONG, ANUCHIDA	EVENT CANCELLATION REFUND	PARKS-RECREATION	39.00
139457	ARTISTS GUILD, GREAT		PARKS-RECREATION	60.00
139458	BAEHM, CANDACE		PARKS-RECREATION	84.87
139459	BAKER, DAVID		PARKS-RECREATION	10.00
139460	BAKER, KARRIE		PARKS-RECREATION	12.00
139461	BARKER, ROCHELLE	REIMBURSE COVID-19 EXPENSE	LEGAL - PROSECUTION	513.67
139462	BARSTAD, DANA	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	BARSTAD, DANA		PARKS-RECREATION	10.00
139463	BARTHOLOMEW, CHERYL		PARKS-RECREATION	45.00
139464	BEHRENS, THOMAS		PARKS-RECREATION	10.00
139465	BERRY, JAMES J	UB REFUND	WATER/SEWER OPERATION	166.84
139466	BICKFORD FORD	CRANKSHAFT SENSOR	EQUIPMENT RENTAL	35.14
	BICKFORD FORD	TUBE ASSEMBLY	EQUIPMENT RENTAL	52.55
	BICKFORD FORD	RESERVOIR TANK	ER&R	95.82
	BICKFORD FORD	CONTROL MODULE	EQUIPMENT RENTAL	248.66
	BICKFORD FORD	COOLANT	ER&R	455.65
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	938.26
	BICKFORD FORD	REPLACED AC COMPRESSOR, DRYER & VALVE	EQUIPMENT RENTAL	1,886.88
139467	BICKFORD, CHRIS	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	BICKFORD, CHRIS		PARKS-RECREATION	10.00
139468	BJELKE, JOHN		PARKS-RECREATION	10.00
139469	BJELKE, WENDY		PARKS-RECREATION	10.00
139470	BLASER, LAUREN		PARKS-RECREATION	10.00
139471	BLUETARP FINANCIAL	CANCEL RENEWAL	WATER DIST MAINS	-39.99
	BLUETARP FINANCIAL	RENEWAL	WATER DIST MAINS	39.99
	BLUETARP FINANCIAL	BEAD SEATER	SMALL ENGINE SHOP	254.84
	BLUETARP FINANCIAL	HONDA MOTORS	SMALL ENGINE SHOP	565.96
139472	BLYTHE, WENDY	EVENT CANCELLATION REFUND	PARKS-RECREATION	60.00

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139473	BOAST, GAYLA	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
139474	BODEAU, DEBRA		PARKS-RECREATION	10.00
139475	BOLLING, KELLI		PARKS-RECREATION	30.00
139476	BORDUA, TERI		PARKS-RECREATION	10.00
	BORDUA, TERI		PARKS-RECREATION	10.00
139477	BRAATEN, DEANNA		PARKS-RECREATION	10.00
139478	BRAKE AND CLUTCH	BRAKE DRUMS AND SPRING KITS	EQUIPMENT RENTAL	1,444.07
139479	BRAMALL, MARIBEL	EVENT CANCELLATION REFUND	PARKS-RECREATION	69.50
139480	BRANDSTROM, BIA		PARKS-RECREATION	38.89
139481	BROOKS, DIANE E	INSTRUCTOR SERVICES	RECREATION SERVICES	150.00
139482	BURDETTE, BETHANY	EVENT CANCELLATION REFUND	PARKS-RECREATION	38.89
139483	BURRUSS, CLIFF	UB REFUND	WATER/SEWER OPERATION	84.28
139484	CADMAN MATERIALS INC	ASPHALT	WATER DIST MAINS	234.10
139485	CAMILLERI, THERESA	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
139486	CARTER, HEIDI		PARKS-RECREATION	69.50
139487	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	13,946.09
139488	CASCADE SECURITY	SECURITY SERVICES	PROBATION	1,013.25
	CASCADE SECURITY		MUNICIPAL COURTS	3,039.75
139489	CATALAN, JOSEPH	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
139490	CATHOLIC COMMUNITY	CDBG-CCS	COMMUNITY	536.27
	CATHOLIC COMMUNITY		COMMUNITY	582.58
139491	CELLEBRITE USA, INC.	CELLEBRITE SOFTWARE	POLICE INVESTIGATION	3,700.00
139492	CENTRAL WELDING SUPP	SWEATHSHIRTS	ER&R	39.89
	CENTRAL WELDING SUPP	VESTS, RAIN GEAR AND COVERALLS	ER&R	120.24
	CENTRAL WELDING SUPP	TSHIRTS	UTIL ADMIN	170.51
	CENTRAL WELDING SUPP	WYPALL WIPES	ER&R	249.07
	CENTRAL WELDING SUPP	RAKES AND VESTS	ER&R	270.09
	CENTRAL WELDING SUPP	GLOVES	ER&R	611.64
	CENTRAL WELDING SUPP	SHOVELS, PADLOCKS AND EAR PLUGS	ER&R	671.08
	CENTRAL WELDING SUPP	TSHIRTS	ER&R	1,661.36
	CENTRAL WELDING SUPP	PADLOCKS, EAR PLUGS, TAPE & BROOMS	ER&R	1,725.36
	CENTRAL WELDING SUPP	SWEATSHIRTS AND PULLOVERS	ER&R	3,346.78
139493	CHANDLER, KELLI	EVENT CANCELLATION REFUND	PARKS-RECREATION	38.89
139494	CHRISTOFFERSON, REBEC		PARKS-RECREATION	69.50
139495	CMR2 LLC	DISPOSAL FEES	ROADSIDE VEGETATION	30.00
	CMR2 LLC		ROADSIDE VEGETATION	30.00
139496	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE	ER&R	568.20
139497	CONTECH ENGINEERED	FREIGHT CHARGES	STORM DRAINAGE	715.00
139498	COOK, THOMAS	UB REFUND	WATER/SEWER OPERATION	328.23
139499	COOP SUPPLY	LIME	OPERA HOUSE	56.79
	COOP SUPPLY	PROOF CHAIN	STORM DRAINAGE	60.07
	COOP SUPPLY	DETERGENT	WASTE WATER TREATMENT	87.39
139500	CORE & MAIN LP	METER BOX LIDS	WATER SERVICES	775.59
	CORE & MAIN LP	METER BOXES AND LIDS	WATER SERVICES	3,054.44
139501	COUGAR TREE SERVICE	TREE REMOVAL	ROADSIDE VEGETATION	5,465.00
139502	CRAIN, MORGAN	EVENT CANCELLATION REFUND	PARKS-RECREATION	40.00
139503	CRIMINAL JUSTICE	TRAINING - GERFIN, VINSON	POLICE TRAINING-FIREARMS	800.00
139504	CROCKER, JANICE	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
139505	CTS LANGUAGE LINK	INTERPRETER SERVICES	COURTS	20.44
139506	DAY WIRELESS SYSTEMS	BATTERIES	POLICE PATROL	560.71
139507	DEVEREUX, SARAH	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
	DEVEREUX, SARAH		PARKS-RECREATION	30.00
139508	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	71.74

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139527	FOLDESI, NOCOLE N	INSTRUCTOR SERVICES	RECREATION SERVICES	66.00
139528	FOREMOST PROMOTIONS	MAGNETS	CRIME PREVENTION	512.04
139529	FRAKES, NATASHA	EVENT CANCELLATION REFUND	PARKS-RECREATION	32.50
139530	FREEMAN, DESTINY		PARKS-RECREATION	16.67
139531	FREEMAN, SUSAN		PARKS-RECREATION	16.50
139532	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	54.38
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	58.92
	FRONTIER COMMUNICATI	ACCT #42539763250319985	PARK & RECREATION FAC	59.60
	FRONTIER COMMUNICATI	ACCT #36019703390831185	SEWER LIFT STATION	61.61
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	73.52
	FRONTIER COMMUNICATI	ACCT #36065150871007945	PARK & RECREATION FAC	86.06
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	87.58
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	106.78
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG	107.39
	FRONTIER COMMUNICATI	ACCT #36065340280125085	CITY HALL	109.44
139533	GALLS, LLC	UNIFORMS - YOUNGSTROM	POLICE PATROL	13.11
	GALLS, LLC	UNIFORMS - WILSON	POLICE PATROL	18.74
	GALLS, LLC	UNIFORMS - YOUNGSTROM	POLICE PATROL	54.63
	GALLS, LLC		POLICE PATROL	78.35
	GALLS, LLC		POLICE PATROL	128.91
	GALLS, LLC	NIK KITS	POLICE PATROL	341.94
	GALLS, LLC		POLICE PATROL	441.32
139534	GENUINE AUTO GLASS	REPLACE WINDSHIELD	EQUIPMENT RENTAL	202.21
139535	GIESBRECHT, BRADFORD	INSTRUCTOR SERVICES	RECREATION SERVICES	24.00
	GIESBRECHT, BRADFORD		RECREATION SERVICES	60.00
	GIESBRECHT, BRADFORD		RECREATION SERVICES	60.00
	GIESBRECHT, BRADFORD		RECREATION SERVICES	210.00
139536	GOBLE SAMPSON ASSOC	PUMP HEAD	PUMPING PLANT	1,031.51
139537	GOFORTH, NATHAN	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
139538	GORDON TRUCK CENTER	RESERVOIR TANK	EQUIPMENT RENTAL	191.58
139539	GOVCONNECTION INC	ADAPTER	UTIL ADMIN	100.39
139540	GRAINGER	HARDWARE	WATER FILTRATION PLANT	4.81
	GRAINGER	BOLTS	WATER FILTRATION PLANT	19.01
	GRAINGER	PAINT MARKERS	ER&R	27.87
	GRAINGER	CABLES	SEWER LIFT STATION	32.79
	GRAINGER	HAND WIPES	ER&R	53.16
	GRAINGER	BATTERIES AND HARDWARE	WATER FILTRATION PLANT	103.17
	GRAINGER	HAND WIPES	ER&R	186.08
	GRAINGER	DIAPHRAGM THERMOPLASTIC	SMALL ENGINE SHOP	190.08
	GRAINGER	GLOVES, SHOVELS CLEANER AND GLASSES	ER&R	320.21
	GRAINGER	WYPALL WIPES	ER&R	417.87
	GRAINGER	CABLES	SEWER LIFT STATION	576.12
139541	GRANICUS	PEAK AGENDA MNGMNT/VOTECAST	CITY CLERK	12,591.36
139542	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	330.72
139543	GREENSHIELDS	DRILL BITS	ROADWAY MAINTENANCE	94.64
139544	GREER, CAROL	EVENT CANCELLATION REFUND	PARKS-RECREATION	60.00
139545	GRITTON, RANDY		PARKS-RECREATION	10.00
	GRITTON, RANDY		PARKS-RECREATION	10.00
139546	GUIDON, MATURADA		PARKS-RECREATION	40.00
139547	GUNDERSON, JARL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	583.80
139548	HA, ELIZABETH JEAN	INSTRUCTOR SERVICES	RECREATION SERVICES	70.20
	HA, ELIZABETH JEAN		RECREATION SERVICES	252.00
	HA, ELIZABETH JEAN		RECREATION SERVICES	280.80

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139549	HADA, JANET	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	HADA, JANET		PARKS-RECREATION	22.00
139550	HAKE, BILLIE		PARKS-RECREATION	10.00
	HAKE, BILLIE		PARKS-RECREATION	22.00
139551	HAMILTON, LISA		PARKS-RECREATION	10.00
	HAMILTON, LISA		PARKS-RECREATION	28.00
139552	HAMILTON, MARY BETH		PARKS-RECREATION	40.00
139553	HARBOR FREIGHT TOOLS	RESPIRATORS	FACILITY MAINTENANCE	58.98
	HARBOR FREIGHT TOOLS		FACILITY MAINTENANCE	117.96
139554	HD FOWLER COMPANY	LOCATE PAINT	ER&R	719.92
	HD FOWLER COMPANY	BRASS PARTS	WATER/SEWER OPERATION	1,174.02
	HD FOWLER COMPANY	GASKETS AND MJ KITS	WATER DIST MAINS	1,999.67
139555	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	17,819.92
	HDR ENGINEERING		GMA - STREET	79,736.98
139556	HELM	ANNUAL RENEWAL	EQUIPMENT RENTAL	874.40
139557	HINTON, MIKE	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	HINTON, MIKE		PARKS-RECREATION	10.00
139558	HOFFERBER, BRAD	PERMIT REFUND	COMMUNITY DEVELOPMENT	500.00
139559	HOGAN, JANICE	EVENT CANCELLATION REFUND	PARKS-RECREATION	70.00
139560	HOLT SERVICES INC	RELEASE RETAINAGE #W1802	UTILITY CONSTRUCTION	52,249.45
139561	HOME DEPOT USA	TOTE	COMMUNITY	28.32
139562	HOME DEPOT USA	JANITORIAL SUPPLIES	SOLID WASTE OPERATIONS	76.29
	HOME DEPOT USA		MAINT OF GENL PLANT	145.30
	HOME DEPOT USA		COURT FACILITIES	247.67
	HOME DEPOT USA		CITY HALL	251.97
	HOME DEPOT USA		UTIL ADMIN	309.26
	HOME DEPOT USA		PUBLIC SAFETY BLDG	309.26
	HOME DEPOT USA		MAINT OF GENL PLANT	339.65
	HOME DEPOT USA		WASTE WATER TREATMENT	350.24
	HOME DEPOT USA	DEGREASER	ER&R	453.90
139563	HOUSE OF UPHOLSTERY	RECOVER DRIVERS SEAT	EQUIPMENT RENTAL	256.86
139564	HOWELL INVESTIGATION	INVESTIGATION SERVICES	MUNICIPAL COURTS	300.00
139565	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	141.24
139566	INGRAHAM, GERRIE P	INSTRUCTOR SERVICES	RECREATION SERVICES	39.00
	INGRAHAM, GERRIE P		RECREATION SERVICES	87.60
139567	INTERSTATE BATTERY	BATTERIES	ER&R	738.43
	INTERSTATE BATTERY		ER&R	946.10
139568	IRON MOUNTAIN	WASHED CHIPS	ROADWAY MAINTENANCE	195.67
139569	ISRAELSON, DAVE	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139570	J. THAYER COMPANY	OFFICE SUPPLIES	WATER DIST MAINS	70.90
	J. THAYER COMPANY	LYSOL SPRAY	ER&R	221.77
139571	J.A. BRENNAN ASSOC	PROFESSIONAL SERVICES	GMA-PARKS	15,562.46
139572	JAMES, MARK	TRAVEL REMIBURSEMENT	CITY COUNCIL	2,503.81
139573	JONES, JENNIFER	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139574	KANEHEN, KELLEY		PARKS-RECREATION	10.00
139575	KARESA, PAUL	UB REFUND	WATER/SEWER OPERATION	27.99
139576	KENNEDY, HELEN	EVENT CANCELLATION REFUND	PARKS-RECREATION	12.00
	KENNEDY, HELEN		PARKS-RECREATION	12.00
139577	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	3,592.55
139578	KENWORTH NORTHWEST	DIAGNOSE AND REPAIR #J025	EQUIPMENT RENTAL	5,446.75
139579	KING, THOMAS	REIMBURSE TRAVEL EXPENSE	CITY COUNCIL	370.61
139580	KONARZEWSKI, MAE	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00

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139580	KONARZEWSKI, MAE	EVENT CANCELLATION REFUND	PARKS-RECREATION	40.00
139581	KOSTELECKY, DAVID		PARKS-RECREATION	10.00
139582	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	138.60
	KUNG FU 4 KIDS		RECREATION SERVICES	297.50
	KUNG FU 4 KIDS		RECREATION SERVICES	333.20
	KUNG FU 4 KIDS		RECREATION SERVICES	333.20
139583	KUNTZ, TAMI	EVENT CANCELLATION REFUND	PARKS-RECREATION	38.89
139584	LA HOZ, ALAINNA		PARKS-RECREATION	125.00
139585	LAKE INDUSTRIES	DRAIN ROCK	SEWER MAIN COLLECTION	162.58
	LAKE INDUSTRIES	DEBRIS REMOVAL	ROADWAY MAINTENANCE	176.00
	LAKE INDUSTRIES		ROADWAY MAINTENANCE	192.00
139586	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	94,055.00
139587	LAKESWOOD SCHOOL DIST		SCHOOL MIT FEES	2,541.00
139588	LAMOUREUX, THOMAS	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
139589	LANGFORD, KATHERINE		PARKS-RECREATION	39.00
139590	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	281.25
139591	LARGENT, MIZZY	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
139592	LEFOTU, DANIEL		PARKS-RECREATION	10.00
139593	LES SCHWAB TIRE CTR	TIRES	EQUIPMENT RENTAL	1,491.65
	LES SCHWAB TIRE CTR		EQUIPMENT RENTAL	1,646.73
	LES SCHWAB TIRE CTR		EQUIPMENT RENTAL	4,435.26
139594	LEWIS, DAVID	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
139595	LIVESAY, SONIA		PARKS-RECREATION	32.50
139596	LONNEKER, LINDA		PARKS-RECREATION	32.50
139597	LOWES HIW INC	BATTERIES AND SPRAY BOTTLE	WATER QUAL TREATMENT	56.36
	LOWES HIW INC	ORGANIZER, SHOP VAC, FILTERS AND TORCH	SUNNYSIDE FILTRATION	254.48
	LOWES HIW INC	HANGERS AND SHELVING	ROADSIDE VEGETATION	324.51
139598	LYNCH, AIMEE	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
139599	MAHOOD, DEBRA		PARKS-RECREATION	10.00
139600	MAHOOD, DOUG		PARKS-RECREATION	10.00
139601	MAJOR, ELIZABETH		PARKS-RECREATION	84.87
139602	MANHOLES NORTHWEST	CHANNELED SANITARY SEWER MANHOLE	SEWER MAIN COLLECTION	1,475.55
139603	MARSTROM, HEATHER	EVENT CANCELLATION REFUND	PARKS-RECREATION	84.87
139604	MARTIN, ALICIA		PARKS-RECREATION	16.67
139605	MARYSVILLE PRINTING	BUSINESS CARDS	COMMUNITY SERVICES UNIT	84.16
	MARYSVILLE PRINTING	FINDING & SENTENCING FORMS	MUNICIPAL COURTS	566.56
139606	MASELLA, BONNIE	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
139607	MCCARTY, KATHY		PARKS-RECREATION	38.89
139608	MCCLAY, CHELSEA		PARKS-RECREATION	84.87
139609	MCCOLLUM, MARK	UB REFUND	WATER/SEWER OPERATION	319.27
139610	MCKESSON MEDICAL	GLOVES	POLICE PATROL	132.55
	MCKESSON MEDICAL		POLICE PATROL	466.45
139611	MCLOUGHLIN & EARDLEY	POLICE OUTFITTING EQUIPMENT	EQUIPMENT RENTAL	1,450.08
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	2,900.18
139612	MCNICOL, WAYNE	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
139613	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	1,485.20
139614	MILES SAND & GRAVEL	CONCRETE	SIDEWALKS MAINTENANCE	795.16
139615	MILLER, DAN	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
139616	MILLS, AMY		PARKS-RECREATION	84.87
139617	MOBILE WIRELESS LLC	MAINTENANCE/LICENSE	WATER DIST MAINS	173.96
	MOBILE WIRELESS LLC		WASTE WATER TREATMENT	173.96
	MOBILE WIRELESS LLC		EXECUTIVE ADMIN	347.92
	MOBILE WIRELESS LLC		COMPUTER SERVICES	4,523.24

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139617	MOBILE WIRELESS LLC	MAINTENANCE/LICENSES	COMPUTER SERVICES	6,974.43
139618	MORGAN SOUND	SERVICE CALL CREDIT	EXECUTIVE ADMIN	-205.49
	MORGAN SOUND		COMPUTER SERVICES	-205.48
	MORGAN SOUND	MICROPHONE INSTALLATION	MUNICIPAL COURTS	2,510.18
139619	MOTOR TRUCKS	BRAKE HOSE	EQUIPMENT RENTAL	44.77
	MOTOR TRUCKS	COOLANT	ER&R	275.17
	MOTOR TRUCKS	AIR FILTERS	ER&R	489.45
	MOTOR TRUCKS	FILTERS AND COOLANT	ER&R	632.23
	MOTOR TRUCKS	BRAKE HOSE AND SLACK ADJUSTER	ER&R	1,564.91
139620	MOUNTAIN MIST	COOLER RENTAL AND WATER	WASTE WATER TREATMENT	4.81
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	4.81
	MOUNTAIN MIST		SEWER MAIN COLLECTION	4.81
	MOUNTAIN MIST		WASTE WATER TREATMENT	6.77
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	6.78
	MOUNTAIN MIST		SEWER MAIN COLLECTION	6.78
139621	MULLER, STEVE	REIMBURSE TRAVEL EXPENSE	CITY COUNCIL	178.78
139622	MUNNICH, KERRY	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
139623	NATIONAL BARRICADE	DELINEATORS AND PINS	TRAFFIC CONTROL DEVICES	347.71
139624	NATIONAL STORMWATER	TRAINING-SIMON	STORM DRAINAGE	824.00
139625	NC MACHINERY COMPANY	FILTERS	ER&R	40.30
139626	NEATHERLIN, SHERYL	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
139627	NELSON PETROLEUM	BULK OIL	ER&R	846.24
139628	NESS & CAMPBELL CRAN	CRANE RENTAL	WASTE WATER TREATMENT	1,863.57
	NESS & CAMPBELL CRAN		WASTE WATER TREATMENT	4,645.25
139629	NEW DIRECTION HYPNOS	INSTRUCTOR SERVICES	RECREATION SERVICES	12.00
139630	NEWMAN BURROW LLC	ACTIVITY GUIDE	RECREATION SERVICES	9,243.50
139631	NORIEGA, CRISTINA	EVENT CANCELLATION REFUND	PARKS-RECREATION	22.00
139632	NORTH SOUND HOSE	COUPLER, PLUG, BUSHING AND TAPE	STORM DRAINAGE	74.82
139633	NORTHWESTERN AUTO	REPAIR ACCIDENT DAMAGE #530	EQUIPMENT RENTAL	1,670.79
	NORTHWESTERN AUTO	REPAIR ACCIDENT DAMAGE #V034	EQUIPMENT RENTAL	3,191.90
139634	NORTON, KAMILLE	REIMBURSE TRAVEL EXPENSE	CITY COUNCIL	234.83
139635	OFFICE DEPOT	SUPPLY CREDIT	UTIL ADMIN	-162.77
	OFFICE DEPOT	OFFICE SUPPLIES	CITY COUNCIL	11.10
	OFFICE DEPOT		UTILITY BILLING	12.66
	OFFICE DEPOT		COMMUNITY	19.64
	OFFICE DEPOT	USB CORD	UTIL ADMIN	21.85
	OFFICE DEPOT	SPILL CLEAN UP KITS	WASTE WATER TREATMENT	23.10
	OFFICE DEPOT		STORM DRAINAGE	23.11
	OFFICE DEPOT	OFFICE SUPPLIES	CITY CLERK	53.31
	OFFICE DEPOT		ENGR-GENL	55.88
	OFFICE DEPOT		UTIL ADMIN	55.89
	OFFICE DEPOT		OFFICE OPERATIONS	65.29
	OFFICE DEPOT	PURELL	UTIL ADMIN	85.78
	OFFICE DEPOT	SURFACE PEN	SEWER MAIN COLLECTION	110.60
	OFFICE DEPOT	DISINFECTING WIPES	UTIL ADMIN	120.11
	OFFICE DEPOT	DESK SHELL	ENGR-GENL	185.79
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	211.12
	OFFICE DEPOT	PURELL AND LYSOL SPRAY	UTIL ADMIN	217.81
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	218.56
	OFFICE DEPOT		POLICE PATROL	242.67
	OFFICE DEPOT		DETENTION & CORRECTION	621.34
139636	OREILLY AUTO PARTS	GASKET CREDIT	EQUIPMENT RENTAL	-57.07
	OREILLY AUTO PARTS	GASKET	EQUIPMENT RENTAL	49.83

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139636	OREILLY AUTO PARTS	GASKETS	EQUIPMENT RENTAL	57.07
	OREILLY AUTO PARTS	RESERVOIR TANK	EQUIPMENT RENTAL	85.58
	OREILLY AUTO PARTS	IDLER PULLEY, BELT AND TENSIONER	EQUIPMENT RENTAL	105.80
139637	PACIFIC PLUMBING	FLOOR DRAINS	WATER FILTRATION PLANT	39.61
	PACIFIC PLUMBING		WATER FILTRATION PLANT	79.22
139638	PACIFIC TOPSOILS	DEBRIS REMOVAL	ROADSIDE VEGETATION	160.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	160.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	160.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	160.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	160.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	160.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	160.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	160.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	160.00
139639	PALM, KEVIN	EVENT CANCELLATION REFUND	PARKS-RECREATION	40.00
139640	PARTS STORE, THE	FILTER CREDIT	ER&R	-29.31
	PARTS STORE, THE	LOCK KIT	EQUIPMENT RENTAL	10.39
	PARTS STORE, THE	COMPRESSOR OIL	ROADWAY MAINTENANCE	14.07
	PARTS STORE, THE	FILTERS	ER&R	17.12
	PARTS STORE, THE	OIL FILTERS	ER&R	24.07
	PARTS STORE, THE	THERMOSTAT AND GASKET	EQUIPMENT RENTAL	24.73
	PARTS STORE, THE	FLOOR MATS	EQUIPMENT RENTAL	34.32
	PARTS STORE, THE	SENSOR AND CONNECTOR	EQUIPMENT RENTAL	94.89
	PARTS STORE, THE	MISC FILTERS AND WIPER BLADES	ER&R	105.20
	PARTS STORE, THE	WATER PUMP, GASKET AND BELT	EQUIPMENT RENTAL	122.88
	PARTS STORE, THE	GEAR OIL, CEMENT AND SEALANT	SMALL ENGINE SHOP	169.90
	PARTS STORE, THE	BRAKE ROTORS, PADS AND SEALS	EQUIPMENT RENTAL	180.49
	PARTS STORE, THE	EXHAUST FLUID	ROADSIDE VEGETATION	255.98
	PARTS STORE, THE	OZZY JUICE AND OIL	SMALL ENGINE SHOP	298.43
	PARTS STORE, THE	COOLANT	ER&R	339.57
	PARTS STORE, THE	MISC FILTERS	ER&R	782.01
	PARTS STORE, THE	MISC HOSE	EQUIPMENT RENTAL	1,118.69
139641	PENNINGTON, ANNA	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
139642	PEREZ, AARON		PARKS-RECREATION	16.67
139643	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	19.01
	PETROCARD SYSTEMS		COMPUTER SERVICES	39.18
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	93.03
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	130.58
	PETROCARD SYSTEMS		COMMUNITY	312.28
	PETROCARD SYSTEMS		PARK & RECREATION FAC	657.74
	PETROCARD SYSTEMS		GENERAL	1,896.84
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	2,912.78
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,408.99
	PETROCARD SYSTEMS		POLICE PATROL	6,445.47
139644	PETTY CASH - PWII	MEETING SUPPLIES AND LICENSING	UTIL ADMIN	6.59
	PETTY CASH - PWII		EQUIPMENT RENTAL	23.25
139645	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	3.78
	PGC INTERBAY LLC		PRO-SHOP	31.37
	PGC INTERBAY LLC		MAINTENANCE	64.96
	PGC INTERBAY LLC		MAINTENANCE	70.94
	PGC INTERBAY LLC		PRO-SHOP	84.52
	PGC INTERBAY LLC		MAINTENANCE	86.85
	PGC INTERBAY LLC		PRO-SHOP	168.06

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139645	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	170.03
	PGC INTERBAY LLC		MAINTENANCE	206.90
	PGC INTERBAY LLC		MAINTENANCE	399.19
	PGC INTERBAY LLC		PRO-SHOP	1,074.63
	PGC INTERBAY LLC		MAINTENANCE	4,462.34
	PGC INTERBAY LLC		GOLF COURSE	5,109.85
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	7,863.76
	PGC INTERBAY LLC		MAINTENANCE	10,470.27
139646	PILAND, KATHRYN	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	PILAND, KATHRYN		PARKS-RECREATION	10.00
139647	PILCHUCK FUSCHSIA		PARKS-RECREATION	60.00
139648	PILCHUCK RENTALS	SPRAYER	PARK & RECREATION FAC	131.11
	PILCHUCK RENTALS	APRON CHAPS	ROADSIDE VEGETATION	240.44
139649	PLATT ELECTRIC	DUCT SEAL AND FUSES	STREET LIGHTING	187.94
	PLATT ELECTRIC	28W LAMPS	PUBLIC SAFETY BLDG	236.74
139650	POLLARDWATER	DECHLOR TABLETS	WATER DIST MAINS	445.05
139651	POSITIVE CONCEPTS IN	SECTOR PAPER	GENERAL FUND	-22.79
	POSITIVE CONCEPTS IN		POLICE PATROL	267.79
139652	POSTAL SERVICE	POSTAGE	POLICE ADMINISTRATION	2,500.00
139653	POSTAL SERVICE		MUNICIPAL COURTS	2,000.00
	POSTAL SERVICE		PROBATION	2,000.00
139654	PREDOI, BEATRICE	EVENT CANCELLATION REFUND	PARKS-RECREATION	38.89
139655	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURSE	GOLF ADMINISTRATION	8,926.88
139656	PRIEST, GARY & PATSY	UB REFUND	WATER/SEWER OPERATION	27.75
139657	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	3,182.15
139658	PUD	RELOCATE 10 POLES	GMA - STREET	
139659	PUD	ACCT #205136245	SEWER LIFT STATION	15.90
	PUD	ACCT #202461034	UTILADMIN	16.20
	PUD	ACCT #202031134	PUMPING PLANT	17.74
	PUD	ACCT #201668043	PARK & RECREATION FAC	23.61
	PUD	ACCT #203569751	STORM DRAINAGE	24.66
	PUD	ACCT #200650745	TRANSPORTATION	26.42
	PUD	ACCT #202476438	SEWER LIFT STATION	26.94
	PUD	ACCT #201672136	SEWER LIFT STATION	28.17
	PUD	ACCT #201610185	TRANSPORTATION	29.99
	PUD	ACCT #202499489	COMMUNITY EVENTS	31.29
	PUD	ACCT #202178158	SEWER LIFT STATION	33.66
	PUD	ACCT #201065281	PARK & RECREATION FAC	33.86
	PUD	ACCT #202694337	TRANSPORTATION	35.57
	PUD	ACCT #202368551	PARK & RECREATION FAC	40.13
	PUD	ACCT #202140489	TRANSPORTATION	41.28
	PUD	ACCT #201670890	TRANSPORTATION	42.89
	PUD	ACCT #203005160	STREET LIGHTING	43.93
	PUD	ACCT #200827277	TRANSPORTATION	46.64
	PUD	ACCT #203199732	TRANSPORTATION	47.53
	PUD	ACCT #220792733	STREET LIGHTING	52.84
	PUD	ACCT #202143111	TRANSPORTATION	54.61
	PUD	ACCT #202012589	PARK & RECREATION FAC	55.50
	PUD	ACCT #202368544	TRANSPORTATION	56.36
	PUD	ACCT #200571842	TRANSPORTATION	56.92
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	73.20
	PUD	ACCT #202557450	STREET LIGHTING	86.25
	PUD	ACCT #202463543	SEWER LIFT STATION	87.57

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139659	PUD	ACCT #203231006	TRANSPORTATION	91.56
	PUD	ACCT #200084036	TRANSPORTATION	101.91
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	147.08
	PUD	ACCT #220761807	OPERA HOUSE	165.71
	PUD	ACCT #200790061	PARK & RECREATION FAC	170.73
	PUD	ACCT #220761175	OPERA HOUSE	175.81
	PUD	ACCT #203223458	PARK & RECREATION FAC	186.11
	PUD	ACCT #202000329	PARK & RECREATION FAC	215.46
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	228.07
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	238.71
	PUD	ACCT #201225067	PARK & RECREATION FAC	255.71
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	288.15
	PUD	ACCT #200070449	TRANSPORTATION	306.85
	PUD	ACCT #201147253	PUMPING PLANT	315.58
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	377.32
	PUD	ACCT #200625382	SEWER LIFT STATION	387.16
	PUD	ACCT #201021607	PARK & RECREATION FAC	393.70
	PUD	ACCT #201021698	PARK & RECREATION FAC	476.86
	PUD	ACCT #200479541	COMMUNITY CENTER	504.85
	PUD	ACCT #202689287	WASTE WATER TREATMENT	630.86
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,055.51
	PUD	ACCT #200586485	SEWER LIFT STATION	1,073.60
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,728.37
	PUD	ACCT #202075008	WASTE WATER TREATMENT	8,886.47
	PUD	ACCT #201721180	WASTE WATER TREATMENT	21,710.02
139660	PURCELL, NANCY	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
139661	RAIN FOR RENT	PIPE RENTAL	WATER RESERVOIRS	1,913.69
139662	RINEHARDT, LIHA	EVENT CANCELLATION REFUND	PARKS-RECREATION	69.50
139663	ROBINSON, DIANE		PARKS-RECREATION	20.00
	ROBINSON, DIANE		PARKS-RECREATION	30.00
139664	ROSEMOUNT ANALYTICAL	WATER QUALITY SUPPLIES	SUNNYSIDE FILTRATION	2,241.31
	ROSEMOUNT ANALYTICAL	WWTP SUPPLIES	WATER FILTRATION PLANT	2,272.45
	ROSEMOUNT ANALYTICAL		PUMPING PLANT	2,389.40
139665	ROSENKRANZ, JANIS	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
	ROSENKRANZ, JANIS		PARKS-RECREATION	20.00
139666	ROSS, DEANA		PARKS-RECREATION	38.89
139667	ROY ROBINSON	CONTROL ARM	EQUIPMENT RENTAL	217.27
	ROY ROBINSON	BRAKE ROTORS	ER&R	290.61
	ROY ROBINSON	INSTRUMENT CLUSTER	EQUIPMENT RENTAL	321.77
	ROY ROBINSON	CONTROL ARMS AND MOTOR MOUNTS	ER&R	1,100.14
	ROY ROBINSON	REPLACE RACK & PINION #P157	EQUIPMENT RENTAL	1,993.54
	ROY ROBINSON	BRAKE ROTORS, PADS AND RELAYS	ER&R	2,951.65
139668	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
139669	SAFEGWAY INC.	MEETING SUPPLIES	UTIL ADMIN	17.49
	SAFEGWAY INC.		ROADWAY MAINTENANCE	19.07
139670	SAKIN, ASHARA	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
139671	SALINAS SAWING	ASPHALT CUTTING	WATER MAINS INSTALL	882.05
139672	SANGHA, MANDEEP	BUSINESS LICENSE FEE REFUND	GENL FUND BUS LIC &	65.00
139673	SCHIESSL, CHELSEY	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
139674	SESAC	LATE FEE	RECREATION SERVICES	22.44
139675	SHAFER, JANE	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	SHAFER, JANE		PARKS-RECREATION	10.00
139676	SHARP, LEEANN		PARKS-RECREATION	10.00

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139677	SHEARER, TESSA	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
139678	SHELDON, MICHELLE		PARKS-RECREATION	15.00
	SHELDON, MICHELLE		PARKS-RECREATION	15.00
	SHELDON, MICHELLE		PARKS-RECREATION	15.00
139679	SHRED-IT US	MONTHLY SHREDDING SERVICE	PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
139680	SIEMINSKI, NICOLE	EVENT CANCELLATION REFUND	PARKS-RECREATION	22.00
139681	SIGMAN, MICHAEL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	349.20
139682	SKYLINE ELECTRICAL	PERMIT REFUND	COMMUNITY DEVELOPMENT	50.00
139683	SMITH, SHARON A	UB REFUND	GARBAGE	44.52
139684	SNO CO CHAPTER OF	INSTRUCTOR SERVICES	RECREATION SERVICES	84.00
	SNO CO CHAPTER OF		RECREATION SERVICES	187.20
139685	SNO CO PUBLIC WORKS	RR6045 152ND/SM PT BLVD	TRANSPORTATION	470.96
139686	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	144,305.00
139687	SNO CO TREASURER	SCSO MEDICAL - FEBRUARY 2020	DETENTION & CORRECTION	591.18
	SNO CO TREASURER	INMATE HOUSING-FEB 2020	DETENTION & CORRECTION	50,941.23
139688	SOLID WASTE SYSTEMS	BACK-UP CAMERA INSTALL-#J034	EQUIPMENT RENTAL	1,020.08
139689	SONG, RYAN	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	SONG, RYAN		PARKS-RECREATION	10.00
139690	SONS OF ITALY		PARKS-RECREATION	30.00
139691	SOUND PUBLISHING	LEGAL AD	SEWER CAPITAL PROJECTS	263.46
139692	SPANGLER, GLEN & TER	UB REFUND	WATER/SEWER OPERATION	349.61
139693	SPENCE, JUDY	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
139694	SPRINGBROOK NURSERY	BARK	ROADSIDE VEGETATION	128.55
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	596.25
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	1,285.52
139695	ST. JEAN, ROBBIE	INSTRUCTOR SERVICES	RECREATION SERVICES	18.00
139696	STAATS, VERONICA	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
	STAATS, VERONICA		PARKS-RECREATION	30.00
139697	STANWOOD REDI-MIX	PEA MIX	SIDEWALKS MAINTENANCE	882.05
	STANWOOD REDI-MIX	PEA MIX AND EXP JOINTS	SIDEWALKS MAINTENANCE	1,285.37
139698	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	58.28
	STAPLES		MUNICIPAL COURTS	124.56
	STAPLES		MUNICIPAL COURTS	134.88
	STAPLES		MUNICIPAL COURTS	258.67
139699	STATE PATROL	ACCESS USER FEE	COMMUNICATION CENTER	600.00
139700	STEPURA, JENNIFER	EVENT CANCELLATION REFUND	PARKS-RECREATION	80.00
139701	STEVENS, VICTORIA		PARKS-RECREATION	60.00
139702	STIVERS, JULIE		PARKS-RECREATION	20.00
139703	STOKES, NANCY		PARKS-RECREATION	10.00
139704	STOKLOSA, TAMARA		PARKS-RECREATION	39.00
139705	STONEWAY ELECTRIC	OUTLET, BOX AND HARDWARE	SOURCE OF SUPPLY	18.98
	STONEWAY ELECTRIC	LIFT STATION REPAIR PARTS	SEWER LIFT STATION	41.64
	STONEWAY ELECTRIC	OUTLETS, COVERS AND SWITCHES	FACILITY MAINTENANCE	110.12
139706	STOOPS, SARAH	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	STOOPS, SARAH		PARKS-RECREATION	22.00
139707	STROM, ANNA		PARKS-RECREATION	60.00
139708	STRYKER BROTHERS	REPAIR #967	EQUIPMENT RENTAL	1,626.48
139709	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATION	2,890.25
139710	SWALE, EDWARD JR	EVENT CANCELLATION REFUND	PARKS-RECREATION	40.00
139711	SWITCH ELECTRIC LLC	ONLINE PERMIT REFUND	COMMUNITY DEVELOPMENT	50.00
139712	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	18.19
	TACOMA SCREW PRODUCT	SPRAY PAINT	ER&R	127.68

