



MARYSVILLE
WASHINGTON

WORK SESSION
TUESDAY, SEPTEMBER 5, 2023 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

<https://us06web.zoom.us/j/86246307568>

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

- A. Proclamation Declaring Marysville A Welcoming City
PROCLAMATION Welcoming City 2023.pdf
- B. Proclamation Declaring September 2023 as Childhood Cancer Awareness Month in
Marysville
PROCLAMATION Childhood Cancer Awareness Month 2023.pdf

Discussion Items

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

- 1. July 3, 2023 City Council Work Session Minutes - Revised
WS 07032023 revised.docx
- 2. July 24, 2023 City Council Meeting Minutes
CC 07242023.docx

Consent

3. December 31, 2022 (D) Claims in the Amount of \$400,955.10 Paid by EFT Transactions and Check Numbers 160500 through 160573
Action Requested 9/5/2023
123122D.rtf
4. February 8, 2023 Claims in the Amount of \$548,085.83 Paid by EFT Transactions and Check Numbers 160795 through 160894 with Check Numbers 160543 and 160724 Voided
Action Requested 9/5/2023
020823.rtf
5. March 10, 2023 Payroll Misc in the Amount of \$14,810.92 Paid by EFT Transactions and Check Number 34546
Action Requested 9/5/2023
6. April 5, 2023 Claims in the Amount of \$4,293,132.87 Paid by EFT Transactions and Check Numbers 162094 through 162205 with Check Numbers 160381 and 161974 Voided
Action Requested 9/5/2023
040523.rtf
7. June 14, 2023 Claims in the Amount of \$1,869,728.36 Paid by EFT Transactions and Check Numbers 163430 through 163599 with Check Numbers 163023 Voided
Action Requested 9/5/2023
061423.rtf
8. July 10, 2023 Payroll Misc in the Amount of \$3,363.20 Paid by EFT Transactions and Check Number 34693
Action Requested 9/5/2023
9. July 25, 2023 Payroll in the Amount of \$1,779,355.04 Paid by EFT Transactions and Check Numbers 34694 through 34715
Action Requested 9/5/2023
10. July 26, 2023 Claims in the Amount of \$1,644,964.60 Paid by EFT Transactions and Check Numbers 164222 through 164320 with Check Number 163829 Voided
Action Requested 9/5/2023
072623.rtf
11. July 31, 2023 Claims in the Amount of \$674.30 Paid by EFT Transaction with Check Number 164321
Action Requested 9/5/2023
073123.rtf
12. August 2, 2023 Claims in the Amount of \$1,933,692.37 Paid by EFT Transactions and Check Numbers 164321 through 164488
Action Requested 9/5/2023
080223.rtf
13. August 7, 2023 Claim in the Amount of \$1617.00 Paid by Check Number 164489

Action Requested 9/5/2023

080723.rtf

14. August 9, 2023 Claims in the Amount of \$1,139,898.36 Paid by EFT Transactions and Check Numbers 164490 through 164655 with Check Numbers 157337, 159418 and 162042 Voided
Action Requested 9/5/2023
080923.rtf
15. August 10, 2023 Payroll in the Amount of \$1,816,963.62 Paid by EFT Transactions and Check Numbers 34716 through 34736
Action Requested 9/5/2023
16. August 16, 2023 Claims in the Amount of \$511,555.17 Paid by EFT Transactions and Check Numbers 164656 through 164765 with Check Number 162610 Voided
Action Requested 9/5/2023
081623.rtf
17. August 23, 2023 Claims in the Amount of \$3,331,989.09 Paid by EFT Transactions and Check Numbers 164766 through 164910 with Check Number 163801 Voided
Action Requested 9/5/2023
082323.rtf

Review Bids

18. Contract Award - Jennings Nature Park Bathroom Replacement
Recommended Motion: I move to authorize the Mayor to sign and execute the Jennings Nature Park Bathroom Replacement contract with Romtec, Inc. for the amount of \$405,993.02 and a management reserve of \$40,599.30 for a total construction allocation of \$446,592.32.
PW4 mod - JNP Bathroom Contract.pdf

Public Hearings

New Business

19. D23-202 Public Assistance Grant Agreement
Recommended Motion: I move to authorize the Mayor to sign and execute the Public Assistance Grant Agreement with the Washington Military Department.
D23-202 - City of Marysville Grant Agreement.pdf
D23-202 City of Marysville Signature Authorization.pdf
D23-202 Designation Letter.pdf
20. Data Sharing Agreement with Snohomish County 911
Recommended Motion: I move to authorize the Mayor to sign and execute the Data Sharing Agreement between Snohomish County 911 and the Marysville Police Department.
SNO911 Data Sharing Agreement.docx
21. Cell Tower Sublease with Washington State Department of Transportation

Recommended Motion: I move to authorize the Mayor to sign and execute the non-exclusive communications site sublease with the Washington State Department of Transportation.

WSDOT Nonexclusive Communication Site Sublease License.pdf

22. A **Resolution** relating to public records; adopting public records act rules; issuing a formal order that maintaining an index would be unduly burdensome, ordering publication of this resolution and the public records act rules and appointing the city clerk as the public records officer.

Recommended Motion: I move to adopt Resolution No. _____.

Resolution - Public Records Policy.pdf

23. Strawberry Festival Management Agreement

Recommended Motion: I move to authorize the Mayor to sign and execute the Agreement with MaryFest, Inc. for Strawberry Festival Management.

Maryfest.pdf

24. A **Resolution** in Support of the Transfer of Ownership of Gissberg Twin Lakes Park from Snohomish County to the City

Recommended Motion: I move to adopt Resolution No. _____

Twin Lakes Resolution 8.25.23.docx

25. A **Resolution** authorizing the Mayor and Grant Coordinator to act on behalf of the city in regard to grants from the Washington State Recreation and Conservation Office.

Recommended Motion: I move to adopt Resolution No. _____

Resolution _Burton Review.docx

Exhibit A-ApplicantAuthorization-ElectronicSignature.pdf

26. Community Project Funding Grant Agreement for the Mother Nature's Window Project

Recommended Motion: I move to authorize the Mayor to sign and execute the Community Project Funding Grant Agreement for the Mother Nature's Window Park project.

0_Grant Agreement B-23-CP-WA-1541.pdf

1_HUD-1044_MNW_B-23-CP-WA-1541.PDF

2_HUD-SF424_4_0-V4.0_MNW_B-23-CP-WA-1541.pdf

3_HUD-19161_SF-LLL_MNW_B-23-CP-WA-1541.PDF

4_HUD-SF-1199a_MNW_B-23-CP-WA-1541 FORM.pdf

Att 2 - MNW_Line Item Budget.pdf

27. Local Programs State Funding Agreement and Local Agency Federal Aid Project Prospectus for the Grove Street Overcrossing Project

Recommended Motion: I move to authorize the Mayor to sign and execute the Local Programs State Funding Agreement and Local Agency Federal Aid Project Prospectus to obligate state funds for the Grove Street Overcrossing project.

Grove ST Local Programs State Funding Agreement_PE_08-14-23.pdf

Grove ST_Prospectus_08-14-23.pdf

28. Amendment No. 2 to the Ecology Grant Agreement WQC-2018-MaryPW-00094 with

the Department of Ecology for the Downtown Stormwater Treatment Project (DSTP) Phase 1

Recommended Motion: I move to authorize the Mayor to sign and execute the Amendment No. 2 to the grant agreement WQC-2018-MaryPW-00094 with the Department of Ecology for the Downtown Stormwater Treatment Project – Phase 1. MaryPW-00094_Amendment2.pdf

29. Amendment No. 1 to the Ecology Grant Agreement WQC-2022-MaryPW-00147 with the Department of Ecology for the Downtown Stormwater Treatment Project (DSTP) Phase 2

Recommended Motion: I move to authorize the Mayor to sign and execute Amendment No. 1 to the grant agreement WQC-2022-MaryPW-00147 with the Department of Ecology, for the Downtown Stormwater Treatment Project – Phase 2. MaryPW-00147_Amendment1.pdf

30. Professional Services Agreement with WSP USA, Inc. for the Grove Street Overcrossing Project

Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with WSP USA, Inc. in the amount of \$2,404,100 for the Grove Street Overcrossing project. PSA_WSP_LP_AEPS-CostPlusFixedFee-GROVE ST_08-23-23.pdf

31. USDA-APHIS-Wildlife 5 year Cooperative Service Agreement & 2023-2024 Annual Work Plan/Financial Plan

Recommended Motion: I move to authorize the Mayor to sign and execute the Cooperative Service Agreement between the City of Marysville and the USDA APHIS Wildlife Services and the accompanying 2023-2024 Work Plan/Financial Plan including subsequent annual Work Plan/Financial Plans within the agreement period. City of Marysville_CSA_2023-2028.pdf
City of Marysville_WFPF_2024.pdf

32. Coronavirus Fiscal Recovery Funds (CFRF) Interlocal Agreement with Snohomish County– for the Marysville Flood Control Project Grant (CLFR-119b)

Recommended Motion: I move to authorize the Mayor to sign and execute the Coronavirus Fiscal Recovery Funds Interlocal Agreement with Snohomish County for the Marysville Flood Control Project Grant.
CLFR-119b - Cover Sheet Final Reg.pdf
CLFR-119b - Exhibit A - CLFR Final Regulations_FINAL.pdf
CLFR-119b - Exhibit B - Statement of Work ARPA SLFRF - Final Regulations_FINAL REW 7.28.23.pdf
CLFR-119b - Exhibit C - Budget and Compensation REW 8.8.2023.pdf
CLFR-119b - Exhibit D - Certification re Lobbying Final Regulations.pdf
CLFR-119b - Exhibit E - Civil Rights Assurances Certification Final Regulations.pdf
CLFR-119b - Exhibit F - Invoice with cert Final Regulations.pdf
CLFR-119b - ILA General Terms and Conditions_Final -RISK 11 and 12 REW 7.28.23.pdf

33. Recycling and Organic Waste Collection Services Agreement with Waste Management, Inc

Recommended Motion: I move to authorize the Mayor to sign and execute the

Recycling and Organic Waste Collection Services Agreement with Waste Management of Washington, Inc.
Solid Waste Presentation 20230905.pptx
RFP-2022 Response and Proposal.pdf
Recyclables and Organic Waste Collection Services Agreement 2024_final.pdf

34. Third Amendment to Curbside Collected Recyclables, Curbside Collected Yard Waste, Multifamily and Commercial Collection, Processing, Marketing and Disposal Services Agreement with Waste Management of Washington
Recommended Motion: I move to authorize the Mayor to sign and execute the Third Amendment to Curbside Collected Recyclables, Curbside Collected Yard Waste, Multifamily and Commercial Collection, Processing, Marketing and Disposal Services Agreement with Waste Management of Washington
Third Amendment-City of Marysville-Recyclables and Organics Collection Contract.docx
35. An **Ordinance** Amending chapter 7.08 of the Marysville Municipal Code (MMC) Relating to Solid Waste Rates
Recommended Motion: I move to adopt Ordinance No. _____.
Ordinance NO. _____ Relating to Solid Waste Rates.pdf
36. An **Ordinance** Amending Chapter 3.67.010 of the Marysville Municipal Code (MMC) Relating to the Solid Waste Department Gross Receipt Tax Rate
Recommended Motion: I move to adopt Ordinance No. _____.
Ordinance Relating to the Solid Waste Department Gross Receipt Tax Rate.pdf
37. An **Ordinance** Amending Chapter 3.63.020 of the Marysville Municipal Code (MMC) Relating to the Solid Waste Department Rate Relief for Solid Waste Services
Recommended Motion: I move to adopt Ordinance No. _____.
Ordinance Relating to the Solid Waste Department Rate Relief for Solid Waste Services.pdf
38. Interlocal Agreement Regarding Solid Waste Management with Snohomish County
Recommended Motion: I move to authorize the Mayor to sign and execute the Interlocal Agreement Regarding Solid Waste Management with Snohomish County.
Interlocal Agreement Regarding Solid Waste Management.pdf
39. Solid Waste Management Local Solid Waste Financial Assistance Agreement with the State of Washington Department of Ecology
Recommended Motion: I move to authorize the Mayor to sign and execute the Solid Waste Local Solid Waste Financial Assistance Agreement between the State of Washington Department of Ecology and the City of Marysville.
Ecology Homeless Encampment Agreement 2023_2024.pdf
40. Dilapidated Fences in Marysville
Fence Memo Council September 5.pdf
41. Professional Services Agreement between City of Marysville and Strategies 360 for Consulting Services
Recommended Motion: I move to authorize the Mayor to sign and execute the

Professional Services Agreement between City of Marysville and Strategies 360 for Consulting Services

Action Requested 9/5/2023

S360_2023 PSA final.pdf

42. An **Ordinance** Setting Mandatory Minimum Sentences for Certain Crimes Committed by Repeat Offenders and Amending Chapter 6.03 of the Municipal Code.
Recommended Motion: I move to adopt Ordinance No. _____.
Ordinance - Public Disorder Crimes.pdf
43. Professional Services Agreement -Supplemental Agreement #2 with Perteet, Inc. for consulting services related to the Riverwalk project.
Recommended Motion: I move to authorize the Mayor to sign and execute the Supplemental Agreement #2 with Perteet, Inc. in the amount of \$86,357.00 for a total of \$147,892.00.
Action Requested 9/5/2023
Perteet - Supp No 2.pdf
Perteet, Inc - Marysville Riverwalk - Waterfront Redevelopment (2).pdf

Legal

Mayor's Business

44. Planning Commission Appointment: Gary Kemp
Action Requested 9/5/2023
Appointment to Planning Commission - Gary Kemp.doc
45. Parks, Culture, and Recreation Advisory Board Appointments: Tom Lewis and Noah Pylvainen
Action Requested 9/5/2023
Appointment to Parks Board - Tom Lewis.doc
Appointment to Parks Board - Noah Pylvainen.doc
46. Salary Commission Appointment: Tom Lewis and Vance Titus
Action Requested 9/5/2023
Appointment to Salary Commission - Tom Lewis.doc
Appointment to Salary Commission - Vance Titus.doc

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Reconvene

Adjournment

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring Marysville A Welcoming City

SUGGESTED ACTION:

SUMMARY: Proclamation Declaring Marysville A Welcoming City

ATTACHMENTS:
 PROCLAMATION Welcoming City 2023.pdf



PROCLAMATION

Declaring Marysville A Welcoming City

- WHEREAS, less than two years after Washington was granted statehood, in 1891 the City of Marysville was incorporated by founder James Comeford, who came to the Tulalip Reservation in 1873 and ran a government trading post for logging camps; and
- WHEREAS, since Marysville’s founding 132 years ago, we have welcomed residents from all walks of life and from all around the world who have helped build this city into the second largest city in Snohomish County, with nearly one in five residents speaking a language other than English at home; and
- WHEREAS, the overall health, vitality and resilience of our community is directly linked to all Marysville residents sharing their gifts and talents; and
- WHEREAS, Marysville promotes policies and programs to foster inclusion for everyone, and we strive to offer a wide variety of programs and services that meet the needs of our increasingly diverse population of about 74,000 residents; and
- WHEREAS, our city’s prosperity linked to the growing Cascade Industrial Center is built on commerce with international ties and visionary business leaders from around the world including scientists, engineers and tradespeople working in cutting-edge technologies; and
- WHEREAS, all residents, visitors and employees in Marysville deserve a safe environment free from hate, discrimination and harassment, and anyone who feels personally threatened or unsafe should call 911 for immediate assistance; and anyone who witnesses someone being harassed or bullied or sees a hate crime being committed should call 911; and
- WHEREAS, the safety of all Marysville residents is our city’s top priority and all people in our community have equal access to police service and public safety programs; and
- WHEREAS, our City Council is dedicated to building a thriving, sustainable and inclusive community through inspired leadership, teamwork and dedication to responsibly advancing our quality of life.

NOW, THEREFORE I, JON NEHRING, MAYOR, do hereby proclaim that

MARYSVILLE IS A WELCOMING CITY

and encourage all residents, businesses, civic groups and others to reach out in kindness to express their support for their neighbors in our richly diverse community.

Under my hand and seal this fifth day of September, 2023.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring September 2023 as Childhood Cancer Awareness Month in Marysville

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
 PROCLAMATION Childhood Cancer Awareness Month 2023.pdf



PROCLAMATION

Declaring September 2023 as Childhood Cancer Awareness Month in Marysville

- WHEREAS, each year in the United States more than 15,780 children from birth to 19 years old are diagnosed with cancer, equal to about 42 childhood cancer diagnoses each day; and
- WHEREAS, approximately one in 285 children in the United States will be diagnosed with cancer before their 20th birthday, with this number increasing each year; and
- WHEREAS, 20% of the children with cancer in the U.S. will not survive it, making cancer the #1 cause of death by disease for children in America; and
- WHEREAS, every three minutes a family hears the devastating words that their child has been diagnosed with cancer, adding up to more than 300,000 new childhood cancer diagnoses worldwide; and
- WHEREAS, two-thirds of those who do survive will face at least one chronic health condition later in life, not limited to but including heart, liver, lung damage, infertility, secondary cancers and growth deficits; and
- WHEREAS, the causes of childhood cancer are largely unknown and more studies are needed to understand which treatments work best for children; and
- WHEREAS, cancer treatment for children often must differ from traditional adult treatments to take into account children's developmental needs and other factors, and there are more types/variances of childhood cancers than adult cancers; and
- WHEREAS, hundreds of children are being treated for cancer in Washington, including at Seattle Children's Hospital; and
- WHEREAS, Marysville is a caring community that supports children and families;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim September 2023 as

CHILDHOOD CANCER AWARENESS MONTH

in the City of Marysville. I encourage all Marysville residents to join me in this special observance.