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139713	TESSCO INC	ANTENNA	EQUIPMENT RENTAL	38.13
	TESSCO INC	ANTENNAS AND CABLES	EQUIPMENT RENTAL	186.88
	TESSCO INC		EQUIPMENT RENTAL	432.34
139714	TRAFFIC SAFETY SUPPL	STOP/SLOW PADDLES AND PVC HANDLES	STORM DRAINAGE	139.89
	TRAFFIC SAFETY SUPPL		SEWER MAIN COLLECTION	139.89
139715	TRANSPORTATION SOLUT	PROFESSIONAL SERVICES	GMA - STREET	3,077.50
	TRANSPORTATION SOLUT		GMA - STREET	3,568.52
	TRANSPORTATION SOLUT		GMA - STREET	3,735.00
	TRANSPORTATION SOLUT		GMA - STREET	8,736.65
	TRANSPORTATION SOLUT		GMA - STREET	52,369.50
139716	TRUE NORTH EQUIPMENT	WRONG SALES TAX INV B00270	ER&R	-240.94
	TRUE NORTH EQUIPMENT	ROLLER BEARINGS AND PINS	ER&R	240.94
	TRUE NORTH EQUIPMENT		ER&R	242.27
139717	UNITED TACTICAL	TRAINING - GERFIN	POLICE TRAINING-FIREARMS	300.00
139718	UNIVAR SOLUTIONS USA	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	1,324.88
139719	UNIVERSAL FIELD	SERVICES PROVIDED	GMA - STREET	2,807.28
	UNIVERSAL FIELD		GMA - STREET	3,047.19
139720	US PLASTIC CORP	WASH RACK VACUUM HOSE	MAINT OF GENL PLANT	19.09
139721	VERIZON	WIRELESS CHARGES	CRIME PREVENTION	24.89
	VERIZON		PURCHASING/CENTRAL	24.89
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		UTILITY BILLING	49.78
	VERIZON		PERSONNEL ADMINISTRATION	52.29
	VERIZON		PROPERTY TASK FORCE	56.76
	VERIZON		SEWER LIFT STATION	80.02
	VERIZON		EQUIPMENT RENTAL	106.54
	VERIZON		FACILITY MAINTENANCE	113.52
	VERIZON		FINANCE-GENL	123.66
	VERIZON		LEGAL-GENL	123.66
	VERIZON		OFFICE OPERATIONS	170.28
	VERIZON		COMMUNITY SERVICES UNIT	170.28
	VERIZON		PARK & RECREATION FAC	188.26
	VERIZON		TRANSPORTATION	200.05
	VERIZON		RECREATION SERVICES	213.08
	VERIZON		LEGAL - PROSECUTION	237.04
	VERIZON		MUNICIPAL COURTS	250.51
	VERIZON		YOUTH SERVICES	283.80
	VERIZON		WATER QUAL TREATMENT	315.20
	VERIZON		WATER SUPPLY MAINS	320.22
	VERIZON		SOLID WASTE CUSTOMER	320.78
	VERIZON		DETENTION & CORRECTION	365.45
	VERIZON		POLICE INVESTIGATION	397.32
	VERIZON		EXECUTIVE ADMIN	400.57
	VERIZON		WASTE WATER TREATMENT	582.04
	VERIZON		COMPUTER SERVICES	583.95
	VERIZON		COMMUNITY	642.58
	VERIZON		STORM DRAINAGE	659.26
	VERIZON		GENERAL	760.58
	VERIZON		POLICE ADMINISTRATION	819.53
	VERIZON		ENGR-GENL	952.32
	VERIZON		UTIL ADMIN	2,082.31
	VERIZON		POLICE PATROL	2,832.48
139722	VIEN, ROBERT	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00

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139723	VSP	COBRA APRIL VISION PREMIUM CREDIT	MEDICAL CLAIMS	-39.30
	VSP	RETIREE APRIL VISION PREMIUM	MEDICAL CLAIMS	13.10
	VSP	ACTIVE APRIL VISION PREMIUM	MEDICAL CLAIMS	9,397.52
139724	WALTON, CHELSEA	EVENT CANCELLATION REFUND	PARKS-RECREATION	80.00
139725	WASHINGTON STATE UNV	CONFERENCE-CALLAHAN	TRAINING	385.00
	WASHINGTON STATE UNV	CONFERENCE-WETZEL	TRAINING	385.00
139726	WASTE MANAGEMENT	YARD WASTE/RECYCLE SERVICE	RECYCLING OPERATION	134,787.32
139727	WATKIN, RYAN	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
139728	WAXIE SANITARY SUPPL	BLEACH	PARK & RECREATION FAC	19.13
	WAXIE SANITARY SUPPL	RAGS AND SHOP TOWELS	PARK & RECREATION FAC	179.93
	WAXIE SANITARY SUPPL	TOILET PAPER	PARK & RECREATION FAC	233.40
	WAXIE SANITARY SUPPL	VIREX	FACILITY MAINTENANCE	367.03
	WAXIE SANITARY SUPPL	PURELL	PARK & RECREATION FAC	396.19
139729	WEAVER, CAITLIN	EVENT CANCELLATION REFUND	PARKS-RECREATION	39.00
	WEAVER, CAITLIN		PARKS-RECREATION	39.00
139730	WERNER, KYLE		PARKS-RECREATION	80.00
139731	WERNET, DOLAN		PARKS-RECREATION	10.00
139732	WESTERN SYSTEMS	LOCKING COLLAR ASSEMBLIES	TRANSPORTATION	345.87
	WESTERN SYSTEMS	LED BOARD	TRANSPORTATION	846.18
139733	WESTERN TRUCK	SPRING BRAKES	ER&R	130.25
	WESTERN TRUCK	SWITCHES	ER&R	338.17
	WESTERN TRUCK	REPAIR #J035	EQUIPMENT RENTAL	4,872.75
139734	WHISTLE WORKWEAR	JEANS-HAVELLANA	SOLID WASTE OPERATIONS	123.49
	WHISTLE WORKWEAR	BOOTS AND JEANS-GESSNER, KEVIN	UTIL ADMIN	291.48
139735	WILD, KENNETH	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	WILD, KENNETH		PARKS-RECREATION	10.00
139736	WSP USA INC	SERVICES PROVIDED	GMA - STREET	2,708.59
139737	YONKERS, TANIS	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
139738	ZARIPOVA, TATIANA		PARKS-RECREATION	10.00

WARRANT TOTAL:

5,725,526.02


REASON FOR VOIDS:

- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY

Index #6

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 13th, 2020

AGENDA ITEM:	
Contract Award - 83rd Ave NE and Soper Hill Rd Intersection Improvements	
PREPARED BY:	DIRECTOR APPROVAL:
Kyle Woods, Project Engineer	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Certified Bid Tab	
BUDGET CODE:	AMOUNT:
30500030.563000, R1705	\$850,365.67
SUMMARY:	

The 83rd Ave NE and Soper Hill Rd Intersection Improvements project includes improvements within the City of Lake Stevens in accordance with an Interlocal Agreement (ILA) that was executed on July 9, 2019. The ILA specifies that the City of Marysville will construct improvements at the intersection to mitigate traffic impacts due to development within the City of Marysville. The project will include construction of an 80-foot diameter roundabout intersection including demo, site preparation, imprinted concrete center and splitter islands, curb & gutter, concrete sidewalk/multipath, ADA ramps, storm water improvements, pavement planing, HMA pavement section and overlay, utility adjustments, pavement marking, signage, landscaping and irrigation and property restoration.

The project was advertised for a March 26, 2020 bid opening. The City received 7 bids as shown on the attached bid tabulation. The low bidder was Reece Construction at \$773,059.70. The engineer's estimate is \$1,356,150.25. References have been checked and found to be satisfactory.

Contract Bid:	\$773,059.70
<u>Management Reserve (10%):</u>	<u>\$77,305.97</u>
Total:	\$850,365.67

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the 83rd Ave NE and Soper Hill Rd Intersection Improvements project contract with Reece Construction in the amount of \$773,059.70 and approve a management reserve of \$77,305.97 for a total allocation of \$850,365.67.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the 83rd Ave NE and Soper Hill Rd Intersection Improvements project contract with Reece Construction in the amount of \$773,059.70 and approve a management reserve of \$77,305.97 for a total allocation of \$850,365.67.



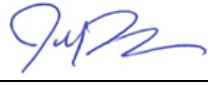
83rd and Soper Intersection Improvement
30500030.563000.R1705
Bid Tab

SPEC	ITEM	DESCRIPTION	Engineer's Estimate				RAZZ			
			QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1-09.07	1	MOBILIZATION	1	LS	\$98,332.00	\$98,332.00	\$92,000.00	\$92,000.00		
1-05.4	2	CONSTRUCTION SURVEYING	1	LS	\$28,673.00	\$28,673.00	\$20,000.00	\$20,000.00		
2-01.00	3	CLEARING AND GRUBBING	1	LS	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00		
2-02.SP	4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$15,000.00	\$15,000.00	\$2,500.00	\$2,500.00		
1-07.17(3)	5	LOCATE EXISTING UTILITIES	1	FA	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		
1-04.4(1)	6	MINOR CHANGE	1	FA	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00		
2-02.3(4)	7	SAWCUT	938	LF	\$3.00	\$2,814.00	\$4.00	\$3,752.00		
2-03.00	8	ROADWAY EXCAVATION INCL. HAUL	835	CY	\$45.00	\$37,575.00	\$45.00	\$37,575.00		
2-03.00	9	GRAVEL BORROW INCL. HAUL	456	TF	\$40.00	\$18,240.00	\$25.00	\$11,400.00		
8-01.0	10	BIODEGRADABLE CHECK DAM	43	LF	\$30.00	\$1,290.00	\$11.00	\$473.00		
7-05.00	11	CATCH BASIN TYPE 1	6	EA	\$2,400.00	\$14,400.00	\$2,032.00	\$12,192.00		
7-05.00	12	BEHVE STORM GRATE	3	EA	\$800.00	\$2,400.00	\$451.00	\$1,353.00		
7-05.3(3)	13	CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EA	\$1,600.00	\$1,600.00	\$902.00	\$902.00		
7-04.00	14	SOLID WALL PVC STORM SEWER PIPE 8 IN. DIAM	350	LF	\$55.00	\$29,750.00	\$37.00	\$12,960.00		
7-04.00	15	DUCTILE IRON PIPE 6 IN. DIAM. (STORM DRAINAGE)	11	LF	\$150.00	\$1,650.00	\$90.00	\$990.00		
7-04.00	16	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	52	LF	\$125.00	\$6,500.00	\$88.00	\$4,576.00		
8-24.00	17	UNDERDRAIN PIPE 4 IN. DIAM	128	LF	\$60.00	\$7,680.00	\$20.00	\$2,560.00		
8-24.00	18	CLEANOUT CAST IRON COVER	3	EA	\$450.00	\$1,350.00	\$390.00	\$1,170.00		
4-04.00	19	CRUSHED SURFACING BASE COURSE	341	TN	\$50.00	\$17,050.00	\$42.00	\$14,322.00		
4-04.00	20	CRUSHED SURFACING TOP COURSE	187	TN	\$50.00	\$9,350.00	\$85.00	\$15,895.00		
5-04.3	21	PLANNING BITUMINOUS PAVEMENT	226	SY	\$80.00	\$18,080.00	\$22.00	\$4,972.00		
5-04.00	22	HMA CL. 1/2 IN. PG 64-22	386	TN	\$150.00	\$57,900.00	\$134.00	\$51,724.00		
5-04.00	23	JOB MIX COMPLIANCE PRICE ADJUSTMENT	0	CALC	\$0.00	\$0.00	\$0.00	\$0.00		
1-07.15(1)	24	SPCC Plan	1	LS	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
8-01.00	25	TEMPORARY EROSION AND WATER POLLUTION CONTROL	1	LS	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00		
8-01.3(1)B	26	ESC LEAD	80	DAY	\$15.00	\$1,200.00	\$20.00	\$1,600.00		
8-01.00	27	INLET PROTECTION	3	EA	\$200.00	\$600.00	\$280.00	\$840.00		
8-01(9)A3	28	HIGH VISIBILITY SILT FENCE	979	LF	\$10.00	\$9,790.00	\$6.00	\$5,874.00		
8-02.00	29	TOPSOIL TYPE A	387.3	CY	\$65.00	\$25,174.50	\$63.00	\$24,399.90		
8-02.3	30	SEEDED LAWN INSTALLATION	461	SY	\$2.75	\$1,267.75	\$3.00	\$1,383.00		
9-14.00	31	Acer Rubrum 'Frankred' / RED SUNSET MAPLE (2" Gal.)	7	EA	\$425.00	\$2,975.00	\$571.00	\$3,997.00		
9-14.00	32	Carex obovata / SLOUGH (1 Gal.)	112	EA	\$15.00	\$1,680.00	\$14.00	\$1,568.00		
9-14.00	33	Cornus sanguinea 'Cato' / ARCTIC SUN DOGWOOD (1 Gal.)	42	EA	\$15.00	\$630.00	\$14.00	\$588.00		
9-14.00	34	Iris tenax / TOUGH-LEAF IRIS (1 Gal.)	92	EA	\$13.00	\$1,196.00	\$14.00	\$1,288.00		
9-14.00	35	Juncus effusus / SOFT RUSH (1 Gal.)	685	EA	\$11.00	\$7,535.00	\$14.00	\$9,590.00		
9-14.00	36	Salix purpurea 'Nana' / DWARF PURPLE OSIER WILLOW (1 Gal.)	43	EA	\$13.00	\$559.00	\$14.00	\$602.00		
9-14.00	37	Campanula rotundifolia / HAREBELL (1 Gal.)	112	EA	\$15.00	\$1,680.00	\$14.00	\$1,568.00		
9-14.00	38	Coneopsis verticillata 'Moonbeam' / MOONBEAM COREOPSIS (1 Gal.)	56	EA	\$15.00	\$840.00	\$14.00	\$784.00		
9-14.00	39	Cornus sericea 'Kelsey' / KELSEY DOGWOOD (1 Gal.)	112	EA	\$13.00	\$1,456.00	\$14.00	\$1,568.00		
9-14.00	40	Gaura lindheimeri 'Whirling Butterflies' / WHIRLING BUTTERFLIES GAURA (1 Gal.)	28	EA	\$15.00	\$420.00	\$14.00	\$392.00		
9-14.00	41	Helianthemum nummularium 'Hemfield Brilliant' / HENFIELD BRILLIANT SUNROSE (1 Gal.)	112	EA	\$15.00	\$1,680.00	\$14.00	\$1,568.00		
9-14.00	42	Nassella tenuissima / MEXICAN FEATHER GRASS (1 Gal.)	496	EA	\$13.00	\$6,448.00	\$14.00	\$6,944.00		
9-14.00	43	Sedum rupestre 'Angelina' / ANGELINA STONECROP (1 Gal.)	198	EA	\$11.00	\$2,178.00	\$14.00	\$2,772.00		
9-14.00	44	Scirpus autumnalis / AUTUMN MOOR GRASS (1 Gal.)	496	EA	\$13.00	\$6,448.00	\$14.00	\$6,944.00		
9-14.00	45	Spiraea betulifolia 'Tor' / BIRCHLEAF SPIRAEA (2 Gal.)	55	EA	\$25.00	\$1,375.00	\$24.00	\$1,212.00		
9-14.00	46	Teucrium chamaedrys 'Prostratum' / COMPACT CREEPING GERMANDER (1 Gal.)	112	EA	\$13.00	\$1,456.00	\$14.00	\$1,568.00		
8-02.00	47	BARK MULCH	87	SY	\$4.00	\$348.00	\$9.00	\$783.00		
8-02.00	48	ROOT BARRIER	337	LF	\$18.00	\$6,066.00	\$18.00	\$6,066.00		
8-02.00	49	BIORETENTION SWALE	1	LS	\$100,000.00	\$100,000.00	\$23,000.00	\$23,000.00		
8-02.00	50	STREAMBED COBBLES 4 IN.	25	CY	\$112.00	\$2,800.00	\$141.00	\$3,525.00		
8-03.00	51	IRRIGATION SYSTEM	1	LS	\$20,000.00	\$20,000.00	\$27,000.00	\$27,000.00		
8-02.00	52	CONSTRUCTION GEOTEXTILE FOR SEPARATION	112	SY	\$3.50	\$392.00	\$5.00	\$560.00		
8-04.00	53	CEMENT CONC. TRAFFIC CURB AND GUTTER	275	LF	\$45.00	\$12,375.00	\$42.00	\$11,550.00		
8-04.00	54	CEMENT CONC. TRAFFIC CURB AND GUTTER MODIFIED	347	LF	\$80.00	\$27,760.00	\$47.00	\$16,309.00		
8-04.00	55	CEMENT CONC. TRAFFIC CURB AND GUTTER, TYPE 2 ROLLED	625	LF	\$75.00	\$46,875.00	\$41.00	\$25,825.00		
8-04.00	56	CEMENT CONC. PEDESTRIAN CURB	76	LF	\$50.00	\$3,800.00	\$36.00	\$2,736.00		
8-04.00	57	ROUNDABOUT CENTRAL ISLAND CEMENT CONCRETE CURB	157	LF	\$160.00	\$25,120.00	\$78.00	\$12,246.00		
8-05.00	58	ROUNDABOUT STAMPED CONCRETE CENTER ISLAND	1375	SF	\$125.00	\$171,875.00	\$26.00	\$35,750.00		
8-05.00	59	ROUNDABOUT STAMPED CONCRETE APPROACH ISLANDS	485	SF	\$90.00	\$43,650.00	\$24.00	\$11,640.00		
8-05.00	60	ROUNDABOUT PANEL REINFORCEMENT	328	SF	\$20.00	\$6,560.00	\$17.00	\$5,576.00		
8-22.00	61	PAINT LINE	1475	LF	\$3.00	\$4,425.00	\$2.00	\$2,950.00		
8-22.00	62	PLASTIC LINE	1866	LF	\$3.00	\$5,598.00	\$2.00	\$3,732.00		
8-22.00	63	PLASTIC WIDE DOTTED ENTRY LINE	105	LF	\$5.00	\$525.00	\$4.00	\$420.00		
8-22.00	64	PLASTIC WIDE LANE LINE	32	LF	\$5.00	\$160.00	\$6.00	\$192.00		
8-22.00	65	PLASTIC CROSSWALK LINE	224	SF	\$30.00	\$6,720.00	\$10.00	\$2,240.00		
8-22.00	66	PAINTED CROSSWALK MARKING	321	LS	\$96.00	\$30,816.00	\$3.00	\$963.00		
1-10.00	67	PERMANENT SIGNING	1	LS	\$6,000.00	\$6,000.00	\$6,600.00	\$6,600.00		
1-10.00	68	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	\$58,000.00	\$58,000.00	\$45,000.00	\$45,000.00		
1-10.00	69	FLAGGERS	1440	HR	\$75.00	\$108,000.00	\$75.00	\$108,000.00		
8-14.00	70	CEMENT CONC. SIDEWALK	907	SY	\$70.00	\$63,490.00	\$45.00	\$40,815.00		
8-14.00	71	SPLITTER ISLAND PEB CROSSING	2	EA	\$8,000.00	\$16,000.00	\$3,667.00	\$7,334.00		
8-14.00	72	CEMENT CONC. CURB RAMP TYPE PARALLEL A	1	EA	\$5,000.00	\$5,000.00	\$1,858.00	\$1,858.00		
8-14.00	73	CEMENT CONC. CURB RAMP TYPE PERP. B	3	EA	\$4,000.00	\$12,000.00	\$1,858.00	\$5,574.00		
8-14.00	74	CEMENT CONC. CURB RAMP TYPE MODIFIED	1	EA	\$3,500.00	\$3,500.00	\$1,858.00	\$1,858.00		
7-05.00	75	ADJUST MANHOLE	6	EA	\$600.00	\$3,600.00	\$250.00	\$1,500.00		
7-05.00	76	ADJUST MANHOLE IN REINFORCED CONCRETE PANEL	1	EA	\$1,600.00	\$1,600.00	\$360.00	\$360.00		
7-05.00	77	ADJUST CATCH BASIN	1	EA	\$500.00	\$500.00	\$250.00	\$250.00		
7-12.5	78	ADJUST VALVE BOX	5	EA	\$900.00	\$2,500.00	\$218.00	\$1,090.00		
8-13.00	79	ADJUST MONUMENT CASE AND COVER IN REINFORCED CONC. PANEL	1	EA	\$1,600.00	\$1,600.00	\$304.00	\$304.00		
8-13.3(6)	80	QUARRY SPALLS	14	CY	\$125.00	\$1,750.00	\$152.00	\$2,128.00		
1-10.3(9)A	81	PROJECT SIGN	4	EA	\$1,600.00	\$6,400.00	\$892.00	\$3,568.00		
1-05.18	82	RECORD DRAWINGS (minimum bid \$4,000)	1	LS	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00		
8-12.00	83	VINYL COATED CHAINLINK FENCE	124	LF	\$110.00	\$13,640.00	\$45.00	\$5,580.00		
8-24.00	84	CONC. MODULAR BLOCK RETAINING WALL	240	SF	\$50.00	\$12,000.00	\$36.00	\$8,640.00		
1-09.6	85	FORCE ACCOUNT MISCELLANEOUS	1	FA	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00		
Totals						\$1,356,150.25		\$935,571.90		

Index #7

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 13th, 2020

AGENDA ITEM:	
Contract Award – 2020 Biosolids Removal and Reuse Project	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton, Project Engineer	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Certified Bid Tab	
BUDGET CODE:	AMOUNT:
402305594.563000, S2001	\$8,817,581.85
SUMMARY:	

The 2020 Biosolids Removal and Reuse project will include onsite dredging, screening, and dewatering of 15,100 dry tons of biosolids from the City’s wastewater treatment plant (WWTP) lagoons, along with the hauling and land application of the dewatered and screened biosolids at a Washington State Department of Ecology (DOE) permitted Beneficial Use Facility.

The project was advertised for a March 31, 2020 bid opening. The City received 3 bids as shown on the attached bid tabulation. The low bidder was American Process Group, Inc. at \$8,397,697.00. The engineer’s estimate is \$9,235,000.00. References have been checked and found to be satisfactory.

Contract Bid:	\$8,397,697.00
<u>Management Reserve:</u>	<u>\$419,884.85</u>
Total:	\$8,817,581.85

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the 2020 Biosolids Removal and Reuse project contract with American Process Group, Inc. in the amount of \$8,397,697.00 and approve a management reserve of \$419,884.85 for a total allocation of \$8,817,581.85.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the 2020 Biosolids Removal and Reuse contract with American Process Group, Inc. in the amount of \$8,397,697.00, and approve a management reserve of \$419,884.85, for a total allocation of \$8,817,581.85.



2020 Biosolids Removal and Reuse Project Certified Bid Tab

3/31/2020

40230594.563000.S2001 2020 BIOSOLIDS REMOVAL AND REUSE PROJECT

Apparent Low Bid

Schdule A				Engineer's Estimate		Merrell Brothers		Synagro West		APG		
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1	MINOR CHANGES	EST	1.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
1-09.7	2	MOBILIZATION/DEMOLIBIZATION	LS	1.00	\$150,000.00	\$150,000.00	\$467,000.00	\$467,000.00	\$525,000.00	\$525,000.00	\$322,434.00	\$322,434.00
	3	BIOSOLIDS REMOVAL AND REUSE	DT	15,100.00	\$600.00	\$9,060,000.00	\$627.00	\$9,467,700.00	\$600.00	\$9,060,000.00	\$533.13	\$8,050,263.00
						\$9,235,000.00		\$9,959,700.00		\$9,610,000.00		\$8,397,697.00



Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 04-13-2020

AGENDA ITEM:	
Approve Department of Corrections Amendment for extension of CCO assignment with Marysville NITE team	
PREPARED BY:	DIRECTOR APPROVAL:
Cmdr. Bradley Akau	
DEPARTMENT:	
Marysville Police Department	
ATTACHMENTS:	
See Inter-local Agreement	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The Department of Corrections currently provides a Community Corrections Officer to be housed with the Marysville NITE team 1 day a week since January 2018. Through this partnership with the Department of Corrections numerous arrests of wanted fugitives and DOC offenders have been made over the years, and several neighborhood livability issues successfully worked. The additional resources the current CCO provides to the NITE team amplifies the unit's capabilities enormously. This amendment would extend the existing ILA with the Department of Corrections through January 2022.

This Inter-local Agreement has be reviewed by the City Attorney.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the renewal Amendment Inter-local Agreement with State of Washington Department of Corrections</p>
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State of Washington
Department of Corrections

Contract No. K11665
Amendment No. 1

This Amendment is made by the Washington State Department of Corrections, hereinafter referred to as "Department," and the Marysville Police Department, hereinafter referred to as "Agency," for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and Agency. The Contract is incorporated into this amendment by reference thereto.

WHEREAS the purpose of this Contract Amendment is to extend the term of the Contract.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and Agency agree as follows:

The original Contract and all previous amendments, if any, are incorporated into this Amendment by reference.

PARAGRAPH 5. TERM is amended, in part, as follows:

This Agreement shall take effect January 1, 2018 and shall continue in effect until terminated (~~(January 1, 2020)~~) January 1, 2022. This Contract Agreement may be extended by mutual agreement of the parties for (~~(five (5))~~) four (4) additional two-year periods or portions thereof. Any such extension shall be evidenced by a properly completed written amendment to this Agreement. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.

Additions to this text are shown by underline and deletions by (~~strikeout~~). All other terms and conditions remain in full force and effect. The effective date of this Amendment is **January 1, 2020**.

THIS AMENDMENT, consisting of one (1) page(s) is executed by the persons signing below who warrant that they have the authority to execute the Contract.

MARYSVILLE POLICE DEPARTMENT

DEPARTMENT OF CORRECTIONS

(Signature)

(Signature)

(Printed Name)

Debra J. Eisen

(Printed Name)

(Title)

Contracts Administrator

(Title)

(Date)

(Date)

Approved as to Form: This Amendment format was approved by the office of the Attorney General.
Approval on file.



State of Washington
Department of Corrections

Contract No. K11665

This Interlocal Agreement ("Agreement") is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and the Marysville Police Department, hereinafter referred to as Agency.

WHEREAS, RCW Chapter 39.34 (Interlocal Cooperation Act) permits state agencies and local Governments to make the most efficient use of their powers by authorizing them to enter into Agreements with each other, in order to provide services and facilities in a manner best serving the needs and development of their local communities: and

WHEREAS, the purpose of this Agreement is to allow Department to place Community Corrections Officers ("CCO's") at the premises owned/operated by Agency located at 1635 Grove St., Marysville, WA 98270 ("Premises").

NOW THEREFORE, in consideration of the terms and conditions contained herein, Department and Agency agree as follows:

1. **Agency Responsibilities:** Agency shall provide only the following:

Office space for use by the CCO during joint operations, including access to telephones. Premises will be accessible to the CCO at any time the CCO is involved in an operation with the Agency.

2. **Department Responsibilities:** Department shall:

- A. Keep the office space clean
- B. Wear Department identification at all times when within the building.
- C. Escort visitors at all times while within the building.
- D. Supply a printer for the use of the CCO and any necessary supplies.
- E. Ensure that the CCO is not meeting with offenders at this location.

3. **Mutual benefits:** This Agreement improves both parties ability to carry out public safety responsibilities through:

- A. Joint Operations covering events, holidays, and home/field contact.
- B. Immediate response regarding felons under Department supervision.
- C. Joint involvement in Community groups.
- D. Information sharing resources, such as wanted persons information and local on-going community concerns.

4. **Access to information:**

- A. Access to all Department computer systems and files are restricted to the CCO. Department will follow its policy for dissemination of any information from its computer systems and files.
- B. Access to all Agency computer systems and files are restricted to Agency personnel unless trained and authorized. The Agency will follow its policy and applicable law concerning dissemination of all Agency information.

5. **Term:** This agreement shall take effect January 1, 2018 and shall continue in effect until terminated January 1, 2020. This Contract Agreement may be extended by mutual agreement of the parties for five (5) additional two-year periods or portions thereof. Any such extension shall be evidenced by a properly completed written amendment to this Agreement. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.
- 6 **Hold Harmless:** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and volunteers. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a part to this Agreement.
7. **Contact Persons:** The parties stipulate that the following persons shall be the contact person for their respective jurisdiction.
- A. Assistant Chief, Jeff Goldman, Marysville Police Department, 1635 Grove St., Marysville, WA 98270, (425) 754-6123.
- B. Kelly Miller, Field Administrator, Department of Corrections, (425) 513-5248, kmiller@doc1.wa.gov.
8. **Nothing herein shall require or be interpreted to:**
- A. Waive any defense arising out of RCW Title 51.
- B. Limit or restrict the ability of either entity or employee or legal counsel for either entity or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims for third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
9. **General Provisions:**
- A. Entire Agreement. This Agreement contains all of the terms with respect to any matter covered or mentioned in this Agreement.
- B. Modification. No provision of this Agreement may be modified except by written agreement signed by the Parties.
- C. Successors. This Agreement shall be binding upon the Parties' successors in interest, heirs, and assigns.
- D. Severability. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision.
- E. Default. In the event that either of the Parties defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.
- F. Venue. The venue for any dispute related to this Agreement shall be Thurston County, Washington.
- G. Waiver. Failure of the Agency to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- H. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

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

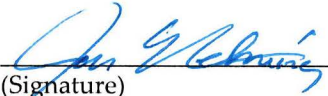
In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:


- A. Applicable state and federal statutes and rules;
- B. Statement of work; and
- C. Any other provisions of the Agreement, including materials incorporated by reference.


THIS Agreement, consisting of three (3) pages, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.


MARYSVILLE POLICE DEPARTMENT

DEPARTMENT OF CORRECTIONS

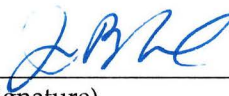


 (Signature)


 (Printed Name)


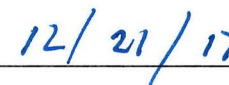
 (Title)


 (Date)



 (Signature)
 John R. Nispel

 (Printed Name)
 Contracts Administrator

 (Title)


 (Date)

Approved as to Form:
This Interlocal Agreement format was approved as to form by Pete Berney, AAG, of the Office of the Attorney General, on December 8, 2006

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE:

AGENDA ITEM:	
Benefit Coordinators Corporation Administration Agreement for Members of the Employers Health Coalition of Washington	
PREPARED BY:	DIRECTOR APPROVAL:
Teri Lester	
DEPARTMENT:	
Human Resources	
ATTACHMENTS:	
1. BCC contract for EHCW.	
BUDGET CODE:	AMOUNT:
<p>SUMMARY: With Marysville becoming self-insured for health benefits, the City needs to execute agreements with insurers and service providers.</p> <p>Benefit Coordinators Corporation (BCC) is a third party administrator who will provide benefit administration services to Employers Health Coalition of Washington (EHCW) members. EHCW is an independent, not for profit coalition established to provide public employers with the opportunity to reduce their benefit costs by multiplying purchasing power and providing access to a large variety of resources.</p> <p>BCC will provide consolidated invoicing and remittance, access to BenXcel, an employee portal for benefits administration, COBRA administration and retiree billing administration services for the City.</p> <p>This benefit administration and consolidated invoicing was previously provided under the Association of Washington Cities (AWC) umbrella. The City now has a new contract with BCC to provide these services.</p>	

RECOMMENDED ACTION: Staff recommends the council authorize the Mayor to execute the agreement with Benefit Coordinators Corporation.

**BENEFIT COORDINATORS CORPORATION
 ADMINISTRATION AGREEMENT FOR MEMBERS OF
 THE EMPLOYERS HEALTH COALITION OF WASHINGTON**

Name of Employer	City of Marysville
Business Address	1049 State Avenue
	Marysville, WA 98270

Employer’s tax identification number (EIN): 91-6001459.

In consideration of the covenants and obligations hereinafter set forth to be well and faithfully performed by the respective parties hereto, Self Insured Services Company, doing business as, Benefit Coordinators Corporation (hereinafter referred to as the “Administrator”) and the Employer hereby agree as follows:

DEFINITIONS

“EHCW” (Employers Health Coalition of Washington) is an independent, not for profit coalition established to provide public employers with the opportunity to reduce their benefit costs by multiplying purchasing power and providing access to a large variety of resources.

“Clearpoint/Alliant” is the appointed healthcare consultant for the EHCW and solicits public employers for membership on behalf of the EHCW.

“Administrator” (Benefit Coordinators Corporation, aka BCC) is the third party administrator who will provide benefit administration services to EHCW employer groups.

“Co-Broker” is a broker/consultant identified and qualified by Clearpoint/Alliant and is permitted to solicit and represent membership for the EHCW.

“Employer” is a member of the EHCW.

SECTION I - SERVICES TO BE PROVIDED TO EMPLOYER

- 1.1 In consideration of the fees to be paid to it, the Administrator hereby agrees to provide administrative services to the Employer in connection with the agreements identified in the “Services Exhibit” attached to this Benefit Coordinators Corporation Plan Administration Agreement (the “Administration Agreement” or the “Agreement”), as more fully set forth in each agreement’s respective Exhibit hereunder, and in accordance with the following terms and conditions.

- 1.2 Administrator shall perform the services under this Agreement (the “Services”) in a professional and diligent manner and in accordance with industry standards. Administrator has obtained and will at all times maintain during the term of this Agreement, all applicable licenses, permits, approvals and certifications necessary to provide the Services. In performance of this Agreement, Administrator shall comply with all applicable Federal, State and local laws, statutes, ordinances, rules and regulations.

SECTION II - ADMINISTRATION FEES

- 2.1 The Employer shall pay fees to the Administrator as set forth in the Schedule of Fees Exhibit of this Agreement. The Administrator's fees will be subject to revision at the contract renewal and any change in fees will be communicated to the Employer thirty (30) days prior to the effective date of the change. BCC reserves the right, with 30 days' notice, to modify fees if the Employer's employee base is modified by a 20% or greater percentage.
- 2.2 The Employer and the Administrator acknowledge that the Administrator's fees for the services rendered by the Administrator in connection with the welfare benefit plans covered by this Administration Agreement (collectively the "Plans") will be paid by the Employer, except as indicated in Schedule of Fees Exhibit.
- 2.3 The Employer specifically acknowledges that the Administrator will have the right to immediately terminate services under this Agreement in the event that the Employer fails to comply with the terms of the Agreement in any material respect, including, but not limited to, any failure by the Employer or its agents to pay any fee of the Administrator when due. In the event of any such termination, the Administrator will notify the Employer prior to the effective date of termination. As an alternative to termination of services, the Administrator, in its sole discretion, may offer the Employer the opportunity to continue service by paying all past due amounts along with a reinstatement fee.
- 2.4 The Employer shall reimburse the Administrator for any expenses incurred for the printing and postage of any material produced specifically for the Employer and sent via U. S. mail to the participants that is outside the scope of services listed on the Schedule of Fees.
- 2.5 The Employer shall reimburse the Administrator for any charges incurred due to insufficient funds, returned check fees or the like incurred through the Employer's funding of its payment of fees due the Administrator or claims payments.
- 2.6 As a member of the Employers' Health Coalition of Washington (EHCW), via brokerage through Clearpoint/Alliant Insurance Services, Inc., in the event that the Employer approves a change of broker or consultant to someone other than Clearpoint/Alliant, or an appointed and qualified Co-Broker, then BCC's fee structure will increase by 30% with such fee increase portion to be payable monthly to the EHCW as "EHCW Access Dues".

SECTION III - LIABILITY & INDEMNITY

- 3.1 The Administrator does not insure nor underwrite the liability of the Employer under the Plans. The Employer retains the ultimate financial and fiduciary responsibility for claims made under the Plans, and for all expenses incident to the Plans, except as specifically assumed by the Administrator in this Agreement
- 3.2 Employer agrees to indemnify the Administrator, its successors and assigns, and hold it unharmed against any and all loss, damage and expense, including attorneys' fees (collectively, a "Loss"), occasioned by claims, demands or lawsuits brought against the Administrator to recover benefits under the Plans except to the extent such Loss resulted from the fraud, negligence or willful misconduct of the Administrator. This section shall not be construed to prevent Employer from pursuing a breach of contract action against the Administrator for any failure of the Administrator to properly perform its duties under this Agreement.
- 3.3 The right to be defended, indemnified and held unharmed, hereunder shall extend to the Administrator's employees, their estates, executors, administrator, guardians, conservators and heirs and shall apply after the employee ceases employment with the Administrator with respect to acts or omissions during employment.
- 3.4 The Employer agrees to indemnify the Administrator for any charges or fees incurred or arising due to the Employer's lack of timely reporting of eligibility changes or terminations. This indemnification will extend to any liability relating to the performance, or failure to perform, of any agent performing any of Employer's duties

under this Agreement, including, but not limited to, any failure in the delivery of timely and accurate enrollment or eligibility data by any agent with which the Employer has contracted to provide such data.

- 3.5 The Employer agrees to be unconditionally and without limitation liable for all transactions effectuated by use of the debit card system, if applicable, whether authorized or unauthorized, whether utilized by Employees or some other person, and whether arising from debit cards lost or stolen. All Employees who are granted use of the debit card system shall be deemed third party beneficiaries of the accommodations extended herein and of the terms and conditions of this Administration Agreement. Accordingly, such Employees shall be jointly and severally liable with the Employer for any transactions effectuated under the debit card system issued to the respective Employee, whether authorized or unauthorized, and whether arising from lost or stolen debit cards.
- 3.6 The Administrator agrees to indemnify the Employer, its successors and assigns, and hold it unharmed against any and all loss, damage and expense, including attorneys' fees, occasioned by claims, demands or lawsuits brought against the Employer relating to the performance of, or failure to perform, the responsibilities placed on the Administrator by this Administration Agreement.
- 3.7 **LIMITATION OF LIABILITY. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS OUTLINED IN SECTION III ABOVE, EACH PARTY'S AGGREGATE, CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHOULD BE LIMITED TO DIRECT DAMAGES AND CAPPED AT THE AMOUNT EQUAL TO FEES ACTUALLY RECEIVED BY ADMINISTRATOR FROM EMPLOYER UNDER THE ORDER FORM WHICH THE EVENT CAUSING LIABILITY ARISES.** These limitations and exclusions apply to all claims or causes of action on whatever basis and under whatever theory brought and irrespective of whether the Party has advised or has been advised of the possibility of such claim. All claims and causes of action brought by Employer hereunder shall be brought within ninety (90) calendar days of the termination or expiration hereof or within six (6) months of the date the harm is actually discovered, whichever occurs first. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR LOST DATA.**

SECTION IV - TERMINATION & REVISION

- 4.1 The terms in this Administration Agreement shall be from the effective date hereof until such time as this Administration Agreement may be modified or terminated by the parties hereto. If either party desires to modify or terminate this Administration Agreement, it shall notify the other party in writing delivered at least 30 days prior to the effective date of such modification or termination or, in the event of a proposed modification due to a change in the local, state, or federal law, as soon as feasibly possible thereafter. In the case of a proposed termination, the effective date will be no sooner than the end of the coverage month following 30 days from the date of delivery of the notice.
- 4.2 In the case of a proposed termination by the Employer, the Administrator must return a timeline of actual disengagement of services, not to be more than an additional 90 days. If the Employer does not agree and requires an earlier timeline than the one proposed, the Employer assumes responsibility and liability for any outstanding and new errors, discrepancies and unresolved issues even if the issue resulted from a period during which BCC was the Administrator. If no refusal is delivered to BCC within 10 days, the proposed termination timeline shall be deemed to have been accepted. If Employer requires additional time to access the system, a signed amendment is required prior to the termination date. Access will be granted at a fee of \$500 per month. If Employer does not timely respond with aforementioned amendment and/or payment prior to the termination date, Employer understands that system access will be revoked and data will be purged as of the effective date of termination with no ability to reactivate.
- 4.3 All obligations of the Administrator related to the relevant rights of the employees and their dependents to payment of benefits from the Plan will be terminated and extinguished on the effective date of termination given in the notice of this Administration Agreement, except as provided in Section 4.5 and 4.6 below.

- 4.4 Either party may terminate this Agreement upon: (i) the occurrence of a material breach by the other party, which material breach has not been cured within 30 days after written notice; (ii) termination or suspension by the other party of its business; (iii) the other party becoming subject to any bankruptcy or insolvency proceeding under the laws of any jurisdiction; (iv) the other party is unable to pay its debts as they become due, becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (v) the other party goes into liquidation, voluntarily or otherwise. This Agreement may be terminated by any federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body, whether domestic, foreign or international with jurisdiction over the parties ("Regulator"), or by the parties at the direction of any Regulator.
- 4.5 Except for terminations as provided in 4.4 above, upon execution of a Run Out Agreement, the Administrator will continue to process claims and/or qualifying events incurred prior to the termination date for a period not to exceed ninety (90) days from the termination date, at the standard monthly fee.
- 4.6 In the event of termination, the Administrator agrees to cooperate fully with the Employer and to assist the Employer in working out all details necessary in the assumption of the Services by a new provider. In order to assist in the transition, the Employer or a new provider shall have full access to all records, files, including computer files (i.e., magnetic tape, disc, etc.), facilities and premises necessary for performance of the Services. Upon termination, all fees due the Administrator will be payable immediately.
- 4.7 In the event of termination by Employer within the first 12 month contract term, prior to the first Effective Date renewal, payment for the full term shall become immediately due and payable to Administrator.
- 4.8 All notices hereunder shall be in writing and either delivered personally or mailed via certified mail, return receipt requested. Notices to the Employer shall be delivered or mailed to the address first written above. Notices to the Administrator shall be delivered or mailed to Benefit Coordinators Corporation, at Two Robinson Plaza, Suite 200, Pittsburgh, PA 15205-1324. From time to time, either party may designate a different address in a written notice to the other party.

SECTION V - ASSIGNMENT

- 5.1 Employer may not assign its rights or obligations under this Administration Agreement, whether by operation of law or otherwise, without the prior express written consent of Administrator. Any attempted assignment or any change of control or sale of a majority of the equity or assets of Employer will automatically terminate this Administration Agreement and all sums due hereunder shall be immediately due and payable. Administrator may assign this Administration Agreement without the Employer's prior consent and all of Administrator's rights, title and interest herein shall inure to the benefit of such assignee, its successors and assigns.

SECTION VI - FORCE MAJEURE

- 6.1 No party shall be liable or responsible for delays or errors by reason of circumstances beyond its reasonable control, including, but not limited to, acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, hurricane, flood or catastrophe, Acts of God, insurrection, war, riots or failure of communication or power supply.

SECTION VII - CONFIDENTIAL INFORMATION

- 7.1 The parties hereto will maintain the confidentiality of all medical, prescription, and other patient-identifiable health information relating to claims administered under this Administration Agreement in accordance with applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as may be amended from time to time. The parties acknowledge that the Administrator will have

access to Patient Information in order to provide services and/or perform the obligations undertaken herein and that Patient Information may be obtained from and/or distributed to the Employer and/or any other third party in connection with services provided herein, including any and all disclosures made by the Administrator, such as, but not limited to, those made to a new vendor upon transition of services following termination of this Administration Agreement.

- 7.2 The Employer acknowledges that certain management reports, reporting packages, utilization data, and/or claims information may contain Patient Information. The Employer further acknowledges that (i) its request to the Administrator to disclose Patient Information to any third party (e.g. broker, healthcare consultant, etc.) constitutes the Employer's direction and authorization to disclose such information to the third party; and (ii) the Administrator will disclose such information pursuant to the Employer's direction until such time as the Administrator receives written notice from the Employer to cease further disclosures. The Employer acknowledges the requirements and obligations under HIPAA regarding the disclosure of Patient Information to third parties on its behalf. Accordingly, if and when required, the Employer agrees to enter into "Business Associate" contracts (as such term is defined in Title 45, Section 160.103 of the Code of Federal Regulations) with such parties as well as any other agreements required by state, federal law or regulation.

SECTION VIII - MISCELLANEOUS PROVISIONS

- 8.1 Benefits under the Plans covered by this Agreement are provided solely from the Employer's general assets and insurance purchased by the Employer (if any). If the Plans provide for employee contributions through payroll withholding, Employer represents to the Administrator that it will comply in all material respects with the requirements of all applicable laws, including those related to trust, reporting and disclosure requirements under the Employee Retirement Income Security Act of 1974 ("ERISA") if applicable.
- 8.2 This Administration Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the Commonwealth of Pennsylvania, without regard to its principles of choice of laws. Each party hereby irrevocably consents to exclusive personal jurisdiction and venue in the federal courts for the Western District of Pennsylvania located in Pittsburgh, Pennsylvania or, if federal jurisdiction does not exist, in the Pennsylvania state courts located in Allegheny County, Pennsylvania, with respect to any actions, claims or proceedings arising out of or in connection with this Administration Agreement, and agrees not to commence or prosecute such action, claim or proceeding other than in the aforementioned courts.
- 8.3 This is the entire agreement between the parties. There are no representations, understandings, or agreements between the parties on the subject matter of this agreement other than as set forth in this Administration Agreement.
- 8.4 If any provision of this Administration Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Administration Agreement shall continue in full force and effect.
- 8.5 The failure of Administrator to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement and this Agreement and each of its provisions shall remain at all times in full force and effect.
- 8.6 The Plan "Administrator" (as defined in Section 3(16)a of the Employee Retirement Income Security Act of 1974 ("ERISA") and "Named Fiduciary" (ERISA Section 402(a)(2)) of the Plan is Employer.

The undersigned warrants and represents that the undersigned has full power and authority to enter into this Agreement, to bind each Party hereto, and to grant the rights set forth herein effective as of **April 01, 2020**.

EMPLOYER

Signature: _____

Printed Name: _____

Title: _____

(Authorized Officer)

Date: _____

Self Insured Services Company dba

BENEFIT COORDINATORS CORPORATION

Signature: _____

Printed Name: _____

Title: _____

(Authorized Officer)

Date: _____

**BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT FOR MEMBERS OF
THE EMPLOYERS HEALTH COALITION OF WASHINGTON**

SERVICES EXHIBIT

This Exhibit is effective April 01, 2020, and continues in force until amended.

- Consolidated Invoicing and Remittance
- BenXcel®
- COBRA Administration
- Retiree Billing Administration

**BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT FOR MEMBERS OF
THE EMPLOYERS HEALTH COALITION OF WASHINGTON**

CONSOLIDATED INVOICING EXHIBIT

Consolidated Invoicing and Remittance Services Agreement

The Employer hereby appoints the Administrator to provide consolidated invoicing and remittance services (the “Services”) under the Employer’s employee welfare benefit plan(s) identified below. The Administrator agrees to provide the Services, effective April 01, 2020, under the following terms and conditions of this Agreement:

SECTION I - PLAN INFORMATION

- 1.1 Plan Name(s) City of Marysville Health & Welfare Plan.

SECTION II – THE ADMINISTRATOR’S RESPONSIBILITIES

- 2.1 Maintain eligibility for the insurance products under the Plan in accordance with carrier policies
- 2.2 Invoice the Employer for the premium due under the various insurance products in accordance with the rates provided by the carriers
- 2.3 Provide the carriers with eligibility files, as may be necessary, and resolve any eligibility errors that might arise from the carriers applying the eligibility files to their respective systems
- 2.4 Receive premiums from the Employer and remit them to the various carriers

SECTION III - THE EMPLOYER’S RESPONSIBILITIES

- 3.1 Provide employee eligibility information and documentation to the Administrator on a timely basis
- 3.2 Review monthly invoices for errors and/or omissions, and promptly (and in no event later than 60 days) notify the Administrator of any such errors or omissions
- 3.3 Remit premiums to the Administrator on a timely basis
- 3.4 Provide timely notification of all Plan, rate and insurance carrier changes to the Administrator

SECTION IV - INCORPORATION BY REFERENCE

- 4.1 The terms and provisions of the Administration Agreement are made a part hereof and incorporated herein by reference.

**BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT FOR MEMBERS OF
THE EMPLOYERS HEALTH COALITION OF WASHINGTON**

BENXCEL EXHIBIT
BenXcel Usage Agreement

By using the BenXcel online benefits administration system provided by Administrator, the Employer agrees to be bound by the following terms and conditions of this BenXcel Usage Agreement:

SECTION I - GENERAL INFORMATION

- 1.1 The BenXcel online benefits administration system is a fully integrated web enrollment and HR administration tool, which empowers HR departments to manage all benefit administrative tasks online and in real-time.

SECTION II – THE ADMINISTRATOR’S RESPONSIBILITIES

In consideration of the fees to be paid to it, Administrator shall provide the following services:

- 2.1 Administrator shall provide Employer and its employees with access, via the internet, to the BenXcel online benefits administration system, in connection with the performance of services by Administrator on behalf of the Employer pursuant to the administration agreements set forth on the Services Exhibit in this Administration Agreement.
- 2.2 Administrator shall provide demonstrations of the BenXcel online benefits administration system for the benefit of the Employer and its employees, and training for administrative personnel and support services for the ongoing utilization of the system.
- 2.3 Administrator shall make the BenXcel online benefits administration system available on a best efforts basis. This includes having backups of data, multiple and in most cases redundant connections to the internet, and readily available technical expertise. Administrator reserves the right to schedule periodic maintenance for the BenXcel system, including repairs, upgrades and reconfigurations. During such maintenance periods, the Employer and its employees may be unable to access or use the BenXcel system.
- 2.4 The services provided by Administrator and the BenXcel online benefits administration system are expected to change from time to time. Administrator reserves the right to change any service offered or the features of any service offered or its system without notice, including changes to access and use procedures and system hardware and software.
- 2.5 Administrator has taken reasonable actions to ensure that personal information with respect to the Employer and/or its employees are disclosed only to those designated by the Employer. However, Employer acknowledges that the internet is an open system and Administrator cannot and does not warrant or guarantee that third parties will not intercept personal information.
- 2.6 Administrator has taken reasonable actions to ensure that the BenXcel online benefits administration system satisfies the requirements of the Health Insurance Portability and Accountability Act of 1996, including but not limited to the regulations with respect to privacy and security of health information.

SECTION III – THE EMPLOYER’S RESPONSIBILITIES

The Employer shall:

- 3.1 Be responsible for any and all expenses and charges associated with accessing the internet and connecting to the website containing the BenXcel online benefits administration system, any service fees associated with such access and connection, and for providing all equipment necessary for Employer and/or its employees to make such connection, including, without limitation, computer and modem.
- 3.2 Employer shall be responsible for authorizing and revoking security access to its employees and/or representatives in accordance with Administrator’s security procedures. Employer shall be solely responsible for maintaining the confidentiality of accounts and passwords and for restricting access to computers of employees and/or representatives to whom Employer grants security access under the BenXcel online benefits administration system.
- 3.3 Employer shall be solely responsible for any and all activities which occur under accounts and passwords of employees and/or representatives to whom Employer grants security access. Employer agrees to notify Administrator immediately if Employer has any reason to believe that the security of an account has been compromised.
- 3.4 Employer shall be solely responsible for implementing appropriate safeguards and procedures in order to satisfy Employer’s responsibilities under the Health Insurance Portability and Accountability Act of 1996, including but not limited to the regulations with respect to administrative requirements. Employer certifies that any and all access to protected health information by employees and/or representatives to whom Employer grants security access is solely and exclusively for purposes of treatment, payment or healthcare operations, and that such access to protected health information is both permitted and satisfies the minimum necessary standard under the Health Insurance Portability and Accountability Act of 1996.

SECTION IV - INTELLECTUAL PROPERTY

- 4.1 All content included on the BenXcel site, such as text, graphics, logos, button icons, images, audio clips, information, data, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material and software (the Materials) is the property of Administrator or its content suppliers and is protected by copyrights, trademarks, trade secrets, or other proprietary rights, and these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed. All such content is copyrighted as a collective work under the US copyright laws (17 U.S.C. § 101, et. seq.) and international treaty provisions, and Administrator owns a copyright in the selection, coordination, arrangement, and displayed enhancement of such content. All software used on this site is the property of Administrator or its software suppliers and is protected by US and international copyright laws. Employer may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the content on the site, in whole or in part. Any use other than as contemplated herein, including the reproduction, modification, distribution, transmission, republication, display, or performance of the content on this site, except as specifically permitted below, is strictly prohibited. BenXcel is a trademark of Administrator. All other marks, names, and logos mentioned on the BenXcel site are the property of their respective owners. Employer’s use of the Administrator’s trademarks is strictly prohibited. The parties acknowledge that Employer is subject to the Washington public records act, chapter 42.56 RCW. In the event Employer receives a public records request for a record subject to this section and determines in its legal judgment that no applicable exemption to disclosure applies, Employer will notify Administrator in writing of the request. If in ten business days, Administrator has not obtained a court order preventing disclosure, Employer may disclose the requested record to the extent permitted by law.

SECTION V - INCORPORATION BY REFERENCE

- 5.1 The terms and provisions of the Administration Agreement are made a part hereof and incorporated herein by reference.

**BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT FOR MEMBERS OF
THE EMPLOYERS HEALTH COALITION OF WASHINGTON**

COBRA EXHIBIT
COBRA Administration Agreement

The Employer hereby appoints the Administrator as COBRA Administrator, under the Employer's employee welfare benefit plan identified below. The Administrator agrees to act as COBRA Administrator for the Employer and to provide the following administrative services to aid the Employer in complying with the continuation of coverage provisions of the Consolidated Omnibus Budget Reconciliation Act (hereinafter referred to as "COBRA"), effective April 01, 2020, under the following terms and conditions of this Agreement:

SECTION I - PLAN INFORMATION

1.1 Plan Name(s): City of Marysville Health & Welfare Plan.

SECTION II – THE ADMINISTRATOR'S RESPONSIBILITIES

- 2.1 Initial Notice of COBRA rights to active employees (if elected below). This service is available to Employer only if the Administrator is providing active healthcare billing.
- 2.2 Notifications to qualified beneficiaries, including:
- (a) COBRA Continuation Election Form
 - (b) Notification of late COBRA election
 - (c) Notification of late or incorrect initial check
 - (d) Notification to COBRA participants of the Administrator as new administrator
 - (e) Carrier Rate change notification
 - (f) Notice of Conversion Rights including general notice of California Bill No. 1401 where applicable.
 - (g) Notification at end of maximum coverage period
 - (h) Cancellation due to non-payment or late payment of premium
- 2.3 Monthly Premium Billing of COBRA participants, sent directly to participants.
- 2.4 Monthly reports posted to BenXcel:
- (a) COBRA Participant Notification Report
 - (b) COBRA Participant Report
- 2.5 Monthly collection of active COBRA Participant premiums (via lockbox)
- 2.6 Monthly premium remittance to Employer (if Employer is responsible for remittance to carrier) or to carrier (if the Administrator is responsible for remittance to carrier) for Employer's portion of monthly COBRA premium. (Carrier notification and remittance responsibilities are as set forth in the "Carrier Notification and Remittance" section on the last page of this Agreement.)

- 2.7 If the Administrator confronts a question of interpretation of the requirements of COBRA that is not answered by the COBRA provisions of the plan, the Administrator will promptly so inform the Employer and abide by the Employer's determination as to the requirements of COBRA.
- 2.8 Nothing in this Agreement shall be construed to require the Administrator to provide COBRA administration services with respect to any employee benefit plans (e.g., flexible spending accounts, health reimbursement accounts, health savings accounts, etc.) maintained by the Employer other than the Plan identified in Section I above. Notwithstanding the foregoing, the Administrator will be responsible for COBRA administration services with regard to such other plans if such other plans are provided to the Employer by the Administrator and the Administrator specifically agrees to be responsible for COBRA administration with regard to such other plans.

SECTION III – THE EMPLOYER'S RESPONSIBILITIES

- 3.1 The Employer will promptly forward to the Administrator copies of all notices of qualified beneficiaries under ERISA section 606(3) that a Qualified Event described in ERISA section 603(3) or 603(5) has occurred within thirty (30) days of the Qualifying Event.
- 3.2 Qualifying Event notices sent to the Administrator from the Employer will include:
- (a) the date and type of Qualifying Event (including identification of any absence due to service in the uniformed services of the United States);
 - (b) the names of all qualified beneficiaries;
 - (c) the last addresses known to the sponsor of all qualified beneficiaries;
 - (d) the Social Security numbers or participant identification numbers of all qualified beneficiaries; and
 - (e) the date when coverage will cease absent an election of continuation coverage under COBRA.
- 3.3 The Employer shall notify COBRA participants of plan changes and provide participants with any other materials regarding the plan, such as benefit booklets, identification cards, and claim forms, from time to time as changes require.
- 3.4 Except as specifically provided in the "Carrier Notification and Remittance" section of this Agreement, the Employer shall notify and remit premiums to all applicable insurance carriers, in accordance with the carriers' billing policies. In order to facilitate the Employer's performance of these duties, the Administrator will notify the Employer when a qualified beneficiary has elected COBRA continuation coverage or terminated COBRA continuation coverage. The Administrator will notify carriers and remit premiums only as specifically provided in the "Carrier Notification and Remittance" section on the last page of this Agreement. (The Administrator will provide such notification and remittance services only if the Administrator is providing billing administration services with respect to the Employer's active employees.) For those insurance carriers which the Administrator directly notifies and/or remits, the Employer, as the Plan Administrator, is ultimately responsible for complying with all carrier eligibility and payment provisions.

CARRIER NOTIFICATION AND REMITTANCE

The Employer will be responsible for notification and remittance to all insurer carriers, with the following exceptions:

<u>Carrier</u>	<u>Plan</u>	<u>Party Responsible for Notification</u>	<u>Party Responsible for Remittance</u>
Premera Blue Cross	Medical	BCC	BCC
Delta Dental of WA	Dental	BCC	BCC
VSP	Vision	BCC	BCC

ELECTION OF INITIAL NOTIFICATION

We agree to the terms of this contract, as stated above, and hereby specifically agree that BCC will notify active participants of their general COBRA rights, by means of the Initial Notice of COBRA Rights referred to in section 606(a)(1) of ERISA.

Signature of The Employer Representative

Date

Signature of BCC Representative

Date

**BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT FOR MEMBERS OF
THE EMPLOYERS HEALTH COALITION OF WASHINGTON**

RETIREE BILLING EXHIBIT

Retiree Billing and Remittance Services Agreement

The Employer hereby appoints the Administrator to provide retiree billing and remittance services (the "Services") under the Employer's employee welfare benefit plan(s) identified below. The Administrator agrees to provide the Services, effective April 01, 2020, under the following terms and conditions of this Agreement:

SECTION I - PLAN INFORMATION

- 1.1 Plan Name(s) City of Marysville Retiree Plan.

SECTION II – THE ADMINISTRATOR’S RESPONSIBILITIES

- 2.1 Maintain eligibility for the various insurance products under the Plan in accordance with the carrier policies.
- 2.2 Update coverage amounts when approval notification has been received from a carrier when applicable.
- 2.3 Invoice individual retirees for premiums relating to any coverages for which the retirees are required to pay.
- 2.4 Remit retiree premiums back to the Employer, when active employee premiums for products are not being invoiced by the Administrator or to the carrier but when the Administrator is invoicing the Employer for the active employee premiums for the products.

SECTION III - THE EMPLOYER’S RESPONSIBILITIES

- 3.1 Provide employee eligibility information and documentation to the Administrator on a timely basis.
- 3.2 Review monthly invoices for errors and/or omissions, and promptly (and in no event later than 60 days) notify the Administrator of any such errors or omissions.
- 3.3 Remit fees to the Administrator on a timely basis.
- 3.4 Provide timely notification of all Plan, rate and insurance carrier changes to the Administrator.

SECTION IV - INCORPORATION BY REFERENCE

- 4.1 The terms and provisions of the Administration Agreement are made a part hereof and incorporated herein by reference.

CORPORATION
ADMINISTRATION AGREEMENT FOR MEMBERS OF
THE EMPLOYERS HEALTH COALITION OF WASHINGTON

Schedule of Fees Exhibit as of April 01, 2020.
(Rates Renew Annually)

TOTALWORKS with Consolidated Invoicing and Reconciliation:

Initial, non-refundable Setup Fee due upon execution of this Agreement:	\$ <u>N/A</u> – included in PEPM
Monthly Administration Fee:	\$8.20 per Employee per Month

COBRA Administration:

Initial, non-refundable Setup Fee due upon execution of this Agreement:	\$ <u>N/A</u> – included in PEPM
Monthly Administration Fee (with initial notices):	\$ <u>N/A</u> – included in PEPM
Monthly Administration Fee (without initial notices):	\$ <u>N/A</u> – included in PEPM

RETIREE Administration:

Initial, non-refundable Setup Fee due upon execution of this Agreement:	\$ <u>N/A</u> – included in PRPM
Monthly Administration Fee:	\$8.20 per Retiree per Month

Other Fees and Services:

OPEN ENROLLMENT MAILING – FULLFILLMENT AND DISTRIBUTION (all materials must be developed and provided by the client or broker; packets limited to 20 pages, one-sided, and black and white print)	\$ 8.00 Per Packet (optional)
Meetings, Health Fairs	No charge for webinars. On-site meetings may incur time/travel charge. Fee will be quoted when a meeting is requested.
Employee Communications (provided electronically) Additional Services and Materials	No Charge Fees quoted upon request
Wire Transfer Fee:	\$25.00 per wire
Development hours exceeding standard development time	\$125/hour – Quoted per project

ACH Transfer Fee:	No Charge
Non-Sufficient Funds Fee:	\$25.00 per rejected check/transaction
Reinstatement Fee:	Determined by Administrator at time of reinstatement, not to exceed 5% of such past due amounts.

Per Employee Per Month (PEPM) fees are charged for all individuals (active employees) who are eligible for and/or enrolled in one or more benefit plans. Fees must be equal to or greater than \$400/month or the client will be charged a \$400/month monthly minimum.

BCC retains the 2% admin fee.

PPPM fees must be equal to or greater than \$125/month or the client will be charged a \$125/month Reimbursement Account monthly minimum. Banking and enrollment information for debit card administration must be received 30 days prior to effective date to receive debit cards by the start of the plan year. Fees must be equal to or greater than \$125/month or the client will be charged a \$125/month monthly minimum.

Trust products include medical, dental and EAP plans with the following carriers: First Choice Health, Group Health, Premera, Washington Dental, Standard Insurance, CVS Caremark and Carena. Additional medical, dental and/or EAP carriers are subject to review and separate quoting process.

Non-trust products include vision (1 carrier limit), Life, Vol Life, STD, and LTD (2 carrier limit) that are set up as self-accounting and will include an additional \$1.00 added to the Totalworks PEPM.

**BENEFIT COORDINATORS CORPORATION
BENEFIT PLAN ADMINISTRATION AGREEMENT**

NAMED FIDUCIARY EXHIBIT

*Individuals and/or Committees Appointed by Employer
for Duties as Plan Administrator and/or Named Fiduciary.*

Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE:

AGENDA ITEM:	
Administrative Service Contract between Premera Blue Cross and City of Marysville	
PREPARED BY:	DIRECTOR APPROVAL:
Teri Lester	
DEPARTMENT:	
Human Resources	
ATTACHMENTS:	
1. Premera Blue Cross contract.	
BUDGET CODE:	AMOUNT:
<p>SUMMARY: With Marysville becoming self-insured for health benefits, the City needs to execute agreements with insurers and service providers.</p> <p>Premera Blue Cross was selected as the City’s self-insured claims administrator effective January 1, 2020.</p> <p>WHEREAS, the City of Marysville has established an employee benefit plan which provides for payment of certain welfare benefits to and for certain eligible individuals as defined in writing by the City, and,</p> <p>WHEREAS, the City of Marysville has chosen to self-insure the benefit program(s) provided under the Plan; and</p> <p>WHEREAS, the City of Marysville desires to engage the services of Premera Blue Cross as the Claims Administrator to provide administrative services for the Plan.</p>	

RECOMMENDED ACTION: Staff recommends the council authorize the Mayor to execute the agreement with Premera Blue Cross.

**ADMINISTRATIVE SERVICE CONTRACT
 BETWEEN
 PREMIERA BLUE CROSS
 AND
 CITY OF MARYSVILLE
 EFFECTIVE JANUARY 1, 2020 THROUGH DECEMBER 31, 2020
 (THE "CONTRACT PERIOD")**

This Contract is effective by and between the group named above (hereinafter referred to as the "Plan Sponsor"), and Premera Blue Cross (hereinafter referred to as the "Claims Administrator" or "we," "us," or "our").

WHEREAS, the Plan Sponsor has established an employee benefit plan (hereinafter referred to as the "Plan") which provides for payment of certain welfare benefits to and for certain eligible individuals as defined in writing by the Plan Sponsor, such individuals being hereinafter referred to as "Members"; and,

WHEREAS, the Plan Sponsor has chosen to self-insure the benefit program(s) provided under the Plan; and

WHEREAS, the Plan Sponsor desires to engage the services of the Claims Administrator to provide administrative services for the Plan;

NOW THEREFORE, in consideration of the mutual covenants and conditions as contained herein the parties hereto agree to the provisions in this Contract, including any Attachments and endorsements thereto. The parties below have signed as duly authorized officers and have hereby executed this Contract. If this Contract is not signed and returned to the Claims Administrator within sixty (60) days of its delivery to the Plan Sponsor or its agent, the Claims Administrator will assume the Plan Sponsor's concurrence and the Plan Sponsor will be bound by its terms.

IN WITNESS WHEREOF the parties hereto sign their names as duly authorized officers and have executed this Contract.

City of Marysville

BY:

DATE:

 Title

ADDRESS:

Premera Blue Cross

BY:

DATE: January 1, 2020



**Jeffrey Roe
 President and Chief Executive Officer**

P.O. Box 327
 Seattle, WA 98111-0327

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1. DEFINITIONS

Adverse Benefit Determination Any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including payment that is based on a determination of the eligibility of a Member to participate in the Plan. This includes any denials, reductions, or failures to provide or make payment resulting from the application of utilization review or limitations on experimental and investigational services, medical or dental necessity, or appropriateness of care. It also includes a decision to rescind a Member's coverage unless the rescission is due to nonpayment of subscription charges.

Affordable Care Act The Patient Protection and Affordable Care Act of 2010 (Public Law 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152).

Allowed Amount The Plan provides benefits based on the Allowed Amount for covered services. The Plan Sponsor's liability for covered services is calculated on the basis of the Allowed Amount.

The Claims Administrator reserves the right to determine the amount allowed for any given service or supply unless specified otherwise in this Contract. The Allowed Amount is described below. There are different rules for dialysis and emergency services. These rules are shown below the general rules.

a. General Rules

1. Providers In Washington and Alaska Who Have Agreements With the Claims Administrator

For any given service or supply, the amount these providers have agreed to accept as payment in full pursuant to the applicable agreement between the Claims Administrator and the provider.

2. Providers Outside The Service Area Who Have Agreements With Other Blue Cross Blue Shield Licensees

For covered services and supplies received outside the Service Area, Allowed Amounts are determined as stated in "Attachment A – Out-of-Area Services."

3. Providers Who Don't Have Agreements With The Claims Administrator Or Another Blue Cross Blue Shield Licensee

The Allowed Amount for providers in the Service Area that don't have a contract with the Claims Administrator is the least of the three (3) amounts shown below. The Allowed Amount for providers outside the Service Area that don't have a contract with the Claims Administrator or the local Blue Cross and/or Blue Shield Licensee is also the least of the three (3) amounts shown below.

An amount that is no less than the lowest amount the Plan pays for the same or similar service from a comparable provider that has a contracting agreement with the Claims Administrator

- 125 percent of the amount allowed by Medicare, if available
- The provider's billed charges. Note: Ambulances are always paid based on billed charges.
- If applicable law requires a different Allowed Amount than the least of the three (3) amounts above, this Plan will comply with that law.

b. Dialysis Due To End Stage Renal Disease

1. Providers Who Have Agreements With the Claims Administrator Or Other Blue Cross Blue Shield Licensees

For any given service or supply, the amount these providers have agreed to accept as payment in full pursuant to the applicable agreement between the Claims Administrator and the provider.

2. Providers Who Don't Have Agreements With the Claims Administrator Or Another Blue Cross Blue Shield Licensee

The amount the Plan allows for dialysis during Medicare's waiting period will be no less than 125 percent of the amount allowed by Medicare and no more than 90 percent of billed charges.

The amount the Plan allows for dialysis after Medicare's waiting period is 125 percent of the Medicare-approved amount, even when a Member who is eligible for Medicare does not enroll in Medicare.

c. Emergency Care

Consistent with the requirements of the Affordable Care Act, the Allowed Amount will be the greatest of the following amounts:

1. The median amount that Heritage Network Providers have agreed to accept for the same services
2. The amount Medicare would allow for the same services
3. The amount calculated by the same method the Claims Administrator uses to determine payment to Non-Contracted Providers

Note: Non-Contracted Ambulances are always paid based on billed charges.

In addition to any deductible, copays and coinsurance, Members are responsible for charges received from Non-Contracted Providers above the Allowed Amount.

Claims Administrator Premera Blue Cross.

Contract Period The period shown on the face page of this Contract. The Contract Period begins at 12:01 a.m. on the starting date shown on the face page and ends at midnight on the ending date shown on the face page.

Effective Date The date this Contract takes effect (the first day of the Contract Period). The Effective Date is shown on the face page of this Contract.

Medically Necessary Those covered services and supplies that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

- In accordance with generally accepted standards of medical practice;
- Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease; and
- Not primarily for the convenience of the patient, physician, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer reviewed medical literature generally recognized by the relevant medical community, physician specialty society recommendations and the views of physicians practicing in relevant clinical areas and any other relevant factors.

Member A Subscriber or dependent who is eligible for coverage as stated in the Plan and who is enrolled as required in the Plan.

In-Network Provider A provider that is in one of the provider networks chosen by the Plan Sponsor for the Plan.

Non-Contracted Provider A provider that does not have a network provider contract with the Claims Administrator or, for out-of-area providers, with the local Blue Cross and/or Blue Shield Licensee.

Out-Of-Network Provider A provider that is not in one of the provider networks chosen by the Plan Sponsor for the Plan.

Non-Grandfathered Health Plan A Plan benefit package that does not meet the requirements to be a grandfathered health plan set forth in the federal Affordable Care Act regulations. If the Plan consists of more than one (1) benefit package, the federal regulations on non-grandfathered plan status apply separately to each benefit package.

PEPM "Per employee per month."

Plan The employee benefit plan established and maintained by the Plan Sponsor that is being administered under this Contract. The Plan may consist of one (1) or more benefit packages.

Plan Sponsor City of Marysville.

Service Area The area in which the Claims administrator directly operates a provider network. This area is made up of the states of Washington (except Clark County) and Alaska

Subscriber A person who is eligible for coverage under the Plan by virtue of an employee-employer relationship or other relationship between the person and the Plan Sponsor, and who is enrolled as required in the Plan.

2. DUTIES AND RESPONSIBILITIES OF THE PLAN SPONSOR

2.1. Documentation

The Plan Sponsor shall provide the Claims Administrator with a copy of any documents describing the benefit program(s) that the Claims Administrator needs to rely upon in performing its responsibilities under this Contract.

2.2. Plan Sponsor's Fiduciary Authority

The Plan Sponsor shall have final discretionary authority to determine the benefit provisions and to construe and interpret the terms of the Plan.

The Plan Sponsor shall have final discretionary authority to determine eligibility for benefits and the amount to be paid by the Plan.

2.3. Defense of the Plan

Except as stated in subsection 4.3, the Plan Sponsor shall be responsible for defending any legal action brought against the Plan, including a claim for benefits by or on behalf of any individual or entity, including but not limited to any Member or former Member, any fiduciary or other party. This responsibility includes the selection and payment of counsel. The Plan Sponsor shall not settle any legal action or claim without the prior consent of the Claims Administrator if the action or claim could result in the Claims Administrator being liable, including for example, any liability for contribution to or indemnification of the Plan Sponsor or other third party either directly or indirectly.

2.4. Administrative Duties

Unless specifically delegated to the Claims Administrator by this Contract, the Plan Sponsor shall be responsible for the proper administration of the Plan including the following:

- a. The Plan Sponsor shall provide the Claims Administrator a complete and accurate list of all individuals eligible for benefits under the benefit program(s) and to update those lists monthly. The Claims Administrator shall be entitled to rely on the most recent list until it receives documentation of any change thereto.

Retroactive enrollments shall be effective on the most recent of two (2) dates:

- The date the Member's coverage would have been validly in force
- The first day of the fifth full calendar month preceding the month in which the Claims Administrator receives the request for retroactive enrollment.

Retroactive terminations of coverage shall be effective on the most recent of two (2) dates:

- The date the Member's coverage would have been terminated, had notification been timely
- The first day of the fifth full calendar month preceding the month in which the Claims Administrator receives the request for retroactive termination.

- b. The Plan Sponsor shall distribute to all Members all appropriate and necessary materials and documents, including but not limited to benefit program booklets, summary plan descriptions, material modifications, enrollment applications and notices required by law or that are necessary for the operation of the Plan.
- c. The Plan Sponsor shall provide the Claims Administrator with any additional information necessary to perform its functions under this Contract as may be requested by the Claims Administrator from time to time.
- d. If the Plan Sponsor writes or revises its benefit booklet, the Claims Administrator must review and approve in advance the draft of the benefit booklet that is printed and distributed to Members. The Plan Sponsor must also include BlueCard disclosure language approved by the Blue Cross Blue Shield Association in its booklet.
- e. In order to place calls to Members, the Claims Administrator may receive Member phone numbers provided by the Plan Sponsor or by a third party (such as a producer) on the Plan Sponsor's behalf. For the Claims Administrator and its affiliates to contact Members in accordance with telecommunication-related laws and regulations, the Plan Sponsor confirms the following with respect to Member phone numbers that the Plan Sponsor has provided or will provide to the Claims Administrator:
 - The Member provided his or her phone number on his or her Plan application, or otherwise provided

or updated his or her phone number with the Plan Sponsor with the expectation that it will be provided to the Claims Administrator in connection with the Member's coverage under the Plan.

- The Plan Sponsor only obtains phone numbers directly from the Member and not through a lookup service or other third party.
- The Plan Sponsor retains contact information and will furnish that information to the Claims Administrator upon request in a timely manner.

2.5. Taxes, Assessments, And Fees

The Plan Sponsor shall be responsible for all taxes, assessments and fees levied by any local, state or federal authority in connection with the Claims Administrator's duties pursuant to this Contract.

2.6. Compliance With Law

- The Plan Sponsor shall be responsible for the Plan's continuing compliance with all applicable federal, state and local laws and regulations, as currently amended. These include but are not limited to:
 - The Internal Revenue Code of 1986, as amended
 - The Affordable Care Act.
 - The Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA)
 - The Health Insurance Portability and Accountability Act of 1996 (HIPAA)
 - Law and regulations governing the treatment and benefits of Members covered by Medicare. These include, but are not limited to, the Medicare Secondary Payer law and regulations, the Medicare Prescription Improvement and Modernization Act of 2004 (MMA), and the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA).

As required by MMSEA, the Plan Sponsor agrees to provide us the following information:

- Employer Tax Identification Number (TIN/EIN);
- Social Security Numbers (SSNs) of all Members (employees and dependents); and
- Medicare Health Insurance Claim Numbers (HICNs) for all Medicare-entitled Members.

To comply with the Medicare Secondary Payer law and regulations, the Plan Sponsor also agrees to notify us promptly if the Plan Sponsor experiences a change in total employee count that would change the order of liability according to federal guidelines.

MMA requires groups that provide prescription drug coverage to Medicare eligible individuals to provide Medicare Part D Creditable Coverage Notices, and report creditable coverage status to the Center for Medicare and Medicaid Services (CMS).

The Plan Sponsor, and not the Claims Administrator, is the "plan administrator" and the "plan sponsor" for purposes of all federal laws that apply to the Plan Sponsor and impose duties or obligations on such entities. The Plan Sponsor shall be responsible for determining whether it is subject to COBRA and, if so, for notifying Members of their COBRA rights both initially and upon the occurrence of a qualifying event, for calculating and collecting premiums for COBRA continuation of coverage and for promptly notifying the Claims Administrator when an individual is no longer eligible for COBRA continuation of coverage. If the Plan Sponsor is subject to ERISA, the Plan Sponsor is responsible to prepare and maintain its ERISA plan document.

- The Plan Sponsor shall defend, indemnify and hold harmless Claims Administrator and its directors, officers, employees, and agents from and against any and all costs, liabilities, damages, claims, losses or expenses (including reasonable attorneys' fees) arising out of or connected to the Claims Administrator's administration of any benefit design authorized by the Plan Sponsor. The Plan Sponsor acknowledges its sole responsibility to test and design benefits compliant with all laws.
- If the Plan Sponsor is a governmental entity that elects to opt out of compliance with certain federal mandates as allowed by federal law, the Plan Sponsor is responsible to file its opt-out with federal regulators for each contract period and to notify Members of the opt-out in accordance with federal law and regulations then in effect. The Plan Sponsor agrees to hold the Claims Administrator and the Network harmless for any and all consequences arising from the Plan Sponsor's failure to file an opt-out as required by law for a given contract period, errors in the opt-out filing, or failure to notify a Member as required by federal law.

2.7. Appeals

If an adverse decision on a Member appeal results from the Plan's internal appeal process, the Plan shall offer the Member a review by an Independent Review Organization (IRO) as described in subsection 3.2.