Under my hand and seal this fifth day of September, 2023.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Genevieve Geddis, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: July 3, 2023 City Council Work Session Minutes - Revised

SUGGESTED ACTION:

SUMMARY: Councilmember James referred to page 2, item 6. Councilmember James should be corrected to Councilmember King. On page 7, under Councilmember Comments, his comment should say "Strawberry Fields is a really beautiful facility."

ATTACHMENTS:
WS 07032023 revised.docx

City Council



**501 Delta Ave
Marysville, WA 98270**

**Work Session
July 3, 2023**

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order and led the Pledge of Allegiance.

Roll Call

Present

Mayor: Jon Nehring

Council: Councilmember Peter Condyles, Councilmember Mark James, Councilmember Tom King, Councilmember Kelly Richards, Councilmember Michael Stevens, Council President Kamille Norton

Staff: Deputy City Attorney Burton Eggertsen; Parks, Culture, and Recreation Director Tara Mizell; Police Chief Erik Scairpon; Community Development Director Haylie Miller; Asst. PW Director Max Phan; Community Information Officer (CIO) Connie Mennie (via Zoom); Public Works Services Manager Skip Knutsen (via Zoom); IT Services Supervisor Jeremiah Nyman (via Zoom); IT Director Stephen Doherty; and Network Systems Administrator Chris Brown

Absent: Councilmember Steve Muller (excused)

Motion to excuse Councilmember Muller moved by Councilmember Richards, seconded by Councilmember James.

AYES: ALL

Approval of the Agenda

Motion to waive normal rules and allow voting on item 9 tonight moved by Councilmember Richards, seconded by Councilmember Stevens.

AYES: ALL

Motion to approve the agenda as amended above moved by Councilmember James, seconded by Council President Norton.

AYES: ALL

Approval of Minutes

1. June 26, 2023 City Council Meeting Minutes

Consent

2. June 23, 2023 Payroll in the Amount of \$1,978,080.40 Paid by EFT Transactions and Check Numbers 34647 through 34671
3. June 28, 2023 Claims in the Amount of \$732,804.68 Paid by EFT Transactions and Check Numbers 163744 through 163877 with Check Numbers 153936 and 162692 Voided

Review Bids

Public Hearings

New Business

4. Inter-local Agreement Between the City of Marysville and the Marysville School District for School Resource Officer Services

Chief Scairpon reviewed this item. This contract is a return back to a standard contract with the school district with the school district paying 75% of the salary of each employee for an entire year. The school district asked for three SRO's but police are only able to offer two.

Councilmember James pointed out some typos in the agenda bill.

5. Utility Easement Acceptance - 21 Degrees (G21-0071)

Director Miller reviewed this utility easement that will be established for Soper Hill Townhomes.

6. Project Acceptance – LID Improvements for Cedar Avenue

Asst. PW Director Phan reviewed this project which came slightly under budget.

Councilmember King noted this is a nice project. He asked if there are any plans to remove the old section of fence between the railroad tracks and Cedar which is falling down. Mr. Phan indicated he would follow up on that.

7. Landowner Agreement for Jones Creek Restoration

Asst. PW Director Phan explained this would allow the Adopt-a-Stream Foundation to perform restoration on Jones Creek on a parcel that the City owns. The proposed work would relocate the stream away from the homes and improve the habitat for salmon and stream flows. This is all funded by a grant from Ecology.

Councilmember Richards asked if this would impact the 5th graders' annual field trip to that stream. Mr. Phan replied that it might if it is under construction. That would need to be coordinated.

Councilmember Condyles referred to the bridge construction and asked if there is a bridge already out there. Mr. Phan thought this was a new bridge. Councilmember Condyles asked if the public would be able to access this bridge. Mr. Phan thought it would be available for use by pedestrians and light-weight vehicles.

Council President Norton asked if the City has any obligations related to this project. Mr. Phan explained that it just requires permission by the City.

8. Water Quality Puget Sound Nutrient Reduction Grant Agreement with Department of Ecology

Mr. Phan reviewed this grant agreement to assist in planning, implementation, and management of wastewater treatment plant nutrient discharge reduction activities. The goal of the grant is to improve water quality in the State of Washington by reducing nutrients discharged to the Puget Sound.

Councilmember James asked what nutrients this refers to. Mr. Phan was not sure but said he would follow up on that.

9. Contract Agreement with Rae Boyd APRN, BC, PLLC for Jail Medical Services

Chief Scairpon reviewed this extension for jail medical services to allow continuation of services by Rae Boyd.

Council President Norton asked if other cities pay for the medical services if the inmate comes from another city. Chief Scairpon said they are working on a new jail contract with Finance and the City Attorney's office so they have an agreement in place to cover costs such as that, but it is not in use yet.

Councilmember King asked if the jail provides emergency dental services. Chief Scairpon thought that the county jail does, but not Marysville. He indicated he would follow up.

Motion to approve the Contract Agreement with Rae Boyd APRN, BC, PLLC for Jail Medical Services moved by Councilmember King, seconded by Council President Norton.

AYES: ALL

10. Acceptance of Washington State Criminal Justice Training Commission (WSCJTC) Officer Wellness Grant Funds

Chief Scairpon explained this was a competitive grant that the Police Department was awarded.

11. An Ordinance of the City Council of the City of Marysville, Washington, Amending Chapter 2.35 of the Municipal Code in Regard to the Finance Director and City Clerk Duties

Deputy City Attorney Eggertsen reviewed this item and item 12 which remove references to the City Clerk since that is not part of that department anymore.

12. An Ordinance of the City Council of the City of Marysville, Washington, Amending Chapter 2.30 of the Municipal Code in Regard to the City Clerk

See above.

13. An Ordinance Relating to Land Use, Engineering, Construction, and Building Fee Updates

Director Miller explained that this relates to a development fee study. As part of a recent audit, the City was required to look at its fees which have not been updated in 15 years. The proposed fees would cover 100% of costs as opposed to the current 57% recovery amount. She asked for direction about when this should be implemented. January 1, 2024 is an option but as early as October 1 would also be possible. Applicants have requested some advance notice about fee increases. Staff is also proposing to do an automatic inflation rate of 2% each year and regular monitoring so this doesn't happen again.

Council President Norton asked if the fees are based on staff time. Director Miller confirmed they are mostly based on direct services and some indirect overhead costs.

Council President Norton recommended a 3% annual increase rather than 2% because it is more in line with staff wage increases. Director Miller explained that one committee recommended 2%; staff had recommended 3%. The consultant initially recommended tying the percentage increase to the union increases because most of these fees are generated from staff wages and benefits. Staff thought it would be more straightforward to do a simple increase. There was some discussion about options.

Councilmember James asked where the money has been coming from if they haven't been covering costs for 15 years. Director Miller explained it had been coming from other sources. Councilmember James was in support of keeping the increase at 2% since they have been making it work somehow and it doesn't seem to be hurting the City. He wondered about lowering the rates to 5-10% less than surrounding communities rather than bringing up the fees to match other communities.

Council President Norton asked why it was flagged in the audit. Director Miller explained it was flagged because they were supposed to show their work and show that it has been updated regularly to make sure cities aren't charging too much for one permit. They also don't want other areas to subsidize community development permit fees. Council President Norton agreed that if they aren't recovering the full cost of staff time in fees, they are essentially asking every other taxpayer in the city to subsidize those rather than having the person getting the permit pay for what they are using.

Councilmember Richards agreed that they have made it work for 15 years, but it is also money that could have gone to parks, law enforcement, public safety, etc. rather than subsidizing the developer who is making money off this deal. Staff explained that during the pandemic there was an unexpected increase in sales tax because of everybody ordering from Amazon. There was also an annexation credit from 2010 to 2019. A lot of that filled in the gaps so it wasn't so obvious that they were underfunded. Those things have gone away recently.

Council President Norton referred to the question about timing and spoke in favor of an earlier effective date, such as October, rather than later. Director Miller thought this would be fine. Master Builders has had significant notice as it is.

Councilmember Condyles was also supportive of an October 1 effective date.

Councilmember James clarified that he was supportive of the increases so that private development wasn't being subsidized by the city government. He was only suggesting that the difference between 2% and 3% annual increase might be something that could give the City a competitive edge over other jurisdictions. He stated he was also supportive of having an October 1 effective date.

Councilmember Stevens thought that as long as they could still point to the fact that the City has one of the lowest rates it will be fine. He also thinks that being able to expedite review times means more to the development community than these dollars will.

14. A Resolution of the City Council of the City of Marysville, Washington, Appointing the Risk Manager as the Agent to Receive Claims for Damages Pursuant to RCW 4.96.020

Deputy Director Eggertsen explained this clarifies that the risk manager is the designated agent to receive claims for damages. It will also update the new address for City Hall.

15. Ziplly Fiber Northwest Franchise Amendment

Deputy Director Eggertsen explained this would extend the contract until the end of 2024 at the request of Ziplly.

Legal

Mayor's Business

- Mayor Nehring reported that the Senior Lunch last week was incredible.
- The LINC Northwest grand opening ribbon cutting was extremely well attended and a great event.
- The coffee klatch last week in Lakewood went really well. He reviewed some of the topics of concern that were raised.
- The Strawberry Fields ribbon cutting was enjoyable.
- The July 4 event will be held tomorrow night.
- Sandy Langdon has re-retired. John Nield will be the interim Finance Director for the next month. Jennifer Ferrar-Santa Ines from the City of Yakima has been hired as Finance Director and will be starting July 31.
- He updated Council on some other staff movement/changes.

Staff Business

Director Miller explained staff is planning a joint meeting between the City Council and Planning Commission. September 12 at 6:30 p.m. is a tentative date. They are planning on running through some different growth scenarios to consider for the next 20 years.

Director Mizell:

- She reported that cameras at Comeford Park have all been installed and will be up and running by the end of the week.
- The first Tasty Tuesday food truck event will be held in the plaza at lunchtime on Tuesday this week. Every Tuesday will be different vendors.
- On Saturday there will be park cleanup at 9:00 at Jennings Park.
- Junk in the Trunk will be at Parks from 10-2.
- The back-to-school barrels will start throughout the community on July 10.

Chief Scairpon reported there will be extra staffing on the 4th of July. He looks forward to giving an update on July 10.

Call on Councilmembers and Committee Reports

Councilmember Richards:

- Strawberry Fields opening was a great time.
- He sadly reported that respected Planning Commissioner Roger Hoen had passed away recently.

- He asked about the meeting with the County Council. Mayor Nehring explained that the County Council will be meeting here on Wednesday for a very short meeting.
- He wished everyone Happy Independence Day.

Councilmember James:

- He attended the Snohomish County Law and Justice Council on Tuesday. The main topic of discussion was electronic home monitoring. He asked if Marysville uses that. Chief Scairpon replied that they have the infrastructure for it but there is no active program at this time.
- He reported that the Snohomish County Planning Commission recently discussed the urban tree canopy. They are considering having that as a sub element in the County Comprehensive Plan.
- He attended the LINC Northwest ribbon cutting. Strawberry Fields is a really beautiful facility.

Councilmember King:

- The red, white, and blue lights on the outside of the building and over at the restroom look great.
- The remodel at Station 61 is coming along nicely.
- He attended the LINC Northwest ribbon cutting. The building looks great.
- He also attended the Strawberry Fields ribbon cutting. This is a great complex.
- He reported that he has done his part with fireworks signs.

Councilmember Stevens agreed that the fields are beautiful. It is nice to have a facility like that in the community. He is looking forward to the food trucks. He recommended scheduling a crepe truck.

Council President Norton agreed that Strawberry Fields look great. She knows a soccer team that is very excited to practice there. She also thinks the red, white, and blue lights look great on the buildings. Happy 4th of July to everyone.

Adjournment

The meeting was adjourned at 8:02 p.m.

Approved this _____ day of _____, 2023.

 Mayor
 Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Genevieve Geddis, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: July 24, 2023 City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
CC 07242023.docx

City Council



**501 Delta Ave
Marysville, WA 98270**

**Regular Meeting
July 24, 2023**

Call to Order

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

Invocation

Pastor Dan Hazen gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Mayor: Jon Nehring

Council:

Present: Council President Kamille Norton, Councilmember Peter Condyles, Councilmember Mark James, Councilmember Tom King, Councilmember Michael Stevens, Councilmember Kelly Richards, Councilmember Steve Muller

Absent: None

Staff: Chief Administrative Officer (CAO) Gloria Hirashima; Deputy City Attorney Burton Eggertsen; Interim Finance Director John Nield; Police Chief Scairpon; Parks, Culture, and Recreation Director Tara Mizell; Community Development Director Haylie Miller; Public Works Director Jeff Laycock; I.S. Director Stephen Doherty; Human Resources Director Megan Hodgson (via Zoom); Communications Manager Connie Mennie, Network Systems Administrator Chris Brown, Sergeant Garrett Wiseman; Commander Jay Tolbert; Communications Specialist Bridget Larsen; Emergency Preparedness Manager Sarah Lavelle; Deputy Director Jim Lawless

Approval of Agenda

Motion to approve the agenda with the addition of one item at the end regarding the sick and leave policy moved by Councilmember Richards, seconded by Councilmember Condyles. **Motion passed unanimously.**

Presentations

A. Summer Intern Introductions

Communications Manager Connie Mennie introduced summer interns.

B. Police Officers' Promotional Swearing-In

Sergeant Garrett Wiseman and Commander Jay Tolbert were sworn in.

Audience Participation

Mark Johnson, 12433 48th Drive NE, Marysville, Chairman of the Whispering Firs Architectural Control Committee, spoke in opposition to the proposed short plat number SP23-004. There are restrictions in Whispering Firs that prevent short plats. These also limit the type of structures that are allowed on these lots. If the owners of the property wish to increase the living space of their home, they need to add an addition that meets the restrictions. They can also get a majority of the homeowners to agree to a change in the restrictions. He stated that this is not a good neighborhood for increased housing density.

Lynn Johnson, 12433 48th Drive NE, Marysville, discussed the large lots at Whispering Firs (half-acre to one acre). The strict restrictions in place govern the size of the lots, the size of the homes, the use of temporary structures, the placement of fences, and a prohibition of businesses. The restrictions also provided for an Architecture Control Committee that was charged with preventing building deviations. Today, a new lot owner wants to subdivide one of the half-acre lots. If this approved by the City, it would render all the previous restrictions useless and destroy the value, look, and feel of the development.

Ron Friesen, 4714 124th Place NE, spoke in opposition to the short plat application. He explained that this defeats the purpose of the master plan of that neighborhood. He asked what the master plan is for this neighborhood and for Marysville? Why are they dismantling one of the most beautiful neighborhoods in the city? He encouraged the City to pay attention to the precedent this sets for the rest of Marysville.

Shawn Harvey, 12603 45th Dr. NE, Marysville also spoke in opposition to SP23-004 which will ruin the look and feel of the neighborhood. He was frustrated that neighbors did not have a say in this.

Director Miller gave an update on this matter. She explained this item has been forwarded to the Hearing Examiner because they have received so many comments in opposition. She encouraged the residents to also seek legal counsel. Staff is aware of some potential compliance issues on the site, so the application is currently on hold. When a public hearing is held, staff will notify all the parties of record.

Cathleen Schafer, resident, asked who would make the final decision. She expressed concern that it would be someone who has never been to their neighborhood and doesn't understand what it is all about.

Director Miller explained that for this matter the Hearing Examiner would be making the final decision. He is a third party who will listen to all sides. He will be tasked with making sure it complies with city code and with listening to all comments. The public hearing will give everyone an opportunity to voice concerns.

Shawn Harvey discussed the unique characteristics of their neighborhood and encouraged the Hearing Examiner to take a drive through their neighborhood so he gets a feel for it.

Lauri Howat, 12612 45th Drive NE, Marysville, said she lives three houses down from this house. She noted that the people in the neighborhood have been there since 1978. It is a very unique neighborhood in Marysville. She expressed frustration that the City is going to change this. She begged them not to allow this development.

Councilmember Richards asked for legal counsel on this. Deputy City Attorney Eggertsen explained that CCNRs are generally a private matter and worked out privately. He stated that the residents and applicant would have full opportunity to present their arguments to the Hearing Examiner. At this point the Hearing Examiner has jurisdiction. Community Development Director Miller further reviewed the zoning regulations in this area.

Ms. Schafer asked the City to look into the crime in their neighborhood. There is almost none, and they want to keep it that way.

Dwight Olson, 12507 46th Drive NE, Marysville, said he has lived on the cul-de-sac for 45 years. It is a unique area that they have made an investment in. The proposed plan to put a house behind a house doesn't make sense to him in this neighborhood.

Approval of Minutes

1. July 3, 2023 City Council Work Session Minutes

Councilmember James referred to page 2, item 6. Councilmember James should be corrected to Councilmember King. On page 7, under Councilmember Comments, his comment should say "Strawberry Fields is a really beautiful facility."

Motion to approve the July 3, 2023 City Council Work Session Minutes as amended moved by Councilmember James, seconded by Councilmember King. **Motion passed 6-0 with Councilmember Muller abstaining.**

2. July 10, 2023 City Council Meeting Minutes

Motion to approve the July 10, 2023 City Council Meeting Minutes moved by Councilmember Richards, seconded by Councilmember Muller. **Motion passed 6-0 with Council President Norton abstaining.**

Consent

3. July 5, 2023 Claims in the Amount of \$798,965.36 Paid by EFT Transactions and Check Numbers 163878 through 163963
4. July 10, 2023 Payroll in the Amount of \$2,039,798.12 Paid by EFT Transactions and Check Numbers 34672 through 34692
5. July 12, 2023 Claims in the Amount of \$692,771.71 Paid by EFT Transactions and Check Numbers 163964 through 164089 with Check Numbers 152804 and 156476 Voided
6. July 19, 2023 Claims in the Amount of \$2,144,954.92 Paid by EFT Transactions and Check Numbers 164090 through 164221

Motion to approve Consent Agenda items 3, 4, 5, and 6 moved by Councilmember King, seconded by Council President Norton. **Motion passed unanimously.**

Review Bids

7. Contract Award - Police Evidence Building Project

CAO Hirashima reviewed this contract award for the police evidence building. This is the final piece of the Civic Center and the police accreditation standard. Multiple options were considered. Staff identified an existing site the City already owned on Smokey Pt. Blvd. which they feel will be a suitable location.

Councilmember King asked if police accreditation will follow the completion of this project. Chief Scairpon reviewed the status of this and explained they have a targeted accreditation date of fall 2024.

Councilmember Richards expressed concern about the security of that location. CAO Hirashima stated that it would have a security fence, cameras, sensors, etc.

Councilmember Stevens thought it was a reasonable cost considering today's climate and the type of facility.

Motion to authorize the Mayor to sign and execute the contract documents with TRICO Companies, LLC for the construction of the Police Evidence Building Project in the amount of \$2,798,452.00 including Washington State sales tax and approve a management reserve of 5% for a total allocation of \$2,938,374.60 moved by Councilmember Richards, seconded by Councilmember Stevens. **Motion passed unanimously.**

8. Reject Bids – 2023 Neighborhood Traffic Safety Program

Director Laycock explained that they only received two bids which were very high. Staff is not recommending an award at this time.

Motion to authorize the Mayor to reject all bids for the 2023 Neighborhood Traffic Safety Program moved by Council President Norton, seconded by Councilmember Muller. **Motion passed unanimously.**

Public Hearings

9. Ziplly Fiber Northwest Franchise Amendment

The public hearing was opened at 7:57 p.m. Deputy City Attorney Eggertsen made the staff presentation.

Public Testimony: None

The public hearing was closed at 7:58 p.m.

Motion to approve the extension of the term of the Franchise to the end of 2024 and to authorize the Mayor to execute the Fourth Amendment of Cable Franchise moved by Councilmember Richards, seconded by Councilmember King. **Motion passed unanimously.**

Motion to correct the ordinance number to 3280 for the Ziplly Fiber Franchise Agreement Amendment made by Councilmember Richards, seconded by Councilmember Muller. **Motion passed unanimously.**

New Business

10. Correcting the Ordinance Number for an Ordinance approved on July 10, 2023, as Ordinance No. 3275, to be Ordinance No. 3278.

Motion that the ordinance approved on July 10, 2023, as Ordinance No. 3275, be renumbered and assigned Ordinance No. 3278 moved by Councilmember Richards, seconded by Council President Norton. **Motion passed unanimously.**

Motion to correct the ordinance number to 3281 made by Councilmember Richards, seconded by Councilmember Condyles. **Motion passed unanimously.**

Motion to correct the ordinance being corrected back to Ordinance No. 3278 as stated in the original motion made by Councilmember Muller, seconded by Councilmember Condyles. **Motion passed unanimously.**

11. Correcting the Ordinance Number for an Ordinance approved on July 10, 2023, as Ordinance No. 3276, to be Ordinance No. 3279

Motion that the ordinance approved on July 10, 2023, as Ordinance No. 3276, be renumbered and assigned Ordinance No. 3279 moved by Councilmember Condyles, seconded by Council President Norton. **Motion passed unanimously.**

Motion to correct the ordinance number to 3282 made by Councilmember Richards, seconded by Councilmember King. **Motion passed unanimously.**

Motion to correct the ordinance being corrected back to Ordinance No. 3279 as stated in the original motion made by Councilmember Muller, seconded by Councilmember Condyles. **Motion passed unanimously.**

12. Correcting the Resolution Number for a Resolution approved on July 10, 2023, as Resolution No. 2530, to be Resolution No. 2535

Motion that the resolution approved on July 10, 2023, as Resolution No. 2530, be renumbered and assigned Resolution No. 2535 moved by Councilmember James, seconded by Councilmember Richards. **Motion passed unanimously.**

Motion to correct the resolution number to Resolution No. 2536 moved by Councilmember James, seconded by Councilmember Condyles. **Motion passed unanimously.**

Motion to correct the resolution number as reflected in the original motion to Resolution No. 2535 moved by Councilmember Richards, seconded by Councilmember Condyles. **Motion passed unanimously.**

13. An Ordinance Amending a SEPA Determination of Significance Appeal Provision

Director Miller explained this is a code change which staff considers to be a cleanup item.

Motion to adopt Ordinance No. 3280 moved by Council President Norton, seconded by Councilmember Richards. **Motion passed unanimously.**

Motion to correct the ordinance number to 3283 moved by Councilmember Muller, seconded by Councilmember Richards. **Motion passed unanimously.**

Motion to correct the ordinance number to 3281 moved by Councilmember Richards, seconded by Councilmember Condyles. **Motion passed unanimously.**

14. An Ordinance Amending the 2023-2024 Biennial Budget

Interim Finance Director Nield reviewed this item which would rectify the budget to reflect changes.

Motion to adopt Ordinance No. 3285 moved by Councilmember Condyles, seconded by Councilmember James. **Motion passed unanimously.**

Motion to correct the ordinance number to 3284 made by Councilmember Richards, seconded by Councilmember King. **Motion passed unanimously.**

Motion to correct the ordinance number to 3282 made by Councilmember Richards, seconded by Councilmember Stevens. **Motion passed unanimously.**

15. Contract with Washington Service Corps for AmeriCorps Member to Support Emergency Management

Emergency Preparedness Manager Sarah Lavelle reviewed this item.

Motion to authorize the Mayor to sign and execute the Member Placement Contract with Washington Service Corps moved by Council President Norton, seconded by Councilmember Richards. **Motion passed unanimously.**

16. Interlocal Agreement between Marysville Police Department and the Lake Stevens Police Department for Jail Services

Chief Scairpon reviewed this item.

Motion to authorize the Mayor to sign the renewal of the Interlocal so that the Marysville Jail can offer and provide services to the Lake Stevens Police Department moved by Councilmember James, seconded by Councilmember Richards. **Motion passed unanimously.**

17. Project Acceptance – Harborview Park Playground Replacement Project

Director Laycock reviewed this item and the next.

Motion to authorize the Mayor to accept the Harborview Park Playground project, starting the 60-day lien filing period for project closeout moved by Council President Norton, seconded by Councilmember Condyles. **Motion passed unanimously.**

18. Project Acceptance – Comeford Park Playground Replacement Project

Councilmember King complimented staff on the design and use of the park.

Motion to authorize the Mayor to accept the Comeford Park Playground project, starting the 60-day lien filing period for project closeout moved by Councilmember James, seconded by Council President Norton. **Motion passed unanimously.**

19. Designating Applicant Agent for the Hazard Mitigation Grant Program

Director Laycock explained that the City has been selected to submit for a grant.

Motion to authorize the Mayor to sign and execute the Resolution Designating Applicant Agent moved by Council President Norton, seconded by Councilmember Muller. **Motion passed unanimously.**

20. Local Agency Agreement and Local Agency Federal Aid Project Prospectus with WSDOT for the Citywide Pedestrians Safety Improvements Project

Motion to authorize the Mayor to sign and execute the Local Agency Agreement and Local Agency Federal Aid Project Prospectus to obligate preliminary engineering funds for the Citywide Pedestrians Safety Improvements project moved by Councilmember Richards, seconded by Councilmember King. **Motion passed unanimously.**

21. Access Agreement – Olympic View Park

Director Miller explained this is an access agreement between the City and the developer.

Motion to authorize the Mayor to sign and execute the agreement between the City and Keystone Land, LLC, for access to construct and install a stormwater discharge main in Olympic View Park moved by Council President Norton, seconded by Councilmember James. **Motion passed unanimously.**

22. Access Agreement – Marysville Corporate Center (PA22004)

Motion to authorize the Mayor to sign and execute the agreement between the City and Pacific Realty, Inc. for permission to utilize City property as a laydown area moved by Councilmember Condyles, seconded by Councilmember Richards. **Motion passed unanimously.**

23. Professional Services Agreement with RH2 Engineering, Inc. for the Water Comprehensive Plan Update

Director Laycock reviewed this item.

Councilmember Muller asked if the City is pretty much maxed out in terms of supply. Director Laycock replied they would be looking into that as part of this update.

Motion to authorize the Mayor to sign and execute a Professional Services Agreement with RH2 Engineering, Inc. for the Water Comprehensive Plan Update in the amount of \$365,179.00 moved by Councilmember Muller, seconded by Council President Norton. **Motion passed unanimously.**

24. Supplemental Agreement No. 1 to the Professional Services Agreement with Transpo Group USA, Inc. for Engineering Services associated with the 116th Street Pavement Preservation NHS Project

Director Laycock reviewed this item and noted it is fully funded by a grant.

Motion to authorize the Mayor to sign and execute the attached Supplement No. 1 to the Professional Services Agreement with Transpo Group USA, Inc for Engineering Services Associated with the 116th Street Pavement Preservation NHS project moved by Councilmember King, seconded by Councilmember Richards. **Motion passed unanimously.**

25. Supplemental Agreement No. 1 to the Professional Services Agreement with Transpo Group USA, Inc. for Engineering Services Associated with the State Avenue Pavement Preservation NHS Project

Motion to authorize the Mayor to sign and execute Supplement No. 1 to the Professional Services Agreement with Transpo Group USA, Inc for Engineering Services Associated with the State Avenue Pavement Preservation NHS project moved by Councilmember James, seconded by Councilmember Condyles. **Motion passed unanimously.**

26. Utility Undergrounding Agreement with Ziplly Fiber

Motion to authorize the Mayor to sign and execute the attached agreement with Ziplly Fiber Northwest, to facilitate utility undergrounding work that will occur in conjunction with the City's State Avenue Corridor Improvement moved by Councilmember Richards, seconded by Council President Norton. **Motion passed unanimously.**

27. Multi-Transaction Governing Agreement with the Tulalip Tribes of Washington, including associated Sub-Agreements

Deputy City Attorney Eggertsen reviewed this item. Mayor Nehring commented that this is a testament to the strength of their relationship. He expressed appreciation to staff and to the Tulalip Tribes for all their work on this.

Councilmember Muller also commented on the strong relationship. This is a great project and will be a great access point.

Councilmember King asked if the City would be providing sewer to the duplex. Deputy City Attorney Eggertsen replied that they would.

Councilmember James asked if there are any parameters around providing sewer. Deputy City Attorney Eggertsen replied that it would be at the market value at the time.

CAO Hirashima explained this was a very complicated agreement. She commended Deputy City Attorney Eggertsen for his work on this.

Motion to authorize the Mayor to sign the Multi-Transaction Governing Agreement and the associated sub-agreements moved by Councilmember Muller, seconded by Councilmember James. **Motion passed unanimously.**

28. Sick Leave Policy

CAO Hirashima explained this is a resolution related to sick leave vacation conversion for long-time employees.

Motion to approve Resolution No. 2536 related to the proposed sick leave vacation conversion policy moved by Councilmember Richards, seconded by Councilmember Muller. **Motion passed unanimously.**

Mayor's Business

Mayor Nehring had the following comments:

- Thanks to staff and Council for the lengthy and weighty agenda.
- Three councilmembers and some staff were at the Governmental Affairs meeting this week at Tulalip Tribes. Both jurisdictions were very excited about the state grant we received for 4th and 88th Street improvements. The staff working group between both jurisdictions was mentioned as working very well together on all of the easements and other details. He recognized Director Laycock for his work on this. They also discussed the 156th Street interchange project and the fact that there would be some easements needed with regard to that. There was a suggestion to form another staff working group when it gets a little closer. These are two massive projects that the two jurisdictions are working together on over the next couple years.
- He met with some students from Japan who are staying with host families and taking English classes.
- He attended business openings for several new businesses.

Staff Business

Deputy City Attorney Eggertsen stated the need for an Executive Session to discuss two items related to ongoing labor negotiations expected to last 10 minutes with action expected.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- It was nice to see so many people in the audience tonight.
- He spoke in support of the Hearing Examiner process.

Councilmember King:

- Government Affairs meeting went really well.
- Thanks to Tara Mizell for the critique meeting for Strawberry Festival.
- There have been nice crowds at the Movies at the Park this summer.
- The LINC office is painted and looks good.
- Strawberry Festival float went to Olympia a week ago Saturday for their Capitol Lake Parade. This Saturday they will be going down to Seattle for the Torchlight Parade.

Councilmember Stevens agreed it was nice to see the full house tonight.

Councilmember Richards commended police officers on their promotions. He is looking forward to the break in August.

Councilmember Muller:

- It was good to see two great officers get promoted tonight.
- Governmental Affairs meeting was very positive and productive.
- He agreed with Councilmember Condyles that the Hearing Examiner is extremely knowledgeable about land use issues and also very sympathetic.

Council President Norton:

- Congratulations to Sergeant Wizeman and Commander Tolbert.
- Congratulations to everyone who worked on the agreement with the Tribes.
- It was good to have the community members here tonight. She hopes they will go share their thoughts with the Hearing Examiner. Neighborhoods are important.
- Thanks to Council and staff for the discussion at the Strategic Planning Meeting before the City Council meeting.

Adjournment/Recess

Council recessed from 9:02 p.m. until 9:09 p.m.

Executive Session

Council moved into Executive Session at 9:09 p.m. for 10 minutes with action expected.

A. Litigation

B. Personnel – two items related to ongoing labor negotiations

C. Real Estate

Reconvene Adjournment

Executive Session ended and Council reconvened at 9:19 p.m.

Motion made by Councilmember Richards, seconded by Councilmember Condyles, to authorize the Mayor to sign the Memorandum of Understanding by and between the City of Marysville and the Marysville Police Association allowing for non-12 hour work schedule for the custody sergeant and custody court security positions. **Motion passed unanimously.**

Motion made by Councilmember Richards, seconded by Councilmember James, to authorize the Mayor to sign the Memorandum of Understanding by and between the city of Marysville and Marysville Police Officers Association regarding the utilization of non-represented employees in conducting/assisting with major collision investigations. **Motion passed unanimously.**

Adjournment

Motion made by Councilmember Muller, seconded by Councilmember Richards, to adjourn the meeting at 9:21 p.m.

The meeting was adjourned at 9:21 p.m.

Approved this _____ day of _____, 2023.