2.8. Funding

The Plan Sponsor shall be solely liable for all benefits payable to Members under the Plan that are subject to this Contract and for care coordination and support fees payable to the Claims Administrator for the Premera-Designated Centers of Excellence program. The Plan Sponsor agrees to the following:

- a. **Provision Of Funds** The Plan Sponsor shall maintain adequate funds from which the total cost of all claims and fees described herein for each preceding week will be paid to the Claims Administrator by electronic funds transfer (EFT). Funds must be provided within two (2) business days of notification by the Claims Administrator to a person designated by the Plan Sponsor.
- b. **Late Payments** If timely payment for the claims is not received by the Claims Administrator, the Plan Sponsor shall pay the Claims Administrator a daily late charge. This late charge is calculated from the first day following the period of two (2) business days stated above. This late charge is based on the average monthly prime rate posted by Claims Administrator's designated bank during the Contract Period, plus two (2) percent on the amount of the late payments for the number of days late. Late charges are due at the end of the Contract Period or, if earlier, upon termination of the Contract.
- c. **Notices** Notices required by this subsection and subsection 3.4 shall be by secure e-mail unless another method is agreed upon in writing by the Plan Sponsor and the Claims Administrator.

3. DUTIES AND RESPONSIBILITIES OF THE CLAIMS ADMINISTRATOR

3.1. Administrative Duties

The Claims Administrator agrees to perform the following administrative services for the Plan Sponsor. The Claims Administrator shall:

- a. assist in the preparation and printing of the benefit program booklets, identification cards, and other materials necessary for the operation of the Plan; and distribute identification cards to Members.
The Claims Administrator shall be responsible to include approved BlueCard program disclosure language in the booklets it prepares. If the Plan Sponsor prepares its own booklets, the Claims Administrator shall provide approved language to the Plan Sponsor for inclusion in the booklets;
- b. perform reasonable internal audits as stated in section 6 of this Contract;
- c. answer inquiries from the Plan Sponsor, Members, and service providers regarding the terms of the Plan, although final authority for construing the terms of the Plan's eligibility and benefit provisions is the Plan Sponsor's;
- d. prepare and provide the Plan Sponsor with reports of the operations of the Plan in accordance with "Attachment C – Reporting";
- e. coordinate with any stop-loss insurance carrier;
- f. when the plan makes use of one (1) or more of the Claims Administrator's provider networks, maintain a network of healthcare facilities and professionals as applicable to the plan design. Paid claims to such providers will reflect any applicable provider discounts;
- g. perform care facilitation services as identified in "Attachment F – Carecompass360°."
- h. manage the formulary chosen by the Plan Sponsor.
- i. **Pharmacy Benefit Program** For pharmacy benefit claims, Claims Administrator will pay Plan Sponsor a prescription drug rebate payment equal to a specific amount per paid brand-name prescription drug claim. Prescription drug rebates Claims Administrator receives from its pharmacy benefit administrator in connection with Claims Administrator's overall pharmacy benefit utilization may be more or less than the Plan Sponsor's rebate payment. The Plan Sponsor's rebate payment shall be made to the Plan Sponsor on a calendar quarterly basis unless agreed upon otherwise.
The allowable charge for prescription drugs is higher than the price paid to the pharmacy benefit manager for those prescription drugs.

The parties hereby agree that the difference between the allowable charge for prescription drugs and the price paid to the pharmacy benefit manager, and the prescription drug payments received by Claims Administrator from its pharmacy benefit manager, constitutes our property, and not part of the compensation payable to Plan Sponsor under this Contract, and that Claims Administrator is entitled to retain and shall retain such amounts and may apply them to the cost of its operations and the pharmacy benefit.

Medical Benefit Drug Program The medical benefit drug program is separate from the pharmacy program. It includes claims for drugs delivered as part of medical services. For medical benefit drug claims, the Claims Administrator may contract with subcontractors that have rebate contracts with various manufacturers. Rebate subcontractors retain a portion of rebates collected as a rebate administration fee. The Claims Administrator retains a portion of the rebate. The Plan Sponsor's medical benefit drug rebate payment shall be made to the Plan Sponsor on an annual basis if the rebate is \$500 or more. If less than \$500, the Claims Administrator will retain the medical benefit drug rebate.

- j. The Claims Administrator, at its sole discretion, reserves the right to delegate some or all of its duties and responsibilities under this Contract to a third party.

3.2. Appeals

- a. The Claims Administrator shall review and respond to the initial appeals made by Members of Adverse Benefit Determinations (see section 1) as described in the benefit booklet provided by the Claims Administrator for this Plan.

The Claims Administrator shall also provide a second review of adverse Member appeal decisions made after its initial review. This review will be conducted as described in the benefit booklet provided by the Claims Administrator for this Plan.

- b. If an adverse decision on a Member's appeal results from the Plan's internal appeal process, the Claims Administrator agrees to facilitate a review of the appeal by an Independent Review Organization (IRO) on behalf of the Plan Sponsor. The Claims Administrator will submit all required documentation regarding the appeal to the IRO and work with the IRO as needed to complete its review.

The external appeal process for Non-Grandfathered Plans will be offered and administered in accordance with the requirements of the Affordable Care Act.

The Plan Sponsor is responsible for all costs charged by the IRO to perform its review. If the Plan Sponsor chooses to share that cost with Members to the extent allowed under the Affordable Care Act, the Plan Sponsor is responsible to charge and collect any such fee from a Member.

3.3. Claims Processing

The Claims Administrator shall process all eligible claims incurred after the Effective Date of this Contract which are properly submitted in accordance with the procedures set forth in the Plan Sponsor's benefit booklet.

The Claims Administrator shall make reasonable efforts to determine that a claim is covered under the terms of the Plan as described in the benefit booklet, to apply the coordination of benefits provisions, and prepare and distribute benefit payments to Members and/or service providers. The Claims Administrator shall make reasonable efforts to identify and recover overpayments due to claim processing errors that were within its control, retroactive cancellations, or fraudulent billing practices. "Reasonable" for the purposes of this section shall be determined by the Claims Administrator.

3.4. Funding Support

The Claims Administrator shall follow the steps below to facilitate the Plan Sponsor's funding of its Plan.

- a. Claim payment checks will be issued on the Claims Administrator's check stock. However, as stated in subsection 2.8 above, the responsibility for funding benefits is the Plan Sponsor's and the Claims Administrator is not acting as an insurer.
- b. Each week, the Claims Administrator shall notify the Plan Sponsor of the amount due for the prior week's claims. Notice will be by secure e-mail unless another method is agreed upon in writing by the Claims Administrator and the Plan Sponsor.

3.5. Participation In Class Action Suits

The Plan Sponsor hereby delegates to the Claims Administrator the authority to participate on behalf of the Plan Sponsor, and at the Claims Administrator's sole discretion, in class action lawsuits or settlements regarding any

services or supplies covered under the terms of the Plan. Examples of such services or supplies include prescription or specialty drugs or medical devices. Such participation shall be limited to those instances in which the Claims Administrator determines that it will submit a claim in the subject suit on behalf of its insured book of business. The Claims Administrator shall have no obligation to participate on behalf of the Plan Sponsor in any other lawsuit or settlement. The Claims Administrator will have no obligation to file claims on behalf of a Plan Sponsor with which the Claims Administrator does not have a contract at the time the claims for recovery are submitted.

The Plan Sponsor will recover the amount it is due under the terms of the settlement in question based upon the data submitted by the Claims Administrator. Any amounts recovered by the Claims Administrator hereunder shall be net of the Claims Administrator's fee as set forth below as well as fees paid to outside counsel in connection with the lawsuit and/or settlement.

For each class action lawsuit or settlement in which the Claims Administrator participates hereunder on the Plan Sponsor's behalf, the Plan Sponsor shall pay the Claims Administrator a fee representing a proportionate share of a fixed amount intending to compensate the Claims Administrator for its work in connection with pursuing recovery in these cases. The fixed amount is shown in "Attachment D – Fees Of The Claims Administrator." This fixed amount is subject to change on an annual basis with at least 60 days' advance notice to the Plan Sponsor. The amount of the Claims Administrator's fee payable by each Plan Sponsor shall be based on the proportion of the total amount recovered by the Claims Administrator on behalf of the Plan Sponsor compared to the amount recovered by Claims Administrator for all lines of business. The fee will be deducted from the amount of any recovery received on behalf of the Plan Sponsor and will in no event exceed the amount of such recovery.

Payment hereunder shall be made within 60 days of the Claims Administrator's receipt of the settlement funds.

The Claims Administrator shall have no obligation to forward settlement funds to any group hereunder if the amount due to the group is less than \$5.

The Plan Sponsor may elect to decline to participate in the Claims Administrator's recovery process related to class action lawsuits or settlements regarding any services or supplies covered under the Plan by providing the Claims Administrator written notice. Except as set forth below, in the event the Plan Sponsor opts out, the Claims Administrator shall have no further obligation whatsoever to the Plan Sponsor in connection with the recovery process. The Plan Sponsor may request that the Claims Administrator gather data necessary for the Plan Sponsor to submit its own claim. In any such case, the Plan Sponsor shall pay the amount shown in "Attachment D – Fees Of The Claims Administrator" for the data-gathering services. Additionally, the Plan Sponsor shall make any such request in writing a minimum of 30 days in advance of the claim filing deadline.

4. LIMITS OF THE CLAIMS ADMINISTRATOR'S RESPONSIBILITY

It is recognized and understood by the Plan Sponsor that the Claims Administrator is not an insurer and that the Claims Administrator's sole function is to provide claims administration services and the Claims Administrator shall have no liability for the funding of benefits.

The Claims Administrator is empowered to act on behalf of the Plan Sponsor in connection with the Plan only as expressly stated in this Contract or as mutually agreed to in writing by the Claims Administrator and the Plan Sponsor.

This Contract is between the Claims Administrator and the Plan Sponsor and does not create any legal relationship between the Claims Administrator and any Member or any other individual.

4.1. Recoveries

If, during the course of an audit performed internally by the Claims Administrator as described in subsection 3.1.b. above or by the Plan Sponsor pursuant to section 6 below, any error is discovered, the Claims Administrator shall use reasonable efforts to recover any loss resulting from such error.

4.2. Independent Contractor

The Claims Administrator is an independent contractor with respect to the services being performed pursuant to this Contract and shall not for any purpose be deemed an employee of the Plan Sponsor.

4.3. Limits of Liability

It is recognized by the parties that errors may occur, and it is agreed that the Claims Administrator will not be held liable for such errors unless they resulted from its gross negligence or willful misconduct. The Plan Sponsor agrees to defend, indemnify and hold harmless the Claims Administrator from all claims, damages, liabilities, losses and expenses arising out of the Claims Administrator's performance of administration services under the terms of this Contract, so long as they did not arise out of the Claims Administrator's gross negligence or willful misconduct. In the event that Claims Administrator becomes aware of an inaccurately priced claim, Claims Administrator shall ensure that Plan Sponsor's funding obligation is limited to the accurate price of such claim.

5. FEES OF THE CLAIMS ADMINISTRATOR

5.1. Payment Time Limits

By the first of each month, The Plan Sponsor shall pay the Claims Administrator in accordance with the fee schedule set forth in "Attachment D – Fees Of The Claims Administrator."

5.2. Late Payments

- a. If, for any reason whatsoever, the Plan Sponsor fails to make a timely payment required under this Contract by the thirtieth day of the month in which payment is due, the Claims Administrator may suspend performance of services to the Plan Sponsor, including processing and payment of claims, until such time as the Plan Sponsor makes the required payment, including interest as set forth in c. below.
- b. In the event of late payment, the Claims Administrator may terminate this Contract pursuant to subsection 8.5 below. Acceptance of late payments by the Claims Administrator shall not constitute a waiver of its right to cancel this Contract due to subsequent delinquent or nonpayment of fees.
- c. The Claims Administrator will charge interest to the Plan Sponsor on all payments received after the thirtieth day of the month in which they are due, including amounts paid to reinstate this Contract after termination pursuant to subsection 8.5 below, at the average prime rate posted by Claims Administrator's designated bank during the Contract Period plus two (2) percent on the amount of the late payments for the number of days late. Interest will be in addition to any other amounts payable under this Contract.

5.3. Customization Fees

The Plan Sponsor shall pay the Claims Administrator a "customization fee" when the Plan Sponsor requests either of the following:

- a. A plan benefit configuration that the Claims Administrator has not determined to be standard for the plan type. Customization fees for nonstandard plan benefits assessed at this Contract's Effective Date are listed in "Attachment D – Fees Of The Claims Administrator."
- b. An off-anniversary benefit change, regardless of whether the desired benefit is standard for the plan type. The customization fee for each off-anniversary change shall be \$2,000. Customization fees for off-anniversary changes shall be invoiced separately to the Plan Sponsor.

For purposes of customization fees, "benefits" include eligibility, termination, continuation, and benefit payment provisions, benefit terms, limitations, and exclusions, funding arrangement changes, and any other standard provisions of the Plan. Fees are computed based on current administrative costs to implement and administer the benefit.

Customization fees for custom benefits that take effect on the Effective Date shown on the face page of this Contract are due and payable prior to that Effective Date. Customization fees for off-anniversary benefit changes are due and payable prior to the effective date of the change.

6. AUDIT

Within thirty (30) days of written notice from the Plan Sponsor, the Claims Administrator shall allow an authorized agent of the Plan Sponsor to inspect or audit all records and files maintained by the Claims Administrator which are directly pertinent to the administration of the Plan and which relate to a random, statistically valid number of

claims for the current or most recently ended contract period. Such documents shall be made available at the administrative office of the Claims Administrator during normal business hours. The Plan Sponsor shall be liable for any and all fees charged by the auditor. All audits shall be subject to the Claims Administrator's audit policies and procedures then in effect. Audits will be requested no more than once in every 12 consecutive months, unless the parties agree that the additional audit is needed to address a specific issue or is required by law. To the extent that the Plan Sponsor requests data and reports that are beyond the scope of the Claim Administrator's audit policies and procedures, the Plan Sponsor shall reimburse the Claims Administrator for the additional administrative costs incurred in producing such data and reports.

Any agent or auditor who has access to the records and files maintained by the Claims Administrator shall agree not to disclose any proprietary or confidential information used in the business of the Claims Administrator.

7. TERM OF CONTRACT

7.1. Contract Period

The term of this Contract shall be the Contract Period shown on the face page of this Contract. If the Plan Sponsor and the Claim Administrator agree to extend the Contract for another contract period by means of an amendment, the term of this Contract shall be the Contract Period shown on the amendment.

Except as stated otherwise in this section and in subsection 7.2 below, the terms and conditions of this Contract and the fee schedule set forth in "Attachment D – Fees Of The Claims Administrator" are established for the Contract Period. Midyear benefit or administrative changes (other than those in 8.2.a.6.) require thirty (30) days advance written notice and the advance approval of the Claims Administrator.

The Claims Administrator reserves the right to amend this Contract at any time if needed to comply with applicable law or regulation.

7.2. Changes to Fees

The Plan Sponsor acknowledges that the fee schedule set forth in "Attachment D – Fees Of The Claims Administrator" and the services provided for in this Contract are based upon the terms of the Plan and the enrollment as they exist on the Effective Date of this Contract.

- a. Any substantial changes, whether required by law or otherwise, in the terms and provisions of the Plan or in enrollment may require that the Claims Administrator incur additional expenses. The parties agree that any substantial change, as determined by the Claims Administrator after consultation with the Plan Sponsor, shall result in the alteration of the fee schedule, even if the alteration is during the Contract Period. The phrase "any substantial change" shall include, but not be limited to:
 1. a fluctuation of ten (10) percent or more in the number of Members as set forth on the census information included in "Attachment B – Census Information" which is herein incorporated by reference and made a part of this Contract;
 2. the addition of benefit program(s) or any change in the terms of the Plan's eligibility rules, benefit provisions or record keeping rules that would increase administration costs by more than \$2,000;
 3. any change in claims administrative services, benefits or eligibility required by law;
 4. any change in administrative procedures from those in force at the inception of this Contract that is agreed upon by the parties;
 5. any additional services which the Claims Administrator undertakes to perform at the request of the Plan Sponsor which are not specified in this Contract such as the handling of mailings or preparation of statistical reports and surveys not specified in the Claims Administrator's standard Employer Group Reporting set.
 6. A change in the third-party administrator, if any, used by the Plan Sponsor with respect to the benefits provided under this Contract. The Plan Sponsor will provide the Claims Administrator no less than 120 days' advance written notice of any such change.
- b. The Claims Administrator may also adjust the fees during the Contract Period by giving thirty (30) days advance written notice to the Plan Sponsor or its agent, if the Plan Sponsor agrees with the Claims Administrator that the fees are based in whole or in part upon a mistake that materially impacts such fees.

8. TERMINATION

8.1. Termination With Notice

The Plan Sponsor may terminate this Contract at any time by giving the Claims Administrator thirty (30) days written notice.

8.2. Contract Period Expiration

This Contract will terminate on the last day of the Contract Period or the last day of any extension of the Contract Period granted by the Plan Sponsor.

8.3. Termination Due to Insolvency

Either party may terminate this Contract effective immediately by giving written notice to the other if a party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether foreign or domestic. A party is insolvent if it has ceased to pay its debts in the ordinary course of business; cannot pay its debts as they become due; or the sum of its debts is greater than the value of its property at a fair valuation.

8.4. Termination Due to Inability to Perform

If loss of services is caused by, or either party is unable to perform any of its obligations under this Contract, or to enjoy any of its benefits because of natural disaster, action or decrees of governmental bodies or communication failure not the fault of the affected party, such loss or inability to perform shall not be deemed a breach. The party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of such notice, the party whose performance has not been so affected may, as its sole remedy, terminate this Contract by written notice to the other party effective immediately. In the event of such termination, the Plan Sponsor shall remain liable to the Claims Administrator for all payments due, together with interest thereon as provided for in subsection 5.2.c. above.

8.5. Termination For Nonpayment

The Claims Administrator may, at its sole discretion, terminate this Contract effective as of a missed payment due date in the event that the Plan Sponsor fails to make a timely payment required under this Contract.

8.6. Plan Sponsor Liability Upon Termination

In the event this Contract is terminated, the Plan Sponsor shall remain liable to the Claims Administrator for all delinquent sums together with interest thereon as provided for in subsection 5.2.c. above.

At the expense of the Plan Sponsor, the Claims Administrator shall make available a record of deductibles and coinsurance levels for each Member and deliver this information to the Plan Sponsor or its authorized agent.

8.7. Claims Runout

The Plan Sponsor continues to be solely liable for claims received by the Claims Administrator after the Contract terminates. For the fifteen (15)-month period following termination of this Contract, the Claims Administrator shall continue to process eligible claims incurred prior to termination, or adjustments to claims incurred prior to termination, that the Claims Administrator receives no more than twelve (12) months after the date of termination at the claims runout processing fee rate set forth in "Attachment D – Fees Of The Claims Administrator."

The runout processing charge will be due in full with the first request for claims reimbursement made during the runout period.

If the Claims Administrator receives claims for Plan benefits more than twelve (12) months after the date this Contract terminates, Claims Administrator shall deny those claims. If the Plan Sponsor wants to negotiate a different arrangement, the Plan Sponsor must contact the Claims Administrator no later than the start of the fourteenth month after the date this Contract terminates.

This "Claims Runout" provision shall survive termination of this Contract.

9. DISCLOSURE

It is recognized and understood by the Plan Sponsor that the Claims Administrator is subject to all laws and regulations applicable to Claims Administrators and health care service contractors.

It is also recognized and understood by the Plan Sponsor that the Claims Administrator is not acting as an insurer and also is not providing stop-loss insurance.

10. OTHER PROVISIONS

10.1. Choice of Law

The validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of the state of Washington, unless federal law applies. Any and all disputes concerning this Contract shall be resolved in King County Superior Court or federal court as appropriate.

10.2. Proprietary Information

The Claims Administrator reserves the right to, the control of, and the use of the words "Premera Blue Cross" and all symbols, trademarks and service marks existing or hereafter established. The Plan Sponsor shall not use such words, symbols, trademarks or service marks in advertising, promotional materials, materials supplied to Members or otherwise without the Claims Administrator's prior written consent which shall not be unreasonably withheld.

The Claims Administrator's provider reimbursement information is proprietary and confidential to the Claims Administrator and will not be disclosed to the Plan Sponsor unless and until a separate Confidentiality Agreement is executed by the parties. For the purposes of this section, "provider reimbursement information" means data containing, directly or indirectly (a) diagnostic, procedures or other code sets; and (b) billed amount, allowed amount, paid amount or any other financial information for In-Network and Out-Of-Network hospitals, clinics, physicians, other health care professionals, pharmacies and any other type of facility. Such data may or may not specifically identify providers. No other provision of this Contract or any other agreement or understanding between the parties shall supersede this provision.

10.3. Parties To The Contract

The Plan Sponsor hereby expressly acknowledges, on behalf of itself and all of its Members, its understanding that this Administrative Service Contract constitutes a Contract solely between the Plan Sponsor and the Claims Administrator, that the Claims Administrator is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association") permitting the Claims Administrator to use the Blue Cross Service Mark in the States of Washington and Alaska, and that the Claims Administrator is not contracting as the agent of the Association.

The Plan Sponsor further acknowledges and agrees that it has not entered into this Administrative Service Contract based upon representations by any person other than the Claims Administrator, and that no person, entity or organization other than the Claims Administrator shall be held accountable or liable to the Plan Sponsor for any of the Claims Administrator's obligations to the Plan Sponsor created under this Administrative Service Contract. This provision shall not create any additional obligations whatsoever on the Claims Administrator's part other than those obligations created under other provisions of this Administrative Service Contract.

10.4. Notice

Except for the notice given pursuant to the "Funding" subsection of Section 2, any notice required or permitted to be given by this Contract shall be in writing and shall be deemed delivered three (3) days after deposit in the United States mail, postage fully prepaid, return receipt requested, and addressed to the other party at the address as shown on the face page of this Contract or such other address provided in writing by the parties.

10.5. Integration

This Contract, including any appendices, amendments or attachments incorporated herein by reference, embodies the entire Contract and understanding of the parties and supersedes all prior oral and written communications between them. Only a writing signed by both parties hereto hereof may modify the terms.

10.6. Assignment

Neither party shall assign this Contract or any of its duties or responsibilities hereunder without the prior written approval of the other.

10.7. Survival

The following provisions shall survive the termination of this Contract:

- a. The funding of claims incurred prior to termination and processed during the runout period described in 8.7 Claims Runout. The funding provisions are described in subsections 2.8 and 3.4, and the payment of runout processing fees is described in subsection 8.7.
- b. The liability, hold harmless and indemnification provisions of subsection 4.3
- c. The Effect on Termination section in the Business Associate Agreement

10.8. Independent Contractors

All health care providers who provide services and supplies to a Member do so as independent contractors. None of the provisions of the plan or this Contract are intended to create, nor shall they be deemed or construed to create, any employment or agency relationship between the Claims Administrator and the provider of service other than that of independent contractors.

11. ATTACHMENTS TO THE ADMINISTRATIVE SERVICE CONTRACT

The following attach to and become part of the body of this Contract and they are herein incorporated by reference.

ATTACHMENT A – OUT-OF-AREA SERVICES

ATTACHMENT B – CENSUS INFORMATION

ATTACHMENT C – REPORTING

ATTACHMENT D – FEES OF THE CLAIMS ADMINISTRATOR

ATTACHMENT E – BUSINESS ASSOCIATE AGREEMENT

ATTACHMENT F – CARECOMPASS360°

ATTACHMENT G – EXTENDED POST-PAYMENT RECOVERY SERVICES

ATTACHMENT H – PREMERA-DESIGNATED CENTERS OF EXCELLENCE

ATTACHMENT I – PREMERA VALUE-BASED PROVIDER ARRANGEMENTS

ATTACHMENT A – OUT-OF-AREA SERVICES

As a Licensee of the Blue Cross and Blue Shield Association (BCBSA), the Claims Administrator has arrangements with other Blue Cross and/or Blue Shield Licensees ("Host Blues") for Members care outside the Service Area. These arrangements are called "Inter-Plan Arrangements." The Claims Administrator is required by BCBSA to disclose the information below about these Inter-Plan Arrangements to groups with which the Claims Administrator does business. The Plan Sponsor has consented to this disclosure to permit the Claims Administrator to satisfy its contractual obligations to BCBSA. This provision defines or modifies the rights and obligations of the parties under this Contract only for the processing of claims for care outside the Service Area.

The Inter-Plan Arrangements follow rules and procedures set by BCBSA. The Claims Administrator remains responsible to the Plan Sponsor for fulfilling its obligations under this Contract.

A Member's receiving services through these Inter-Plan Arrangements does not change covered benefits, benefit levels, or any eligibility requirements of the Plan.

The BlueCard[®] Program is the Inter-Plan Arrangement that applies to most claims from Host Blues' In-Network Providers. The Host Blue is responsible for contracting and handling all interactions with its In-Network Providers. Other Inter-Plan Arrangements apply to providers that are not in the Host Blues' networks (Non-Contracted Providers). This Attachment explains how the Plan pays both types of providers.

Note: The Claims Administrator processes claims for the Prescription Drugs benefit directly, not through an Inter-Plan Arrangement.

BlueCard Program

Except for copays, the Claims Administrator will base the amount Members must pay for claims from Host Blues' In-Network Providers on the lower of the provider's billed charge for the covered services or the Allowed Amount that the Host Blue made available to the Claims Administrator.

Most often, the Plan Sponsor's liability for those claims is calculated based on the same amount on which the Member's liability is calculated. However, sometimes the Host Blue's Allowed Amount may be greater than the billed charges if the Host Blue has negotiated with an In-Network Provider an exclusive allowance (such as a per-case or per-day amount) for specific services. This excess amount may be needed to secure (a) the provider's participation in the Host Blue's network and/or (b) the overall discount negotiated by the Host Blue. Because the Member never has to pay more than the billed charge, the Plan Sponsor may be liable for the amount above the provider's billed charge even when the Member's deductible, if any, has not been satisfied.

Host Blues determine Allowed Amounts for covered services, which are reflected in the terms of their In-Network Provider contracts. The Allowed Amount can be one of the following:

- An actual price. An actual price is a negotiated amount passed to the Claims Administrator without any other increases or decreases.
- An estimated price. An estimated price is a negotiated price that is reduced or increased to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives.
- An average price. An average price is a percentage of billed charges for the covered services representing the aggregate payments that the Host Blue negotiated with all of its In-Network Providers or its In-Network Providers in the same or similar class. It may also include the same types of claim- and non-claim-related transactions as an estimated price.

The use of estimated or average pricing may result in a difference between the amount the Plan Sponsor pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard Program requires that the Host Blue's Allowed Amount for a claim is final for that claim. No future estimated or average price adjustment will change the pricing of past claims.

Any positive or negative differences in estimated or average pricing on a claim are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts to be charged to the Plan Sponsor will be adjusted in a following year, as necessary, to account for over- or underestimation of past years' prices. The Host Blue will not receive compensation from how the estimated or average price methods, described above, are calculated. Because all amounts paid are final, neither variance account funds held to be paid in the following year, nor the funds expected to be received in the following year, are due to or from the Plan Sponsor. If this Contract terminates, the Plan Sponsor will not receive a refund or charge from the variance account.

Variance account balances are small amounts compared to overall claims amounts and will be drawn down over time. Some Host Blues may retain interest earned, if any, on funds held in variance accounts.

Clark County Providers Services in Clark County, Washington are processed through BlueCard. However, some providers in Clark County do have contracts with the Claims Administrator. These providers will submit claims directly to the Claims Administrator and benefits will be based on the Claims Administrator's Allowed Amount for the covered service or supply.

Value-Based Programs Members might receive covered services from providers that participate in a Host Blue's value-based program (VBP). Value-based programs focus on meeting standards for treatment outcomes, cost and quality, and coordinating care when the Member is seeing multiple providers. Some of these programs are similar to those the Claims Administrator has in Washington. Types of value-based programs are accountable care organizations, global payment/total cost of care arrangements, patient-centered medical homes and shared savings arrangements.

The Host Blue may pay VBP providers for meeting standards for treatment outcomes, cost and quality, and coordinating care over a period of time called a measurement period. The Claims Administrator then passes these payments through to the Plan Sponsor. Sometimes, VBP payments are made before the end of the measurement period.

The Host Blue may bill VBP payments for Members in one of two ways:

- **In the Allowed Amount** Host Blues may adjust the Allowed Amount for VBP provider claims to include VBP payments. The actual dollar amount or a small percentage increase may be included.

If the VBP pays a fee to the provider for coordinating the Member's care with other providers, the Host Blues may also bill these fees with claims. They will use a separate procedure code for care coordination fees.

Members will have to pay a share of VBP payments when Host Blues include VBP charges in claims and a deductible or coinsurance applies to the claim. Members will not be billed for any VBP care coordination fees.

- **Billed Separately** Instead of adjusting claims, some Host Blues bill VBP payments as a "per Member per month" (PMPM) charge for each Member who participates in the Value Based Program. The Claims Administrator passes these PMPM amounts on to the Plan Sponsor.

Some Host Blues' claims adjustments or PMPM amounts used for VBP payments may be estimates. As a result, these Host Blues hold part of the amounts paid by the Plan Sponsor and Member in a variance account. The Host Blues will use these funds to adjust future VBP payments as explained under "BlueCard Program" above.

Taxes, Surcharges And Fees

In some cases, a law or regulation may require that a surcharge, tax, or other fee be applied to claims under this Plan. When this occurs, the Claims Administrator will disclose that surcharge, tax or other fee to the Plan Sponsor as part of its liability.

Non-Contracted Providers

When covered services are provided outside the Claims Administrator's Service Area by Non-Contracted providers, the Allowed Amount will generally be based on either the Claims Administrator's Allowed Amount for these providers or the pricing requirements under applicable law. Members are responsible for the difference

between the amount that the Non-Contracted Provider bills and this Plan's payment for the covered services. Please see the definition of "Allowed Amount" in Section 1 in this Contract for details on Allowed Amounts.

Return of Overpayments

Recoveries of overpayments can arise in several ways. Examples are anti-fraud and abuse recoveries, provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recovery amounts will generally be applied on either a claim-by-claim or prospective basis. In some cases, the Host Blue will engage a third party to assist in identification or collection of recovery amounts. The fees of such a third party may be charged to the Plan Sponsor separately. The fee is usually a percentage of the amount recovered.

Unless otherwise agreed to by the Host Blue, the Claims Administrator may request adjustments from the Host Blue for full refunds from providers due to the retroactive cancellation of Members, but never more than one year after the date of the Inter-Plan financial settlement process for the original claim. In some cases, recovery of claim payments associated with retroactive cancellations may not be possible if, as an example, the recovery conflicts with the Host Blue's state law or its provider contracts or would jeopardize its relationship with its providers.

Blue Cross Blue Shield Global® Core

If Members are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (the "BlueCard service area"), they may be able to take advantage of Blue Cross Blue Shield Global Core. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although Blue Cross Blue Shield Global Core helps Members access a provider network, they will typically have to pay the provider and submit the claims themselves to get reimbursement for covered services. However, if Members need hospital inpatient care, the Service Center can often direct them to hospitals that will not require them to pay in full at the time of service. These hospitals will also submit the Member's claims to Blue Cross Blue Shield Global Core.

Fees and Compensation

In-Network Providers The Plan Sponsor understands and agrees to reimburse the Claims Administrator for certain fees and compensation which the Claims Administrator is obligated under applicable Inter-Plan Programs requirements to pay to the Host Blues, to BCBSA, and/or to Inter-Plan Programs vendors, as described below. The fees may be revised in accordance with Inter-Plan Programs standard procedures, which do not provide for prior approval by any plan sponsor. Such revisions typically are made on January 1, but may occur at any time. Revisions do not necessarily coincide with the Plan Sponsor's benefit period under this Contract.

Only the "access fee" can be charged separately each time a claim is processed. The access fee is charged by the Host Blue to the Claims Administrator for making its applicable provider network available to Members. The access fee will only apply to In-Network Providers' claims. If such a fee is charged, it will be a percentage of the discount/differential the Claims Administrator receives from the Host Blue. The access fee will not exceed \$2,000 for any claim.

All other Inter-Plan Programs-related fees are covered by the Claims Administrator's general administration fee. See "Attachment D – Fees of the Claims Administrator."

Non-Contracted Providers All fees related to Non-Contracted Provider claims are covered by the Claims Administrator's general administration fee.

ATTACHMENT B – CENSUS INFORMATION

Administration Fees, effective January 1, 2020, are based on the following:

Number of Active and Retired Members:	654	
	Employee	Dependents
Medical	265	389

Number of COBRA Members:	3	
	Employee	Dependents
Medical	3	0

Other Carriers Offered: **None**

ATTACHMENT C – REPORTING

A standard package of reports covering the Contract Period will be provided to the Plan Sponsor within the fees set forth in "Attachment D – Fees Of The Claims Administrator." The reports will cover:

- Funding revenue
- Paid claims
- Census data
- Claims summaries by:
 - Provider type
 - Service type
 - Coverage type

Please note that reports, format, and content may be modified from time to time as needed.

If the Plan Sponsor requests a report that includes information not provided in our standard package of reports or a custom format for standard data, we reserve the right to charge additional fees as needed for that report.

ATTACHMENT D – FEES OF THE CLAIMS ADMINISTRATOR

**ATTACHMENT D
to the Administrative Service Contract
between**

**PREMERA BLUE CROSS
and
City of Marysville
Group Number: 4018895
Effective: 1/1/2020 through 12/31/2020**

Pursuant to the Administrative Service Contract, the Plan Sponsor shall pay the Claims Administrator the fees, as set forth below, for administrative services.

Administration Fees:

\$51.72 per employee per month

Administration Fee Breakdown:

Administration Fee (Medical/Rx)	\$51.72
Total	\$51.72

Claims Runout Processing Fee:

The charge for processing runout claims is an amount equal to the active administration fee at the time of termination, times the average number of subscribers for the 3-month period preceding the termination date, times two.

BlueCard Fee Amount:

BlueCard Fees are tracked and billed monthly in addition to claims expense.

Value-Based Program Payments

Provider groups enter into agreements with Premera or other Blue Cross and/or Blue Shield Licensees (Host Blues) for value-based programs. Such programs include the Blue Distinction Total Care program, Global Outcomes Contracts, accountable care organizations, patient-centered medical homes, shared savings arrangements, and global payment/total cost of care arrangements. Premera and the Host Blues may pay value-based program providers for meeting the programs' standards for treatment outcomes, cost, quality, and care coordination. The Plan Sponsor shall pay the Claims Administrator a per-member-per month (PMPM) amount established for each value-based program provider group. The PMPM amount will be multiplied by the number of the Plan Sponsor's Members that are attributed to each provider group. The PMPM amounts differ between the provider groups, and may change during the Contract Period.

Fee For Class Action Recoveries

The Plan Sponsor shall pay the Claims Administrator a fee for its work in pursuing class action recoveries on behalf of the Plan Sponsor as described in Subsection 3.5. The fee shall be a proportionate share of \$10,000, based on the proportion of the amount recovered on behalf of the Plan Sponsor compared to the total amount recovered by the Claims Administrator for all lines of business.

Premera-Designated Centers of Excellence

In addition to claims for the foregoing services, Plan Sponsor shall pay Claims Administrator a care coordination and support fee of \$3,000 per case. The fee is charged to the Plan Sponsor as a claims expense. See Section 2.8 for more information.

See Attachment H – Premera-Designated Centers Of Excellence for more information.

CareCompass360°

See "Attachment F – Carecompass360°" for an overview of services provided. Services are included in the Claims Administrator's Administration Fee except where stated below.

Personal Health Support (See Appendix 2)	Not included in Administration Fee. \$245 per actively engaged Member per month of active engagement.	
BestBeginnings Maternity (See Appendix 3)	Engagement fee:	\$50 one-time fee per Member when the Member registers for the program and downloads the mobile application
	High Risk Maternity Case Management	\$350 additional one-time fee for Members engaged in high-risk case management
Neonatal Intensive Care Risk Assessment & Case Management (See Appendix 4)	Fee waived	

Extended Post-Payment Recovery Services:

Claims Administrator will perform the services listed below on a pay-for-performance, contingent fee ("Contingent Fee") basis, which shall be calculated as a percentage of the gross amount recovered with respect to any particular claim. See "Attachment G – Extended Post-Payment Recovery Services" for an overview of services provided.

Post Payment Recovery Category	Contingent Fee
Coordination of Benefits	25 percent

Subrogation	<p>25 percent unless Claims Administrator, in its sole option or discretion, engages outside counsel, in which case the Contingent Fee amount shall be 35 percent, whether or not the case involves litigation or other dispute resolution process.</p> <p>25 percent if, after Claims Administrator has worked a subrogation case, the Plan Sponsor takes over responsibility for the case and settles directly.</p> <p>In all cases, Plan Sponsor is also responsible for payment of any court costs, such as filing fees, witness fees or court reporter fees.</p>
Provider Billing Errors	25 percent
Credit Balance	25 percent
Hospital Billing and Chart Review	35 percent

ATTACHMENT E – BUSINESS ASSOCIATE AGREEMENT

The Plan Sponsor should keep its signed business associate agreement and any signed amendments behind this page.

**BUSINESS ASSOCIATE AGREEMENT
FOR GROUPS NOT SUBJECT TO ERISA
BETWEEN
PREMERA BLUE CROSS
AND
CITY OF MARYSVILLE
EFFECTIVE JANUARY 1, 2020**

This Business Associate Agreement (the "Agreement") shall be entered into by and between Premera Blue Cross (the "Claims Administrator"), and the group named above (the "Plan Sponsor" and the "Health Plan (HP)" (as defined below). The Agreement shall be effective on the date shown above and shall be made part of the Administrative Services Contract (the "Contract") between the Claims Administrator and the Plan Sponsor.

Recitals.

1. In 1996, Congress enacted the Health Insurance Portability and Accountability Act ("HIPAA"), which required, among other things, the promulgation of privacy rules governing the use and disclosure of protected health information ("PHI") (as defined below), and the protection of electronic protected health information ("EPHI") (as defined below).

In February 2009, Congress enacted the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), which amended HIPAA and its implementing regulations codified at 45 CFR Parts 160 and 164.