Mayor
Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: December 31, 2022 (D) Claims in the Amount of \$400,955.10
Paid by EFT Transactions and Check Numbers 160500
through 160573

SUGGESTED ACTION: **Action Requested 9/5/2023**

SUMMARY:

ATTACHMENTS:
123122D.rtf

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/26/2023 TO 1/26/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160501	ADVANCED TRAFFIC	PARTS FOR 2023	TRANSPORTATION	5,370.23
160502	AKTIVOV LLC	2023 ANNUAL MAINTENANCE/SUPPORT	PARK & RECREATION FAC	2,151.08
	AKTIVOV LLC		GENERAL	10,755.39
	AKTIVOV LLC		UTIL ADMIN	30,115.08
160503	ALL BATTERY SALES &	ELECTRICAL CONNECTORS, WIRE, FUSES	EQUIPMENT RENTAL	607.61
160504	AM TEST INC	INFLUENT TESTING	WASTE WATER TREATMENT	140.00
	AM TEST INC		WASTE WATER TREATMENT	390.00
160505	AMAZON CAPITAL	CARBURETOR, SNOW THROWER PART	SMALL ENGINE SHOP	21.86
	AMAZON CAPITAL	HEPA FILTER	CUSTODIAL SERVICES	124.16
160506	APPLIED CONCEPTS INC	ANTENNA REPAIR	GENERAL FUND	-13.54
	APPLIED CONCEPTS INC		POLICE PATROL	157.54
160507	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.40
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.40
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.40
	ARAMARK UNIFORM		SMALL ENGINE SHOP	7.49
	ARAMARK UNIFORM		EQUIPMENT RENTAL	68.78
	ARAMARK UNIFORM		EQUIPMENT RENTAL	69.60
	ARAMARK UNIFORM		SMALL ENGINE SHOP	69.83
	ARAMARK UNIFORM		EQUIPMENT RENTAL	72.50
	ARAMARK UNIFORM		EQUIPMENT RENTAL	75.03
	ARAMARK UNIFORM		EQUIPMENT RENTAL	78.85
160508	BANK OF AMERICA	SUPPLIES/EMPLOYEE APP.	CAPITAL EXPENDITURES	-119.10
	BANK OF AMERICA		EXECUTIVE ADMIN	43.74
	BANK OF AMERICA		RECREATION SERVICES	130.71
	BANK OF AMERICA		MEDICAL CLAIMS	159.27
	BANK OF AMERICA		COMMUNITY CENTER	443.22
160509	BANK OF AMERICA	SUPPLIES	COMMUNITY EVENTS	239.83
160510	BANK OF AMERICA	ADVERTISING/MEMBERSHIP	MEDICAL CLAIMS	104.81
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	457.58
	BANK OF AMERICA		LEGAL - PROSECUTION	849.00
160511	BANK OF AMERICA	POSTAGE	LEGAL-GENL	20.01
160512	BANK OF AMERICA	SIGNS/MEALS	MUNICIPAL COURTS	123.18
	BANK OF AMERICA		MUNICIPAL COURTS	166.22
160513	BICKFORD FORD	COOLING FAN MODULE ASSEMBLY P189	EQUIPMENT RENTAL	176.13
160514	BILLING DOCUMENT SPE	SALES TAX	UTILITY BILLING	88.14
160515	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	15,248.68
	CASCADE COLUMBIA		WASTE WATER TREATMENT	15,789.70
	CASCADE COLUMBIA		WASTE WATER TREATMENT	15,926.67
	CASCADE COLUMBIA		WASTE WATER TREATMENT	16,282.79
	CASCADE COLUMBIA		WASTE WATER TREATMENT	16,796.42
160516	CENTRAL WELDING SUPP	GLOVES	ER&R	59.40
160517	COOP SUPPLY	EXTENSION CORD	FACILITY MAINTENANCE	87.48
	COOP SUPPLY	SEWER/STORM SUPPLIES	SEWER MAIN COLLECTION	91.77
	COOP SUPPLY		STORM DRAINAGE	91.78
160518	CORE & MAIN LP	METERS	WATER SERVICE INSTALL	19,692.00
160519	CORRECTIONS, DEPT OF	INMATE PAY SEPTEMBER 2022	WATER RESERVOIRS	61.34
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	62.58
	CORRECTIONS, DEPT OF	INMATE PAY OCT 2022	ROADSIDE VEGETATION	63.29
	CORRECTIONS, DEPT OF	INMATE PAY SEPTEMBER 2022	WASTE WATER TREATMENT	90.37
	CORRECTIONS, DEPT OF	INMATE PAY NOV 2022	ROADSIDE VEGETATION	152.92
	CORRECTIONS, DEPT OF	INMATE PAY SEPTEMBER 2022	ROADSIDE VEGETATION	167.30

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/26/2023 TO 1/26/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160519	CORRECTIONS, DEPT OF	INMATE PAY OCT 2022	PARK & RECREATION FAC	295.93
	CORRECTIONS, DEPT OF	INMATE PAY NOV 2022	PARK & RECREATION FAC	343.37
160520	DAVIS DOOR	DOOR REPAIR	MAINT OF GENL PLANT	864.44
160521	E&E LUMBER	PVC ELBOW	GMA-PARKS	15.05
	E&E LUMBER	OFFICE SUPPLIES	PARK & RECREATION FAC	23.35
	E&E LUMBER	RPR COUPLING	WASTE WATER TREATMENT	34.64
	E&E LUMBER	MISC. FASTENER	PARK & RECREATION FAC	46.72
	E&E LUMBER	REDI MIX CONCRETE, PATIO BLOCK	GMA-PARKS	192.47
160522	ECONOMIC ALLIANCE	EASC ANNUAL DUES	NON-DEPARTMENTAL	15,000.00
160523	EDGE ANALYTICAL	SAMPLE 1040223497-ES BOOSTER	WATER QUAL TREATMENT	13.00
	EDGE ANALYTICAL	SAMPLE 1040230010-ES BOOSTER	WATER QUAL TREATMENT	13.00
	EDGE ANALYTICAL	SAMPLE 1040232433-ES BOOSTER	WATER QUAL TREATMENT	13.00
	EDGE ANALYTICAL	SAMPLE 1040232466-DEERING	WATER QUAL TREATMENT	13.00
	EDGE ANALYTICAL	SAMPLE 1040223368-ESTP	WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL	SAMPLE 1040230008-ESTP	WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL	SAMPLE 1040230012-ESTP	WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL	SAMPLE 1040230201-ESTP	WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL	SAMPLE 1040232288-ESTP	WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL	SAMPLE 1040232396-ESTP	WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL	SAMPLE 1040232434-ESTP	WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL	SAMPLE 1040232450-ESTP	WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL	SAMPLE 1040229897-RW, 1040229898-ESTP	WATER QUAL TREATMENT	46.00
	EDGE ANALYTICAL	SAMPLE 1040230007-RW, 1040232965-ESTP	WATER QUAL TREATMENT	46.00
	EDGE ANALYTICAL	SAMPLE 1040230015/1040230014 - ESTP	WATER QUAL TREATMENT	46.00
	EDGE ANALYTICAL	SAMPLE 1040232427-RW, 104032426-ESTP	WATER QUAL TREATMENT	46.00
	EDGE ANALYTICAL	SAMPLE ANALYSIS EWS WELL WATER	WATER QUAL TREATMENT	312.09
	EDGE ANALYTICAL	WATER ANALYSIS (HAA, THM)	WATER QUAL TREATMENT	1,359.60
160524	ENVIRO-CLEAN EQUIP	ROUND INLET/OUTLET SEAL	STORM DRAINAGE	171.22
	ENVIRO-CLEAN EQUIP		SEWER MAIN COLLECTION	171.22
160525	EVERETT STEEL CO	SHEET METAL J047	EQUIPMENT RENTAL	329.70
160526	EVERETT, CITY OF	ANIMAL CARE AT THE SHELTER	COMMUNITY SERVICES UNIT	403.10
	EVERETT, CITY OF	ANIMALS TO SHELTER - DEC 2022	COMMUNITY SERVICES UNIT	1,175.00
	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	1,663.20
160527	FERGUSON ENTERPRISES	SERVICE CHARGE FOR OCT 2022	WATER SERVICES	184.56
	FERGUSON ENTERPRISES	SERVICE CHARGE	WATER SERVICES	185.20
	FERGUSON ENTERPRISES	SERVICE CHARGE FOR DEC 2022	WATER SERVICES	271.65
	FERGUSON ENTERPRISES	OMNI, C2 MC AMR	WATER SERVICES	1,532.67
	FERGUSON ENTERPRISES		WATER SERVICE INSTALL	1,532.67
	FERGUSON ENTERPRISES		WATER SERVICE INSTALL	3,107.92
	FERGUSON ENTERPRISES		WATER SERVICES	4,230.89
160528	FORCE AMERICA DISTRI	ARC SENSOR/MOUNTING ASSEMBLY	SNOW & ICE REMOVAL	1,092.13
160529	GORDON TRUCK CENTER	DASH FRAME/PANEL ASSY H003	EQUIPMENT RENTAL	893.43
160530	GRAINGER	LATCH KIT	WASTE WATER TREATMENT	128.80
	GRAINGER	BLACK/ORANGE TAGS, STATUS TAGS	EQUIPMENT RENTAL	138.54
	GRAINGER	JOB SITE LIGHTS	SOLID WASTE OPERATIONS	457.62
	GRAINGER	GAS, CO, H2S, O2, LEL PENTANE	SEWER LIFT STATION	675.96
160531	HD FOWLER COMPANY	BLACK SBR GASKET	WATER DIST MAINS	8.94
	HD FOWLER COMPANY	GASKETS	WATER DIST MAINS	22.96
	HD FOWLER COMPANY	PIPE, ASPHALTIC COATED ANSI/AWWA	WATER DIST MAINS	1,238.05
160532	HERC RENTALS INC	MINI EXCAVATOR	PARK & RECREATION FAC	774.55
160533	HOME DEPOT PRO	MOP	CUSTODIAL SERVICES	37.81

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 1/26/2023 TO 1/26/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160533	HOME DEPOT PRO	SHERLOCK EXT POLE	ER&R	49.05
	HOME DEPOT PRO	BUCKET WITH LID, MOP	CUSTODIAL SERVICES	122.81
	HOME DEPOT PRO	BLACK SHELF	CUSTODIAL SERVICES	158.62
	HOME DEPOT PRO	TISSUE	CUSTODIAL SERVICES	190.19
	HOME DEPOT PRO	TISSUE, MOP	CUSTODIAL SERVICES	194.20
	HOME DEPOT PRO	PAPER TOWEL, CLEANER	CUSTODIAL SERVICES	431.78
	HOME DEPOT PRO	EYE WASH, SCRUBBER, SCRUB MOP	CUSTODIAL SERVICES	1,070.68
160534	INTERSTATE BATTERY	BATTERY	PUMPING PLANT	442.76
160535	LABOR & INDUSTRIES	ANNUAL OPERATING PERMIT	CAPITAL EXPENDITURES	118.53
160536	LAKESIDE INDUSTRIES	ASPHALT	ROADWAY MAINTENANCE	726.07
	LAKESIDE INDUSTRIES		ROADWAY MAINTENANCE	1,060.83
160537	LES SCHWAB TIRE CTR	SERVICE CALL FLAT TIRE H009	EQUIPMENT RENTAL	438.66
160538	LOOMIS	ARMORED TRUCK SERVICE - DEC 22	MUNICIPAL COURTS	85.32
	LOOMIS	ARMORED TRUCK SERVICE - NOV 22	MUNICIPAL COURTS	85.32
	LOOMIS	ARMORED TRUCK SERVICE - DEC 22	POLICE ADMINISTRATION	85.33
	LOOMIS		COMMUNITY	85.33
	LOOMIS		UTILITY BILLING	85.33
	LOOMIS	ARMORED TRUCK SERVICE - NOV 22	POLICE ADMINISTRATION	85.33
	LOOMIS		COMMUNITY	85.33
	LOOMIS		UTILITY BILLING	85.33
	LOOMIS	ARMORED TRUCK SERVICE - DEC 22	GOLF ADMINISTRATION	227.54
	LOOMIS	ARMORED TRUCK SERVICE - NOV 22	GOLF ADMINISTRATION	227.54
160539	LOWES HIW INC	CONCRETE	PARK & RECREATION FAC	56.49
	LOWES HIW INC	PLUMBING SUPPLIES	GMA-PARKS	128.14
	LOWES HIW INC	CONCRETE, LUMBER	PARK & RECREATION FAC	301.53
160540	MARYSVILLE, CITY OF	UTILITY SERVICE	GOLF ADMINISTRATION	219.74
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	420.31
160541	MOTOR TRUCKS	LED LOW PROFILE LAMP J020	EQUIPMENT RENTAL	57.79
160542	NELSON PETROLEUM	BULK OIL, DRUM PUMP	ER&R	2,353.55
160543	NURNBERG SCIENTIFIC	PH ELECTRODE ROSS ULTRA BNC	SUNNYSIDE FILTRATION	609.37
160544	NW MOBILE FLAGGING	FLAGGER CERTIFICATION	UTIL ADMIN	75.00
	NW MOBILE FLAGGING		UTIL ADMIN	75.00
	NW MOBILE FLAGGING		TRAINING	75.00
	NW MOBILE FLAGGING		UTIL ADMIN	150.00
	NW MOBILE FLAGGING		UTIL ADMIN	375.00
160545	ODP BUSINESS SOLUTIO	MEMO BOK	EQUIPMENT RENTAL	19.64
160546	OREILLY AUTO PARTS	BRAKE ROTORS/PAD SET J014	EQUIPMENT RENTAL	573.34
160547	P.F. PETTIBONE & CO	PAPER, MINUTE BOOK	CITY CLERK	18.95
	P.F. PETTIBONE & CO		CITY CLERK	132.95
	P.F. PETTIBONE & CO		CITY CLERK	178.00
160548	PACIFIC TOPSOILS	BRUSH DUMP	PARK & RECREATION FAC	35.55
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	47.40
	PACIFIC TOPSOILS		PARK & RECREATION FAC	59.25
	PACIFIC TOPSOILS		PARK & RECREATION FAC	59.25

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160548	PACIFIC TOPSOILS	BRUSH DUMP	PARK & RECREATION FAC	59.25
	PACIFIC TOPSOILS		PARK & RECREATION FAC	59.25
	PACIFIC TOPSOILS		PARK & RECREATION FAC	59.25
	PACIFIC TOPSOILS		PARK & RECREATION FAC	71.10
	PACIFIC TOPSOILS		PARK & RECREATION FAC	71.10
160549	PGC INTERBAY LLC	L & I FOR Q1/Q2	GOLF ADMINISTRATION	4,822.94
160550	PLATT ELECTRIC	HEX KEY SET	SOURCE OF SUPPLY	18.00
	PLATT ELECTRIC	COVER	PARK & RECREATION FAC	75.51
	PLATT ELECTRIC	LAMPS/LIGHTS FOR EFFLUENT BLDG	WASTE WATER TREATMENT	135.17
	PLATT ELECTRIC	PARTS FOR SANITATION TRUCK	SOLID WASTE OPERATIONS	3,175.66
160551	POTTS, JASON	UNION CONTRACT	SOLID WASTE OPERATIONS	15.91
160552	PUMPTECH HOLDINGS	AIR GAP PUMPS	SEWER CAPITAL PROJECTS	9,375.58
160553	SCORE	SCORE HOUSING DEC 2022	DETENTION & CORRECTION	12,261.12
160554	SHERWIN WILLIAMS	INTERIOR PAINT	PARK & RECREATION FAC	211.95
160555	SISKUN POWER EQUIPME	CHAIN LOOP, ENGINE OIL	PARK & RECREATION FAC	290.08
160556	SMARSH INC	TEXT MESSAGE ARCHIVING	MUNICIPAL COURTS	7.25
	SMARSH INC		CITY CLERK	7.25
	SMARSH INC		COMMUNITY	7.25
	SMARSH INC		CRIME PREVENTION	7.25
	SMARSH INC		COMMUNITY SERVICES UNIT	7.25
	SMARSH INC		PROPERTY TASK FORCE	7.25
	SMARSH INC		RECREATION SERVICES	7.25
	SMARSH INC		PARK & RECREATION FAC	7.25
	SMARSH INC		LEGAL-GENL	7.25
	SMARSH INC		GENERAL	7.25
	SMARSH INC		EQUIPMENT RENTAL	7.25
	SMARSH INC		FACILITY MAINTENANCE	7.25
	SMARSH INC		YOUTH SERVICES	14.50
	SMARSH INC		WATER QUAL TREATMENT	14.50
	SMARSH INC		FINANCE-GENL	21.75
	SMARSH INC		PERSONNEL ADMINISTRATION	21.75
	SMARSH INC		SOLID WASTE CUSTOMER	21.75
	SMARSH INC		CUSTODIAL SERVICES	29.00
	SMARSH INC		GIS SERVICES IS	29.00
	SMARSH INC		COMPUTER SERVICES	31.18
	SMARSH INC		COMMUNITY	36.25
	SMARSH INC		GENERAL	36.25
	SMARSH INC		LEGAL - PROSECUTION	43.50
	SMARSH INC		OFFICE OPERATIONS	43.50
	SMARSH INC		COMMUNITY SERVICES UNIT	43.50
	SMARSH INC		STORM DRAINAGE	58.00
	SMARSH INC		POLICE INVESTIGATION	65.25
	SMARSH INC		EXECUTIVE ADMIN	72.50
	SMARSH INC		DETENTION & CORRECTION	79.75
	SMARSH INC		WASTE WATER TREATMENT	79.75
	SMARSH INC		UTIL ADMIN	87.00
	SMARSH INC		POLICE ADMINISTRATION	123.25
	SMARSH INC		ENGR-GENL	137.75
	SMARSH INC		POLICE PATROL	449.50
160557	SOLID WASTE SYSTEMS	SERVICE CALL J065	SOLID WASTE OPERATIONS	1,652.71
160558	SOUND SAFETY	UNIFORM - GARVIN	EQUIPMENT RENTAL	128.57

**CITY OF MARYSVILLE
 INVOICE LIST**

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160558	SOUND SAFETY	UNIFORM - FRISINGER	CUSTODIAL SERVICES	324.85
160559	SPRINGBROOK NURSERY	WOOD DEBRIS/BARK DUMP FEE	GMA-PARKS	112.48
	SPRINGBROOK NURSERY	CRUSHED ROCK	PARK & RECREATION FAC	1,771.25
160560	STATE PATROL	FINGERPRINT ID SERVICE - PD	INTERGOVERNMENTAL	384.25
160561	STERICYCLE, INC.	MONTHLY SERVICE	PERSONNEL ADMINISTRATION	4.56
160562	SUMMIT LAW GROUP	LABOR RELATIONS	PERSONNEL ADMINISTRATION	2,232.00
160563	SUNBELT RENTALS	TRACTOR RENTAL KUBOTA L2501	GMA-PARKS	930.19
160564	SUPERIOR RESTROOMS	PORTABLE RESTROOM SERVICE	ROADSIDE VEGETATION	142.22
	SUPERIOR RESTROOMS		ROADSIDE VEGETATION	142.22
160565	TEREX UTILITES	ANNUAL BUCKET INSPECTION J005	EQUIPMENT RENTAL	1,311.30
160566	THYSSENKRUPP ELEVATO	PLATINUM MAINTENANCE ELEVATOR	PUBLIC SAFETY BLDG	346.82
	THYSSENKRUPP ELEVATO	PLATINUM MAINTENANCE ELEVATOR	CITY HALL	346.82
160567	TRAFFIC SAFETY SUPPL	PUNCH/ANCHOR POST	TRANSPORTATION	9,244.30
160568	TRUE NORTH EQUIPMENT	PIVOT ARM CYLINDER	ER&R	1,118.01
160569	UNITED RECYCLING	50 YARD DROP BOX	GMA-PARKS	1,146.96
160570	UNITED RENTALS	CONTAINER RENTAL	PARK & RECREATION FAC	121.72
	UNITED RENTALS		PARK & RECREATION FAC	121.72
	UNITED RENTALS		PARK & RECREATION FAC	121.72
160571	UNITED SITES OF MARY	ADA RESTROOM SERVICE	PARK & RECREATION FAC	232.40
	UNITED SITES OF MARY	ADA RESTROOM SERVICE, SANI REFILL	PARK & RECREATION FAC	282.20
	UNITED SITES OF MARY	ADA REST, HAND SANI REFILL	PARK & RECREATION FAC	986.60
160572	USA BLUEBOOK	BOD BOTTLES	WASTE WATER TREATMENT	544.35
	USA BLUEBOOK	HACH PARAMETER METER	WASTE WATER TREATMENT	1,666.10
160573	WESTERN SYSTEMS	REPLACEMENT SIGNAL HEAD	TRANSPORTATION	1,244.36

WARRANT TOTAL: 264,647.03

160500 STATE OF WASHINGTON EXCISE TAXES – DEC 2022 136,308.07

REASON FOR VOIDS:

WARRANT TOTAL: \$400,955.10

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: February 8, 2023 Claims in the Amount of \$548,085.83 Paid by EFT Transactions and Check Numbers 160795 through 160894 with Check Numbers 160543 and 160724 Voided

SUGGESTED ACTION: **Action Requested 9/5/2023**

SUMMARY:

ATTACHMENTS:
020823.rtf

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/8/2023 TO 2/8/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160795	US BANK	PODIUM RETURN CREDIT	CAPITAL EXPENDITURES	-551.49
	US BANK	TRAINING REFUND - SAN MIGUEL	POLICE TRAINING-FIREARMS	-499.00
	US BANK	SALES TAX	GENERAL FUND	-12.23
	US BANK	AWS MONTHLY CHARGE	COMPUTER SERVICES	1.09
	US BANK	WSDOT TRAVEL FEES	POLICE ADMINISTRATION	2.75
	US BANK	UPS LATE FEE	POLICE PATROL	3.71
	US BANK	UPS LATE FEES	POLICE PATROL	4.62
	US BANK	WSDOT TRAVEL FEES	POLICE ADMINISTRATION	5.40
	US BANK	FLAGGER TRAINING SUPPLIES	STORM DRAINAGE	7.41
	US BANK		GENERAL	7.41
	US BANK		UTIL ADMIN	7.41
	US BANK		WASTE WATER TREATMENT	7.41
	US BANK	WSDOT TRAVEL FEES	POLICE PATROL	8.25
	US BANK	RADIO INSTALL KIT - V033	EQUIPMENT RENTAL	17.57
	US BANK	REPAIR SUPPLIES	POLICE PATROL	18.58
	US BANK	WSDOT TRAVEL FEES	POLICE PATROL	18.75
	US BANK	ESW EXPENDITURES	EMBEDDED SOCIAL WORKER	20.94
	US BANK	EASC LEGISLATIVE KICKOFF - JAMES	CITY COUNCIL	25.00
	US BANK	EASC LEGISLATIVE KICKOFF - NEHRING	EXECUTIVE ADMIN	25.00
	US BANK	WORKING LUNCH	EXECUTIVE ADMIN	34.89
	US BANK	PARKS SIGNAGE	RECREATION SERVICES	36.09
	US BANK	RADIO ROOM HARDWARE	EXECUTIVE ADMIN	36.42
	US BANK	FRAUDULENT CHARGE	EXECUTIVE ADMIN	59.58
	US BANK	COPIER PAPER	CITY CLERK	59.79
	US BANK	SCC DEC EVENT - NEHRING	EXECUTIVE ADMIN	60.34
	US BANK	IS NAME PLATES	COMPUTER SERVICES	60.65
	US BANK	COUNCIL WORKROOM PHOTO FRAME	CAPITAL EXPENDITURES	65.20
	US BANK	MCC OPEN HOUSE SUPPLIES	EXECUTIVE ADMIN	65.26
	US BANK	CIVIC CENTER MATERIALS	CAPITAL EXPENDITURES	66.92
	US BANK	MONITOR RISERS	CITY CLERK	78.78
	US BANK	IS NAME PLATES	COMPUTER SERVICES	80.19
	US BANK	BAT RENEWAL - GESSNER, GILBERT	UTIL ADMIN	84.00
	US BANK	COMMUNITY CENTER SIGNS	COMMUNITY CENTER	85.30
	US BANK	STARLINK EQUIPMENT FOR EOC	EXECUTIVE ADMIN	99.00
	US BANK	COPIER PAPER	CITY CLERK	119.58
	US BANK	DUES - LAWLESS	POLICE ADMINISTRATION	120.00
	US BANK	TRAINING - BILLIEU	UTIL ADMIN	120.00
	US BANK	ZOOM MONTHLY SUBSCRIPTION	COMMUNITY	120.34
	US BANK	SCC DEC EVENT - CONDYLES/JAMES	CITY COUNCIL	120.68
	US BANK	UNIFORMS	POLICE PATROL	130.05
	US BANK	SNOW PLOW REPAIR PARTS	EQUIPMENT RENTAL	131.23
	US BANK	ABOARD SIGNAGE	COMMUNITY CENTER	142.36
	US BANK	LODGING - BILLIEU	UTIL ADMIN	144.01
	US BANK	TRAINING - KEEFE, PALITZ	UTIL ADMIN	154.50
	US BANK	ALL-CITY EMPLOYEE LUNCH	MEDICAL CLAIMS	155.00
	US BANK	SANTA TENT SUPPLIES	COMMUNITY EVENTS	161.52
	US BANK	ALL CITY EMPLOYEE LUNCH SUPPLIES	MEDICAL CLAIMS	163.28
	US BANK	VACUUM	CUSTODIAL SERVICES	174.87
	US BANK	EMPLOYEE APPRECIATION	FINANCE-GENL	186.59
	US BANK	MONITOR RISERS	FINANCE-GENL	196.81
	US BANK	COMMUNITY CENTER FRIDGE	GMA-PARKS	196.91

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160795	US BANK	EVENT ROSES	RECREATION SERVICES	207.85
	US BANK	MCC SUPPLIES	CAPITAL EXPENDITURES	212.84
	US BANK	IACP DUES - LAWLESS	POLICE ADMINISTRATION	240.00
	US BANK	TOOL SET	CIVIC CENTER	240.64
	US BANK	CAMERA FOR BADGE PHOTOS	CAPITAL EXPENDITURES	261.47
	US BANK	DUO MONTHLY SUBSCRIPTION	COMPUTER SERVICES	275.00
	US BANK	LODGING - ALBANESE	POLICE PATROL	288.02
	US BANK	2023 PW PESTICIDE RENEWALS	UTIL ADMIN	309.00
	US BANK	MCC SUPPLIES	CAPITAL EXPENDITURES	309.56
	US BANK	AWC REGISTRATION - JAMES/CONDYLES	CITY COUNCIL	400.00
	US BANK	SURVEY MONKEY SUBSCRIPTION	POLICE INVESTIGATION	433.22
	US BANK	TRAINING SUPPLIES	POLICE PATROL	466.51
	US BANK	TRAINING - DIETZ	UTIL ADMIN	475.00
	US BANK	GLOVES	POLICE PATROL	491.97
	US BANK	SURVEY MONKEY SUBSCRIPTION	EXECUTIVE ADMIN	511.99
	US BANK	PD OFFICER PHOTOS	POLICE ADMINISTRATION	518.48
	US BANK	FLOOR JACK	POLICE PATROL	522.07
	US BANK	CANOPIES	RECREATION SERVICES	590.74
	US BANK	NLC FLIGHT - NEHRING	EXECUTIVE ADMIN	592.59
	US BANK	LODGING - DIETZ	UTIL ADMIN	625.52
	US BANK	NLC CITY SUMMIT - NEHRING	EXECUTIVE ADMIN	780.00
	US BANK	VACUUMS	CUSTODIAL SERVICES	874.35
	US BANK	HIRING EXPO/TRAINING - SAN MIGUEL	POLICE TRAINING-FIREARMS	894.00
	US BANK	PW WATER WORKS RENEWALS	UTIL ADMIN	924.00
	US BANK	GUN SAFE	POLICE PATROL	949.99
	US BANK	NLC FLIGHTS - RICHARDS/STEVENS	CITY COUNCIL	1,174.21
	US BANK	POLYGRAPH SUPPLIES	POLICE INVESTIGATION	1,225.14
	US BANK	TRAINING	POLICE TRAINING-FIREARMS	1,508.00
	US BANK	NLC CITY SUMMIT	CITY COUNCIL	2,181.28
	US BANK	BACKPACK VACUUMS	CUSTODIAL SERVICES	2,290.84
	US BANK	NLC CITY SUMMIT - COUNCIL	CITY COUNCIL	3,915.00
160796	LICENSING, DEPT OF	DRIVING ABSTRACT - MCDANIEL	PERSONNEL ADMINISTRATION	15.00
160797	LICENSING, DEPT OF	DRIVING ABSTRACT - MANIBUSAN	PERSONNEL ADMINISTRATION	15.00
160798	LICENSING, DEPT OF	DRIVING ABSTRACT - NESS	PERSONNEL ADMINISTRATION	15.00
160799	LICENSING, DEPT OF	DRIVING ABSTRACT - GINNARD	PERSONNEL ADMINISTRATION	15.00
160800	BOYD, RAE	CONTRACT NURSE SERVICE	DETENTION & CORRECTION	33,700.00
160801	911 SUPPLY INC.	UNIFORM - RAMOS	DETENTION & CORRECTION	16.42
	911 SUPPLY INC.	UNIFORM - WASHBURN	DETENTION & CORRECTION	16.42
	911 SUPPLY INC.		DETENTION & CORRECTION	50.89
	911 SUPPLY INC.	UNIFORM - SAN GAY	POLICE PATROL	60.18
	911 SUPPLY INC.	UNIFORM - MCKENNA	POLICE PATROL	125.81
	911 SUPPLY INC.	UNIFORM - MILLER	COMMUNITY SERVICES UNIT	147.69
160802	AG SPRAY EQUIPMENT	THREADED BALL	SNOW & ICE REMOVAL	77.69
160803	ALEXANDER PRINTING	AWARD CEREMONY INVITES	POLICE ADMINISTRATION	91.16
	ALEXANDER PRINTING	PRINT SERVICE - MOSALSKY	COMMUNITY SERVICES UNIT	126.63
160804	AMAZON CAPITAL	PENS	CITY CLERK	8.75
	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	9.61
	AMAZON CAPITAL	MECHANICAL PENCIL, PAPER	UTILITY BILLING	16.76
	AMAZON CAPITAL		CITY CLERK	16.77
	AMAZON CAPITAL		ENGR-GENL	16.77
	AMAZON CAPITAL	TISSUE, ENVELOPES	CITY CLERK	18.44

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160804	AMAZON CAPITAL	LYSOL WIPES	RECREATION SERVICES	19.56
	AMAZON CAPITAL	TISSUE, ENVELOPES	FINANCE-GENL	29.17
	AMAZON CAPITAL	SUPPLIES - FATHER/DAUGHTER DANCE	RECREATION SERVICES	33.98
	AMAZON CAPITAL	WELLNESS BOWLING DECORATIONS	PERSONNEL ADMINISTRATION	45.90
	AMAZON CAPITAL	MOUSE	IS REPLACEMENT ACCOUNTS	55.30
	AMAZON CAPITAL	WIRELESS KEYBOARD/MOUSE	COMMUNITY	64.54
	AMAZON CAPITAL	SUPPLIES	DETENTION & CORRECTION	65.60
	AMAZON CAPITAL	CALENDARS	UTIL ADMIN	80.72
	AMAZON CAPITAL	LEGAL FILE FOLDERS	CITY CLERK	96.86
	AMAZON CAPITAL	AWARDS CEREMONY	POLICE ADMINISTRATION	111.55
	AMAZON CAPITAL	TIARAS	RECREATION SERVICES	118.66
	AMAZON CAPITAL	HARD DRIVE REPLACEMENT	IS REPLACEMENT ACCOUNTS	135.52
	AMAZON CAPITAL	SUPPLIES	DETENTION & CORRECTION	144.20
	AMAZON CAPITAL	MECHANICAL PENCIL, PAPER	FINANCE-GENL	159.68
	AMAZON CAPITAL	HP PRINTER	MUNICIPAL COURTS	185.97
	AMAZON CAPITAL	SUPPLIES	COMMUNITY SERVICES UNIT	237.57
	AMAZON CAPITAL		POLICE INVESTIGATION	279.90
	AMAZON CAPITAL	SUPPLIES - FATHER/DAUGHTER DANCE	RECREATION SERVICES	318.42
	AMAZON CAPITAL	PHONE CASES	COMPUTER SERVICES	318.65
	AMAZON CAPITAL	OPERATING SUPPLIES	COMPUTER SERVICES	677.22
	AMAZON CAPITAL	STORAGE RACKS	COMPUTER SERVICES	983.61
	AMAZON CAPITAL	GREEN BEACONS	POLICE PATROL	1,137.00
	AMAZON CAPITAL	MITEL PHONES	IS REPLACEMENT ACCOUNTS	1,602.70
160805	APS, INC.	POSTAGE MACHINE RENTAL	CITY CLERK	23.71
	APS, INC.		EXECUTIVE ADMIN	23.71
	APS, INC.		FINANCE-GENL	23.71
	APS, INC.		PERSONNEL ADMINISTRATION	23.71
	APS, INC.		UTILITY BILLING	23.71
	APS, INC.		LEGAL - PROSECUTION	23.71
	APS, INC.		POLICE INVESTIGATION	39.11
	APS, INC.		POLICE PATROL	39.11
	APS, INC.		OFFICE OPERATIONS	39.11
	APS, INC.		DETENTION & CORRECTION	39.11
	APS, INC.		POLICE ADMINISTRATION	39.12
	APS, INC.		COMMUNITY	48.21
	APS, INC.		ENGR-GENL	48.21
	APS, INC.		UTIL ADMIN	48.21
	APS, INC.	INKJET CARTRIDGE SET	LEGAL - PROSECUTION	84.23
	APS, INC.		CITY CLERK	84.24
	APS, INC.		EXECUTIVE ADMIN	84.24
	APS, INC.		FINANCE-GENL	84.24
	APS, INC.		PERSONNEL ADMINISTRATION	84.24
	APS, INC.		UTILITY BILLING	84.24
160806	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	36.70
160807	ASSOC OF SHERIFFS	DUES - ELTON	POLICE ADMINISTRATION	75.00
	ASSOC OF SHERIFFS	DUES - FRANZEN	POLICE ADMINISTRATION	75.00
	ASSOC OF SHERIFFS	DUES FOR WASPC	POLICE ADMINISTRATION	590.00
160808	ATSI	CALIBRATION SERVICE	TRANSPORTATION	1,201.88
160809	BEKINS NORTHWEST	MCC MOVING SERVICE	FACILITY REPLACEMENT	215.04
160810	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	522.72
160811	BRAKE AND CLUTCH	PUSH/PULL PARK BRAKE VALVE	EQUIPMENT RENTAL	241.56