2. In pertinent part, the implementation regulations for HIPAA, codified at 45 C.F.R. Parts 160, 162 and 164, and as amended (collectively referred to as the "HIPAA Rules") require covered entities, such as the HP, to maintain a written agreement with specific provisions concerning PHI and EPHI with its Business Associates (as defined in 45 C.F.R. 160.103 and as amended).
3. In addition to being the business associate of the HP, the Claims Administrator is also a covered entity, as defined in the HIPAA Rules, and has policies, procedures and practices in place to ensure compliance with the HIPAA Rules as well as other state and federal privacy laws, which protect personal financial, health and other information, that apply to the Claims Administrator (collectively referred to as the "Privacy Laws").
4. The Claims Administrator has adopted the term "protected personal information" or "PPI" (as defined below) to encompass PHI and the additional information protected by the Privacy Laws, and will apply the requirements of the HIPAA privacy rules to PPI.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Plan Sponsor, the HP and the Claims Administrator hereby agree as follows:

1. **Definitions.** The following definitions shall apply in interpreting this Agreement. Capitalized terms used, but not otherwise defined herein, shall have the same meaning as those terms in the HITECH Act or the HIPAA Rules
 - 1.1 EPHI. "EPHI" (Electronic Protected Health Information) shall mean any and all PHI transmitted by or maintained in electronic media.
 - 1.2 Health Plan or HP. The HP shall be defined consistent with 45 CFR 160.103, and as amended.
 - 1.3 Individual. "Individual" shall mean the person who is the subject of the PPI or their personal representative (as defined in 45 CFR 164.502(g)).

- 1.4 PHI. "PHI" (Protected Health Information) shall mean information that meets the requirements in 45 CFR 160.103, or as amended.
- 1.5 Protected Personal Information or PPI. "PPI" shall mean PHI and any and all information created or received by the Claims Administrator from or on behalf of HP that identifies or can readily be associated with the identity of an Individual, whether oral or recorded in any form or medium, that directly relates to: the past, present or future finances of an Individual, including, without limitation, an Individual's name, address, telephone number, Social Security Number, subscriber number or wage information.
- 1.6 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his duly appointed designee.
- 1.7 Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR 164.304, including any subsequent modifications thereto.
2. HP. The Claims Administrator and the Plan Sponsor and HP all agree that the HP shall be added as a party to the Contract and acknowledge that the HP's obligations under the Contract are contained completely in this Agreement. The signature of the Plan Sponsor to this Agreement shall be agreed to be the signature of the HP and binding on behalf of both the Plan Sponsor and the HP.
- 3. Permitted Uses and Disclosures of PPI by the Claims Administrator.**
- 3.1 Functions and Activities on the HP's Behalf. The Claims Administrator shall be permitted to use and disclose PPI for (a) the management, operation and administration of the HP and (b) as otherwise necessary to provide the services set forth in the Contract ("Services"), including, but not limited to activities related to Payment and Health Care Operations, including Data Aggregation Services, as defined in 45 CFR 164.501. The Claims Administrator may also de-identify PPI in the course of providing Services to the HP.
- 3.2 Disclosures to the Plan Sponsor, the HP or other Business Associates of the HP. Except as allowed by applicable law and HP governing documents, the Claims Administrator will not disclose PPI to the Plan Sponsor, the HP or to another business associate of the HP. The Claims Administrator may disclose PPI only to those individuals employed by the HP or business associates of the HP, including, without limitation, the HP's producer, identified in writing by the HP as individuals to whom PPI can be disclosed. The HP must provide this written directive to the Claims Administrator as soon as possible but in any event no later than the effective date of the Contract. The HP must promptly notify the Claims Administrator of any changes to the written directive.
- 3.3 Functions and Activities on the Claims Administrator's Behalf. The Claims Administrator shall be permitted to use PPI as necessary for the Claims Administrator's management and administration or to carry out its legal responsibilities as permitted or required by law. The Claims Administrator shall also be permitted to disclose PPI to its Business Associates, subcontractors or other third parties as necessary for proper management and administration of the Claims Administrator, or to carry out the Claims Administrator's legal responsibilities (a) if the disclosure is required by law or (b) if before the disclosure is made, the Claims Administrator, obtains a contract from the entity to which the disclosure is to be made containing reasonable assurances that the entity will also comply with the HIPAA Rules' business associate requirements.
4. **Minimum Necessary**. The HP and the Plan Sponsor will make reasonable efforts to request from the Claims Administrator only the minimum amount of PPI necessary for its needed purpose. In addition, the HP and the Plan Sponsor will make reasonable efforts to only disclose to the Claims Administrator the minimum amount of PPI necessary for the Claims Administrator to perform the services identified in the Contract and other functions and activities referenced in Section 3 of this Agreement. Finally, the Claims Administrator will make reasonable efforts to use, disclose, or request only the minimum amount of PPI necessary from any third party to perform the services identified in the Contract and other functions and activities referenced in Section 3 of this Agreement. When feasible, as determined by the party maintaining PPI, the HP, Plan Sponsor and Claims Administrator shall create, use or disclose a Limited Data Set.

- 5. Other Privacy Obligations of the Claims Administrator.** The Claims Administrator shall:
- 5.1 Not use or further disclose PPI other than as permitted or required by the Contract, the Agreement, HIPAA Rules or Privacy Laws and use appropriate safeguards to prevent any unauthorized use or disclosure of PPI;
 - 5.2 Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that the Claims Administrator creates, receives, maintains, or transmits on behalf of the HP;
 - 5.3 Report to HP any actual use or disclosure of PPI concerning HP's members not permitted or required by the Contract, the Agreement or law of which it becomes aware;
 - 5.4 Notify the HP of any Security Incident of which it becomes aware; provided, however, the obligation to report a Security Incident shall not include immaterial incidents, such as unsuccessful attempts to penetrate Claims Administrator's information systems;
 - 5.5 Ensure that any agents, including a subcontractor, to whom it provides PPI and/or EPHI received from the HP, or created, received or maintained by the Claims Administrator on behalf of the HP, agree, in writing, to the same restrictions, conditions and requirements as outlined in the HIPAA Rules that apply to a Business Associate with respect to such information;
 - 5.6 Make available PPI in a Designated Record Set, in either paper or electronic format, as required by 45 CFR 164.524;
 - 5.7 Make available PPI for amendment and incorporate any amendments to PPI as required by 45 CFR 164.526;
 - 5.8 Make available the information required to provide an accounting of disclosures as required by 45 CFR 164.528;
 - 5.9 Make its internal practices, policies, procedures, books, and records relating to the use and disclosure of PPI or PHI and/or the protection of EPHI received from, or created or received by the Claims Administrator on behalf of, the HP available to the Secretary for purposes of determining the HP's compliance with the HIPAA Rules, including documentation sufficient to meet the administrative requirements of 45 CFR §164.414 for breach notifications described in subsection 5.11, below;
 - 5.10 Restrict the use and disclosure of PPI in accordance with 45 CFR 164.522 and consistent with the Claims Administrator's policies, procedures and practices;
 - 5.11 Report promptly information to the HP about any use or disclosure of Unsecured PHI of the HP's members not permitted or required by the Contract, the Agreement, or law caused by the Claims Administrator or one of its subcontractors for which it becomes aware and that Claims Administrator determines Compromises the Security or Privacy of the PHI (collectively referred to as a "Claims Administrator Breach");
 - 5.12 Notify, or direct its subcontractor to notify, an Individual as required by 45 CFR §164.404, the media as required by 45 CFR §164.406 and the Secretary as required by §164.408(b), for a Claims Administrator Breach reported to the HP under subsection 5.11 above;
 - 5.13 Provide the HP with the information necessary about any Claims Administrator Breach in order for the HP to include such information in the HP's log of Breaches that must be filed annually with the Secretary as required by 45 CFR §164.408(c);
 - 5.14 Comply with the following HIPAA provisions: Subpart C of 45 CFR Part 164 (i.e., the Security Rule), and Business Associate requirements (45 CFR §164.502(e)(2) and 45 CFR §164.504(e)); and
 - 5.15 Comply with Accounting for Disclosure (45 CFR §164.528) in the event that Department of Health and Human Services rules clarify that the HP has one or more Electronic Health Records that Claims Administrator creates, accesses, uses or maintains.
- 6. The Claims Administrator's Privacy-Related Services Regarding Requests by Individuals.** Upon receipt, the HP shall immediately provide notice to and forward any and all individual requests received pursuant to 45 CFR Sections 164.522, 164.524, 164.526 or 164.528 of the HIPAA Rules (collectively

referred to as the "Requests"). Upon the Claims Administrator's receipt of the Requests, either from the HP or directly from the Individual, the Claims Administrator shall:

- 6.1 Evaluate each Request consistent with the HIPAA Rules and the Claims Administrator's policies, procedures and practices;
- 6.2 For Requests that may affect the policies, procedures or practices of the HP, coordinate with the HP about evaluation of the Requests and mutually agree on the result;
- 6.3 For Requests that may involve the HP's other Business Associates, request information from the Business Associates identified by the HP necessary for fulfilling the Requests;
- 6.4 Communicate the result of the evaluation directly to the Individual within the legal timeframes established for each type of Request;
- 6.5 Notify the HP of the outcome of each Request identified by the HP at the time of notice to the Claims Administrator; and
- 6.6 Implement each Request that is granted.

Such services shall be included in the Claims Administrator's Administration Fee set forth in Attachment C in the Contract.

7. HP's Notice of Privacy Practices.

- 7.1 Preparation of the HP's Notice of Privacy Practices. Claims Administrator will provide the HP a copy of notice of privacy practices as it relates to the Claims Administrator's functions and activities contained in the Contract and this Agreement, which the HP shall incorporate into the HP's Notice of Privacy Practices (the "Privacy Notice").
- 7.2 Amendment of the HP's Privacy Notice. The HP shall be responsible for modifying the Privacy Notice in the event that the HP, the Plan Sponsor or the Claims Administrator materially changes its privacy policies, procedures or practices that affect the Privacy Notice. The party necessitating the change to the Privacy Notice shall bear any reasonable costs associated with revising and distributing the Privacy Notice. The HP, the Plan Sponsor and the Claims Administrator will not institute such material change before the effective date of the HP's revised Privacy Notice.
- 7.3 Distribution of the HP's Privacy Notice of Privacy Practices. The HP shall be responsible for the distribution of its Privacy Notice, and any revisions to its Privacy Notice within a reasonable time.

8. Term and Termination.

- 8.1 Term. The Term of this Agreement shall begin as of the Effective Date contained herein and shall remain in effect for the duration of the Contract, including any runout period required under the Contract. This Agreement shall automatically renew for the additional terms of any Contract renewal or subsequent Administrative Services Contract between Claims Administrator and the Plan Sponsor.
- 8.2 Termination for Breach of Privacy Obligations. Either Party shall have the right to terminate the Contract as outlined in the Contract if the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of its obligations regarding PPI under this Agreement, the Contract or law.

8.3 Effect of Termination.

- a. *Return or Destruction of PPI Upon Termination of Contract.* Upon cancellation, termination, expiration or other conclusion of the Contract, the Claims Administrator will, if feasible, return to the HP or else destroy PPI, in whatever form or medium that the Claims Administrator, created or received for or from the HP, including all copies of and any data or compilations derived from such PPI that allow identification of any Individual. The Claims Administrator will complete such return or destruction as promptly as practical, but not later than sixty days after the effective date of the cancellation, termination, expiration or other conclusion of the Contract.
- b. *Reimbursement.* The Plan Sponsor will reimburse the Claims Administrator's reasonable costs and expenses incurred in returning or destroying such PPI.
- c. *Disposition When Return or Destruction of PPI Is Not Feasible.* In the event that returning or destroying the PPI is not feasible as determined by the Claims Administrator, the Claims Administrator will limit further use or disclosure of the PPI to those purposes that make their return to the HP or destruction infeasible and shall extend the privacy protections contained herein to that PPI for as long as the Claims Administrator retains it.

9. **Order of Precedence.** This Agreement shall supersede and replace any and all provisions in the Contract concerning confidentiality or privacy of PPI. In addition, the notice provisions of this Agreement shall prevail over the Contract only to the extent that such notice is related to the obligations contained herein. Except as otherwise provided in this section, in the event that any other terms or conditions contained in this Agreement conflict or are inconsistent with the Contract, the terms and conditions of the Contract shall prevail.

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the dates indicated above.

PLAN SPONSOR AND HEALTH PLAN (HP)

 Its: Jan E. Murray
Murray
 Dated: 12/27/19

CLAIMS ADMINISTRATOR

Jeffrey Roe

 Its: **President and Chief Executive Officer**

EXHIBIT 1
NON-ERISA GROUP BUSINESS ASSOCIATE AGREEMENT

Notification Requirements
Privacy-Related Services Regarding Requests

All notices required under Section 6 of this Agreement shall be given in writing, delivered by facsimile or in person, and addressed as follows:

HP:

Name: Teri Lester

Department: Human Resources

Telephone Number: 360-363-8084

Fax Number: 360-658-4648

Claims Administrator:

Premera Blue Cross Complaints and Appeals Department
P.O. Box 91102
Seattle, WA 98111-9202
Telephone: 1.800.722.1471
Fax: 425.918.5592

EXHIBIT 2
NON-ERISA GROUP BUSINESS ASSOCIATE AGREEMENT
Electronic Transaction Standards

This Exhibit takes effect on January 1, 2012 or on the Contract effective date, whichever is later.

To the extent that the Claims Administrator and HP conduct Standard Transactions between them regarding enrollment and disenrollment (presently denominated "834"), the HP hereby agrees that it will comply with each applicable requirement of 45 CFR Part 162. The Claims Administrator will notify the representatives designated by the HP for this purpose if an electronic transaction received by the Claims Administrator from the HP violates this obligation. The HP understands and agrees that noncompliance can result in rejection of the transaction.

The Claims Administrator will comply with and require any subcontractor or agent involved with the conduct of Standard Transactions to comply with the requirements of 45 CFR Part 162 applicable to Claims Administrator.

ATTACHMENT F – CARECOMPASS360°

Claims Administrator agrees to make available to the Plan Sponsor certain components of the CareCompass360° program, which are more particularly described in the appendices attached hereto and incorporated herein. Claims Administrator, in its sole and absolute discretion, may upgrade, change Program Managers or otherwise modify these services. Fees for these services are shown in "Attachment D – Fees Of The Claims Administrator."

Information and Data

- For Plan Sponsors for whom the Claims Administrator does not have claims data as it determines necessary for the prior 24-month period, the Plan Sponsor will attempt to obtain such data from the Plan Sponsor's previous health plan(s), 90 days prior to the Plan Sponsor Effective Date. The Claims Administrator will cooperate with Plan Sponsor's effort in obtaining such data. All such data shall be provided by the Plan Sponsor in a mutually agreeable electronic format.
- **Inability to Provide Data.** The Parties recognize that the provision of data referenced above is critical to the success of the services. Therefore, the Plan Sponsor agrees that if any or all data referenced above is unavailable or cannot be obtained in a timely fashion, this could, at the Claims Administrator's option, affect the terms, range and availability of services available to the Plan Sponsor. In the event that at least 24 months of historical data is not available, then the Claims Administrator shall adjust reporting and measurement requirements for such Plan Sponsor accordingly.

General Provisions

- The parties understand, acknowledge and agree that the services provided to the Plan Sponsor hereunder are designed only for availability to the population of Plan Sponsor Members eligible for such services and not for application to each and every Member.
- **Severability.** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Attachment shall remain valid and enforceable according to its terms.

Appendix 1 Care Facilitation Services

Claims Administrator agrees to provide the following care facilitation services.

Service	Description
Care Management	
Clinical review	Prospective and retrospective review for medical necessity, appropriate application of benefits.
Quality Programs	Includes provision of evidence-based clinical practice and preventive care guidelines to Members and providers, chart tools, and quality of care program activities.
NurseLine	Round-the-clock access for Members to registered nurses to answer questions about their health care.
Pharmacy	
Prescription drug formulary promotion	Development of formulary and access to providers and Members on-line
Physician-based pharmacy management	Physician education on cost-effective prescribing
Enhanced Controlled Substances Utilization Program (Opioid Management) Standard Option	Our standard program identifies and investigates Members who show signs of drug misuse or addiction. When warranted, these Members will only be able to get opioid prescriptions from a particular pharmacy and may also be restricted to one prescriber.
ePocrates	Software to provide physicians with up-to-date drug and plan formulary information.
Polypharmacy	Education for Members using multiple drugs to review prescriptions with their providers to decrease incidences of adverse drug interactions
Point-of-sale Pharmacy	Follow-up with Members and physicians to minimize inappropriate or excessive drug therapies identified when drugs are dispensed.
Virtual Care – On Demand	The Claims Administrator has contracted with one or more vendors to provide virtual care services using secure chat, text, voice or audio messaging and video chat. The virtual care services do not include real-time visits between Members and their doctors via online and telephonic methods (telemedicine).

Appendix 2

Personal Health Support Services

Services of the Personal Health Support program may include:

- Telephonic personal health support, including a clinician designated as the participant's single point of contact for personal health support.
- Engagement team triage
- Periodic reporting on program enrollment and activities

Eligible Health Conditions

Members eligible for services include those who are classified by Claims Administrator, in its sole discretion, using its own methodology or criteria, as high-risk and/or have two (2) or more of the chronic conditions designated by Claims Administrator for the program. Claims Administrator may change the methodology for determining eligibility or terms of or criteria for eligibility, at its sole discretion, from time to time.

Active Engagement

The separate monthly program fee is charged only for Members who are actively engaged in personal health support services during the month. "Active engagement" means that a Member or their authorized designee (such as the parent of a minor child or an individual with power of attorney) has at least one (1) two-way conversation with their personal health support clinician in which health goals are discussed. The initial outreach contact to the Member does not count. No charges are made for a month in which there is no active engagement.

Appendix 3

BestBeginnings Maternity Program

The BestBeginnings Maternity program offers education and support services to pregnant Members and case management for pregnant Members identified as high risk. Member participation is voluntary. The program helps educate Members about normal symptoms of pregnancy, as well as risks and problems, including warning signs.

BestBeginnings Program Description

The BestBeginnings program has two components:

- A mobile application for the Member's smartphone or tablet. Members can download this mobile application from the Internet after they register for the BestBeginnings program. There is no charge to the Member. The application covers important health issues in pregnancy. It provides surveys to help identify high-risk pregnancies and post-partum depression. It also offers information, tools, milestones, alerts on pregnancy-related issues, and reminders. Content is updated quarterly as needed.
- The Claims Administrator will provide outreach to Members identified as having the potential for a high risk pregnancy. These Members can click in the mobile application to call one of the Claims Administrator's maternity specialists. These specialists are the Claims Administrator's personal health support clinicians who have specific maternity training. Maternity specialists are available from 6:00 a.m. to 8:00 p.m. on Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturday, Pacific time.

Appendix 4

Neonatal Intensive Care Risk Assessment and Case Management

The Neonatal Intensive Care Unit (NICU) Program provides case management for babies admitted to the NICU. The program is administered by the Claims Administrator's designated program manager (the "Program Manager"). The Claims Administrator and/or the hospital refers Members who are admitted to the NICU or a specialty care nursery to the Program Manager. The Program Manager then contacts the parents to get consent for the newborn Member to participate in the NICU Program. Member participation is voluntary.

Services include:

- Coordination of care for newborns throughout their stays in the NICU
- Assistance with management of the baby's care from discharge to the baby's transition home
- Comprehensive booklet that educates parents about the NICU and the needs of the child in the NICU
- Measures health outcomes
- Recommends appropriate levels of care to the Claims Administrator

ATTACHMENT G – EXTENDED POST-PAYMENT RECOVERY SERVICES

Claims Administrator, through its affiliate, Calypso, shall provide a set of Extended Post Payment Recovery Services to the Plan Sponsor as described below. Claims Administrator will perform these services on a pay-for-performance, contingent fee ("Contingent Fee") basis, which shall be calculated as a percentage of the gross amount recovered with respect to any particular claim. Contingent Fees are shown in "Attachment D – Fees Of The Claims Administrator."

Post Payment Recovery Category	Explanation of Services
Coordination of Benefits	Claims Administrator's investigators and auditors will work to identify and pursue overpayments due to Member's missing or inaccurate COB information. Claims Administrator utilizes questionnaires and interviews with providers, employers and Members to determine if Plan Sponsor's Plan is primary or secondary.
Subrogation	<p>Claims Administrator's investigators, auditors and attorneys identify and pursue overpayments due to Subrogation opportunities. Claims Administrator's research to obtain accurate subrogation information and determine group's subrogation rights include questionnaires and interviews with providers, employers and Members. As Claims Administrator deems necessary, Claims Administrator manages attorney and Member notification, coordinates case documentation, coordinates with potentially responsible parties and provides representation for hearings.</p> <p>Claims Administrator will notify Plan Sponsor in the event that Claims Administrator recommends that the Plan Sponsor file suit. Plan Sponsor retains the right to authorize or deny any legal action.</p> <p>Claims Administrator will not initiate legal action to enforce the plan's subrogation provision without prior approval from the Plan Sponsor.</p> <p>If Plan Sponsor brings any legal action on its own, Plan Sponsor will be solely responsible for the case, and (1) The Claims Administrator will cooperate with the Plan Sponsor; (2) Any court costs and attorneys' fees incurred in pursuing such subrogation claims shall be the responsibility of the Plan Sponsor; and (3) If Claims Administrator had already opened a subrogation case, Plan Sponsor shall pay Claims Administrator its subrogation fee set forth in "Attachment D – Fees Of The Claims Administrator." (If Claims Administrator had not already opened a subrogation case, no fees shall be due the Claims Administrator.)</p>
Provider Billing Errors	Claims Administrator's post-payment editing programs and investigators and auditors perform additional screens and tests where billing information is inconsistent with age/services rendered or where there appears to be up-coding or unbundling of services. A recovery process is then employed to request and recover verified overpayments.

Post Payment Recovery Category	Explanation of Services
Credit Balance	<p>This service requires an on-site review of the provider's financial records and discussions with their staff. Credit balances are verified as owed to Plan Sponsor and the source of the credit is determined. The credit is reviewed with the provider and approved for payment back to Claims Administrator or the Plan Sponsor.</p>
Hospital Billing and Chart Review	<p>This service requires an on-site review of the Member's medical charts and interviews with provider staff by registered nurses. Calypso out-sources the on-site review work to an independent vendor who ensures that:</p> <ul style="list-style-type: none"> • Service is consistent with diagnosis and billing is consistent with services. • There has been no unbundling of services, diagnosis up-coding or billing maximization. • Services rendered were prescribed by the physician and the doctor's notes were signed. • Standardized billing and payment policies were used. <p>Calypso provides support for this vendor's efforts as well as processes all recoveries.</p>

ATTACHMENT H – PREMERA-DESIGNATED CENTERS OF EXCELLENCE

The Claims Administrator has partnered with provider groups called *Designated Centers of Excellence* to provide favorable pricing for certain services to Members. Member participation is not mandatory. The program is administered by the Claims Administrator; however, the Claims Administrator's travel partner will manage the travel arrangements as explained below.

Medical Services

The centers of excellence may differ depending on the surgeries covered. The following procedures are included:

- Total knee or hip joint replacements. In Washington, the designated centers of excellence are the following Providence hospitals:

Swedish First Hill, Seattle and Ballard

Swedish Edmonds, Edmonds

Providence St. Peter Hospital, Olympia

Providence Regional Medical Center, Everett

Kadlec Regional Medical Center, Benton County

Providence Sacred Heart Medical Center, Spokane

The designated centers of excellence outside Washington are Blue Cross Blue Shield Association Blue Distinction Centers Plus.

Services provided by the Designated Center of Excellence include pre-operative services and supplies before the procedure, surgery and associated facility care. Post-surgery care is covered under this benefit for a limited period after surgery.

All other related services, including outpatient follow-up care after surgery, rehabilitation and skilled nursing facility care are not part of the Premera-Designated Centers of Excellence program. To the extent the plan covers the related services, they would be subject to standard plan cost-shares. Other procedures done by the Designated Center of Excellence, such as partial joint replacements, are not eligible for coverage under the Premera-Designated Centers of Excellence program.

Medical Transportation

The Designated Centers of Excellence program includes benefits for travel and lodging for certain covered services as described below. The member must live more than 50 miles away from the provider performing the services, unless transplant protocols require otherwise. Please contact Customer Service to access our travel partner. **Air transportation and lodging must be booked by Premera's travel partner in order to be covered.** Prior authorization is also required.

- Travel and lodging expenses related to services covered under the Premera-Designated Centers of Excellence program.
- Travel related to the covered transplants named in the plan's **Transplants** benefit and subject to the **Transplants** benefit's travel maximum, if any. Benefits are provided for travel of the member getting the transplant and one companion. The plan also covers lodging for members not in the hospital and for their companions. The member getting the transplant must live more than 50 miles from the transplant facility unless treatment protocols require the member to remain closer to the transplant center.
- Travel for cellular immunotherapy and gene therapy. Benefits are provided for travel for the member and one companion to a designated provider outside the service area, when a designated provider is not available within Washington and Alaska. Note: The immunotherapy or gene therapy itself is not included in the Premera-Designated Centers of Excellence program.

Covered medical transportation expenses are:

- Air transportation expenses between the Member's home and the medical facility where services will be provided. Air travel expenses cover unrestricted coach class, flexible and fully refundable round-trip

airfare from a licensed commercial carrier.

- Ferry transportation from the Member's home community
- Lodging expenses at commercial establishments, including hotels and motels, between home and the medical facility where the service will be provided.
- Mileage expenses for the Member's personal automobile
- Ground transportation, car rental, taxicab fares and parking fees, for the member and a companion (when covered) between the hotel and the medical facility where services will be provided.

Travel and lodging costs are subject to the IRS limits in place on the date the expense is incurred. The mileage limits and requirements can change if IRS regulations change. Please go to the IRS website, www.irs.gov, for details. This Attachment is not and should not be assumed to be tax advice.

Companion Travel One companion needed for the Member's health and safety is covered. For a child under age 19, a second companion is covered only if medically necessary.

Reimbursement of Travel Claims There are some covered travel services that are not arranged by Premera's travel partner. For these services, Members must submit a Travel Claim Form. A separate claim form is needed for each patient and each commercial carrier or transportation service used.

The Medical Transportation benefit does not cover:

- Charges and fees for booking changes
- Cancellation fees
- First class airline fees
- International travel
- Lodging at any establishment that is not commercial
- Meals
- Personal care items
- Pet care, except for service animals
- Phone service and long-distance calls
- Reimbursement for mileage rewards or frequent flier coupons
- Reimbursement for travel before contacting us and receiving prior authorization
- Travel for medical procedures not listed above
- Travel in a mobile home, RV, or travel trailer
- Travel to providers outside the network or that have not been designated by Premera to perform the services
- Travel insurance

Member Eligibility And Access To Services

- Services covered under the Premera-Designated Center of Excellence benefit require prior authorization. Members or their doctors will contact the Claims Administrator's Customer Service department for the prior authorization.
- The Claims Administrator will review the prior authorization request to make sure that the Member meets the medical necessity requirements and authorize the care. If the Member wants to have the procedure done by a Designated Center of Excellence, the Claims Administrator will work with the Member to find a Center of Excellence. The Claims Administrator will help coordinate the Member's care.
- If travel is necessary, the Claims Administrator's travel partner will schedule and pre-pay the costs of airfare and lodging as needed.

ATTACHMENT I – PREMIERA VALUE-BASED PROVIDER ARRANGEMENTS

The Claims Administrator provides access for Members to provider groups that participate in Claims Administrator's value-based programs (VBPs). VBPs focus on improving treatment outcomes, cost and quality, and coordinating care when the Member is seeing multiple providers.

The Claims Administrator pays VBP providers for meeting standards for treatment outcomes, cost and quality, and coordinating care over a period of time called a measurement period. The Claims Administrator will then pass these VBP payments through to the Plan Sponsor.

Index #11

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

CITY COUNCIL MEETING DATE:

AGENDA ITEM:	
Delta Dental of Washington Dental Care Service Contract	
PREPARED BY:	DIRECTOR APPROVAL:
Teri Lester	
DEPARTMENT:	
Human Resources	
ATTACHMENTS:	
1. Delta Dental contract.	
BUDGET CODE:	AMOUNT:
<p>SUMMARY: With Marysville becoming self-insured for health benefits, the City needs to execute agreements with insurers and service providers.</p> <p>Delta Dental of Washington is a nonprofit corporation incorporated in Washington State. Delta Dental of Washington provides dental insurance plans for the City’s employees.</p> <p>This benefit administration with Delta Dental of Washington was previously provided under the Association of Washington Cities (AWC) umbrella. The City now has a direct contract with Delta Dental of Washington requiring signature by the Mayor.</p>	

<p>RECOMMENDED ACTION: Staff recommends the council authorize the Mayor to execute the agreement with Delta Dental of Washington.</p>
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Dental Care Service Contract
Declaration Page

Group Number(s)	09640 - 09641
Group Name	City of Marysville

Effective Date	12:01 a.m. Pacific Time January 1, 2020
Term	12 Months
Plan Type	Delta Dental PPO SM National Plan

Group identified above agrees to a Dental Care Service Contract with Delta Dental of Washington ("DDWA"), a nonprofit corporation incorporated in Washington State. This Contract is issued and delivered in the state of Washington and is governed by Washington State laws. It is subject to the terms listed on these Declaration Page, the general Terms and Conditions, the Certificate of Coverage, and any appendices and amendments, all of which are incorporated and made part this Contract.

Rates

The monthly Premium for each Enrolled Employee payable by Group under this Contract is:

09640	Employee Only (EMP)	\$	56.51
09640	Employee + One Dependent	\$	106.88
09640	Employee & 2 or More Dependents (E5D)	\$	167.08
09641	Employee Only (EMP)	\$	59.00
09641	Employee + One Dependent	\$	112.71
09641	Employee & 2 or More Dependents (E5D)	\$	207.48

Accepted By:

City of Marysville
1049 State Ave Ste 101
Marysville, WA 98270-4234

Accepted By:

Delta Dental of Washington
Post Office Box 75983
Seattle, WA 98175-0983

Signed: _____

Title:

Date: _____

Signed:  _____

Title:

Date: _____

Vice President
Underwriting and Actuarial

February 7, 2020

Definitions

Benefit Period Start	January 1	Benefit Period End	December 31
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Eligibility, Enrollment, and Termination

Eligibility - Employee	As defined by Group	Eligibility - Dependent	As defined by Group
Start Date Election	No	End Date Election	No
Probationary Period	First of the month following date of hire	Probationary Period Waiver	No
Retroactive Additions	90 Days	Retroactive Terminations	90 Days

Participation

Minimum Enrollment	100		
Participation % Employee	Voluntary	Participation % Dependent	Voluntary

Plan Selections

Incentive Type	Group		
Retention Percentage	Not Applicable		
Benefit Waiting Period	Not Applicable	Waiting Period Class	Not Applicable

Expenses

Runout Period	6 Months
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Group 09640 – City of Marysville

Plan Maximums

Plan Maximum	\$1,500		
Orthodontic Maximum	Not Covered	Temporomandibular Maximum	\$1,000 Annual \$5,000 Lifetime

Plan Deductibles

Individual In-Network	No Deductible	Family In-Network	No Deductible
Individual Out-of-Network	No Deductible	Family Out-of-Network	No Deductible
Deductible Waived on	Not Applicable		

Plan Coinsurance

Covered Dental Benefits	Delta Dental PPO Dentists		Delta Dental Premier Dentists Non-Participating Dentists	
	Minimum Percentage	Maximum Percentage	Minimum Percentage	Maximum Percentage
Incentive Level				
Class I	70%	100%	70%	100%
Class II	70%	100%	70%	100%
Constant Level	Constant Percentage		Constant Percentage	
Class III	50%		50%	
Temporomandibular Joint	50%		50%	
Orthodontic	Not Covered		Not Covered	
Accidental Injury	100%		100%	

Group 09641 – City of Marysville Police

Plan Maximums

Plan Maximum	\$1,500		
Orthodontic Maximum	\$2,000 Lifetime	Temporomandibular Maximum	\$1,000 Annual \$5,000 Lifetime

Plan Deductibles

Individual In-Network	No Deductible	Family In-Network	No Deductible
Individual Out-of-Network	No Deductible	Family Out-of-Network	No Deductible
Deductible Waived on	Not Applicable		

Plan Coinsurance

Covered Dental Benefits	Delta Dental PPO Dentists		Delta Dental Premier Dentists Non-Participating Dentists	
	Minimum Percentage	Maximum Percentage	Minimum Percentage	Maximum Percentage
Incentive Level				
Class I	70%	100%	70%	100%
Class II	70%	100%	70%	100%
Constant Level	Constant Percentage		Constant Percentage	
Class III	50%		50%	
Temporomandibular Joint	50%		50%	
Orthodontic	50%		50%	
Accidental Injury	100%		100%	

Deviations

All of the Terms and Conditions in this Contract apply, except if specifically modified in this Deviations section. Any modifications listed here supersede all referenced Articles in the standard Terms and Conditions section below.

By this reference, the following sections are deleted and replaced with the custom language.

Section #	Custom Language
5.4.3.a	During the first incentive period in which benefits under the Plan are utilized, DDWA shall pay the maximum percentage as shown in the Declaration Page. During each successive incentive period in which benefits are utilized, the Payment Level shall remain at the maximum shown in the Declaration Page. If an Enrolled Person fails to use benefits during an incentive period, the payment level will be decreased by 10 percentage points from the last utilized level. An additional 10 percentage point decrease will happen for each successive incentive when benefits are not used until the Enrolled Person reaches the minimum payment level specified in the Declaration Page.

Dental Care Service Contract Terms and Conditions

1. Definitions

- 1.1. **Benefit Period:** The time period that applies to the frequencies and limitations. The Benefit Period is shown on the Declaration Page.
- 1.2. **Certificate of Coverage:** The benefit booklet, which describes in summary form the essential features of the Plan coverage, and to or for whom the benefits hereunder are payable. The Certificate of Coverage is incorporated into this Contract by this reference as if it were fully written in this document.
- 1.3. **Contract:** This agreement between DDWA and Group, including the Declaration Page, The Certificate of Coverage and any and all appendices and amendments. This Contract constitutes the entire Contract between the parties and supersedes any prior agreement, understanding or negotiation between the parties.
- 1.4. **Covered Dental Benefit:** Dental services that are covered under this Contract, subject to the limitations and exclusions set forth in the Certificate of Coverage.
- 1.5. **DDWA:** Delta Dental of Washington, a nonprofit corporation incorporated in Washington State. DDWA is a member of the Delta Dental Plans Association.
- 1.6. **Declarations Page(s):** The front page(s) of this Plan that provides the Group specific information and group specific elections referred to in the Terms and Conditions.
- 1.7. **Delta Dental: Delta Dental Plans Association:** A nationwide not-for-profit organization of dental benefit carriers offering a range of group dental benefit plans.
- 1.8. **Delta Dental PPOSM Dentist:** A Participating Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental PPO provider agreement, which includes looking solely to Delta Dental for payment for covered services.
- 1.9. **Delta Dental Premier[®] Dentist:** A Delta Dental Participating Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental provider agreement between DDWA and such Dentist.
- 1.10. **Delta Dental Participating Dentist:** A licensed Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental Provider Agreement, which includes looking solely to Delta Dental for payment for covered services. Delta Dental Participating Dentists include Delta Dental PPO Dentists and Delta Dental Premier Dentists.
- 1.11. **Dentist:** A licensed dentist legally authorized to practice dentistry at the time and in the place services are performed. This Contract provides covered services only if those services are performed by or under direction of a licensed Dentist or other Licensed Professional operating within the scope of their license.
- 1.12. **Eligibility Date:** The date on which an Eligible Person becomes eligible to enroll in the Plan.
- 1.13. **Eligible Dependent, Eligible Employee, or Eligible Person:** Any dependent, employee or person who meets the conditions of eligibility set forth on the Declaration Page.
- 1.14. **Employee:** A person who is designated as such by the Group for the purposes of this Plan.
- 1.15. **Enrolled Dependent, Enrolled Employee, or Enrolled Person:** Any Eligible Dependent, Eligible Employee or Eligible Person, as applicable, who has completed the enrollment process and for whom Group has submitted the monthly Premium to DDWA.
- 1.16. **Filed Fee:** The approved fee accepted by DDWA for a specific dental procedure performed by a Delta Dental Participating Dentist, who has performed the dental service and submitted that fee.
- 1.17. **Group:** The employer or entity that is contracting for dental benefits for its Employees in this Contract.

- 1.18. Licensed Professional: An individual legally authorized to perform services as defined in their license. Licensed Professional includes, but is not limited to, denturists, hygienists, and radiology technicians.
- 1.19. Lifetime Maximum: The maximum amount DDWA will pay in the specified Covered Dental Benefit class for an insured individual during the time that individual is on this Plan or any other Plan offered by this Employer.
- 1.20. Maximum Allowable Fee: The maximum dollar amount that will be allowed toward the reimbursement for any service provided for a Covered Dental Benefit.
- 1.21. Non-Participating Dentist: A licensed Dentist who has not agreed to render services and receive payment in accordance with the terms and conditions of a written Participating Dentist Agreement between a member of the Delta Dental Plans Association and such Dentist.
- 1.22. Open Enrollment Period: The annual period in which Eligible Employees can select benefits Plans and add or delete Eligible Dependents.
- 1.23. Participating Plan: Delta Dental of Washington and any other member of the Delta Dental Plans Association with which Delta Dental contracts to assist in administering the Covered Dental Benefits described in this Contract.
- 1.24. Plan Coinsurance: The applicable percentage of Maximum Allowable Fees for Covered Dental Benefits that shall be paid by DDWA as set forth in the Declaration Page. Sometimes this is referred to as the payment level.
- 1.25. Plan: This Contract that provides dental benefits. Any other Contract that provides dental benefits and meets the definition of a "Plan" in the "Coordination of Benefits" section of the Certificate of Coverage is a plan for the purpose of coordination of benefits only.
- 1.26. Premium: The monthly amount payable by Group as designated on the Declaration Page.
- 1.27. Service Area: Washington State, the geographic area in which DDWA will issue this policy. Dental Benefits are provided for covered services received outside of Washington State.
- 1.28. Standard Terms and Conditions: The non-Group specific terms and conditions that control this Contract, unless specifically modified on the Declaration Page.

2. Eligibility, Enrollment, and Termination

2.1. Employee Eligibility, Enrollment, and Termination

- 2.1.1. Employees are eligible to enroll in this Plan if they meet the condition of eligibility designated on the Declaration Page.
- 2.1.2. Eligible Employees may enroll in this Plan on the effective date of this Contract. An employee hired after the effective date of this Contract may enroll in this Plan after satisfying the probationary period indicated on the Declaration Page.
- 2.1.3. Employees are eligible to enroll in this Plan on the first of the month after satisfying any probationary period designated on the Declaration Page unless the Group has elected the 'Start Date' option on the Declaration Page. For 'Start Date' election, the Employee enrollment will start on the date the Employee is eligible. An Employee shall continue to be eligible to enroll in this Plan during the time this Contract is in effect as long as the Employee remains an Eligible Employee.
- 2.1.4. If indicated on the Declaration Page, DDWA will waive the Employee probationary period for an Employee hired after the effective date of this Contract who is transferring into the Plan from enrollment in any other dental plan. Enrollment for such Employee must be completed within 30 days of the transfer and the Employee must have been enrolled for benefits under the prior dental plan in the month of transfer or immediately prior to the month of transfer. The effective date of coverage for such Employee shall be the first day of the calendar month following enrollment. Notification of previous coverage is required at the time of enrollment.
- 2.1.5. Eligible Employees become Enrolled Employees after fully completing the enrollment process, including payment of Premium by Group to DDWA, and remain Enrolled Employees as long as they remain eligible under this Plan and Group has made timely payments of monthly Premiums on behalf of the Employee.