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/8/2023 TO 2/8/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160812	CASCADE MACHINERY	SERVICE CALL ON 6/9/22 TO WWTP	WASTE WATER TREATMENT	1,392.66
160813	CITIES DIGITAL, INC.	LASERFICHE LICENSING RENEWAL	COMPUTER SERVICES	54,343.36
160814	COMCAST	ACCT #8498310021752089	COMPUTER SERVICES	599.70
160815	COPIERS NORTHWEST	CANON PRINTER/COPIER	PROPERTY TASK FORCE	58.10
	COPIERS NORTHWEST		PROBATION	185.70
	COPIERS NORTHWEST		GENERAL	197.62
	COPIERS NORTHWEST		UTILITY BILLING	216.28
	COPIERS NORTHWEST		CITY CLERK	241.24
	COPIERS NORTHWEST		FINANCE-GENL	241.24
	COPIERS NORTHWEST		ENGR-GENL	316.14
	COPIERS NORTHWEST		WASTE WATER TREATMENT	321.23
	COPIERS NORTHWEST		LEGAL - PROSECUTION	416.10
	COPIERS NORTHWEST		MUNICIPAL COURTS	453.69
	COPIERS NORTHWEST		EXECUTIVE ADMIN	482.66
	COPIERS NORTHWEST		COMMUNITY	550.65
	COPIERS NORTHWEST		DETENTION & CORRECTION	619.51
	COPIERS NORTHWEST		UTIL ADMIN	651.41
	COPIERS NORTHWEST		PARK & RECREATION FAC	704.53
	COPIERS NORTHWEST		POLICE INVESTIGATION	853.17
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	976.87
	COPIERS NORTHWEST		POLICE PATROL	1,000.76
	COPIERS NORTHWEST		OFFICE OPERATIONS	1,943.63
160816	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	6,752.00
160817	DE-EL ENTERPRISES	ROLLER SHADES FOR WALL FIXTURE	OFFICE OPERATIONS	3,238.24
	DE-EL ENTERPRISES	CELL SHADES	GMA-PARKS	8,308.93
160818	DELL	STORAGE RACK/LAPTOP CASES	COMPUTER SERVICES	371.29
160819	DESIGNER STUDIO	FATHER DAUGHTER DANCE PHOTOS	RECREATION SERVICES	1,279.98
160820	DICKS TOWING	TOWING 105YTS	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-4227	POLICE PATROL	77.54
	DICKS TOWING	TOWING BGS6253	POLICE PATROL	77.54
	DICKS TOWING	TOWING CDA 9369	POLICE PATROL	77.54
	DICKS TOWING	TOWING CDB4066	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-000227	POLICE PATROL	2,959.27
160821	DIMENSIONAL COMMUNITY	MICROPHONES	CAPITAL EXPENDITURES	4,441.09
160822	EVERETT HYDRAULICS	CYLINDER ASSEMBLY	EQUIPMENT RENTAL	776.72
160823	EVERETT STAMP WORKS	DETECTIVE STAMPERS	POLICE INVESTIGATION	63.07
160824	EVERETT, CITY OF	ANIMAL CARE AT THE SHELTER	COMMUNITY SERVICES UNIT	60.00
	EVERETT, CITY OF		COMMUNITY SERVICES UNIT	60.00
160825	FAMILY PET MEDICAL	K-9 TRAINING	K9 PROGRAM	62.58
160826	FCS GROUP	COST OF SERVICE STUDY	COMMUNITY	2,550.75
160827	FEDEX	SHIPPING	WASTE WATER TREATMENT	29.04
	FEDEX		WATER SERVICES	405.12
160828	FISHERIES SUPPLY	AUTO CHARGING RELAY	EQUIPMENT RENTAL	266.00
160829	GARBUTT, JOHN & PATT	UTILITY BILLING REFUND	WATER/SEWER OPERATION	82.79
160830	GENERAL EQUIPMENT	35 GALLON SCHAEFER LIDS	SOLID WASTE OPERATIONS	1,564.42
	GENERAL EQUIPMENT	GRAY SHAEFER CARTS WITH LIDS	SOLID WASTE OPERATIONS	11,804.40
160831	GOVCONNECTION INC	IP PHONES	IS REPLACEMENT ACCOUNTS	2,281.09
160832	GRAINGER	ADAPTER	WASTE WATER TREATMENT	96.15
	GRAINGER	BOLT EXTRACTOR KITS - H016 & H008	STORM DRAINAGE	125.73
	GRAINGER		SEWER MAIN COLLECTION	125.74
160833	HARGROVE, KIMBERLY	DJ/INSTRUCTION FOR SENIOR DANCE	OPERA HOUSE	200.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/8/2023 TO 2/8/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160834	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
160835	HD FOWLER COMPANY	CREDIT FOR INV I6308457	STORM DRAINAGE	-88.59
	HD FOWLER COMPANY	CORRUGATED SPLIT END CAP, ADS TEE	STORM DRAINAGE	50.90
	HD FOWLER COMPANY	ADS WALL PIPE	STORM DRAINAGE	88.59
	HD FOWLER COMPANY	COUPLING, GASKET, PIPE, PAINT	WASTE WATER TREATMENT	1,602.59
160836	HOLT, EVERETT JR	UTILITY BILLING REFUND	WATER/SEWER OPERATION	314.59
160837	HUDSON, SALLY	INSTRUCTOR SERVICE	RECREATION SERVICES	108.00
160838	HURRICANE BUTTERFLY	FIREARM SUPPLIES	POLICE TRAINING-FIREARMS	946.64
160839	JJ POLYGRAPH SERVICE	PRE-EMPLOYMENT POLYGRAPH	POLICE ADMINISTRATION	250.00
	JJ POLYGRAPH SERVICE		POLICE ADMINISTRATION	250.00
160840	JULZ ANIMAL HOUZ	K-9 SUPPLIES	K9 PROGRAM	6.73
	JULZ ANIMAL HOUZ		K9 PROGRAM	18.75
160841	JUSTICE, MCKENZIE	UTILITY BILLING REFUND	GARBAGE	108.07
160842	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
160843	LASTING IMPRESSIONS	SRO UNIFORMS	YOUTH SERVICES	28.88
	LASTING IMPRESSIONS	JACKET EMBROIDERY FOR STAFF	CITY CLERK	42.58
	LASTING IMPRESSIONS		COMMUNITY	127.74
	LASTING IMPRESSIONS		UTILITY BILLING	191.68
160844	LAW ENFORCE SEMINARS	TRAINING REGISTRATION - STEWART	POLICE TRAINING-FIREARMS	425.00
160845	LEE, DARRYL	INSTRUCTOR/ARMORER CERT	DETENTION & CORRECTION	172.50
160846	LEIRA	MEMBERSHIP RENEWAL - ORSBORN	OFFICE OPERATIONS	50.00
160847	LES SCHWAB TIRE CTR	REPAIR FLAT TIRE	EQUIPMENT RENTAL	87.49
	LES SCHWAB TIRE CTR	TRACTION CAP DRIVE AXLE TIRE	ER&R	259.94
160848	LOWES HIW INC	SURFACE MOUNTED ACCESS	CIVIC CENTER	202.54
160849	MARYSVILLE, CITY OF	UTILITY SERVICE	PARK & RECREATION FAC	222.24
160850	MCLOUGHLIN & EARDLEY	FLANGE KIT, RESPONDER	ER&R	1,496.66
160851	MILNER, JACOB	RENEWAL GIS PROFESSIONAL	GIS SERVICES IS	157.00
160852	NATIONAL BARRICADE	PARKING SIGNS	TRANSPORTATION	154.92
160853	NAVIA BENEFIT	PARTICIPANT FEE - JAN 2023	PERSONNEL ADMINISTRATION	184.90
160854	NORTH SOUND EMERGENCY	INMATE MEDICAL CARE	DETENTION & CORRECTION	517.00
160855	NORTH SOUND HOSE	PARTS FOR WASH GUNS FOR H008/H016	STORM DRAINAGE	149.48
160856	ODP BUSINESS SOLUTIONS	SUPPLIES	POLICE PATROL	31.36
	ODP BUSINESS SOLUTIONS	ADDRESS STAMP	PERSONNEL ADMINISTRATION	36.75
	ODP BUSINESS SOLUTIONS	SUPPLIES	POLICE PATROL	76.56
	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	WASTE WATER TREATMENT	90.95
	ODP BUSINESS SOLUTIONS	SUPPLIES	OFFICE OPERATIONS	209.70
	ODP BUSINESS SOLUTIONS	TONER	OFFICE OPERATIONS	255.76
	ODP BUSINESS SOLUTIONS	LABELS	OFFICE OPERATIONS	294.02
	ODP BUSINESS SOLUTIONS	SUPPLIES	POLICE PATROL	316.29
	ODP BUSINESS SOLUTIONS	TONER	POLICE PATROL	344.24
	ODP BUSINESS SOLUTIONS		POLICE ADMINISTRATION	685.44
	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	UTIL ADMIN	1,111.39
160857	OREILLY AUTO PARTS	ALTERNATOR, MICRO-V BELT	EQUIPMENT RENTAL	172.53
160858	OTTAK, DANIEL	UTILITY BILLING REFUND	GARBAGE	146.37
160859	PEACE OF MIND	PLANNING COMMISSION MINUTES	COMMUNITY	126.00
	PEACE OF MIND	COUNCIL WORK SESSION	CITY CLERK	126.00
	PEACE OF MIND	COUNCIL WORK SESSION	CITY CLERK	259.20
160860	PLANNING ASSOCIATION	PAW MEMBERSHIP RENEWAL	COMMUNITY	450.00
160861	PLATT ELECTRIC	PVC AND CONDUITS	SOLID WASTE OPERATIONS	696.83
160862	PREMIER GOLF CENTERS	2022 MANAGEMENT FEE INCENTIVE	GOLF ADMINISTRATION	25,390.62
160863	PROFORCE LAW	GUN MOUNT	POLICE TRAINING-FIREARMS	8,140.67

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/8/2023 TO 2/8/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160864	PUD	1404 5TH ST	PUBLIC SAFETY BLDG	154.97
160865	PUD	ACCT #205283641	STREET LIGHTING	10.82
	PUD	ACCT #205026479	STREET LIGHTING	11.84
	PUD		STREET LIGHTING	18.53
	PUD	ACCT #204584361	STREET LIGHTING	18.69
	PUD	ACCT #202177861	PUMPING PLANT	19.50
	PUD	ACCT #201380995	PUMPING PLANT	21.59
	PUD	ACCT #200998532	PARK & RECREATION FAC	23.42
	PUD	ACCT #202791166	PUMPING PLANT	24.49
	PUD	ACCT #204584361	STREET LIGHTING	24.78
	PUD	ACCT #221303498	STREET LIGHTING	37.23
	PUD	ACCT #202368536	TRANSPORTATION	49.28
	PUD	ACCT #202102190	TRANSPORTATION	56.76
	PUD	ACCT #220153100	TRANSPORTATION	62.82
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	63.23
	PUD	ACCT #222592917	PARK & RECREATION FAC	63.30
	PUD	ACCT #202183679	TRANSPORTATION	72.09
	PUD	ACCT #200800704	STREET LIGHTING	73.43
	PUD	ACCT #200869303	TRANSPORTATION	73.88
	PUD	ACCT #202220760	GOLF ADMINISTRATION	102.24
	PUD	ACCT #202576112	STREET LIGHTING	130.41
	PUD	ACCT #201931193	PARK & RECREATION FAC	132.38
	PUD	ACCT #202368197	PUMPING PLANT	138.98
	PUD	ACCT #222871949	PARK & RECREATION FAC	146.67
	PUD	ACCT #201670890	TRANSPORTATION	190.22
	PUD	ACCT #203344585	STREET LIGHTING	208.16
	PUD	ACCT #200084150	TRANSPORTATION	261.62
	PUD	ACCT #200164598	SOURCE OF SUPPLY	307.25
	PUD	ACCT #201147253	PUMPING PLANT	638.16
	PUD	ACCT #201639630	GOLF ADMINISTRATION	999.70
	PUD	ACCT #202604203	STREET LIGHTING	1,796.34
	PUD	ACCT #202576112	STREET LIGHTING	2,477.96
	PUD	ACCT #202604203	STREET LIGHTING	2,694.51
	PUD	ACCT #201577921	PUMPING PLANT	4,893.38
	PUD	ACCT #202882098	STREET LIGHTING	9,102.62
	PUD		STREET LIGHTING	14,237.45
160866	QAIFA, EMAD	UTILITY BILLING REFUND	WATER/SEWER OPERATION	6.89
160867	REECE TRUCKING	WASHED UTILITY SAND	SNOW & ICE REMOVAL	4,831.40
160868	REED, MIKE	UTILITY BILLING REFUND	WATER/SEWER OPERATION	211.66
160869	ROUNDS, JASON	UTILITY BILLING REFUND	WATER/SEWER OPERATION	44.86
160870	ROUNDS, JASON	UTILITY BILLING REFUND	WATER/SEWER OPERATION	95.92
160871	SCHAAF, KORTNEY	UTILITY BILLING REFUND	WATER/SEWER OPERATION	132.53
160872	SIX ROBBLEES INC	RUBBER HOOD CATCH WITH BRACKET	EQUIPMENT RENTAL	14.02
	SIX ROBBLEES INC		EQUIPMENT RENTAL	20.29
160873	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	STORM DRAINAGE	4,578.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	226,543.00
160874	SNO CO TREASURER	MEDICAL COSTS AT SCJ	DETENTION & CORRECTION	5,867.79
160875	SNO CO TREASURER	GUN RANGE FEE	POLICE TRAINING-FIREARMS	3,060.00
160876	SOUND PUBLISHING	ORDINANCE 3255	CITY CLERK	36.24
160877	SOUND PUBLISHING	ORDINANCE 3254	CITY CLERK	36.24
160878	SOUND PUBLISHING	ORDINANCE 3251	CITY CLERK	46.56

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/8/2023 TO 2/8/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160879	SOUND PUBLISHING	ORDINANCE 3252	CITY CLERK	34.52
160880	SOUND PUBLISHING	ORDINANCE 3253	CITY CLERK	65.48
160881	STERICYCLE, INC.	CONTAINER REMOVAL/SERVICE	CITY CLERK	74.62
160882	STILLAGUAMISH OUTDOOR	ADVERTISING	POLICE ADMINISTRATION	6,000.00
160883	STRAWBERRY LANES	BOWLING TOURNAMENT	PERSONNEL ADMINISTRATION	1,624.46
160884	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	257.11
160885	USA BLUEBOOK	NITROGEN-AMMONIA TEST SETS	WASTE WATER TREATMENT	443.07
160886	VERIZON	WIRELESS SERVICE	PURCHASING/CENTRAL	30.20
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		EQUIPMENT RENTAL	83.18
	VERIZON		PERSONNEL ADMINISTRATION	125.76
	VERIZON		WATER QUAL TREATMENT	161.78
	VERIZON		CITY CLERK	172.68
	VERIZON		OFFICE OPERATIONS	212.78
	VERIZON		PARK & RECREATION FAC	234.58
	VERIZON		RECREATION SERVICES	234.58
	VERIZON		FACILITY MAINTENANCE	284.20
	VERIZON		MUNICIPAL COURTS	289.64
	VERIZON		FINANCE-GENL	295.87
	VERIZON		COMMUNITY SERVICES UNIT	338.45
	VERIZON		WATER SUPPLY MAINS	400.12
	VERIZON		POLICE INVESTIGATION	419.20
	VERIZON		SOLID WASTE CUSTOMER	421.50
	VERIZON		EXECUTIVE ADMIN	440.16
	VERIZON		SEWER MAIN COLLECTION	498.71
	VERIZON		DETENTION & CORRECTION	514.19
	VERIZON		LEGAL-GENL	528.86
	VERIZON		POLICE ADMINISTRATION	608.69
	VERIZON		STORM DRAINAGE	679.94
	VERIZON		COMMUNITY	682.85
	VERIZON		GENERAL	736.60
	VERIZON	AMR LINES	METER READING	1,008.76
	VERIZON	WIRELESS SERVICE	COMPUTER SERVICES	1,015.62
	VERIZON		ENGR-GENL	1,661.79
	VERIZON		UTIL ADMIN	2,323.45
	VERIZON		POLICE PATROL	3,034.31
160887	VOLUNTEERS OF AMERICA	COMMERCE GRANT - COVID RELIEF	COMMUNITY	219.90
160888	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	782.21
160889	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	65.85
160890	ZIPLY FIBER	ACCT #3606534028	CITY HALL	126.43
160891	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	67.57
160892	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	67.42
160893	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	67.42
160894	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	124.04

DATE: 2/9/2023
TIME: 11:34:10AM

CITY OF MARYSVILLE
INVOICE LIST
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			WARRANT TOTAL:	<u>548,734.56</u>
	LENNAR NORTHWEST INC.	INITIATOR ERROR	VOID 160724	\$39.36
	SCIENTIFIC DISTRIBUTORS LLC.	INITIATOR ERROR	VOID 160543	\$609.37

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$548,085.83



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: March 10, 2023 Payroll Misc in the Amount of \$14,810.92 Paid by EFT Transactions and Check Number 34546

SUGGESTED ACTION: **Action Requested 9/5/2023**

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: April 5, 2023 Claims in the Amount of \$4,293,132.87 Paid by EFT Transactions and Check Numbers 162094 through 162205 with Check Numbers 160381 and 161974 Voided

SUGGESTED ACTION: **Action Requested 9/5/2023**

SUMMARY:

ATTACHMENTS:
040523.rtf

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/5/2023 TO 4/5/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162116	ENVIRONMENTAL PRODUC	JET HEAD REBUILD, LIGHTS #H016/H008	SEWER MAIN COLLECTION	557.13
	ENVIRONMENTAL PRODUC		SEWER MAIN COLLECTION	557.14
162117	EVERETT STEEL CO	CHANNEL, STEEL ANGLE, FLAT BAR	ROADSIDE VEGETATION	275.06
162118	EVERETT TIRE & AUTO	TIRES	ER&R	2,840.34
162119	FASTSIGNS	PROJECT NOTICE SIGNS	PARK & RECREATION FAC	748.42
162120	FCS GROUP	CD - COST OF SERVICE STUDY	COMMUNITY	1,886.25
162121	FEDEX	SHIPMENT FEES	TRANSPORTATION	255.48
162122	FERGUSON ENTERPRISES	SERVICE CHARGE FOR FEB 2023	WATER SERVICES	19.57
	FERGUSON ENTERPRISES	FLOW INDICATOR	PUMPING PLANT	1,304.60
	FERGUSON ENTERPRISES	3 OMNI, C2 AMR 1GPL	WATER SERVICES	1,532.67
	FERGUSON ENTERPRISES	OMNI C2 CHAMBER ASSEMBLY	WATER SERVICE INSTALL	3,107.92
162123	FERRELLGAS	PROPANE GAS, HAZMAT FEE	ROADWAY MAINTENANCE	53.99
	FERRELLGAS		TRAFFIC CONTROL DEVICES	54.00
162124	FIDELITY NATIONAL	FEES W/PARTIAL RE-CONVEYANCE	GMA - STREET	387.10
162125	FIRE PROTECTION INC	SECURITY MONITORING ANNUAL FEE	FACILITY MAINTENANCE	262.56
162126	FURNAS, AUSTIN	REFUND - OPERA HOUSE RENTAL	GENERAL FUND	500.00
162127	GAY, MARY & JOHN	REFUND - 12730 43RD AVE NE	WATER/SEWER OPERATION	500.00
162128	GEORGE, GREGORY A &	REFUND - 5210 79TH PL NE	GARBAGE	224.93
162129	GRAINGER	STORM DRAINAGE SUPPLIES	STORM DRAINAGE	162.88
	GRAINGER	DRUM COVER, BOLT RING	ROADWAY MAINTENANCE	172.98
	GRAINGER	BIOHAZARD SPILL KIT, CARRYING CASE	ER&R	336.95
	GRAINGER	EAR PLUGS, GLOVES, CABLE TIES	ER&R	766.53
	GRAINGER	GLOVES, KNEE PADS, EARMUFFS	ER&R	1,279.48
162130	GRANITE CONST	POTHOLE PATCHING HOT MIX	ROADWAY MAINTENANCE	136.09
	GRANITE CONST	ASPHALT	WATER DIST MAINS	178.99
	GRANITE CONST		WATER SERVICE INSTALL	206.48
	GRANITE CONST		WATER SERVICE INSTALL	207.82
	GRANITE CONST		WATER SERVICE INSTALL	250.06
	GRANITE CONST		ROADWAY MAINTENANCE	412.98
162131	GRAY AND OSBORNE	SERVICE THROUGHT 03/25/23	SURFACE WATER CAPITAL	4,100.17
	GRAY AND OSBORNE	SERVICE THROUGH 3/25/23	SURFACE WATER CAPITAL	18,056.53
162132	GRAYBAR ELECTRIC CO	CYCLONE LIGHTING	STREET LIGHTING	3,476.59
162133	HANSEN, JACK	REFUND - 4130 122ND ST NE	WATER/SEWER OPERATION	214.58
162134	HARBOR FREIGHT TOOLS	SUPPLIES	WASTE WATER TREATMENT	274.33
162135	HAZEN, DAN	IACP WELLNESS SEMINAR	POLICE ADMINISTRATION	351.50
	HAZEN, DAN	LODGING: IACP OSW CONFERENCE	POLICE ADMINISTRATION	643.02
162136	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
162137	HD FOWLER COMPANY	METER BOX AND SUPPLIES	PARK & RECREATION FAC	2,251.46
162138	HERC RENTALS INC	EQUIPMENT RENTAL	MAINTENANCE	1,142.14
	HERC RENTALS INC	RENTAL EQUIPMENT	PARK & RECREATION FAC	2,844.40
162139	HORNUNG, CHRIS	CHILI COOK-OFF REIMBURSEMENT	MEDICAL CLAIMS	25.00
162140	HUDSON, SALLY	INSTRUCTOR PAYMENT	RECREATION SERVICES	108.00
162141	INTERMOUNTAIN LOCK	BOXED PADLOCK SHACKLE	ER&R	297.35
	INTERMOUNTAIN LOCK	PADLOCK LONG SHACKLE	ER&R	337.52
162142	INTERSTATE BATTERY	6-FULL RIVER BRAND 6-VOLT BATTERY	EQUIPMENT RENTAL	1,885.62
162143	KAMINS CONSTRUCTION	SUNNYSIDE BLVD/52ND INTERSECTION	GMA - STREET	165,196.93
162144	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
162145	KITSAP TRACTOR	STOLEN EQUIPMENT REPLACEMENT	PARK & RECREATION FAC	2,135.16
	KITSAP TRACTOR	REPLACEMENT OF STOLEN EQUIPMENT	PARK & RECREATION FAC	5,361.79
162146	LASTING IMPRESSIONS	CAPS, POLO'S, HATS WITH LOGO	ER&R	962.23
	LASTING IMPRESSIONS	T-SHIRTS, SWEATSHIRT	ER&R	1,720.47

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/5/2023 TO 4/5/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162147	LENNAR NORTHWEST INC	4030 80TH AVE NE	GARBAGE	36.24
162148	LENNAR NORTHWEST INC	REFUND 3917 80TH AVE NE	GARBAGE	32.82
162149	LENNAR NORTHWEST INC	REFUND 4030 80TH AVE NE	WATER/SEWER OPERATION	32.82
162150	LOHMEYER, CHRISTINE	REFUND 10236 42ND AVE NE #B	WATER/SEWER OPERATION	157.03
162151	LONG, JOSEPH R & JOE	REFUND 13004 55TH DR NE	WATER/SEWER OPERATION	8.52
162152	LOWES HIW INC	HEAVY TRAP HINGE, MISC TOOLS	PARK & RECREATION FAC	45.99
	LOWES HIW INC	W/IN-LINE GFCI, GFCI RIGHT ANGLE	PARK & RECREATION FAC	133.87
	LOWES HIW INC	SUPPLIES	PARK & RECREATION FAC	257.59
162153	LTI, INC.	DEICER SALT NON-CORROSION INHIBITED	SNOW & ICE REMOVAL	19,143.56
162154	MANHOLES NORTHWEST	LIVE CHANNELED SEWER, MATERIALS	SEWER MAIN COLLECTION	1,854.70
162155	MARTINSON, BRYCE	WDM 1 CERTIFICATION	UTIL ADMIN	88.74
	MARTINSON, BRYCE		UTIL ADMIN	104.00
162156	MARYSVILLE, CITY OF	4123 71ST ST NE	SUNNYSIDE FILTRATION	135.22
	MARYSVILLE, CITY OF	4020 71ST AVE NE	SUNNYSIDE FILTRATION	302.28
162157	MATHEWS, PATTY AND D	5900 64TH ST NE #41	WATER/SEWER OPERATION	25.00
162158	MCLAIN, DAVID & COUR	4012 168TH PL NE #A	WATER/SEWER OPERATION	9.70
162159	MCLOUGHLIN & EARDLEY	VERTEX SUPER LED LIGHT	ER&R	1,536.85
162160	MENDOZA, TERESA TINA	INSTRUCTOR PAYMENT	RECREATION SERVICES	30.00
162161	MOHAMED, NASHUA		RECREATION SERVICES	102.00
162162	NAPA AUTO PARTS	2.5 GAL DEF JUGS	STREET CLEANING	327.98
162163	NATIONAL BARRICADE	NO PARKING SIGNS	SURFACE WATER CAPITAL	216.56
	NATIONAL BARRICADE	ALUMINUM W/G HIP	TRANSPORTATION	459.86
	NATIONAL BARRICADE		TRANSPORTATION	4,142.53
162164	NORTH CENTRAL LABORA	STERILE PETRI DISHES	WATER/SEWER OPERATION	-19.54
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT	227.44
162165	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	2,628.23
162166	NORTHWEST METALS &	LABOR, MATERIAL	WASTE WATER TREATMENT	3,920.00
162167	NP ARLINGTON MIC IND	PARTIAL REFUND FOR PERMIT UT21-0175	SWR	101,208.37
	NP ARLINGTON MIC IND		WTR	150,786.44
162168	NURNBERG SCIENTIFIC	PH ELECTRODE ROSS ULTRA BNC	SOURCE OF SUPPLY	1,493.63
162169	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,694.40
162170	PACIFIC TOPSOILS	WOOD CHIP DUMP	ROADSIDE VEGETATION	49.40
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	74.10
	PACIFIC TOPSOILS	BRUSH DUMP, ECF, FUEL SURCHARGE	ROADSIDE VEGETATION	197.60
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	197.60
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	197.60
162171	PAPE MACHINERY	LABOR SERVICE, PARTS, SUPPLIES	SEWER LIFT STATION	722.91
	PAPE MACHINERY	INSTALL NEW FUEL FILTERS	STORM DRAINAGE	851.68
162172	PGC INTERBAY LLC	GOLF HITTING NET SUPPLIES	GOLF CAPITAL OUTLAY	2,255.89
	PGC INTERBAY LLC	GOLF HITTING NET	GOLF CAPITAL OUTLAY	6,454.60
	PGC INTERBAY LLC	TOP DRESSER	GOLF ADMINISTRATION	52,457.30
162173	PH CONSULTING LLC	PROFESSIONAL SERVICE	GMA - STREET	33,455.00
162174	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	90.00
162175	PREMIER GOLF CENTERS	MANAGEMENT SERVICE - GOLF	GOLF ADMINISTRATION	10,377.64
162176	PUD	117 BEACH AVE OLD EMISSIONS B	PARK & RECREATION FAC	205.34
162177	PUD	ACCT #204933311	PUMPING PLANT	22.05
	PUD	ACCT #221100092	GMA - STREET	23.63
	PUD	ACCT #222871949	PARK & RECREATION FAC	23.63
	PUD	ACCT #202012589	PARK & RECREATION FAC	25.20
	PUD	ACCT #202031134	PUMPING PLANT	25.44
	PUD	ACCT #200998532	PARK & RECREATION FAC	25.99

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162177	PUD	ACCT #202791166	PUMPING PLANT	28.88
	PUD	ACCT #201672136	SEWER LIFT STATION	35.51
	PUD	ACCT #201610185	TRANSPORTATION	35.74
	PUD	ACCT #201380995	PUMPING PLANT	38.95
	PUD	ACCT #202178158	SEWER LIFT STATION	40.07
	PUD	ACCT #202140489	TRANSPORTATION	49.21
	PUD	ACCT #202368536	TRANSPORTATION	53.92
	PUD	ACCT #203005160	STREET LIGHTING	56.24
	PUD	ACCT #202102190	TRANSPORTATION	56.28
	PUD	ACCT #221636772	NON-DEPARTMENTAL	56.60
	PUD	ACCT #200869303	TRANSPORTATION	74.78
	PUD	ACCT #220298624	STREET LIGHTING	77.37
	PUD	ACCT #201670890	TRANSPORTATION	98.74
	PUD	ACCT #202490637	SEWER LIFT STATION	114.11
	PUD	ACCT #202572327	STREET LIGHTING	120.53
	PUD	ACCT #202294336	STREET LIGHTING	127.03
	PUD	ACCT #202689105	WASTE WATER TREATMENT	132.89
	PUD	ACCT #202030078	TRANSPORTATION	153.24
	PUD	ACCT #223505728	PUBLIC SAFETY BLDG	156.18
	PUD	ACCT #220731285	STREET LIGHTING	172.01
	PUD	ACCT #200084150	TRANSPORTATION	234.98
	PUD	ACCT #200223857	PARK & RECREATION FAC	508.09
	PUD	ACCT #202499489	COMMUNITY EVENTS	634.12
	PUD	TRAFFIC SIGNAL POLES	TRANSPORTATION	881.70
	PUD	ACCT #202689287	WASTE WATER TREATMENT	983.91
	PUD	ACCT #200586485	SEWER LIFT STATION	1,350.35
	PUD	ACCT #223003021	CAPITAL EXPENDITURES	12,525.31
162178	PUGET SOUND SECURITY	DUPLICATE KEYS	PARK & RECREATION FAC	50.74
162179	RAILROAD MANAGEMENT	LICENSE FEE SEWER PIPELINE	UTIL ADMIN	344.67
	RAILROAD MANAGEMENT		UTIL ADMIN	344.67
	RAILROAD MANAGEMENT		UTIL ADMIN	344.67
	RAILROAD MANAGEMENT		UTIL ADMIN	344.67
	RAILROAD MANAGEMENT		UTIL ADMIN	344.67
	RAILROAD MANAGEMENT		UTIL ADMIN	344.67
	RAILROAD MANAGEMENT		UTIL ADMIN	769.93
162180	RALPH, RUSSELL	REFUND 5146 83RD PL NE	WATER/SEWER OPERATION	14.99
162181	RICE, JENNIFER	REFUND - OPERA HOUSE RENTAL	GENERAL FUND	500.00
162182	ROBERT DROLL LANDSCAPE	PROFESSIONAL SERVICE 11/11/22 TO 2/28/23	GMA-PARKS	27,292.50
162183	SEATTLE OPERA	PERFORMANCE AT OPERA HOUSE	OPERA HOUSE	650.00
162184	SEATTLE PUMP & EQUIP	RING CLAMP, HOSE, LOW PRESSURE GUN	SEWER MAIN COLLECTION	790.69
	SEATTLE PUMP & EQUIP		STORM DRAINAGE	790.69
162185	SHI INTERNATIONAL	ADOBE PRO	OFFICE OPERATIONS	100.19
	SHI INTERNATIONAL	ADOBE PHOTOSHOP	RECREATION SERVICES	235.78
162186	SNO CO PUBLIC WORKS	HENDERSHOT, ADMIN AND EQUIP FEES	TRANSPORTATION	457.03
162187	SPRAGUE PEST Solutio	RODENT EXTERIOR SERVICE	SOLID WASTE OPERATIONS	92.99
	SPRAGUE PEST Solutio		SOLID WASTE OPERATIONS	92.99
	SPRAGUE PEST Solutio		SOLID WASTE OPERATIONS	92.99
	SPRAGUE PEST Solutio		SOLID WASTE OPERATIONS	92.99
	SPRAGUE PEST Solutio		SOLID WASTE OPERATIONS	92.99
	SPRAGUE PEST Solutio		SOLID WASTE OPERATIONS	92.99
162188	SPRINGBROOK NURSERY	SAND	PARK & RECREATION FAC	25.35

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162189	TARGETSOLUTIONS	MEMBERSHIP FEES	TRANSPORTATION	114.54
	TARGETSOLUTIONS		UTIL ADMIN	343.62
	TARGETSOLUTIONS		PERSONNEL ADMINISTRATION	400.88
	TARGETSOLUTIONS		PARK & RECREATION FAC	400.88
	TARGETSOLUTIONS		UTILITY BILLING	458.15
	TARGETSOLUTIONS		RECREATION SERVICES	458.15
	TARGETSOLUTIONS		ENGR-GENL	515.45
	TARGETSOLUTIONS		EXECUTIVE ADMIN	572.69
	TARGETSOLUTIONS		LEGAL-GENL	572.69
	TARGETSOLUTIONS		FINANCE-GENL	629.96
	TARGETSOLUTIONS		SOLID WASTE OPERATIONS	629.96
	TARGETSOLUTIONS		STORM DRAINAGE	629.96
	TARGETSOLUTIONS		MUNICIPAL COURTS	687.23
	TARGETSOLUTIONS		COMPUTER SERVICES	744.50
	TARGETSOLUTIONS		MAINT OF GENL PLANT	744.50
	TARGETSOLUTIONS		WASTE WATER TREATMENT	859.04
	TARGETSOLUTIONS		GENERAL	916.31
	TARGETSOLUTIONS		EQUIPMENT RENTAL	1,145.39
	TARGETSOLUTIONS		COMMUNITY	1,374.46
	TARGETSOLUTIONS		POLICE TRAINING-FIREARMS	6,700.50
162190	TRANSPORTATION, DEPT	DE-ICE PURCHASED	SNOW & ICE REMOVAL	3,120.79
	TRANSPORTATION, DEPT		SNOW & ICE REMOVAL	6,673.84
162191	TROJAN TECHNOLOGIES	UV SYSTEM PARTS	SOURCE OF SUPPLY	4,572.39
162192	ULINE	CARPETED DECK PANEL TRUCK	PURCHASING/CENTRAL	373.75
162193	UNITED RENTALS	TREE REMOVAL ON 59TH DR NE	SIDEWALK MAINTENANCE	1,398.62
162194	VERIZON	AMR LINES	METER READING	1,087.42
162195	WHITE CAP CONSTRUCT	PURIFIED BOTTLED WATER	MAINT OF GENL PLANT	917.12
	WHITE CAP CONSTRUCT		MAINT OF GENL PLANT	917.12
162196	WINELAND, CARL	CHILI COOK-OFF REIMBURSEMENT	MEDICAL CLAIMS	17.86
162197	WISEMAN, GARRETT	WSUPD INTERNSHIP RECRUITING	YOUTH SERVICES	147.50
162198	ZEHNDER, THADD	CHILI COOK-OFF REIMBURSEMENT	MEDICAL CLAIMS	25.00
162199	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	65.85
162200	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	123.40
162201	ZIPLY FIBER	ACCT #3606534028	CITY HALL	126.43
162202	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	67.57
162203	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	67.42
162204	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	67.42
162205	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	124.04