2.1.6. An Enrolled Employee terminates from this Plan at the end of the month that the employee is no longer eligible for enrollment unless the Group has elected the 'End Date' option on the Declaration Page. For 'End Date' election, the Employee terminates on the date the Employee is no longer eligible. An Employee will also terminate from this Plan at the end of the calendar month for which Group has made the last timely payment of the monthly Premiums on behalf of the Enrolled Employee, or upon termination of this Contract, whichever occurs first.

2.2. Dependent Eligibility, Enrollment, and Termination

2.2.1. Dependent coverage under this plan is available as indicated on the Declaration Page.

2.2.2. If covered, an Eligible Dependent is a dependent of an Enrolled Employee who meets the requirements for eligibility established by the Group. Dependent eligibility validation documentation shall be maintained and verified by the Group.

2.2.3. An Eligible Dependent shall become eligible to enroll in this Plan on the date the Eligible Employee becomes eligible to enroll in this Plan, or on the first day of the calendar month following the month in which such person became an Eligible Dependent of the Eligible Employee.

2.2.4. A foster child is covered from the time of placement.

2.2.5. A newborn is covered from the moment of birth, and an adopted child is covered from the date of assumption of a legal obligation for total or partial support or upon placement of the child in anticipation of adoption of the child.

2.2.6. Eligible Dependents become Enrolled Dependents after fully completing the enrollment process, including payment of Premium by the Group to DDWA. An Enrolled Dependent shall continue to be enrolled as long as the Group has made timely payment of the monthly Premiums on behalf of the Enrolled Employee to DDWA.

2.2.7. If the enrollment process is not completed within the time period selected which is represented in the Certificate of Coverage, enrollment will not be accepted until the next Open Enrollment Period unless specified, or unless there is a change in family status as defined in the Special Enrollment Period section of the Certificate of Coverage. If an additional Premium for coverage is required and enrollment is not completed within the time period selected, the newborn, adopted or foster child(ren) will be covered from the effective date of enrollment as defined in the Certificate of Coverage.

2.2.8. An Enrolled Dependent terminates from this Plan when they are no longer an Eligible Dependent of an Eligible Employee, or at the end of the calendar month for which Group has made timely payment of the monthly Premiums on behalf of the Enrolled Employee, or upon termination of this Contract, whichever occurs first.

2.2.9. An Enrolled Employee may terminate coverage of an Enrolled Dependent or reinstate an Eligible Dependent only at renewal or extension of this Plan, or if there is a change in family status, as defined in the Special Enrollment Period section of the Certificate of Coverage.

2.3. General Enrollment Information

2.3.1. An Enrolled Employee must complete the enrollment process for themselves or any newly Eligible Dependents within the time period represented in the Certificate of Coverage. Late enrollment will not be accepted until the next Open Enrollment Period unless specified, or unless there is a change in family status as defined in the Special Enrollment Period section of the Certificate of Coverage.

2.3.2. DDWA requests that all completed enrollment information is received from the Group within 60 days of the employee or dependent's eligibility date.

2.3.3. Retroactive additions and terminations of enrollment for administrative purposes will only be accepted for the time period indicated on the Declaration Page.

2.3.4. While satisfying the various requirements of the FMLA and COBRA laws rests primarily with the Group, DDWA will fully cooperate with Group in complying with these laws.

3. Participation, Payments, Premiums, Invoicing

3.1. Participation Requirements

- 3.1.1. This Contract requires participation of the required percentage or segment of Eligible Employees and Eligible Dependents as indicated on the Declaration Page.
- 3.1.2. For Groups that elect a specific percentage of employee participation, Group will assure that percentage of Eligible Employees are participating in this Plan.
- 3.1.3. For Groups that elect a specific percentage of dependent participation, Group will assure that specified percentage of all Enrolled Employees enroll all of their Eligible Dependents, unless those dependents are enrolled in another dental plan.
- 3.1.4. For Groups that elect to have employee or dependent enrollment in this Plan tied to enrollment in their Group-sponsored medical plan, all Eligible Employees and their Eligible Dependents who are enrolled in the Group-sponsored medical plan must be enrolled in this Plan regardless of whether or not they are enrolled as a dependent in another dental plan. Eligible Employees or their Eligible Dependents who are not enrolled in the Group-sponsored medical plan may not enroll in this Plan.
- 3.1.5. For Groups that elect voluntary enrollment, there is no participation requirement. All other enrollment requirements apply.

3.2. Premium

- 3.2.1. Group shall submit a list of Enrolled Persons to DDWA prior to the beginning of each monthly eligibility period.
- 3.2.2. Group shall permit DDWA, at DDWA's expense, on reasonable advance written notice, to inspect eligibility records to verify the accuracy of information submitted to DDWA. An equitable adjustment of Premium shall be made in the event of errors or delays in reporting eligibility.
- 3.2.3. DDWA shall not be obligated to recoup any funds paid to providers for treatment performed in good faith that the patient's eligibility was current and accurate at the time of treatment.
- 3.2.4. Legislative Surcharge Clause. If any governmental unit imposes any new tax or assessment or increases the rate of any current tax or assessment that is measured directly by the payments made to DDWA by Group, or payment made by DDWA for claims, then DDWA is authorized to increase the monthly Premium by the amount of such new tax, assessment or increase, or pass through the exact tax amount to the Group separately.
- 3.2.5. In the event the number of Enrolled Persons reported by Group in 3 consecutive months is less than the minimum enrollment requirement indicated on the Declaration Page, increases or decreases by 20 percent or more, or if the composition of the Group changes significantly, DDWA may, at its discretion, terminate this contract or proposes an adjustment in Premium, Covered Dental Benefits, or Payment Levels.
- 3.2.6. If Group does not agree to the proposed adjustment within 30 days, DDWA may terminate this Contract at the end of the month for which Premium had been received by DDWA prior to the date of such notice to Group and in accordance with the provisions of this Contract.
- 3.2.7. The monthly Premium indicated on the Declaration Page will be remitted fully by Group as invoiced.

3.3. Invoicing and Payment

- 3.3.1. The Group shall pay the full invoiced amount to DDWA on or before the first day of each calendar month for which benefits are to be provided.
- 3.3.2. Payment of Premium is by Electronic Funds Transfer (EFT) unless other specific payment methods are approved by DDWA. The Group may elect to have DDWA pull the funds from their bank account via an ACH debt transfer around the first of every month.
- 3.3.3. If Group objects to any portion of an invoice, Group will notify DDWA prior to the payment due date and specify the amount and cause of the dispute. Group will pay any undisputed amounts in a timely manner. Any disputed amounts will be resolved by direct negotiation between DDWA and Group.

3.3.4. If payment is not received within 30 days, DDWA may give written notice that payment is past due and may, at its option, terminate all benefits and be released from all further obligations as set forth herein.

3.3.5. No person shall be entitled to benefits under this Contract during any month for which Premium payment has not been received by DDWA.

4. Benefits and Benefit Disputes

4.1. Benefits

4.1.1. Covered Dental Benefits, Limitations, and Exclusions are as described in the Certificate of Coverage and are subject to the Plan maximum and deductible as defined on the Declaration Page.

4.1.2. Covered Dental Benefits are available for an Enrolled Person from the enrollment date until such enrollment terminates.

4.1.3. The percentages of the Maximum Allowable Fee, Filed Fee, or the Dentists’ actual charges payable by DDWA for Covered Dental Benefits provided to an Enrolled Person are defined on the Declaration Page.

4.1.4. To determine Covered Dental Benefits for certain treatments, DDWA may require an Enrolled Person to obtain an independent examination from a DDWA-appointed dentist. DDWA will pay all the charges incurred for this examination.

4.2. Providers

4.2.1. Payment for services provided by a Delta Dental Participating Dentist will be made directly to the dentist. Contracts between Delta Dental and its Delta Dental Participating Dentists provide that, if Delta Dental fails to pay the dentist any amount owed, the Enrolled Person shall not be liable to the dentist for any sums owed by Delta Dental.

4.2.2. An Enrolled Person may elect the services of any licensed dentist. DDWA is not responsible for availability of any particular licensed dentist. DDWA shall not be held liable for any act or omission on the part of the selected dentist.

4.2.3. DDWA shall be entitled to receive from any attending dentist, or from hospitals in which a dentist's care is rendered, any records relating to treatment rendered to an Enrolled Person as may be required in the administration of claims.

4.2.4. The provider dispute resolution process as outlined in individual provider contracts is available upon request.

4.2.5. Fees paid to a provider for Covered Dental Benefits under this Plan are based on the lesser of the provider’s actual fee or the Maximum Allowable Fee of the fee schedule defined below:

PPO National Plan	
Provider Type	Fee Schedule
Delta Dental PPO Participating Dentist	PPO Participating Dentist – State Specific
Delta Dental Premier Participating Dentist	Premier Participating Dentist – State Specific
Non-Participating Dentist in Washington State	DDWA’s Non-Participating Dentist
Non-Participating Dentist out of Washington State	Non-Participating Dentist – State Specific

5. Plan Details

5.1. Plan Maximum

5.1.1. The maximum amount payable by DDWA for Class I, II and III Covered Dental Benefits per Enrolled Person during each Benefit Period is indicated on the Declaration Page. Charges for dental procedures requiring multiple treatment dates shall be considered incurred on the date the service is completed. Amounts for such procedures shall be applied to the Plan maximum based on such incurred date.

5.1.2. If Orthodontic Benefits are covered, the annual or lifetime maximum amount payable by DDWA for Orthodontic Benefits provided to an Enrolled Person will be indicated on the Declaration Page. If Orthodontic Benefits are covered for children only, the maximum will apply only to those members.

5.1.3. If Temporomandibular Joint (TMJ) services are covered, the annual or lifetime maximum amount payable by DDWA for dental services related to the treatment of TMJ disorders will be indicated on the Declaration Page.

5.2. Plan Coinsurance

Plan coinsurance amounts are indicated on the Declaration Page.

5.3. Plan Deductible

5.3.1. The plan deductible, if elected, is indicated on the Declaration Page.

5.3.2. Deductibles may apply to In-Network and Out-of-Network combined, In-Network and Out-of-Network separately, or for Out-of-Network only, as indicated on the Declaration Page.

5.3.3. DDWA is not obligated to pay for Covered Dental Benefits until the deductible amount is satisfied during each Benefit Period for each individual, unless the family deductible has been met during that Benefit Period. The family deductible is accrued by deductible payments of the Enrolled Employee or any Enrolled Dependent.

5.3.4. Any elected deductible is waived on designated classes of benefits as indicated on the Declaration Page.

5.4. Incentive Level

5.4.1. The incentive level elected by Group is indicated on the Declaration Page.

5.4.2. If individual incentive level is elected, the following process will establish the incentive level:

- a. Each Enrolled Person will establish his or her own individual incentive period, which is 12 consecutive calendar months. The initial incentive period begins on the first day of the month during which an Enrolled Person first utilizes dental services available under this Plan. Thereafter, this month establishes the changeover date of the Enrolled Person from one Payment Level to the next. Each Enrolled Person, through Plan utilization, establishes his or her own Payment Levels.
- b. During the first incentive period in which benefits under the Plan are utilized by an Enrolled Person, DDWA shall pay the minimum percentage as shown in the Declaration Page. During each successive incentive period in which benefits are utilized, the Payment Level shall be increased 10 percentage points to the maximum shown in the Declaration Page.
- c. If an Enrolled Person fails to use benefits during an incentive period, the payment level will be decreased by 10 percentage points from the last utilized level. An additional 10 percentage point decrease will happen for each successive incentive period during which benefits are not used until the Enrolled Person reaches the minimum payment level specified in the Declaration Page.

5.4.3. If group incentive level is elected, the following process will establish the incentive level:

- a. During the first incentive period in which benefits under the Plan are utilized, DDWA shall pay the minimum percentage as shown in the Declaration Page. During each successive incentive period in which benefits are utilized, the Payment Level shall be increased 10 percentage points to the maximum shown in the Declaration Page. If an Enrolled Person fails to use benefits during an incentive period, the payment level will be decreased by 10 percentage points from the last utilized level. An additional 10 percentage point decrease will happen for each successive incentive when benefits are not used until the Enrolled Person reaches the minimum payment level specified in the Declaration Page.

5.4.4. If Incentive provisions do not apply to a Covered Benefit, it will be indicated on the Declaration Page.

6. DDWA's Obligations

6.1. Certificates of Coverage

6.1.1. DDWA will issue to Group an electronic version of the Certificate of Coverage for this Plan in the form of a standard DDWA benefit booklet, which summarizes the Covered Dental Benefits and other essential features of the Plan. If any amendment to this Contract materially affects any benefits described in booklets, electronic versions of corrected

booklets or booklet inserts showing the change will be issued to Group. Generally, new Booklets and/or Inserts are not issued mid-Contract Term unless as otherwise specified in this Contract.

6.1.2. Upon receipt of a written request, DDWA will provide to Group one printed booklet for each employee enrolled in the Plan, plus an additional ten percent for a reserve supply. Group will reimburse DDWA for any additional costs due to variation in booklet size or paper requested by Group. DDWA will have booklets delivered to Group within 15 business days after receipt of a signed booklet approval form from Group.

6.2. Confirmation of Treatment and Cost (also known as predetermination of benefits)

6.2.1. DDWA will provide descriptions of Confirmation of Treatment and Costs, claim review, and complaint and appeal procedures in the benefit booklets issued to Group.

6.2.2. If a dentist or an Enrolled Person submits a request for a Confirmation of Treatment and Cost, DDWA will provide a Confirmation of Treatment and Cost for the Enrolled Person. Such Confirmation of Treatment and Cost will be valid when issued based on the information available at that time. A Confirmation of Treatment and Costs is not an authorization for services nor a guarantee of payment but is a notification of Covered Dental Benefits available.

6.3. Quality Management

DDWA may utilize its Quality Management and Clinical Review processes to provide professional review of the adequacy, appropriateness, and alignment with DDWA's established clinical criteria of services rendered to Enrolled Persons.

6.4. Provider Directories

DDWA shall provide Delta Dental Participating Dentist Directories to Group. This directory is available online, and may also be requested by telephone as indicated in the Certificate of Coverage. It is understood that the composition of such directory is subject to change. DDWA reserves the right to change the directory without notice.

6.5. Dental Services Obligations

6.5.1. DDWA shall not be obligated to make payment for any services rendered to a person who is not an Enrolled Person at the time the services were performed.

6.5.2. Nothing contained in this Contract shall be construed as obligating DDWA to render dental services; its sole obligation being to pay the agreed-upon portion of dentist's charges for Covered Dental Benefits in accordance with the terms of this Contract.

7. Group's Obligations

7.1. Notification to Enrolled Employees

Group shall provide information to all Enrolled Employees as to the existence and terms of this Contract. Group shall make the Certificate of Coverage available to each Enrolled Employee.

7.2. Summary Plan Descriptions

If Group elects to prepare and print its own summary plan description, it does so at its own risk and expense. The Group-prepared summary plan description must be based on the most current Certificate of Coverage provided by DDWA, and will be for informational purposes only, not incorporated into this Contract. Group is responsible for assuring the accuracy of any summary plan description that it elects to prepare and distribute. DDWA is not obligated to review or approve any summary plan description prepared by Group, and will not provide any warranty for the content of the Group-produced summary plan description.

7.3. Execution of Contract

7.3.1. Group shall sign and return any and all Contract documents within 30 days of the effective date or the date DDWA sends the Contract document to Group or its authorized representative or agent, whichever is later.

7.3.2. If a signed Contract is not received by DDWA from the Group or the Group's legal representative(s) by the effective date, but Group remits Premium, both parties agree to perform under this Contract in good faith until a signed Contract is received, or until a notice of termination is received as detailed herein.

8. General Provisions

8.1. Modification

No change in this Contract shall be valid unless evidenced by written amendment signed by an authorized representative or agent of DDWA and an authorized representative or agent of Group.

8.2. Legal Action

Legal action to recover benefits provided for in this Contract may not be initiated prior to 60 days after receipt of claim by DDWA. In addition, such legal action must commence within 6 years from the date the claim was received by DDWA.

8.3. Severability

Any provision of this Contract that is in conflict with any governing law or regulation of the State of Washington is hereby amended to comply with the minimum requirements of such law or regulation.

8.4. Indemnification

8.4.1. DDWA shall indemnify and hold harmless Group, its affiliates and their respective directors, officers, employees and agents, for that portion of any liability, settlement and related expense (including reasonable attorneys' fees) resulting solely and directly from DDWA's breach of this Contract, negligence, willful misconduct, criminal conduct, fraud or its breach of a fiduciary responsibility related to or arising out of this Contract.

8.4.2. Group shall indemnify and hold harmless DDWA, its affiliates and their respective directors, officers, employees and agents, for that portion of any liability, settlement and related expense (including reasonable attorneys' fees) resulting solely and directly from Group's breach of this Contract, negligence, willful misconduct, criminal conduct, fraud or its breach of a fiduciary responsibility related to or arising out of this Contract.

8.5. Force Majeure

In the event DDWA is unable to perform its obligations under this Contract by reason of fire, casualty, lockout, strike, labor condition, riot, war, act of God or by ordinance, law, order or decree of any legally constituted authority, then this Contract may, at the option of DDWA, be suspended. During any period of suspension, DDWA shall not be required to perform any service under this Contract, nor shall DDWA be liable for any damages arising from any event that precipitated the suspension. If this Contract is suspended pursuant to this provision, Group's obligation to make Premium payments shall also be suspended for the same period of time.

8.6. Privacy

DDWA and Group will act in accordance with applicable state and federal privacy requirements and disclosure requirements, such as the Gramm-Leach-Bliley Act (GLBA) and the Health Insurance Portability and Accountability Act (HIPAA), including any applicable regulations.

8.7. Domestic Partnership and Gender

For the purposes of this contract, the terms spouse, marriage, marital, husband, wife, widow, widower, next of kin, and family shall be interpreted as applying equally to domestic partnerships or individuals in domestic partnerships as well as to marital relationships and married persons. References to dissolution of marriage shall apply equally to domestic partnerships that have been terminated, dissolved, or invalidated, to the extent that such interpretation does not conflict with federal law. Where necessary, gender-specific terms such as husband and wife used in any part of this contract shall be construed to be gender neutral, and applicable to individuals in domestic partnerships. This definition does not change the election of the Group with regard to coverage for domestic partnerships.

8.8. Notice

Any notice under this Contract shall be sufficient if given by either Group or DDWA by regular mail to the other addressed to the office stated on the front page of this Contract or to such other address as may be designated by written notice to the other.

9. Termination

9.1. Termination Notice

This Contract may be terminated effective at the end of the term by either Group or DDWA, or by either party giving written notice to the other at least 30 days prior to the end of the Contract term, except as otherwise specifically provided herein.

9.2. DDWA Termination

9.2.1. DDWA may elect to terminate this Contract, without prior approval of the Washington State Insurance Commissioner, if any of the events outlined in this Section occur. Termination would be effective at the end of the month for which Premiums have been received by DDWA prior to the time of such election. If termination occurs, DDWA will provide written notice to Group. If DDWA elects to terminate because of default by Group, then Group shall be indebted to and agrees to pay DDWA the sum of all claims payments and expenses incurred for dental services rendered from the date of default until the date of termination, including costs of recovery.

9.2.2. Events that allow termination:

- a. A failure to pay Premium or perform Group's other obligations when due.
- b. Any violation of published policies of DDWA.
- c. Change or implementation of federal or state health care reform laws that no longer permit the continued offering of such coverage.

9.2.3. Events that allow termination if the Group does not take corrective action consistent with their obligations under this Contract:

- a. Enrolled Persons committing fraudulent acts against DDWA.
- b. Enrolled Persons who materially breach the terms of this Contract.

9.3. Premium Reimbursement

If on termination of this Contract, Group has paid Premium to DDWA applicable to a period of time after the termination date, DDWA shall, within 30 days after notification of termination, return such portion of Premium to Group less any amounts due to DDWA.

9.4. Reinstatement

9.4.1. Acceptance by DDWA of the proper amount of Premium, after termination of this Contract and without requiring a new application, shall reinstate the Contract as though it had never terminated, unless DDWA shall, within 5 business days of receipt of such payment, either:

- a. Refund the payment so made, or
- b. Issue to Group a new Contract accompanied by written notice stating clearly those respects in which the new Contract differs from the terminated Contract in benefits, coverage or otherwise.

9.5. Expenses

Upon termination of this Plan, all claim payments and expenses incurred prior to the termination of the Plan, but not submitted to DDWA within the runout period after the date of treatment will be excluded from any benefit consideration.

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CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE:

AGENDA ITEM:	
Navia Benefit Solutions Administrative Services Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Teri Lester	
DEPARTMENT:	
Human Resources	
ATTACHMENTS:	
1. Navia contract.	
BUDGET CODE:	AMOUNT:
<p>SUMMARY: With Marysville becoming self-insured for health benefits, the City needs to execute agreements with insurers and service providers.</p> <p>Navia Benefit Solutions provides administrative services for the City’s Flexible Spending Account benefits plans available to all City employees.</p> <p>This benefit administration with Navia was previously provided under the Association of Washington Cities (AWC) umbrella. The City now has a direct contract with Navia requiring signature by the Mayor.</p>	

RECOMMENDED ACTION: Staff recommends the council authorize the Mayor to execute the agreement with Navia Benefit Solutions.



NAVIA BENEFIT SOLUTIONS ADMINISTRATIVE SERVICES AGREEMENT (v. 2019)

CONTRACT INFORMATION PAGE

This NAVIA ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date by and between Navia Benefit Solutions, Inc. ("Navia"), a Washington Corporation, and the below-named Employer ("Employer").

Name of Employer:	City of Marysville
Effective Date:	01/01/2020
Notices Sent to Employer:	1049 State Avenue Marysville, WA 98270
Notices Sent to Navia	600 Naches Ave SW Renton, WA 98057

IN WITNESS WHEREOF, Employer and Navia have reviewed the forgoing Agreement in its entirety and have caused their undersigned Representative(s) to execute this Agreement, the same being duly authorized to do so.

EMPLOYER

NAVIA BENEFIT SOLUTIONS, INC.

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: HILARIE AITKEN

TITLE: _____

TITLE: CEO

DATE: _____

DATE: _____

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NAVIA ADMINISTRATIVE SERVICE AGREEMENT

Employer has asked Navia to provide administrative services for certain employee Benefit Plans maintained by Employer as described in this Agreement. In consideration of the mutual promises contained in this Agreement, Employer and Navia agree as follows:

GENERAL TERMS AND CONDITIONS

ARTICLE I: DEFINITIONS

All capitalized terms in this Agreement not defined in this Section shall have the meanings set forth in the Sections or Schedules of this Agreement in which they are defined.

1.1 AFFILIATE

“Affiliate” means a business entity now or hereafter controlled by, controlling or under common control with a Party. Control exists when an entity owns or controls directly or indirectly 50% or more of the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.

1.2 AGREEMENT

“Agreement” means the following: the Contract Information Page, the General Terms and Conditions, the Schedules and the Exhibits that are specifically incorporated by the Parties into this Agreement by reference.

1.3 BENEFIT PLANS

“Benefit Plan(s)” means one or more employee benefits plans, 132 Transportation benefits, COBRA Administration, or Direct Billing Administration established and maintained by Employer for the benefit of its employees and their eligible dependents for which Navia provides Services in accordance with this Agreement.

1.4 BUSINESS DAY

“Business Day” means Monday through Friday, excluding days deemed to be federal holidays.

1.5 CARD RECIPIENT

“Card Recipient” means the individual to whom Card Services Provider issues an Electronic Payment Card in accordance with this Agreement.

1.6 CARD SERVICES PROVIDER

“Card Services Provider” means the third party chosen by Navia to issue Electronic Payment Cards in accordance with this Agreement and/or process electronic payment card transactions.

1.7 CARRIER

“Carrier” means the insurance Carrier or other benefit provider designated by the Employer.

1.8 CLAIMS ADMINISTRATOR

“Claims Administrator” means Navia.

1.9 COBRA ELECTION NOTICE

“COBRA Election Notice” means the election form included in the Specific Rights Notice.

1.10 CODE

“Code” means the Internal Revenue Code of 1986 and the regulations thereunder, as amended from time to time.

1.11 COVERED DEPENDENT

“Covered Dependent” means any person other than the Covered Employee who is covered under a Benefit Plan by virtue of his relationship to the Covered Employee.

1.12 COVERED EMPLOYEE

“Covered Employee” means any of Employer’s employees or former employees who are enrolled in a Benefit Plan or who have established a Health Savings Account as defined in Code Section 223.

1.13 COVERED INDIVIDUAL

“Covered Individual” means a Covered Employee or a Covered Dependent.

1.14 DISBURSEMENT REPORT

“Disbursement Report” means a file or report created by Navia, posted to the Website that details the benefit disbursements.

1.15 ELIGIBILITY AND PAYROLL DEDUCTION REPORT (“EDR”)

“Eligibility and Payroll Deduction Report” means a file or report created by Navia, posted to the Website, and verified by the Employer against payroll deductions for each processing date.

1.16 ELECTRONIC PAYMENT CARD

“Electronic Payment Card” means a debit card or store value card used to pay for eligible expenses under the Benefit Plan(s).

1.17 ELIGIBLE EMPLOYEE

“Eligible Employee” means an employee that is eligible for the Benefit Plan(s) as determined by the Employer.

1.18 EXHIBIT

“Exhibit” means the document or documents specifically incorporated by the Parties into this Agreement by reference that describe the specific rights, duties, and obligations of the Parties.

1.19 FEES

“Fees” means the amount that must be paid as indicated in each Schedule.

1.20 GRACE PERIOD

“Grace Period” means the 2.5-month period after the end of the Plan Year during which eligible expenses incurred during that time may be applied toward the previous Plan Year.

1.21 INTELLECTUAL PROPERTY RIGHTS

“Intellectual Property Rights” means all intellectual property rights throughout the world, including copyrights, patents, mask works, trademarks, service marks, trade secrets, inventions (whether or not patentable), know how, authors’ rights, rights of attribution, and other proprietary rights and all applications and rights to apply for registration or protection of such rights.

1.22 PARTY OR PARTIES

“Party” means Employer or Navia collectively, and Employer and Navia shall be referred to as “Parties”.

1.23 PLAN ADMINISTRATOR

“Plan Administrator” means Employer.

1.24 PLAN APPLICATION

“Plan Application” means the online or form questionnaire provided by Navia to Employer used to gather Employer and Plan design information.

1.25 PLAN DOCUMENT

“Plan Document” means a document that describes the Plan’s terms and conditions related to the operation and administration of the plan.

1.26 PLAN YEAR

“Plan Year” means a period of time determined by the Employer no longer than 12 months.

1.27 REPRESENTATIVE

“Representative” means an officer, director, or individual with authority to bind the Party.

1.28 RUN-OUT-PERIOD

“Run-out Period” means the period of time after the end of the Plan Year during which Covered Individuals can submit claims.

1.29 SCHEDULE(S)

“Schedule(s)” means the document or documents specifically incorporated by the Parties into this Agreement by reference that describe the specific Services and the specific rights and obligations of the Parties with respect to such Services.

1.30 SERVICES

“Services” means Benefit Plan related administrative services as described specifically in the Schedules, together with any materials, supplies, tangible items or other goods Navia furnishes in connection with the Services.

1.31 SPECIFIC RIGHTS NOTICE

“Specific Rights Notice” means the notice that must be provided to each qualified beneficiary in connection with a COBRA qualifying event.

1.32 SUBCONTRACTOR

“Subcontractor” means a third-party to whom a Party has delegated or subcontracted any portion of its obligations set forth herein.

1.33 WE OR US

“We” or “Us” means Navia.

1.34 YOU OR YOUR

“You” or “your” means Employer.

1.35 YEAR-TO-DATE REPORT

“Year-to-Date Report” means a file or report created by Navia, posted to the Website that details contributions, disbursements, and benefit election, if applicable.

ARTICLE II. RELATIONSHIP AND TERM

2.1 RELATIONSHIP OF THE PARTIES

Navia is an independent contractor. Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment, or joint venture relationship between the Parties, their Affiliates, or any of their Subcontractors or Representatives. Employer acknowledges that Navia is not an accounting or law firm. No Services, and no written or oral communications made by Navia during the course of providing Services, are or should be construed by Employer as tax or legal advice.

2.2 TERM OF THE AGREEMENT

This Agreement shall be in effect from Effective Date set forth on the Contract Information Page and will continue until such time as the Agreement is terminated as set forth herein (“Term”). Each Schedule may have a later effective date than this Agreement to the extent that Employer and Navia agree to the terms set forth in the Schedule after this Agreement has already become effective. If the Employer uses the Services of Navia, this Agreement will be deemed to be in effect as of the date Navia begins providing such Services even if a copy of this Agreement has not been signed and returned by the Employer—all fees and monthly charges will be due and payable as set forth herein.

2.3 TERMINATION WITHOUT CAUSE

Either Party may terminate this Agreement for convenience, without cause, at any time without further charge or expense with at least sixty (60) calendar days prior written notice to the other Party.

2.4 TERMINATION FOR CAUSE

In addition to any other remedies available to a Party, a Party may immediately terminate this Agreement upon the occurrence of a Termination Event by the other Party by providing written notice of termination to the other Party.

The following events constitute a Termination Event:

- (a) Employer fails to pay the applicable Fees or satisfy the applicable funding requirements as set forth herein;
- (b) Failure of a Party to cure a material breach (to the extent curable) within thirty (30) calendar days after written notice of the breach and intent to terminate is provided by the non-breaching Party;
- (c) Employer files for bankruptcy, becomes or is declared insolvent (generally unable to pay its debts as they become due), is the subject of any proceedings (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer, makes an assignment for the benefit of all or substantially all of its creditors, takes any corporate action for its winding-up, dissolution or administration, enters into an Agreement for the extension or readjustment of substantially all of its obligations, or recklessly or intentionally makes any material misstatement as to its financial condition. In the interest of risk reduction for both Parties, Navia may immediately suspend Benefit Plan processing (including debit cards) without notice upon the occurrence of any of the circumstances described in this section (c). Upon written notice to Employer, Navia may terminate services for a Covered Employee for persistent abusive, offensive, or similar behavior toward Navia employees.

2.5 POST TERMINATION OBLIGATIONS

- (a) If Employer terminates this Agreement, Navia shall reasonably cooperate with Employer to transition information to Employer or a new third party pursuant to the reasonable instructions of

Employer, in accordance with the terms of this Agreement, as necessary to enable the new service provider to perform services without disruption to Covered Individuals. Employer is obligated to reimburse all reasonable costs and expenses incurred by Navia for continued administration during the transition process (including administration Fees during the claims run-out period) and transitioning any necessary information as set forth herein. Covered Individual claims submitted to Navia after termination of the Agreement or expiration of the claims run-out period, whichever is later, will be denied and Participants will be redirected to the Employer and Navia will have no further responsibility with respect to Covered Individual claims received after such time.

- (b) The rights and obligations of the Parties that by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes include, without limitation, Section 5.1 through Section 5.5, Article VI, Section 7.7, and the Business Associate Agreement Exhibit.
- (c) Termination of this Agreement shall not terminate the rights or obligations of either Party arising prior to the effective date of such termination. Notwithstanding anything to the contrary herein upon termination of this Agreement, all Fees, funding, and other amounts owed will become immediately due and payable.

ARTICLE III. FEES

3.1 FEES FOR SERVICES

The Fees that Employer must pay Navia for Services are set forth in the Fee section of each Schedule. To the extent that Navia sends a monthly invoice, all Fees are due upon receipt of the monthly invoice; however, there is a thirty (30) day period after which 1.5% interest per month will accrue with respect to any unpaid Fees to the extent Navia does not terminate the Agreement in accordance with Article III herein. If the invoice is mailed by Navia, the recipient is deemed to have received the invoice within three (3) Business Days after Navia mails the invoice. Failure to timely and completely pay such Fees may also result in suspension of all or part of the Services provided or, in Navia's discretion, termination of the Agreement.

3.2 FEES FOR ADDITIONAL SERVICES

Additional Fees for additional Services not listed in the Schedules shall be as mutually agreed in writing between Employer and Navia prior to performance. Such Fees may result from Employer's specific requests for legal guidance provided by an outside firm, development time, or third-party audit Fees.

3.3 FEE TERMS AND CHANGES IN FEES

- (a) Fees are effective beginning with the Effective Date unless otherwise provided herein.
- (b) Navia may change Fees to the extent that (i) changes are made in applicable law that materially affect the rights and obligations of Navia set forth herein, (ii) Employer amends the Benefit Plan in a manner that materially impacts the Services provided herein; or (iii) Navia provides written notice of a proposed Fee change to Employer. If Employer does not affirmatively reject any proposed Fee changes in writing within thirty (30) days of receiving written notice of the proposed Fee changes from Navia, such proposed Fees will become effective the first day of the month following the end of the thirty-day response period. If Employer does not agree with such proposed Fee changes, Employer may terminate the Agreement with no less than thirty (30) days prior written notice from the date that Navia notified Employer of the Fee changes.

ARTICLE IV. WARRANTIES AND REPRESENTATIONS

4.1 MUTUAL WARRANTIES AND REPRESENTATIONS

Each Party represents and warrants the following:

- (a) the Party's execution, delivery and performance of this Agreement: (i) have been authorized by all necessary corporate action, (ii) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any material agreement to which the Party or any of its assets may be subject and (iii) are not subject to the consent or approval of any third party;
- (b) This Agreement is the valid and binding obligation of the representing Party, enforceable against such Party in accordance with its terms;
- (c) Such Party is not subject to any pending or threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder; and
- (d) Both Parties will perform their respective obligations under this Agreement in compliance with all laws, rules, regulations, and other legal requirements applicable to the Party.

4.2 NAVIA'S WARRANTIES AND REPRESENTATIONS

- (a) Navia represents and warrants that the Services shall reasonably conform to the Schedules described herein.
- (b) Other than as specifically set forth herein, Navia makes no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaims all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose.

4.3 EMPLOYER'S WARRANTIES AND REPRESENTATIONS

Employer represents and warrants they are not subject to any pending or threatened litigation, governmental action, or investigation from the IRS, DOL, HHS, or otherwise with respect to any Benefit Plans. If Employer is subject to any litigation, action, or investigation, or becomes subject while this Agreement is in effect, Employer shall promptly notify Navia in writing in advance of the Effective Date of this agreement, or within 10 days of Employer becoming aware of such litigation, action, or investigation.

ARTICLE V: INFORMATION AND RECORDS

5.1 RECORDS GENERALLY

Employer and Navia shall retain records and supporting documentation sufficient to document its satisfaction of its obligations under this Agreement in accordance with laws and generally accepted accounting principles for at least seven (7) years from the date such record or documentation is created.

5.2 CONFIDENTIAL AND PROPRIETARY INFORMATION - GENERALLY

- (a) The term "Confidential Information" shall mean all non-public data, trade secrets, business information and other information of any kind whatsoever that a Party ("Discloser") discloses, in writing, orally, visually or in any other medium, to the other Party ("Recipient") or to which Recipient obtains access and that relates to Discloser or, in the case of Navia, its customers. A "writing" shall include an electronic transfer of information by e-mail, over the Internet or

otherwise. Confidential Information shall not include Benefit Plan information (i.e. card swipe data, Benefit Plan reports, claims, explanation of benefits, and Protected Health Information or Personally Identifiable Information). Such data will be protected under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Health Information Technology for Economic and Clinical Health Act (HITECH”) and/or other applicable privacy and security laws.

- (b) Each of the Parties, as Recipient, hereby agrees that it will not, and will cause its Representatives, Affiliates, and Subcontractors not to disclose Confidential Information of the other Party, during or after the Term of this Agreement, other than on a “need to know” basis and then only to: (a) Affiliates; (b) Representatives; and/or (c), Subcontractors provided that any third parties who receive Discloser’s Confidential Information from Recipient or on behalf of Recipient are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section. However, a Party may disclose Confidential Information as required by law or as otherwise expressly permitted by this Agreement.
- (c) Recipient shall not use or disclose Confidential Information of the other Party for any purpose other than to carry out its obligations set forth herein.
- (d) Recipient shall treat Confidential Information of the other Party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish, or disseminate, but not less than a reasonable level of care.
- (e) Upon the Discloser’s request following expiration or termination of this Agreement for any reason, the Recipient shall promptly return or destroy – to the extent permitted by law -- all Confidential Information in the possession of Recipient or Recipient’s Affiliates, Representatives or Subcontractors, provided that either Party may retain copies of such files as are needed to administer the Benefit Plan(s) or to protect its interests. If it is determined that returning or destroying all Confidential Information of Employer is infeasible Navia shall extend the protections of this Agreement to such Confidential Information.
- (f) The obligations of confidentiality in this Section shall not apply to any information that (i) Recipient rightfully has in its possession when disclosed to it, free of obligation to Discloser to maintain its confidentiality; (ii) Recipient independently develops without access to Discloser’s Confidential Information; (iii) is or becomes known to the public other than by breach of this Section; (iv) is rightfully received by Recipient from a third party without the obligation of confidentiality; or (v) is subject to disclosure under the Washington Public Records Act, chapter 42.56 RCW. In the event Employer receives a public records request for Confidential Information and determines in its legal judgment that no applicable exemption to disclosure applies, Employer will notify Navia in writing of the request. If in ten business days, Navia has not obtained a court order preventing disclosure, Employer may disclose the requested Confidential Information. Any combination of Confidential Information disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain.
- (g) A Party’s Confidential Information and any results of processing Confidential Information or derived in any way therefrom shall at all times remain the property of that Party.

5.3 MEDIA RELEASES AND PUBLIC ANNOUNCEMENTS

Employer may not issue any media releases, public announcements and public disclosures, relating to this Agreement or use the name or logo of Navia, including, without limitation, in promotional or marketing

material or on a list of vendors, provided that nothing in this paragraph shall restrict any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing Party.

5.4 PROTECTED HEALTH INFORMATION AND PERSONAL INFORMATION

Protected Health Information (“PHI”), as defined by 45 C.F.R. 160.103, if any, that is used or disclosed by the Parties in accordance with this Agreement, will be governed by the terms and conditions set forth in the Business Associate Agreement between the Parties. Employer agrees that Navia may communicate confidential, PHI or otherwise sensitive information to Employer and hold Navia harmless in the event Employer misroutes or improperly uses or discloses such information where such information was used or disclosed by Navia for purposes of administration of the Benefit Plan(s) or used or disclosed for the purposes of carrying out Navia’s duties and responsibilities under this Agreement. Navia qualifies as a Service Provider under the California Consumer Protection Act of 2018 (“CCPA”). To the extent applicable, Navia is prohibited from retaining, using, or disclosing Personal Information as defined by the CCPA for any purpose except performing the Services described herein or that the CCPA otherwise permits a Service Provider to take. Additionally, Navia is prohibit from retaining, using, or disclosing Personal Information for a commercial purpose other than providing the Services specified in this Agreement.

5.5 INTELLECTUAL PROPERTY RIGHTS

Each Party shall retain all rights in and/or title to its respective Intellectual Property Rights. Other than as expressly provided in this Agreement, (a) nothing contained herein shall be construed as granting a Party any license, right, title, or interest in or to any of other Party’s Intellectual Property Rights and (b) neither Party is developing any work product for the other.

5.6 ONLINE SERVICES

- (a) Navia may provide access to a password-protected website maintained by Navia or Navia’s Subcontractor(s) in connection with the Services (the “Website”). Navia may unilaterally make reasonable adjustments and improvements to the Website at any time and without prior notice. Neither Navia nor Navia’s Subcontractor is under any obligation to make any adjustments to the Website that are requested by Employer or any other third party.
- (b) The Website may include information related to Navia’s other services and/or links to other websites to the extent permitted by law. Navia neither grants a license for nor is responsible for any external links to third party websites provided on the Website.
- (c) Employer acknowledges that Employer and the Covered Individuals are solely responsible for maintaining the hardware and/or software necessary to access the Website.

ARTICLE VI: LIABILITY AND INDEMNIFICATION

6.1 LIMITATION ON LIABILITY

- (a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA, OR COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER UNDER ANY THEORY OF LIABILITY EVEN IF SUCH PARTY ALLEGED TO BE LIABLE HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES, PROVIDED, HOWEVER, THAT THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO OR IN ANY WAY LIMIT THE OBLIGATIONS OF THE SECTIONS ENTITLED “INDEMNITY,” AND “CONFIDENTIALITY AND PROPRIETARY INFORMATION”. IF NAVIA IS FOUND

LIABLE TO EMPLOYER FOR ANY DIRECT DAMAGES, SUCH DAMAGES SHALL NOT EXCEED AN AMOUNT EQUAL TO ACTUAL DAMAGES OR THE FEES PAID FOR SERVICES GIVING RISE TO THE CLAIM WITHIN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, WHICHEVER IS LESS.

- (b) Navia is not liable for the acts or omissions of a prior administrator or the acts or omissions of Employer if prior administration was conducted by Employer.
- (c) Navia shall not be liable for any action, conduct, or activity taken by Navia, or any failure to act, at the request of Employer.
- (d) Neither party will be liable for and will be excused from any failure or delay in satisfying its obligations set forth herein if such failure or delay is caused by circumstances beyond its control, including but not limited to any natural disaster (such as earthquakes, hurricanes or floods), emergency conditions (such as war, riot, fire, theft, severe inclement weather, or labor dispute), outages, legal constraint or governmental action or inaction, breakdown or failure of equipment not due directly to the negligence of the Party maintaining the equipment, or the act, omission, negligence or fault of the other party. This section does not excuse Employer from its obligations to pay any of the Fees or to fund the Benefit Plans as provided herein.

Navia neither assumes nor underwrites any liability of Employer under the Benefit Plans, and acts only as provider of the services specifically described herein. Navia shall not be responsible for any over disbursed benefits, including but not limited to over disbursements due to insurance claim adjustments after benefits have been reimbursed. The Services performed shall be ministerial in nature and shall be performed in accordance with the direction, guidance, framework, and interpretation of the Benefit Plan(s) established and communicated by Employer. Navia shall have no discretionary authority or control over the Benefit Plan(s), funds, and Covered Individuals. Specifically, the Employer has the absolute authority with respect to the control, management, investment, or disposition and utilization of all plan assets, if any; and Navia shall neither have nor be deemed to exercise any discretion, control, or authority with respect to the disposition of any plan assets.

6.2 INDEMNITY

- (a) Each Party (“Indemnitor”) shall indemnify, defend, and hold harmless the other Party, its Representatives, successors and permitted assigns (collectively, the “Indemnitee”) from and against any and all claims made or threatened by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' Fees and expenses incurred in investigation or defense (“Damages”), to the extent such Damages arise out of or relate to the following:
 - i. Any negligent act or omission or willful misconduct by an Indemnitor, its Representatives or its Subcontractor; or
 - ii. Any material breach in a representation, covenant, or obligation of the Indemnitor contained in this Agreement.
- (b) Indemnitee shall give Indemnitor reasonably prompt notice of, and the Parties shall cooperate in, the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof, provided that Indemnitee must approve the terms of any settlement or compromise that may impose any un-indemnified or nonmonetary liability on Indemnitee.

- (c) Navia shall not be liable to Employer for mistakes of judgment or other actions taken in good faith unless such error results directly from an intentionally wrongful or negligent act of Navia.

6.3 REMEDIES

The remedies under this Agreement shall be cumulative and are not exclusive. Election of one remedy shall not preclude pursuit of other remedies available under this Agreement or at law or in equity.

6.4 STATUTE OF LIMITATIONS

The Parties agree that no legal action may be brought by a Party ("Plaintiff") against the other more than two (2) years after the date the claim giving rise to such action became known by the Plaintiff or, exercising reasonable diligence should have been known by the Plaintiff.

ARTICLE VII: MISCELLANEOUS

7.1 SECTION HEADINGS

Section headings are included for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement.

7.2 WAIVER OF RIGHTS

No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. Any waiver by either Party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement.

7.3 INVALID/ILLEGAL/UNENFORCEABLE PROVISIONS

If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

7.4 AMENDMENT

Except as otherwise set forth herein, no amendments of any provision of this Agreement shall be valid unless made by an instrument in writing signed by both Parties specifically referencing this Agreement.

7.5 AGREEMENT

- (a) This Agreement, the Schedules, and any Exhibits reflect the final, full and exclusive expression of the agreement of the Parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of either Party with respect to the subject matter hereof and the transactions contemplated hereby.
- (b) This Agreement may be executed by the Parties in one or more counterparts, and each of which when so executed shall be an original but all such counterparts shall constitute one and the same instrument. The Parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction
- (c) Notwithstanding the general rules of construction, both Employer and Navia acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

- (d) This Agreement shall be governed by the applicable laws of Washington without regard to any of its conflict of law principles and any dispute arising out of this Agreement will be settled in any court of competent jurisdiction in King County, Washington.

7.6 NOTICES

- (a) All legal notices required to be sent by one Party to the other Party under this Agreement shall be given to the Parties in writing to the addresses identified on the Contract Information Page or to such other addresses as the Parties may substitute by written notice given in the manner prescribed in this Section as follows:
- i. By first class, registered or certified United States mail, return receipt requested and postage prepaid,
 - ii. Over-night express courier,
 - iii. By hand delivery to such addresses, or
 - iv. Electronic mail with return receipt.
- (b) Such notices shall be deemed to have been duly given (i) five (5) Business Days after the date of mailing as described above, (ii) one (1) Business Day after being received by an express courier during business hours, or (iii) the same day if by hand delivery or by email

7.7 CONSENT

Wherever this Agreement requires either Party's approval or consent such approval or consent shall not be unreasonably withheld or delayed.

7.8 THIRD PARTY BENEFICIARIES

Except as expressly set forth in this Agreement, the Parties do not intend the benefits of this Agreement to inure to any third party, including but not limited to Covered Individuals and Eligible Employees, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such other third party, against either of the Parties hereto.

7.9 ADVERTISING

Navia may indicate in its marketing materials and proposals to other prospective customers that this Agreement has been awarded and may describe the nature and objective(s) of this engagement. No such statements by, or materials of, Navia will disclose any Employer Confidential Information.

7.10 INSURANCE

Navia agrees throughout the term of the Agreement to maintain in full force and effect commercial general liability, umbrella liability, error and omissions liability, and professional liability insurance coverage in a reasonable amount, and workers' compensation insurance in the amount required by law, at its own expense. Upon request, Navia shall furnish to Employer a certificate of insurance evidencing the same.

BENEFIT PLAN SERVICE SCHEDULE(S) AND FEES

Employer has established one or more of the following Benefit Plans (the “Plan” or “Plans”) for purposes of providing benefits administration and/or reimbursement of certain eligible expenses incurred by Covered Individuals:

- Cafeteria Plan Document and Forms
- Health and Dependent Care Flexible Spending Arrangements
- Health Reimbursement Arrangements
- Section 132 Transportation and Parking Plan
- Code Section 223 Health Savings Account

In addition, Employer may offer one or more of the following other Plans for purposes of complying with applicable laws or providing additional benefits.

- Wellness Plan
- Federal COBRA Administration
- Direct Billing or Direct Billing Administration

Employer has asked Navia to assist it with its administrative obligations under one or more of the Plans identified above. The specific Plan-related Services are described in each Schedule. Only those Services chosen by Employer pursuant to an Application and for which the applicable Fee is paid as set forth in the Fee section of each Schedule (or, as set forth below with respect to additional requested Services), will be provided by Navia.

ARTICLE I. STANDARD BENEFIT PLAN SERVICES

- 1.1. Employer is solely responsible for the operation and maintenance of the Plans. It is Employer’s sole responsibility and duty to ensure that each Plan complies with the applicable laws and regulations, and Navia’s provision of Services under this Agreement does not relieve Employer of this obligation.
- 1.2. If applicable to the particular Plan, Navia will provide Navia’s standard plan document, summary plan description, and forms to be used by Employer as a template for creating the governing documents for the Plan(s). Such standard documents and forms have been prepared in accordance with the standard of care set forth in the Agreement but are general in nature and do not take into consideration facts and circumstances specific to Employer and Employer’s Plans. Consequently, Navia makes no warranties and representations that such documents and forms will comply with applicable law as they relate to the Plan(s). Navia is not responsible for making any changes or amending the documents. It is Employer’s responsibility to review the documents and ensure they conform to the facts and circumstances specific to Employer and the Plans, and ensure the documents comply with applicable laws. Employer shall also make such documents available to Covered Individuals as required by law.
- 1.3. Employer will provide to Navia timely, accurate and complete information relating to the Covered Individuals and the Plans as is necessary for Navia to satisfy its obligations hereunder. Employer shall provide information in the format and method approved by Navia (consolidated spec file) In the event such information (i.e. data reports and files) requires manual processing or requires a method not in Navia’s business process, such processing shall be subject to Fees (Noncompliant File Processing Fee) as provided in the applicable Schedule. In the event that the information is

not timely reported or verified, and in the event that there are disbursements made by Navia that would not have been made if the occurrence had been reported on the same day of each such occurrence, then Employer shall be responsible for such disbursements and shall reimburse Navia therefore upon request by Navia. Employer shall be responsible for accurate Participant payroll deductions, reporting of deductions, and W-2 reporting and shall ensure that any terminated employer contacts (human resources, payroll, broker contacts, or other Employer contacts with access to the Website) are immediately reported to Navia on the same day of the occurrence. Employer shall be responsible for any consequences of failing to report such terminations on the same day of the occurrence, including by not limited to the unauthorized disclosure of information to former Employer contacts. Navia is not “a person” who is responsible for administering or providing benefits under the COBRA benefit within the meaning of Internal Revenue Code section 4980B (e)(1)(B). Navia is not responsible for the payment of excise taxes imposed under Internal Revenue Code section 4980B and is not responsible for the preparation or filing of Internal Revenue Service Form 8928. Navia shall provide such information as Employer reasonably requests in order to calculate excise taxes imposed under Internal Revenue Code section 4980B or to prepare IRS Form 8928. With respect to COBRA services, Navia is merely a collection agent for the employer and any amounts collected belong to the Employer. Employer agrees to reimburse Navia for any taxes, or other similar charges, in connection with COBRA administration, assessed against Navia. Employer understands and agrees that Navia may rely on all information provided to it by Covered Individuals and/or Employer in accordance with this Agreement as true and accurate without further verification or investigation by Navia. Navia shall not be responsible and shall be held harmless for the receipt of inaccurate and/or incomplete information or data files. Navia shall not be responsible for any delays in providing services under this Agreement and any financial or adverse consequences due to the receipt of the inaccurate and/or incomplete information or data files or for Employer’s failure to send data files.

- 1.4 If applicable to the Plan(s), Navia will send education and engagement materials in the form of electronic mail campaigns direct to Employees and make enrollment kits (describing the benefit), enrollment forms, online enrollment specification files, and claim forms available on the Website and/or to Employer for distribution to Covered Individuals. Navia is only obligated to process claims submitted to Navia in accordance with the instructions set forth on Navia’s claim forms. Navia will process claims in accordance with applicable law, its standard operating procedures, and the terms of the Plan to the extent that such terms are provided to Navia and are consistent with Navia’s standard operating procedures. Navia may also provide claims submission capabilities via online and through a smart phone application for certain Plans. If Navia denies a request for reimbursement, Navia will review the 1st level appeal. If the Plan provides for 2 levels of appeal Employer will be responsible for the final determination. Employer shall be the fiduciary and Plan Administrator of the Benefits Plans and shall be responsible for interpreting the Plans, its provisions, terms and conditions and make any and all determinations as to eligibility, appeal, and change in status events, as applicable.
- 1.5 In the event that a Covered Employee is reimbursed less than is otherwise required by the Plans, Navia will promptly adjust the underpayment to the extent that Employer has satisfied its funding obligations as set forth herein. If it is discovered that a Covered Employee was overpaid, or the Covered Employee fails to substantiate an Electronic Payment Card Transaction as required by applicable rules and regulations, Navia will make reasonable attempts to request repayment of overpaid or unsubstantiated Electronic Payment Card claims or offset the ineligible payment against any claims for future eligible expenses in accordance with applicable rules and regulations. If the Covered Employee fails to repay or offset, Navia will notify Employer upon Employer’s written request for such report or data. Employer is responsible for taking any additional action permitted or required by law (e.g., including such amounts in income or garnishing wages

consistent with applicable laws). Navia shall have no obligation to request repayment or offset to the extent such overpayment is a result of Employer's acts or omissions, such payments were authorized by Employer or Employer has failed to satisfy its funding obligations.

- 1.6 The specific funding requirements are set forth in each Schedule. Generally, Employer shall make sufficient employer funds from its general assets available to pay benefits under the Plan(s). These employer funds shall not be deemed employee salary reductions or plan assets. Employer shall grant Navia withdrawal authority over the account sufficient to enable it to pay benefits. If at any time the amount of benefits payable under the Plan exceeds the amount received Employer shall transfer an amount necessary to fulfill its funding obligations under the applicable Plan(s). Navia will deposit these Employer funds into a Navia owned account to facilitate the payment of claims. Any interest generated by Employer funds deposited into the Navia owned account shall belong to Navia as reasonable compensation under this Agreement. Navia may use such funds for any legal purpose including, but not limited to, to offset any fees of the financial institution with respect to such account. To the extent that such interest (after deducting applicable fees) is not in excess of LIBOR plus 2-percent, Navia shall be entitled to retain such interest. Navia will return interest in excess of these permissible amounts to the Employer and the Employer agrees that it will use such amounts in accordance with applicable laws, including but not limited to ERISA when applicable.

Navia may suspend processing all benefit payments, electronic payment cards, and any other reimbursements, and distributions in the event Employer fails make sufficient funds available to pay benefits under the Plan(s) and/or fails to fund the Plan(s) according to the relevant Schedule. Navia shall not be responsible or liable for the funding of claims for benefits under any Plan. If at any time Navia has paid out more in benefits than received in funding (based upon either individual Covered Employee accounts or the Plan(s) aggregate balance) Employer shall deliver to Navia an amount equal to that deficit upon Navia's written request. If such funding is not received within two (2) days Navia may suspend all Services including but not limited to suspension of Electronic Payment Cards and benefit reimbursements.

- 1.7 If relevant to the Plan(s), Navia shall provide on-site enrollment meetings and attendance at benefits fairs, as reasonably requested by Employer, for the Fee and costs set forth in the Schedule.
- 1.8 Navia shall provide customer support weekdays, 5 a.m. to 5 p.m. Pacific Time, excluding holidays.
- 1.9 Navia will conduct Nondiscrimination Testing ("NDT") required under the Code for the attached Schedules. Navia will provide Employer with a Request for Information ("RFI") form requesting the data necessary to complete the NDT or provide an online version of the RFI. Within a reasonable amount of time after receipt of the requested information, Navia will provide test results, which will be based solely on the information provided by Employer and/or information maintained by Navia in accordance with the Schedule. Such test results are not intended as legal or tax advice and shall not be relied upon as legal or tax advice. Navia is under no obligation to advise Employer regarding specific corrective measures beyond providing the test results.
- 1.10 Employer may review reports summarizing the Plan via the Website. Employer is responsible for reviewing the reports submitted by Navia and notifying Navia of any errors of which it is aware within a reasonable period of time after reviewing them.

ARTICLE II. ELECTRONIC PAYMENT CARD SERVICES

- 2.1. If applicable to the Plan(s) selected in the attached Schedule(s), at Employer's request and payment of all applicable Fees, the Card Services Provider may make an Electronic Payment Card available to Covered Individuals through which eligible expenses may be paid in accordance with the following terms:
- 2.2. Covered Employees or Employer shall provide to Navia a valid email address for each Covered Employee requesting an Electronic Payment Card.
 - 2.2.1. The Card Services Provider will issue an Electronic Payment Card to each Card Recipient within thirty (30) days of Navia's receipt of the Covered Employee's enrollment data or the Covered Employee's online, electronic mail or form request. Employer understands and acknowledges that the Card Services Provider issues Electronic Payment Cards based solely on the information provided by Employer. Navia and the Card Services Provider have no obligation to verify or confirm that Card Recipients are Covered Individuals.
 - 2.2.2. Card Recipients must agree to use the Electronic Payment Card in accordance with the terms of the Cardholder Agreement that accompanies the Electronic Payment Card. The Electronic Payment Card will be deactivated if the Covered Individual fails to use the Electronic Payment Card in accordance with the Cardholder Agreement or as otherwise required by applicable law.
 - 2.2.3. The Electronic Payment Card may be used by Card Recipients to pay for eligible expenses (as defined by applicable law and the applicable Plan to the extent consistent with Navia's standard operating procedures) in accordance with the applicable rules and regulations.
 - 2.2.4. Navia will require substantiation of expenses paid with the Electronic Payment Card in accordance with the requirements set forth in the Code and/or other applicable guidance. The Electronic Payment Card will be deactivated if the Card Recipient fails to provide the requested substantiation in a timely manner as determined by Navia in accordance with Federal guidelines.
 - 2.2.5. All Cards will be deactivated on the date this Agreement is terminated, the date that Employer fails to satisfy its funding obligations as set forth herein, the date Employer files for bankruptcy and/or as necessary to prevent fraud or abuse (as determined by Navia).

CAFETERIA PLAN SERVICE SCHEDULE

Employer has established a Code Section 125 Plan to allow eligible employees to pay for their share of certain Benefit Plan coverage with pre-tax salary reductions (including but not limited to Employer contributions).

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement.

ARTICLE I. STANDARD SERVICES

1. Navia will provide a sample Code Section 125 plan document, summary plan description, and forms for review by Employer and Employer's legal counsel. Such standard documents and forms have been prepared in accordance with the standard of care set forth in the Agreement but are general in nature and do not take into consideration facts and circumstances specific to Employer and the Benefit Plans. Consequently, Navia makes no warranties and representations that such documents and forms will comply with applicable law as they relate to the Benefit Plans. Navia is not responsible for making changes or amending the documents.
2. All Benefit Plan elections and changes to elections will be processed as instructed by Employer and in accordance with the terms of the sample plan document referenced in 1.1 above and applicable law. Employer will provide Eligible Employees with election and change of election forms provided by Navia. If necessary for Navia to administer the other Services provided under this Agreement, Employer will collect and submit the completed election forms and/or change of election forms to Navia as soon as possible after receipt of such forms but no later than the effective date of such elections or change of elections. Employer is responsible for determining who is eligible for the Benefit Plan and who has satisfied the requirements to become a Covered Individual in the Benefit Plan. In addition, Employer is ultimately responsible for determining whether a requested change in election is permitted.

**HEALTH FLEXIBLE SPENDING ARRANGEMENT (“HEALTH FSA”) AND DEPENDENT
CARE FLEXIBLE SPENDING ARRANGEMENT (“DAY CARE FSA”) SCHEDULE
BENEFIT PLAN SERVICE SCHEDULE(S) AND FEES**

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement.

As part of the Services, Employer has asked Navia to assist it with Flexible Spending Arrangement (“FSA”) administration as more particularly described in this Schedule below.

1. RESPONSIBILITIES OF NAVIA

1.1. IMPLEMENTATION

Navia shall implement the Plan subject to the Plan Application and the direction and approval of Employer.

1.2. PLAN PROCESSING AND ADMINISTRATION Navia shall:

1.2.1. Provide claim reimbursements by check or direct deposit. Such claim reimbursements will be issued within two (2) Business Days after the later of: (1) the scheduled processing date; (2) the date Employer reconciles the Eligibility and Payroll Deduction Report (“EDR”) or submits an approved payroll report; or (3) the receipt of funds as required in the funding section.

1.2.2. Provide notification of online availability of the EDR, Disbursement, and Year-to-Date report.

1.2.3. Provide annual year-end report within ninety (90) days after the claims Run-Out Period has expired.

1.2.4. Perform claims adjudication, including verification of date, service, and cost of service.

1.3. PLAN DESIGN OPTIONS

1.3.1. If Employer provides for the Grace Period under IRS Notice 2005-42 (the “Grace Period”) Navia shall process claims against the prior Plan Year for services incurred through the 15th day of the third month following the end of the Plan Year. If applicable, apply any residual balance of Grace Period claims against the current Plan Year benefit.

1.3.2. If Employer provides for Carryover Administration under IRS Notice 2013-71 (the “Carryover”) Navia shall:

1.3.2.1. Carry over the lesser of the balance in the Health FSA as of the Carryover Date or \$500, from the previous year into the immediately following Health FSA Plan Year. The “Carryover Date” shall mean the date on or about the 15th day after the last day of the Run-Out Period. The “Balance” shall mean Health FSA Plan Year election less disbursements of the Health FSA.

- 1.3.2.2. Reduce the prior year Health FSA election according to the amount of the Carryover.
- 1.3.2.3. Establish a Health FSA election for Covered Employees with Carryover amounts that failed to enroll in the Health FSA in the immediately following Health FSA Plan Year. Monthly participant Fees shall apply as of the Carryover Date.
- 1.3.2.4. Adjudicate and process claims against the carryover amount after the Carryover Date. Upon request, Navia shall apply claims incurred in the immediately following year against unused amounts in the prior year before the Carryover Date. Such adjustments shall be subject to a Fee of \$65.00 per adjustment.

2. RESPONSIBILITIES OF EMPLOYER

2.1. IMPLEMENTATION

Employer shall timely provide the Plan Application and any other information reasonably necessary for Navia to satisfy its obligations hereunder.

2.2. REPORTING

Employer shall submit an approved payroll file or reconcile the EDR against payroll deductions for each processing date through the Website. If Employer cannot or does not perform this responsibility, Navia may charge \$65.00 per reconciled report. If Employer fails to provide the approved payroll file or reconcile the EDR for more than forty-five (45) days from the pay date deduction Navia may suspend claim processing.

2.3. FUNDING

For the initial term, Navia shall invoice Employer within sixty (60) days after the commencement of the FSA Plan Year an Employer deposit equal to five percent (5%) of the projected annual elections for the Plan (the "Deposit") or \$1,000 whichever is greater. Employer shall pay the Deposit within thirty (30) days of receipt of the invoice. At the beginning of each subsequent Plan Year Navia reserves the right to recalculate the Deposit for that Plan Year to be paid by Employer within 30 days after the commencement of such Plan Year. Said sum, or the portion thereof not utilized, shall then be reimbursed to Employer one-hundred and eighty days (180) after the end of the final Plan Year. Employers using disbursement funding shall authorize Navia to direct debit for Employer dollars equal to Covered Individual claim reimbursements. Navia shall direct debit Employer's checking or savings account within two (2) Business Days of Employer's receipt of the Disbursement Report. In the event funding is not received within ten (10) days of the scheduled reimbursement date Navia may suspend claim processing.

3. FEES

3.1. Plan Year Fees:

WAIVED

3.2. Monthly Processing and Administration Fees:

3.2.1. \$4.15 per month per FSA Covered Employee

- 3.3. Summary Plan Description Fee: \$3.50 per Summary Plan description printed and mailed to Employer or Covered Employees. Provided only upon Employer request.
- 3.4. Electronic Funds Transfer: \$10.00 per returned item, from attempted deposit in Covered Employee account.
- 3.5. Electronic Funds Transfer: \$10.00 per failed direct debit from Employer account.
- 3.6. Enrollment Meetings and Benefit Fairs: For on-site enrollment meetings and attendance at benefit fairs by Navia:
 - 3.6.1. Employer shall pay to Navia \$75.00 per hour, or \$300.00 per eight-hour day, whichever is less;
 - 3.6.2. Air travel and lodging expenses shall be charged to Employer at Navia's cost;
 - 3.6.3. Automobile mileage is charged at \$.36/mile, plus \$37.50/hour driving travel time.
 - 3.6.4. Air travel time is charged as a full day cost, of \$300.00 per day.
- 3.7. Plan Document Amendment Fee: In the event that Employer wishes to make changes to the Plan on any date other than the Plan anniversary date, Employer shall pay to Navia the following Fees:
 - 3.7.1. \$150 per amendment pertaining to general Plan design, eligibility or benefits.
- 3.8. Ad Hoc Reporting: \$75 per hour for manual reports not part of the Navia reporting suite.
- 3.9. Noncompliant File Processing Fee: \$150 per month
- 3.10. Mailing Fee: \$1.10 per mailing.

EXHIBIT A BUSINESS ASSOCIATE AGREEMENT

This Exhibit is incorporated into and made part of the Agreement. The responsibilities of the Parties set forth in this Exhibit are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Exhibit and any other part of the Agreement with respect to the subject matter of this Exhibit, this Exhibit will control. In all other conflicts, the Agreement controls. This Exhibit is intended to comply with the Business Associate Agreement provisions set forth in 45 CFR §§ 164.314 and 164.504(e), and any other applicable provisions of 45 CFR parts 160 and 164, issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 as amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and Reinvestment Act of 2009 ('ARRA'), (collectively "HIPAA").

Navia recognizes that in the performance of Services under the Agreement it may have access to, create, and/or receive from the Benefit Plan(s) or on its behalf Protected Health Information ("PHI"). For purposes herein, PHI shall have the meaning given to such term in 45 CFR § 164.103, limited to the information created or received from the Benefit Plan(s) or on its behalf by Navia. Whenever used in this Exhibit A other capitalized terms shall have the respective meaning set forth below or in the Agreement, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Exhibit A but not defined herein or in the Agreement, shall have the same meaning as those terms are defined under HIPAA. This Exhibit shall be automatically amended to incorporate changes by Congressional act or by regulations of the Secretary that affect Business Associate or Covered Entity's obligations under this Exhibit.

1. Definitions.

- 1.1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 CFR 164.402.
- 1.2. Business Associate. "Business Associate" shall mean Navia Services, Inc. ("Navia").
- 1.3. Covered Entity. "Covered Entity" shall mean the Benefit Plan(s).
- 1.4. Electronic Protected Health Information. "Electronic Protected Health Information" ("ePHI") shall have the same meaning as the term "electronic Protected Health Information" in 45 CFR 160.103, limited to the information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.
- 1.5. HHS. "HHS" shall mean the Department of Health and Human Services.
- 1.6. HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996.
- 1.7. HITECH. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act.
- 1.8. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 1.9. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 1.10. Protected Health Information. "Protected Health Information" ("PHI") shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.
- 1.11. Required by Law. "Required by Law" shall have the same meaning as the term "Required by Law" in 45 CFR 164.103.
- 1.12. Secretary. "Secretary" shall mean the U.S. Secretary of the Department of Health and Human Services or his or her designee.

- 1.13. Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR 164.304.
- 1.14. Security Rule. “Security Rule” shall mean the Security Standards and Implementation Specifications at 45 CFR Part 160 and Part 164, subparts A and C.
- 1.15. Standards for Electronic Transactions Rule. “Standards for Electronic Transactions Rule” means the final regulations issued by HHS concerning standard transactions and code sets under the Administration Simplification provisions of HIPAA, 45 CFR Part 160 and Part 162.
- 1.16. Subcontractor. “Subcontractor” shall have the same meaning as the term “subcontractor” in 45 CFR 160.103.
- 1.17. Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning given the term “unsecured protected health information” in 45 CFR 164.402.

2. Obligations and Activities of Business Associate

- 2.1. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- 2.2. Business Associate agrees to take reasonable efforts to limit its use and disclosure of, and requests for, PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. The foregoing minimum necessary standard does not apply to: 1) disclosures or requests by a health care provider for treatment purposes; (2) disclosures to the Individual who is the subject of the information; (3) uses or disclosures made pursuant to an Individual’s authorization; (4) uses or disclosures required for compliance with HIPAA; (5) disclosures to HHS when disclosure of information is required under the Privacy Rule for enforcement purposes; (6) uses or disclosures that are required by other law.
- 2.3. Business Associate agrees to develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of PHI and comply with applicable requirements under the Security Rule.
- 2.4. Business Associate shall notify Covered Entity of any Breach of Unsecured PHI of which it becomes aware. Such notice shall include, to the extent possible, the information listed in Section 2.6. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the individual committing the Breach, who is an employee, officer, or other agent of Business Associate.
- 2.5. Notice shall be made without unreasonable delay and in no case later than sixty (60) calendar days after the discovery of a Breach by Business Associate.
- 2.6. Notice of a Breach shall include, to the extent possible the following:
 - 2.6.1. Identification of each individual whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired, used, or disclosed as a result of the breach.
 - 2.6.2. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known.
 - 2.6.3. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, or account number).
 - 2.6.4. The steps Individuals should take to protect themselves from potential harm resulting from the Breach.
 - 2.6.5. A brief description of any action taken to investigate the Breach, mitigate losses, and to protect against any further Breaches.

- 2.6.6. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- 2.7. If a law enforcement official determines that a notification or notice would impede a criminal investigation or cause damage to national security, such notification, notice or posting shall be delayed in accordance with 45 CFR 164.412. Upon Covered Entity's request, Business Associate will provide notice of Breach to the Individual(s) affected and such notice shall include, to the extent possible, the information listed in 2.6., unless, upon occurrence of a Breach, Covered Entity requests to disseminate or Navia and Covered Entity agree that Covered Entity will disseminate the notice(s). Any notice provided by Covered Entity to the Individual(s) shall comply with the content requirements listed in section 2.6., as well as any requirements provided under HIPAA, HITECH, and other applicable government guidance. Any notice required to be provided to HHS will be provided by Covered Entity. Business Associate agrees to report to Covered Entity any Use or Disclosure of PHI not provided for by this Exhibit and/or any Security Incident of which it becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given. For purposes of this Section, "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on Navia's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of Protected Health Information. Notification(s) under this Section, if any, will be delivered to contacts identified by the Employer by any means Navia selects, including through e-mail. Navia's obligation to report under this Section is not and will not be construed as an acknowledgement by Navia of any fault or liability with respect to any Use, Disclosure, or Security Incident.
- 2.8. Business Associate shall require each of its subcontractors, agents, or brokers, that creates, receives, maintains, or transmits PHI on behalf of Covered Entity to enter into a written agreement with Business Associate that provides satisfactory assurances that the subcontractor will appropriately safeguard that information, including without limitation the subcontractor's agreement to be bound by the same restrictions and conditions that apply to Business Associate with respect to such information.
- 2.9. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI available to the Secretary, within ten (10) Business Days after receipt of written request or otherwise as designated by the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule
- 2.10. Business Associate agrees to document disclosures of PHI and information related to such disclosures as required for Covered Entity to respond to a written request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate will not be obligated to record disclosures of PHI or otherwise account for disclosures of PHI if neither Covered Entity nor Business Associate is required to account for such disclosures pursuant to the Privacy Rule.
- 2.11. Business Associate agrees to provide to Covered Entity or, upon Covered Entity's request, to an Individual, within ten (10) Business Days after receipt of written request, information collected in accordance with Section 2.10 of this Exhibit, in order to permit Covered Entity to respond to a written request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- 2.12. Business Associate agrees to provide access, at the request of Covered Entity and within ten (10) Business Days after receipt of written request, to PHI in the custody

and control of Business Associate in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524. If PHI is maintained in a Designated Record Set electronically, and an electronic copy of such PHI is requested, Business Associate will provide an electronic copy in the form and format requested if it is readily producible in such form and format. If it is not readily producible in such format, Business Associate will work with the Covered Entity or, at the Covered Entity's request, the individual to determine an alternative form and format that enable Covered Entity to meet its electronic access obligations under 45 CFR 164.524.

- 2.13. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set in the custody or control of Business Associate within ten (10) Business Days after receiving written request from the Covered Entity or, upon Covered Entity's request, as requested in writing by an Individual pursuant to 45 CFR 164.526.
 - 2.14. In the event that Business Associate transmits or receives any Covered Electronic Transaction on behalf of the Covered Entity, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law, and shall ensure that any subcontractors or agents that assist Business Associate in conducting Covered Electronic Transactions on behalf of the Covered Entity agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.
 - 2.15. Business Associate shall not directly or indirectly receive payment in exchange for any PHI of an Individual unless Covered Entity or Business Associate received a valid authorization from the Individual, in accordance with 45 CFR 164.508, unless permitted under the HIPAA rules.
 - 2.16. Business Associate shall not use PHI for marketing purposes without a valid authorization from the affected Individuals, unless such communication is permitted under the HIPAA rules
 - 2.17. Business Associate shall not use or disclose genetic information for underwriting purposes in violation of the HIPAA rules.
3. **Permitted Uses and Disclosures by Business Associate**
- 3.1. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity related to the Administrative Services Agreement between Business Associate and Covered Entity.
 - 3.2. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that such disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be 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 Business Associate of any instance of which it is aware in which the confidentiality of the information has been Breached.
 - 3.3. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
 - 3.4. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - 3.5. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 164.502(j)(1).

- 3.6. Except as expressly permitted by this Agreement, Business Associate shall not use or disclose PHI in any manner that would violate the requirements of the Privacy Rule if done by Covered Entity.

4. Obligations of Covered Entity and Employer

- 4.1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 4.2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 4.4. Employer acknowledges and agrees that Business Associate may disclose PHI in its possession to Employer's workforce as necessary to administer the Plan(s). Employer shall timely notify Business Associate in writing of any terminations or changes of such employees. Employer shall indemnify and hold harmless Business Associate and its employees for any and all liability Business Associate may incur as a result of any improper use or disclosure of PHI by or caused the Plan, Employer, or Employer's Workforce.

5. Permissible Requests by Covered Entity

- 5.1. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except for uses or disclosures for the purposes of data aggregation, management, and administrative activities of Business Associate.

6. Miscellaneous

- 6.1. It is agreed that due to the manner in which PHI is retained and the retention requirements of the Internal Revenue Service, returning or destroying all of the PHI received from Covered Entity or created or received by Navia on behalf of Covered Entity, is infeasible. Therefore, Navia shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Navia maintains such PHI.

EXHIBIT B EMPLOYER CERTIFICATION

This Exhibit is incorporated into and made part of the Agreement. The responsibilities of the Parties set forth in this Exhibit are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Exhibit and any other part of the Agreement with respect to the subject matter of this Exhibit, this Exhibit will control. In all other conflicts, the Agreement controls.

Employer sponsors a Benefit Plan or Benefit Plans where certain members of Employer's workforce perform services in connection with administration of the Benefit Plan(s). Employer acknowledges and agrees that the Standards for Privacy of Individually Identified Health Information (45 CFR Part 164, the "Privacy Standards"), prohibit the Benefit Plan(s) or its Business Associates from disclosing Protected Health Information (as defined in Section 164.501 of the Privacy Standards) to members of Employer's workforce unless Employer agrees to the conditions and restrictions set out below. To induce the Benefit Plan(s) to disclose Protected Health Information to members of Employer's workforce as necessary for them to perform administrative functions for the Benefit Plan(s), Employer hereby accepts these conditions and restrictions and certifies that the Benefit Plan(s) documents have been amended to reflect these conditions and restrictions. Employer agrees to:

1. Not use or further disclose the information other than as permitted or required by the Plan Document or as required by law;
2. Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Benefit Plan(s), agrees to the same restrictions and conditions that apply to Employer with respect to such information;
3. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee Benefit Plan of Employer;
4. Report to the Benefit Plan(s) any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by the Benefit Plan(s) or required by law;
5. Make available Protected Health Information to individuals in accordance with Section 164.524 of the Privacy Standards;
6. Make available Protected Health Information for amendment by Covered Individuals and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
7. Make available the Protected Health Information required to provide an accounting of disclosures to Covered Individuals in accordance with Section 164.528 of the Privacy Standards;
8. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Benefit Plan(s) available to the Department of Health and Human Services for purposes of determining compliance by the Benefit Plan(s) with the Privacy Standards;
9. If feasible, return or destroy all Protected Health Information received from the Benefit Plan(s) that Employer still maintains in any form, and retain no copies of such Information when no longer needed for the purpose for which disclosure was made, except that, if such return or

destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

10. Ensure the adequate separation between the Benefit Plan(s) and members of Employer's workforce, as required by law.

Index #13

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 13, 2020

AGENDA ITEM:	
Consider Banking Service Agreement Extension	
PREPARED BY:	DIRECTOR APPROVAL:
Jan Berg	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Supplemental Professional Service Agreement	
BUDGET CODE:	AMOUNT:
Various	
SUMMARY:	

In May, 2017 the City of Marysville entered into a Professional Services Agreement with KeyBank for banking and cash management services. The agreement included an original three year term with the ability to extend for two additional three year terms. The attached supplemental agreement is for the first three year extension and maintains the same rates and fees as the original agreement.

<p>RECOMMENDED ACTION: Staff recommends the City Council Authorize the Mayor to sign the Supplemental Professional Services Agreement with KeyBank National Association.</p>

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND KEYBANK, NATIONAL ASSOCIATION**

THIS SUPPLEMENTAL AGREEMENT NO. 1 ("Supplemental Agreement No. 1") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation ("City") and KeyBank, National Association, a national banking association organized under the laws of the United States of America, located and doing business at 127 Public Square, Cleveland, Ohio 44114 ("Consultant").

WHEREAS, the parties hereto have previously entered into an agreement for banking services (the "Original Agreement"), said Original Agreement being dated May 15, 2017; and

WHEREAS, both parties desire to supplement the Original Agreement, by extending the term of the Original Agreement;

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. Section 2 of the Original Agreement, "TERM", is amended to provide that the term will terminate at midnight on May 14, 2023.

2. Each and every provision of the Original Agreement for Professional Services dated May 15, 2017, shall remain in full force and effect, except as modified herein.


DATED this _____ day of _____, 20__.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this 31st day of March, 2020.

KEYBANK, NATIONAL ASSOCIATION

By 
Edward Hiddleston
Its: Vice President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

Index #14

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

CITY COUNCIL MEETING DATE:

AGENDA ITEM: Purchasing Policy Resolution	
PREPARED BY: Jon Walker	DIRECTOR APPROVAL:
DEPARTMENT: Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The purchasing policy resolution sets forth minimum procedures for procurement, solicitation, and award of contracts for goods and services, the mayor’s authority to execute contracts, and related matters. This resolution would replace Resolution No. 2469, the City’s current purchasing policy.

This resolution would increase the mayor’s authority to execute contracts less than \$100,000.00 to update the City’s threshold and make it comparable to other cities in Snohomish County, authorize the mayor to execute amendments to agreements accepting grant funds where the amendment will not alter the underlying purpose of the use of the grant funds, permit the mayor to authorize department directors to purchase equipment and supplies and obtain repairs when budgeted funds are available.

Dollar thresholds for various procurement methods (e.g. small works roster, competitive bidding) are updated to reflect changes in state law.

The City’s Federal Procurement Manual is updated and attached as an exhibit to the resolution. The Manual contains standards for procurement utilizing federal funds. The updates reflect changes in federal law and are intended to comply with audit requirements.

The documents are shown in underline/strikeout to reflect the changes being made. The appropriate resolution number will be added to the Federal Procurement Manual if Council chooses to adopt it.

RECOMMENDED ACTION: Staff recommend the Council consider adopting the purchasing policy resolution and attached Federal Procurement Manual.

RECOMMENDED MOTION: I move to adopt Resolution No. _____ .

CITY OF MARYSILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE DELEGATING CONTRACTING
AUTHORITY, ESTABLISHING MINIMUM PROCUREMENT PROCEDURES, AND
REPEALING
RESOLUTION NO. ~~24472469~~.

WHEREAS, Washington State law requires the City to follow certain procedures in bidding and awarding public work projects, requires the City to follow certain procedures in procuring specified services, and otherwise allows the City Council to establish the manner in which the City procures public works, goods, and services; and

WHEREAS, RCW 35.23.352 and RCW 39.04.155 were amended by ESB 5418 to alter the limits for utilizing the small works roster and verbal quotes on public works; and

WHEREAS, federal guidelines for purchasing goods, materials, and supplies unrelated to a public work have increased the dollar amount at which competitive bidding is required; and

WHEREAS, the City Council desires to ~~establish provisions for interlocal cooperative purchasing~~ increase the threshold for Council approval of agreements as allowed under RCW 39.34 to \$100,000.00 to reflect current conditions; and

WHEREAS, the City Council desires to delegate its authority to manage grant funds of less than \$100,000.00 to the mayor when such management does not result in altering the underlying purpose of the grant; and

WHEREAS, the City Council desires to delegate its contracting authority, in accordance with this Resolution, to allow the City to serve the public good by procuring public works goods, and services in an efficient and effective manner that complies with State law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AS FOLLOWS:

Section 1. Delegation of Contracting Authority and Reservation of Council Approval

The City Council must approve the following agreements prior to the Mayor executing them:

- a. All agreements with a total cost of ~~\$75~~100,000 or greater.
- b. All interlocal agreements.
- c. Any amendments, or supplemental agreements modifying an existing agreement that had an original total cost of ~~\$75~~100,000 or greater, except no-cost time extensions that do not exceed six months and change orders that do not exceed the approved management reserve.

- d. Any amendments, or supplemental agreements modifying an existing agreement that had an original total cost of less than ~~\$75~~100,000 but where the cumulative total of the original agreement and all change orders, amendments, and supplemental agreements will exceed ~~\$75~~100,000.

The Mayor may otherwise execute agreements, as necessary, without Council approval, provided that the agreement is solicited and awarded in accordance with the minimum procedures contained in this Resolution and such further procedures as the Mayor, Chief Administrative Officer, or Finance Director may adopt that are not inconsistent with this Resolution. If the Mayor has authority to execute an agreement, he or she may permit department directors to purchase supplies, equipment, or to secure necessary repairs for continued city operations so long as budgeted funds are available and the acquisition is in accordance with the minimum procedures in this Resolution.

Section 2. Minimum Procurement Requirements.

City Staff shall follow, at a minimum, the procedures listed below, and such further procedures as the Mayor, Chief Administrative Officer, or Finance Director may adopt that are not inconsistent with this Resolution. Procedures are not inconsistent if they require, for a particular procurement, more process or more competition than specified in this Resolution. All federally funded purchases must follow the Federal Procurement Manual (Exhibit A).

- a. Purchase of Goods, Materials, and Supplies (unrelated to a public work). The procurement of goods, materials, and supplies must comply with the table below: (except that federally funded purchases must follow the Federal Procurement Manual (Exhibit A)):

Limit*	Minimum Requirement**
\$0 – \$2,499 <u>Less than \$10,000</u>	Single Quote – Department Heads may use a local purchase order or purchasing card.
\$2,500 – \$3410,000 - \$74,999	Minimal Competition – City staff must obtain three verbal quotes from at least three suppliers.
\$3575,000 - \$149349,999	Informal Competition – City staff must obtain written quotations from at least three suppliers
\$150350,000 and Above	Formal Competition – City Staff must utilize competitive bidding.

*Including applicable taxes and freight

** Federally funded purchases must follow the procedures in the Federal Procurement Manual

- b. Services.
 - i. *Architectural and Engineering Professional Services.* City Staff must comply with chapter 39.80 RCW for procuring professional services within the architectural, engineering, land surveying, or landscape architecture professions.

- ii. *Other Services.* City staff must utilize the level of competition that is practical under the circumstance and follow any guidance from the Legal Department. Where price alone is not the determining factor, staff may utilize requests for proposals.
- c. Public Work. Procurements involving a public work of the City must comply with the minimum competition listed in the table below (staff may always utilize any greater competition listed for higher dollar thresholds):¹

Single Craft/Trade*		Multi Craft/Trade*	
\$0 — \$7,499 <u>Less than \$10,000</u>	Single Quote	\$0 — \$7,499 <u>Less than \$10,000</u>	Single Quote
\$7,500—\$39 <u>\$10,000 — \$74,999</u>	Minimal Competition (three verbal quotes)	\$7,500—\$64,999 <u>\$10,000 — \$116,155</u>	Minimal Competition (three verbal quotes)
\$40 <u>\$75,000 — \$299</u> \$349,999	Small Works Roster (at least five contractors)	\$65,000—\$299 <u>\$116,156 — \$349,999</u>	Small Works Roster (at least five contractors)
\$300 <u>\$350,000 and Above</u>	Competitive Bidding	\$300 <u>\$350,000 and Above</u>	Competitive Bidding

* Federally funded public works must follow the procedures in the Federal Procurement Manual

- d. If city staff believe the lowest bid is not responsive or the lowest bidder is not responsible, staff will consult with the Finance Director prior to award of the contract.

Section 3. Cooperative Purchasing.

The City must enter into an interlocal cooperative purchasing agreement, in accordance with the provisions set forth in RCW 39.34 as currently written or hereafter amended, prior to executing an agreement for a cooperative purchase. All federally funded purchases must follow the Federal Procurement Manual.

When purchases are made from a contract awarded by another public agency and where an interlocal cooperative purchasing agreement is in place, any statutory obligation to provide notice for bids or proposals that applies to the City is satisfied if the public agency or group of public agencies that awarded the bid, proposal, or contract complied with its own statutory requirements and either (1) posted the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative or similar service provider, for purposes of posting public notice of bid or proposal solicitation, or (2) provided an access link on the state’s web portal to the notice.

¹ The exception in RCW 35.23.352 for street signalization and street lighting public works projects is adopted.

The City may include, in any invitation to bid, request for proposals, or other solicitation notice that the City participates in cooperative purchasing and that other public agencies may desire to place orders in accordance with the awarded contract. Bidders/proposers may be asked to indicate if they agree to allow orders from other public agencies that have an interlocal cooperative purchasing agreement with the City.

Section 4. Grant Funds

In order to insure that procurements with grant funds are handled appropriately, that the process is transparent, and that all areas of procurement accountability are ~~address~~addressed, procurements with grant funds must follow the more restrictive of: (1) this Resolution, (2) any procedures adopted by the Mayor, Chief Administrative Officer, or Finance Director, or (3) the requirements applicable to the grant funds.

If the Council has voted to accept grant funds in the amount of less than \$100,000.00, any amendment to a grant between the City and the grantor that does not alter the underlying purpose of the grant may be executed by the Mayor without further Council action, unless the grant requires Council action for an amendment.

Section 5. Federal Grant Funds.

a. Procurement Policy.

In order to insure that procurements with Federal grant funds are handled appropriately, that the process is transparent, and that all areas of procurement accountability are ~~address~~addressed, procurements with Federal grant funds must follow the more restrictive of: (1) this Resolution, (2) any procedures adopted by the Mayor, Chief Administrative Officer, or Finance Director, or (3) the requirements of the Federal grant or Federal law and regulations.

b. Code of Ethics.

City staff involved in the procurement of goods and services with Federal grant funds shall have a full understanding of the Federal awarding agency's conflict of interest policies applicable to the award.

City staff involved in the procurement of goods and services with Federal grant funds must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

City staff involved in the procurement of goods and services with Federal grant funds must comply with State law and the City's Code of Ethics, codified in chapter 2.80 of the Marysville Municipal Code.

Section 6. Exceptions and Waiver of Competitive Procurement.

City staff and the Mayor are authorized to solicit or enter into an agreement as otherwise authorized by State law unless prohibited by the municipal code or this Resolution. To the extent authorized by State law, the City Council waives competitive procurement requirements in the following situations and any other situations authorized by state law:

- (1) Purchases that are clearly and legitimately limited to a single source of supply;

- (2) Purchases involving special facilities or market conditions;
- (3) Purchases in the event of an emergency;
- (4) Purchases of insurance or bonds;
- (5) Public works in the event of an emergency;
- (6) Purchases of supplies, materials, or equipment through an auction conducted by the United States or an agency thereof, an agency of the state of Washington, a municipality, or other government agency, or a private party if the items can be obtained at a competitive price; and
- (7) Purchases of supplies, materials, electronic data processing and telecommunication equipment, software, services, and/or equipment from or through the United States government.
- (8) When using the Department of Enterprise Services' (DES) Master Contracts Usage Agreement (MCUA, the city will not be required to retain bid documentation.

If the agreement will have a total cost of less than ~~\$75~~100,000, the Mayor will determine if competitive procurement should be waived for one of the reasons in this section.

Section 7. Administration. Administration of this Resolution is the responsibility of the Finance Director.

Section 8. Repealer. Resolution No. ~~2447~~2469 is hereby repealed for the reason that it is replaced by this Resolution.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, ~~2019~~2020.

CITY OF MARYSVILLE

Jon Nehring, Mayor

ATTEST:

Tina Brock, Deputy City Clerk

APPROVED AS TO FORM:

Jon Walker, City Attorney



FEDERAL PROCUREMENT MANUAL

2 CFR 200 PROCUREMENT GUIDANCE

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Summary

The purpose of this Federal Procurement Manual (the “Manual”) is to provide procurement guidance to City of Marysville (the “City”) staff working with Federal grant funds according to the standards listed in the final guidance issued in the Federal Register on December 26, 2013, codified in 2 CFR § 200. Where City staff are procuring goods or services with Federal grant funds, City staff must assure that the procurement complies with Federal regulations and the City’s procurement policies. This policy is intended to assist City staff in complying with the Federal regulations, but City staff must satisfy the stricter requirements. Where the City is only acting as a pass-through entity for Federal grant funds, this policy will not apply, though the City and the sub-recipient will still be required to comply with all applicable Federal regulations.

The basis for the information in this Manual comes from 2 CFR § 200, the documents listed below, and the federal regulations applicable to the specific grant. City staff will utilize the information from this Manual to handle procurements with federal funds appropriately, assure that the process is transparent, and address all areas of procurement accountability.

This Manual does not address all aspects of 2 CFR § 200. Departments are responsible for complying with all Federal regulations applicable to the grant they are operating under and for obtaining all information required for proper accounting in accordance with Federal regulations.

[The City will follow the Uniform Guidance, the Local Agency Guidelines \(LAG\) distributed by the Washington State Department of Transportation \(WSDOT\), Governmental Accountability Office Standards for Internal Control in the Federal Government \(the Green Book\), and the Committee of Sponsoring Organizations of the Treadway Commission’s \(COSO\) Internal Control - Integrated Framework Principles included as Attachment A.](#)

This Manual was compiled with reference to the following:

1. 2 CFR § 200 (Uniform Guidance)
2. City of Marysville Resolution [23272469](#)
3. City of Marysville Memorandum regarding Consultant Selection by Public Works Director dated January 15, 2016

Other Helpful Resources:

1. COFAR: <http://cfo.gov/cofar>
2. Contracting for Services: Guidelines for Local Governments in Washington State (November 2013)
- ~~3. eCivis Webinars re Uniform Guidance: <http://blog.ecivis.com/topic/omb>~~

The thresholds and other information in this document reflect both the Federal requirements and the City of Marysville requirements. In particular, the dollar thresholds for the City are derived from Resolution [2327-2469](#) and, in some cases, are more restrictive than the Federal requirements.

This document is subject to revisions as required by the City or Federal law.

Internal Controls

The City will maintain effective internal controls over the Federal award providing reasonable assurance that the city is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

- Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive.
- Follow the process workflow included as Attachment B.

Certification

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

Project Managers must use the contract routing sheet to acquire this certification.

Advance Payments and Reimbursements

Payment methods must minimize the time between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the city, whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

Advanced payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the city to carry out the purpose of the approved program or project. Any advanced payments must be consolidated to cover anticipated cash needs.

The city shall minimize the time between receipt of federal aid funds and subsequent payment of incurred costs.

General Federal Grant Procurement Information

All City Departments utilizing Federal grant funds to purchase goods or services are to be familiar with the following general information:

1. Read and understand all of the requirements of the grant that is being utilized, including the Federal regulations providing guidance on the procurement process.

2. Maintain oversight to ensure that vendors perform in accordance with the terms, conditions, and specifications of their contracts. 2 CFR § 200.318(b). This is best accomplished by identifying a ~~Contract Administrator~~Project Manager as the designated person in the department who is responsible for ensuring that all contract requirements are met, including but not limited to, timely delivery, correct quantities, products meeting specifications, and charges being consistent with the contract or purchase order. The Project Manager is recommended to maintain written documentation and checklists to reflect continued compliance monitoring.
3. Read and understand all of the written standards of conduct governing conflicts of interest and governing the performance of employees engaged in the selection of awards and administration of contracts. The City has included specific code of conduct provisions at the end of the Manual. 2 CFR § 200.318(c)(1).
4. Determine the need for the good or service, and where appropriate, determine the most economical approach (for example, a lease vs. purchase). 2 CFR § 200.318(d).
5. Determine if a cooperative bid is feasible with another government entity to increase the amount of good or services being ordered to obtain the best pricing for common or shared goods and services. 2 CFR § 200.318(e).
6. Determine if Federal excess and surplus property is available in lieu of purchasing new equipment. 2 CFR § 200.318(f).
7. Awards and contracts must only be to responsible contractors possessing the ability to perform successfully under the terms and conditions of the procurement. 2 CFR § 200.318(h).
8. Departments must maintain records sufficient to detail the history of procurement, including but not limited to, rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the contract price. 2 CFR § 200.318(i).
9. Time and material type contracts can only be used after a determination that no other contract is suitable and when the contract includes a ceiling price that the contractor exceeds at its own risk. 2 CFR § 200.318(j).
10. All procurement transactions must be conducted in a manner providing full and open competition. 2 CFR § 200.319. Do not test products from one or more vendors prior to issuing a bid or request for proposals for that type of product. The use of brand names in procurements is prohibited unless followed by the words, "Or Equivalent". If brand name or equivalent is used in a procurement, it shall be followed by the salient characteristics of the product listed.
11. All contracts awarded using Federal funds must be officially closed out by the Project Manager completing the Project Closeout Form and submitting to the City Clerk's Office.

Cost Sharing or Matching

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the non-federal entity's cost sharing or matching when such contributions meet all the criteria outlined in 2 CFR § 200.306 (b). If the purpose of the Federal award is to assist the non-Federal entity in the acquisition of equipment, buildings or land, the aggregate value of the donated property may be claimed as cost sharing or matching.

Allowable Costs

Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards (2 CFR 200.403):

- Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles
- Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items
- Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the City
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- Be determined in accordance with GAAP, except, for state and local governments and Indian tribes only, as otherwise provided for in this part.
- Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.
- Be adequately documented.

Methods of Procurement

City staff may use one of the following six methods of procurement when utilizing Federal grant funds (either wholly or partly). The appropriate method is determined by the type of procurement and the estimated cost of the procurement.

1. Micro-Purchase Process

The following Micro-Purchase process will be followed any time Federal grant funds are used by City departments for one-time purchases of goods or services that do not exceed ~~\$2,499~~10,000¹ (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act).

1. The department must establish the need for the purchase, establish clear and accurate specifications without unduly restricting competition, and identify sources.
2. The department shall have a full understanding of what the specific federal regulation requirements are before proceeding with a Micro-Purchase.
3. All Micro-Purchases by City departments using Federal grant funds must comply with the City's purchasing procedures (Resolution No. ~~2327-2469~~ as may be amended or replaced).
4. All Micro-Purchases will be conducted under the following guidelines:
 - a. The City must distribute these purchases, to the extent practicable, equitably among qualified suppliers.
 - b. Micro-Purchases may be awarded without soliciting competitive quotations if the City considers the price reasonable.
 - c. No rate competitive quotations are necessary for the purchase.
 - d. No cost or price analysis is required.
 - e. The City must make the purchase from any one of a number of suppliers.
 - f. The department shall keep all Micro-Purchases in a file for easy accessibility and auditing.
5. The department will utilize and award to "Small and Minority Firms, Women's Business Enterprise" when reasonable and possible and in compliance with State law.
6. The departments will print documentation from the System for Award Management (SAM.gov) site to show that the vendor is not an "Excluded Vendor." A copy of such documentation shall be forwarded to the Clerk with the contract routing sheet to be kept in the contract file held by the Finance Department.

*At no time will the policy listed herein supersede the Federal regulations applicable to the grant. The City department receiving funds is responsible for reading and understanding the requirements of the grant and ensuring compliance for all purchases.

¹~~Federal regulation allows micro-purchases up to \$3,000, but City policy requires more competition above \$2,499.~~

2. Small Purchase Process

The following Small Purchase process will be followed any time Federal grant funds are used by City departments to purchase goods or services, the price of which equal or exceeds ~~\$2,500~~10,000 but is under ~~\$150,000~~250,000.

1. The department must establish the need for the purchase, establish clear and accurate specifications without unduly restricting competition, and identify sources.
2. The department shall have a full understanding of the applicable Federal regulations before proceeding with a Small Purchase.
3. All Small Purchases by City departments using Federal grant funds must comply with the City's purchasing procedures (Resolution No. ~~2327~~2469 as may be amended or replaced).
4. The department will print documentation from the System for Award Management (SAM.gov) site to show that the vendor is not an "Excluded Vendor." A copy of such documentation shall be forwarded to the Clerk with the contract routing sheet to be kept in the contract file held by the Finance Department.
5. The department will develop a documentation folder for all Small Purchase procurements for use by the Finance Department to meet performance reporting requirements and audit needs. Contracts resulting from Small Purchases will be entered into MIRS or Laserfiche by City Clerk.

*At no time will the policy listed herein supersede the Federal regulations applicable to the grant. The City department receiving funds is responsible for reading and understanding the requirements of the grant and ensuring compliance for all purchases.

*All construction projects with a cost over \$2,000.00 must follow procedures and include proper information for applying Davis Bacon wage rates, if applicable.

*For a specific procurement, you must exclude from bidding or proposal submission any vendors who have been involved in development of the procurement. For example, you must not accept bids or proposals from vendors who have developed or drafted specifications, requirements, statements of work, and/or requests for proposals for the procurement.

3. Sealed Bid Purchase Process

The following Sealed Bid Purchase process will be followed any time Federal grant funds are used by City departments to purchase goods or services that exceed \$~~150,000~~250,000.

1. The department must establish the need for the purchase, establish clear and accurate specifications without unduly restricting competition, and identify sources.
2. The department shall have a full understanding of the applicable federal regulations before proceeding with a Sealed Bid Purchase.
3. The department must conduct the competitive bidding process in accordance with State law (without using the Small Works Roster process) and City policies.
4. The department will print documentation from the System for Award Management (SAM.gov) site to show that the vendor is not an excluded Vendor. A copy of such documentation shall be forwarded to the Clerk with the contract routing sheet to be kept in the contract file held by the Finance Department.

*At no time will the policy listed herein supersede the Federal regulations applicable to the grant. The City department receiving funds is responsible for reading and understanding the requirements of the grant and ensuring compliance for all purchases.

*All construction projects with a cost over \$2,000.00 must follow procedures and include proper information for applying Davis Bacon wage rates, if applicable.

*For a specific procurement, you must exclude from bidding or proposal submission any vendors who have been involved in development of the procurement. For example, you must not accept bids or proposals from vendors who have developed or drafted specifications, requirements, statements of work, and/or requests for proposals for the procurement.

4. Competitive Proposal Purchase Process – Non-A/E Services

The Competitive Proposal process may be followed any time Federal grant funds are used by City departments to purchase goods or services when the conditions are not appropriate for the use of sealed bids. The Competitive Proposal process is normally conducted with more than one source submitting an offer and either a fixed price or cost-reimbursement type contract is awarded.

This process is not applicable to the selection of Architectural/Engineering professional services as State law requires that those services are selected using a Qualifications-Based Selection process. (See Competitive Purchase Process – A/E Services.)

1. Establish need for purchase, establish clear and accurate specifications without unduly restricting competition, and identify sources.
2. The department shall have a full understanding of the applicable federal regulations before proceeding with a Competitive Proposal.
3. All Competitive Proposals will be conducted under the following guidelines:
 - a. Prepare Request for Proposal (RFP). Include all requirements in order for proposers to understand what the City needs and how the City will evaluate responses.
 - b. Publish legal notice in major daily newspapers and/or other publication (Marysville Globe, Daily Journal of Commerce, etc.) to notify firms of upcoming solicitation.
 - c. Post solicitation document on City website (optional).
 - d. Establish scoring criteria and prepare score sheets.
 - e. Develop a rating team of at least three individuals.
 - f. Evaluate proposals strictly against criteria set forth in the RFP. Tabulate scores and determine ranking of proposers.
 - g. Schedule and conduct oral interview of top three finalists if project cost is estimated to be greater than \$250,000. (Oral Interviews on projects estimated to cost less than the \$250,000 threshold is optional based on complexity of the project or as determined by the Public Works Director or City Engineer). If conducting interviews, establish interview criteria and prepare score sheets. Evaluate interviews.
 - h. Establish interview scoring criteria and prepare score sheets (if conducting Oral Interview).
 - i. Conduct Interview (if required).
 - j. Evaluate interviews. Tabulate scores and determine interview ranking of proposers (if required).
 - k. Determine final scoring and select most qualified firms.
 - l. Notify successful and unsuccessful firms.
 - m. Negotiate contract with most qualified firm.

- n. Conduct debriefing conferences with unsuccessful proposals, if requested.
 - o. Document process for file, including selection criteria: all responses to RFP and Oral Interview (optional); basis for award decision; and copy of contract.
4. The department will print documentation from the System for Award Management (SAM.gov) site to show that the vendor is not an "Excluded Vendor." A copy of such documentation shall be forwarded to the Clerk with the contract routing sheet to be kept in the contract file held by the Finance Department.
 5. The department will develop a documentation folder for all Competitive Proposals for use by the Finance Department to meet performance reporting requirements and audit needs. The contract will be loaded into MIRS or Laserfiche by the City Clerk.

*At no time will the policy listed herein supersede the Federal regulations applicable to the grant. The City department receiving funds is responsible for reading and understanding the requirements of the grant and ensuring compliance for all purchases.

* For a specific procurement, you must exclude from bidding or proposal submission any vendors who have been involved in development of the procurement. For example, you must not accept bids or proposals from vendors who have developed or drafted specifications, requirements, statements of work, and/or requests for proposals for the procurement

5. Competitive Proposal Purchase Process – A/E Services

The Competitive Proposal process will be followed any time Federal grant funds are used by City departments to obtain Architect/Engineering (A/E) services.

The process will use procedures for qualifications-based procurement of A/E professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.

The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

1. Establish need for procurement of A/E professional services, establish clear and accurate specifications without unduly restricting competition, and identify sources.
2. The department shall have a full understanding of their applicable Federal regulations before proceeding with a Competitive Proposal.
3. All Competitive Proposals for A/E professional services will be conducted in accordance with State law and City policies as those requirements are more strict than the Federal regulations.
4. The department will print documentation from the System for Award Management (SAM.gov) site to show that the vendor is not an "Excluded Vendor." A copy of such documentation shall be forwarded to the Clerk with the contract routing sheet to be kept in the contract file held by the Finance Department.
5. The department will develop a documentation folder for all Competitive Proposals for use by the Finance Department to meet performance reporting requirements and audit needs. The contract will be loaded into MIRS [or Laserfiche](#) by the City Clerk.

*At no time will the policy listed herein supersede the Federal regulations applicable to the grant. The City department receiving funds is responsible for reading and understanding the requirements of the grant and ensuring compliance for all purchases.

*For a specific procurement, you must exclude from bidding or proposal submission any vendors who have been involved in development of the procurement. For example, you must not accept bids or proposals from vendors who have developed or drafted specifications, requirements, statements of work, and/or requests for proposals for the procurement.

6. Noncompetitive Proposal Process (Sole Source)

The Noncompetitive Proposal process will be followed any time Federal grant funds are used by City departments to purchase goods or services through solicitation of a proposal from only one source.

1. Departments shall establish need for purchase, specifications, and identify sources.
2. The department shall have a full understanding of the applicable Federal regulations before proceeding with the Noncompetitive Proposal.
3. The department head must deem the use of this option the proper way to proceed based on at least one of the four below qualifying circumstances.
 - a. The item is exclusive to a single source and is available only from a single source.
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
 - c. The Federal awarding agency or pass-through entity expressly authorizes Noncompetitive Proposals in response to a written request from the City.
 - d. After solicitation of a number of sources, competition is determined inadequate.
4. All Noncompetitive Proposals by City departments using Federal grant funds must comply with the City's purchasing procedures (Resolution No. [2327-2469](#) as may be amended or replaced).
5. A City of Marysville Sole Source [Justification](#) form must be completed once the determination is made that a Noncompetitive Proposal is the method of procurement. All sections of the document must have a response listed and clearly define why this is a sole source.
6. The department will print documentation from the System for Award Management (SAM.gov) site to show that the vendor is not an "Excluded Vendor." A copy of such documentation shall be forwarded to the Clerk with the contract routing sheet to be kept in the contract file held by the Finance Department.
7. The department will develop a documentation folder for all Competitive Proposals for use by the Finance Department to meet performance reporting requirements and audit needs.

*At no time will the policy listed herein supersede the Federal regulations applicable to the grant. The City department receiving funds is responsible for reading and understanding the requirements of the grant and ensuring compliance for all purchases.

*Do not test equipment for a period of time and then determine that a sole source designation is required due to your testing. Testing equipment may be done following a competitive procurement process. This allows for fair and open competition.

*For a specific procurement, you must exclude from bidding or proposal submission any vendors who have been involved in development of the procurement. For example, you must not accept bids or proposals from vendors who have developed or drafted specifications, requirements, statements of work, and/or requests for proposals for the procurement.

*Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of 2 CFR § 200. The City may reference its own cost principles that comply with the Federal cost principles.

Single Audit Act

The city, as a recipient of Federal funds, shall adhere to the Federal regulations outlined in 2 CFR § 200.501 as well as all applicable Federal and State statutes and regulations.

Project/Grant Closure

A project agreement end date will be established in accordance with 2 CFR § 200. Any costs incurred after the project agreement end date are not eligible for Federal reimbursement.

Code of Conduct

City staff involved in the procurement of goods and services with Federal grant funds shall have a full understanding of the Federal awarding agency's conflict of interest policies applicable to the award.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Potential conflict of interest includes employees' family, partner, and other employers.

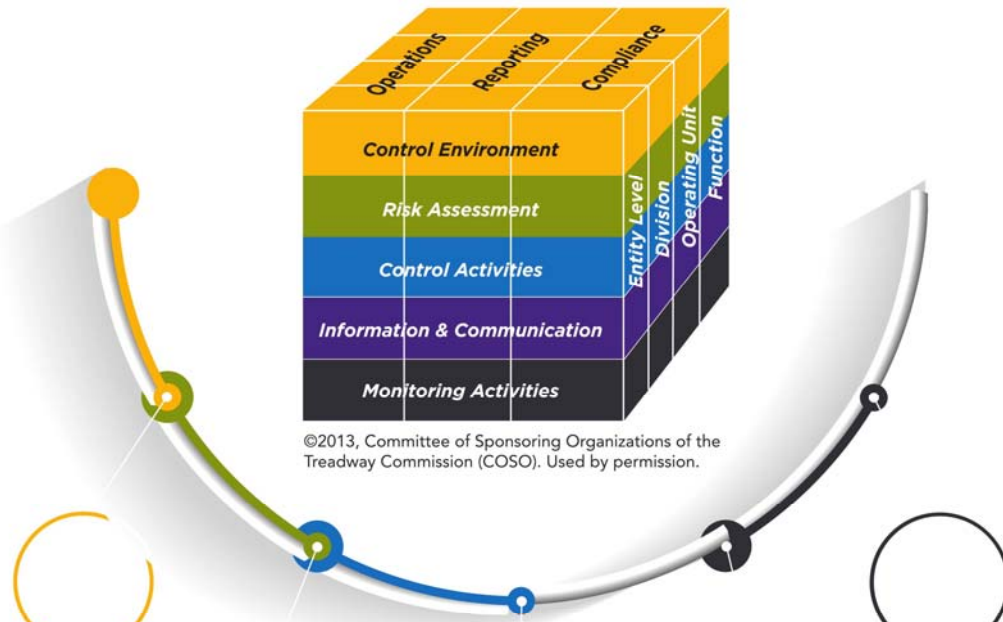
City staff involved in the procurement of goods and services with Federal grant funds must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

City staff involved in the procurement of goods and services with Federal grant funds must comply with State law and the City's Code of Ethics, codified in chapter 2.80 of the Marysville Municipal Code. violation of these standards may cause penalties, sanctions or other disciplinary actions to be taken against the City of Marysville's elected officials, employees or agents, or the contractors, potential contractors, subcontractors or their agents.

City staff involved in the procurement of goods and services with Federal grant funds must take reasonable measures to safeguard protected, personally identifiable information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

City staff involved in the procurement of goods and services with Federal grant funds may not accept gratuities, favors, or anything of monetary value from contractors or ~~parties to subcontractors.~~

COSO Internal Control — Integrated Framework Principles



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Control Environment

- 1 The organization demonstrates a commitment to integrity and ethical values.
- 2 The board of directors demonstrates independence from management and exercises oversight of the development and performance of internal control.
- 3 Management establishes, with board oversight, structures, reporting lines, and appropriate authorities and responsibilities in the pursuit of objectives.
- 4 The organization demonstrates a commitment to attract, develop, and retain competent individuals in alignment with objectives.
- 5 The organization holds individuals accountable for their internal control responsibilities in the pursuit of objectives.

Risk Assessment

- 6 The organization specifies objectives with sufficient clarity to enable the identification and assessment of risks relating to objectives.
- 7 The organization identifies risks to the achievement of its objectives across the entity and analyzes risks as a basis for determining how the risks should be managed.
- 8 The organization considers the potential for fraud in assessing risks to the achievement of objectives.
- 9 The organization identifies and assesses changes that could significantly affect the system of internal control.

Control Activities

- 10 The organization selects and develops control activities that contribute to the mitigation of risks to the achievement of objectives to acceptable levels.
- 11 The organization selects and develops general control activities over technology to support the achievement of objectives.
- 12 The organization deploys control activities through policies that establish what is expected and procedures that put policies into action.

Information & Communication

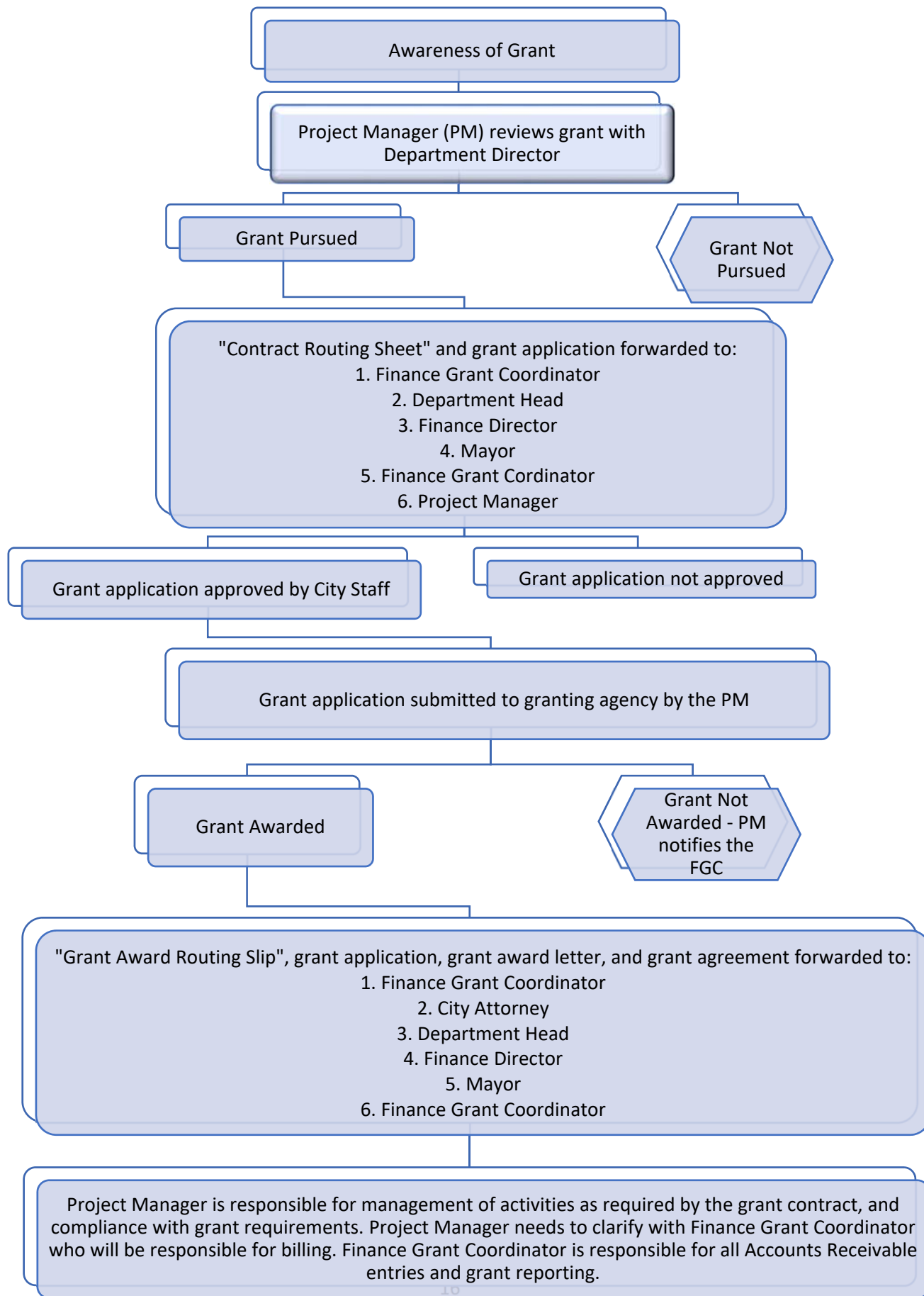
- 13 The organization obtains or generates and uses relevant, quality information to support the functioning of internal control.
- 14 The organization internally communicates information, including objectives and responsibilities for internal control, necessary to support the functioning of internal control.
- 15 The organization communicates with external parties regarding matters affecting the functioning of internal control.

Monitoring Activities

- 16 The organization selects, develops, and performs ongoing and/or separate evaluations to ascertain whether the components of internal control are present and functioning.
- 17 The organization evaluates and communicates internal control deficiencies in a timely manner to those parties responsible for taking corrective action, including senior management and the board of directors, as appropriate.



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Index #15

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, TEMPORARILY DESIGNATING THE EVERETT HERALD AS THE CITY OF MARYSVILLE’S OFFICIAL NEWSPAPER DURING THE HIATUS IN THE PUBLICATION OF THE MARYSVILLE GLOBE DURING THE COVID-19 EMERGENCY.

WHEREAS, section 1.04.020 of the municipal code designates the Marysville Globe as the City’s official newspaper; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services secretary Alex Azar declared a public health emergency for COVID-19, beginning January 27, 2020; and

WHEREAS, on February 29, 2020, Washington State Governor Jay Inslee proclaimed a public health emergency for COVID-19, beginning February 29, 2020, and has issued many additional proclamations to address COVID-19; and

WHEREAS, City of Marysville Mayor Jon Nehring issued a local proclamation of emergency related to COVID-19 for the City of Marysville under MMC 2.12.040 and RCW 38.52.070(2); and

WHEREAS, the Globe has temporarily ceased publication due to the COVID-19 emergency and has issued the following statement: “As the coronavirus pandemic continues to rapidly evolve across the globe, the Marysville Globe and the Arlington Times must also adapt in order to ensure the continuation of high-quality local journalism into the future.

Significantly decreased advertising revenue, directly resulting from the COVID-19 outbreak, has forced Sound Publishing to make the incredibly difficult decision to temporarily reduce staffing and suspend print publication of the Marysville Globe and the Arlington Times newspapers until further notice.

Thank you for your continued support, as we patiently await the day when we may resume print publication of your local newspaper”; and

WHEREAS, the City must be able to publish ordinances and legal notices in order to continue providing services to its citizens and to carry out necessary public business and a delay in publication may compromise public health, public safety, public property or the public peace; and

WHEREAS, this is a public emergency ordinance necessary for the protection of public health, public safety, public property or the public peace, and should be effective upon adoption.

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

SECTION 1. Section 1.04.020 of the municipal code is temporarily amended to designate the Everett Herald in place of the Marysville Globe as the official newspaper of the City of Marysville. The Everett Herald is a daily newspaper of general circulation in the city of Marysville and all notices, ordinances, or other publications will be published in the Everett Herald until such time as the Marysville Globe resumes publication and the City Council takes further action.

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. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. Due to the COVID-19 public emergency this ordinance is necessary for the protection of public health, public safety, public property and the public peace, and is effective upon adoption.

PASSED by the City Council and APPROVED by the Mayor this _____ day of April, 2020.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: April 9, 2020

Effective Date: April 6, 2020