WARRANT TOTAL: 4,296,464.77

FERGUSON WATER WORKS	CHECK LOST/DAMAGED	160381	VOID	\$1,304.60
SENIOR SERVICE OF SNO. COUNTY	INITIATOR ERROR	161974	VOID	\$2,027.30

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$4,293,132.87



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: June 14, 2023 Claims in the Amount of \$1,869,728.36 Paid by EFT Transactions and Check Numbers 163430 through 163599 with Check Numbers 163023 Voided

SUGGESTED ACTION: **Action Requested 9/5/2023**

SUMMARY:

ATTACHMENTS:
061423.rtf

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/14/2023 TO 6/14/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
163430	US BANK	PODIUM	GENERAL FUND	-167.51
	US BANK	SUPPLIES	GENERAL FUND	-53.44
	US BANK	EMPLOYEE WELLNESS SUPPLIES	FINANCE-GENL	-19.03
	US BANK	SUPPLIES	WATER/SEWER OPERATION	-18.00
	US BANK		GENERAL FUND	-6.49
	US BANK		POLICE PATROL	3.25
	US BANK		OPERA HOUSE	5.45
	US BANK	FOOD HANDLING CARD	POLICE ADMINISTRATION	10.00
	US BANK	OFFICE SUPPLIES/PROF. SERVICE	LEGAL - PROSECUTION	10.54
	US BANK	WELLNESS SUPPLIES	MEDICAL CLAIMS	11.98
	US BANK	TRAINING/TRAVEL/SUPPLIES	UTIL ADMIN	14.49
	US BANK	MEETING REFRESHMENTS	PERSONNEL ADMINISTRATION	16.03
	US BANK	SUPPLIES	OPERA HOUSE	16.06
	US BANK		COMMUNITY EVENTS	18.56
	US BANK		UTIL ADMIN	18.59
	US BANK	PODIUM	COMMUNITY EVENTS	19.98
	US BANK	SUPPLIES/WELLNESS SUPPLIES	MUNICIPAL COURTS	30.62
	US BANK	SUPPLIES	OPERA HOUSE	33.40
	US BANK	TRAVEL/TRAINING	OPERA HOUSE	33.81
	US BANK	SUPPLIES	POLICE ADMINISTRATION	35.00
	US BANK		K9 PROGRAM	39.33
	US BANK	PHOTOS	POLICE ADMINISTRATION	43.93
	US BANK	SUPPLIES/ADVERTISING	MEDICAL CLAIMS	44.99
	US BANK	REFRESHMENTS/WELLNESS SUPPLIES	EXECUTIVE ADMIN	48.46
	US BANK	SUPPLIES/ADVERTISING	PERSONNEL ADMINISTRATION	50.76
	US BANK	TRAVEL/SUPPLIES	ENGR-GENL	54.66
	US BANK	UNIFORMS	POLICE PATROL	56.89
	US BANK	EMPLOYEE WELLNESS SUPPLIES	MEDICAL CLAIMS	59.39
	US BANK	SUPPLIES	RECREATION SERVICES	70.02
	US BANK		POLICE INVESTIGATION	70.07
	US BANK	SUPPLIES/FURNITURE	ENGR-GENL	70.52
	US BANK		COMPUTER SERVICES	70.52
	US BANK	REFRESHMENTS/WELLNESS SUPPLIES	MEDICAL CLAIMS	70.58
	US BANK	SUPPLIES	RECREATION SERVICES	70.80
	US BANK	TRAVEL/DISPOSAL FEE	OFFICE OPERATIONS	89.17
	US BANK	SUPPLIES	PROTECTIVE INSPECTIONS	92.61
	US BANK		RECREATION SERVICES	92.90
	US BANK	TRAINING/TRAVEL/SUPPLIES	FACILITY MAINTENANCE	97.09
	US BANK	MEALS	RECREATION SERVICES	100.11
	US BANK	SUPPLIES	ENGR-GENL	101.09
	US BANK	TRAVEL/WELLNESS SUPPLIES	MEDICAL CLAIMS	107.50
	US BANK	TRAVEL/DISPOSAL FEE	POLICE PATROL	108.34
	US BANK	TRAINING/TRAVEL/SUPPLIES	EQUIPMENT RENTAL	117.75
	US BANK	OFFICE SUPPLIES/PROF. SERVICE	LEGAL - PROSECUTION	118.88
	US BANK	TRAVEL/TRAINING	EXECUTIVE ADMIN	119.99
	US BANK	SUPPLIES/LICENSE RENEWALS	LEGAL-GENL	122.61
	US BANK		LEGAL - PROSECUTION	122.61
	US BANK	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	136.12
	US BANK	SUPPLIES	CAPITAL EXPENDITURES	143.04
	US BANK	TRAINING/TRAVEL/SUPPLIES	UTIL ADMIN	149.00
	US BANK	SUPPLIES/WELLNESS SUPPLIES	MEDICAL CLAIMS	157.35
	US BANK	SUPPLIES	POLICE INVESTIGATION	157.65
	US BANK		EMBEDDED SOCIAL WORKER	162.30
	US BANK	TRAINING/TRAVEL/SUPPLIES	UTIL ADMIN	166.67
	US BANK	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	171.58

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	US BANK	SUPPLIES	DEVELOPMENT SERVICES	175.53
	US BANK		COMMUNITY EVENTS	181.04
	US BANK		DETENTION & CORRECTION	182.25
	US BANK	TRAINING/TRAVEL/SUPPLIES	METER READING	182.93
	US BANK	SUPPLIES	PARK & RECREATION FAC	201.98
	US BANK	SUPPLIES/MEALS	SOLID WASTE OPERATIONS	202.28
	US BANK	SUPPLIES	UTIL ADMIN	209.50
	US BANK	REFRESHMENTS/WELLNESS SUPPLIES	EXECUTIVE ADMIN	222.03
	US BANK	EMPLOYEE WELLNESS SUPPLIES	UTILITY BILLING	223.47
	US BANK	TRAINING/TRAVEL/SUPPLIES	UTIL ADMIN	240.00
	US BANK	SUPPLIES/LICENSE RENEWALS	ENGR-GENL	245.23
	US BANK		POLICE ADMINISTRATION	245.23
	US BANK		PERSONNEL ADMINISTRATION	245.23
	US BANK		CITY CLERK	245.23
	US BANK		COMMUNITY	245.23
	US BANK	TRAINING/TRAVEL/SUPPLIES	UTIL ADMIN	247.12
	US BANK	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	253.73
	US BANK	SUPPLIES/MEALS	PROTECTIVE INSPECTIONS	256.34
	US BANK	SUPPLIES/ADVERTISING	PERSONNEL ADMINISTRATION	270.58
	US BANK	SUPPLIES/LICENSE RENEWALS	MUNICIPAL COURTS	288.76
	US BANK	SUPPLIES	RECREATION SERVICES	290.36
	US BANK	REGISTRATION	GIS SERVICES IS	300.00
	US BANK	SUPPLIES/ADVERTISING	ENGR-GENL	300.00
	US BANK	TRAINING/TRAVEL/SUPPLIES	UTIL ADMIN	314.50
	US BANK		UTIL ADMIN	314.50
	US BANK	SUPPLIES/LICENSE RENEWALS	MUNICIPAL COURTS	327.11
	US BANK	TRAINING/TRAVEL/SUPPLIES	UTIL ADMIN	333.33
	US BANK	SUPPLIES/ADVERTISING	PERSONNEL ADMINISTRATION	350.00
	US BANK	SUPPLIES	COMMUNITY EVENTS	364.10
	US BANK	TRAVEL/TRAINING	FINANCE-GENL	367.27
	US BANK	UNIFORMS	POLICE INVESTIGATION	368.64
	US BANK	SUPPLIES/FURNITURE	FINANCE-GENL	371.17
	US BANK	TRAVEL	UTILITY BILLING	389.34
	US BANK		LEGAL-GENL	396.26
	US BANK	SUPPLIES	POLICE PATROL	410.56
	US BANK		POLICE ADMINISTRATION	420.75
	US BANK		OFFICE OPERATIONS	487.38
	US BANK	SUPPLIES/LICENSE RENEWALS	UTIL ADMIN	490.46
	US BANK	TRAVEL/TRAINING	PERSONNEL ADMINISTRATION	496.82
	US BANK		RECREATION SERVICES	496.82
	US BANK		RECREATION SERVICES	496.82
	US BANK	SURVEY MONKEY	POLICE ADMINISTRATION	511.99
	US BANK	TRAVEL/TRAINING	POLICE TRAINING-FIREARMS	520.78
	US BANK	TRAINING/TRAVEL/SUPPLIES	UTIL ADMIN	580.00
	US BANK	SUPPLIES	CRIME PREVENTION	621.95
	US BANK	TRAVEL/SUPPLIES	ENGR-GENL	633.42
	US BANK	TRAVEL/TRAINING	POLICE ADMINISTRATION	670.66
	US BANK	SUPPLIES/LICENSE RENEWALS	COMPUTER SERVICES	671.48
	US BANK	OFFICE SUPPLIES/PROF. SERVICE	RISK MANAGEMENT	675.00
	US BANK	TRAINING/TRAVEL/SUPPLIES	UTIL ADMIN	722.04
	US BANK	TRAVEL/WELLNESS SUPPLIES	MUNICIPAL COURTS	746.28
	US BANK	TRAVEL/TRAINING	POLICE PATROL	758.87
	US BANK		EXECUTIVE ADMIN	774.82
	US BANK	SUPPLIES	COMMUNITY	779.30

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163430	US BANK	SUPPLIES/FURNITURE	CAPITAL EXPENDITURES	894.78
	US BANK	MATERIALS FOR 812/J025	EQUIPMENT RENTAL	903.61
	US BANK	TRAVEL/TRAINING	DETENTION & CORRECTION	1,006.00
	US BANK	SUPPLIES	POLICE INVESTIGATION	1,025.08
	US BANK		POLICE ADMINISTRATION	1,106.81
	US BANK		POLICE PATROL	1,123.63
	US BANK	TRAVEL/TRAINING	POLICE INVESTIGATION	1,131.85
	US BANK	MATERIALS FOR 812/J025	EQUIPMENT RENTAL	1,203.40
	US BANK	TRAVEL/TRAINING	MEDICAL CLAIMS	1,295.79
	US BANK	SUPPLIES/LICENSE RENEWALS	CITY COUNCIL	1,304.55
	US BANK	TRAVEL	UTILITY BILLING	1,323.64
	US BANK	SUPPLIES/LICENSE RENEWALS	EXECUTIVE ADMIN	1,377.20
	US BANK	TRAVEL/TRAINING	EXECUTIVE ADMIN	1,391.75
	US BANK	TRAINING/TRAVEL/SUPPLIES	UTIL ADMIN	1,427.87
	US BANK	TRAVEL/TRAINING	UTIL ADMIN	1,490.46
	US BANK	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	1,502.13
	US BANK	TRAVEL	FINANCE-GENL	1,526.52
	US BANK	SUPPLIES	COMMUNITY SERVICES UNIT	1,535.66
	US BANK		POLICE INVESTIGATION	1,667.79
	US BANK	TRAVEL	COMPUTER SERVICES	1,865.50
	US BANK	PODIUM	OPERA HOUSE	1,949.54
	US BANK	TRAVEL	PERSONNEL ADMINISTRATION	1,969.91
	US BANK	TRAVEL/TRAINING	CAPITAL EXPENDITURES	2,033.80
	US BANK	SUPPLIES/TRAVEL	STORM DRAINAGE	2,096.99
	US BANK	SUPPLIES/ADVERTISING	PERSONNEL ADMINISTRATION	2,146.00
	US BANK	SUPPLIES/LICENSE RENEWALS	COMPUTER SERVICES	2,451.77
	US BANK		MUNICIPAL COURTS	3,163.67
	US BANK	SUPPLIES	POLICE PATROL	3,581.46
	US BANK	TRAVEL/TRAINING	CITY COUNCIL	4,820.00
	US BANK		POLICE TRAINING-FIREARMS	5,818.70
163431	LICENSING, DEPT. OF	FIREARMS SECTION	INTERGOVERNMENTAL	1,047.00
163432	US BANK	MARLID7114 BOND CALL	REDEMPTION LONG TERM	290,000.00
163433	LICENSING, DEPT. OF	DRIVING ABSTRACT - LINDBERG	PERSONNEL ADMINISTRATION	15.00
163434	CHICAGO TITLE INSURA	CLOSING FUNDS 1095 ALDER AVE	AFFORDABLE HOUSING	466,645.45
163435	PREMERA BLUE CROSS	CLAIMS PAID	MEDICAL CLAIMS	28,949.12
	PREMERA BLUE CROSS	CLAIMS PAID	MEDICAL CLAIMS	51,872.81
	PREMERA BLUE CROSS	CLAIMS PAID	MEDICAL CLAIMS	85,850.07
163436	911 SUPPLY INC.	EAR PIECES	POLICE PATROL	32.79
	911 SUPPLY INC.	UNIFORM - BURTIS	DETENTION & CORRECTION	34.47
	911 SUPPLY INC.	UNIFORM - METTE	COMMUNITY SERVICES UNIT	34.47
	911 SUPPLY INC.	UNIFORM - BELLEME	POLICE INVESTIGATION	50.33
	911 SUPPLY INC.	UNIFORM - RECRUITS	POLICE PATROL	50.33
	911 SUPPLY INC.	UNIFORM - BUELL	POLICE PATROL	50.33
	911 SUPPLY INC.	UNIFORM - MCKENNA	POLICE PATROL	50.33
	911 SUPPLY INC.	UNIFORM - RECRUIT	POLICE PATROL	50.33
	911 SUPPLY INC.	UNIFORM - RECRUITS	POLICE PATROL	50.33
	911 SUPPLY INC.	UNIFORM - TOLBERT	POLICE PATROL	50.33
	911 SUPPLY INC.	UNIFORM - VERMEULEN	POLICE PATROL	50.33
	911 SUPPLY INC.	UNIFORM - MCKENNA	POLICE PATROL	65.63
	911 SUPPLY INC.	UNIFORM - P. ALLEN	DETENTION & CORRECTION	72.22
	911 SUPPLY INC.	UNIFORM - SMITH	K9 PROGRAM	76.58
	911 SUPPLY INC.	UNIFORM - WISEMAN	POLICE PATROL	77.06
	911 SUPPLY INC.	UNIFORM - SAINT-DENIS	DETENTION & CORRECTION	87.77
	911 SUPPLY INC.	UNIFORM - GIBBS	POLICE PATROL	98.73
	911 SUPPLY INC.	UNIFORM - LAWLESS	POLICE ADMINISTRATION	114.60

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	911 SUPPLY INC.	UNIFORM - YOUNG	POLICE PATROL	147.70
	911 SUPPLY INC.	UNIFORM - BURTIS	DETENTION & CORRECTION	188.15
	911 SUPPLY INC.	UNIFORM - RECRUIT	POLICE PATROL	198.16
	911 SUPPLY INC.	UNIFORM - METTE	COMMUNITY SERVICES UNIT	259.51
	911 SUPPLY INC.	UNIFORM - D. ALLEN	POLICE PATROL	271.24
	911 SUPPLY INC.	UNIFORM - WHEELER	DETENTION & CORRECTION	301.94
	911 SUPPLY INC.	UNIFORM - LAMOUREUX	POLICE PATROL	384.01
	911 SUPPLY INC.	UNIFORM - MCSHANE	POLICE INVESTIGATION	403.70
	911 SUPPLY INC.	UNIFORM - RECRUITS	POLICE PATROL	468.52
	911 SUPPLY INC.	UNIFORM - RECRUIT	POLICE PATROL	502.18
	911 SUPPLY INC.	UNIFORM - MISHLER	POLICE PATROL	510.11
	911 SUPPLY INC.	UNIFORM - RECRUIT	POLICE PATROL	563.63
	911 SUPPLY INC.	UNIFORM - BUELL	POLICE PATROL	1,030.96
	911 SUPPLY INC.	UNIFORM - METTE	COMMUNITY SERVICES UNIT	1,069.98
	911 SUPPLY INC.	UNIFORM - RECRUITS	POLICE PATROL	1,328.62
	911 SUPPLY INC.	UNIFORM - BUELL	POLICE PATROL	1,959.36
	911 SUPPLY INC.	UNIFORM - ROBERTS	POLICE PATROL	1,959.36
	911 SUPPLY INC.	UNIFORM - RECRUITS	POLICE PATROL	3,513.31
163437	A & A LANGUAGE SERVICE	INTERPRETER SERVICE	COURTS	170.00
163438	ABDI, AMAN S	UTILITY BILLING REFUND	WATER/SEWER OPERATION	27.77
163439	ABOU-ZAKI, KAMAL	INTERPRETER SERVICE	COURTS	143.10
163440	ACOSTA, JESSE	INTERPRETER SERVICE	COURTS	133.28
	ACOSTA, JESSE		COURTS	133.28
163441	ALEXANDER PRINTING	PRINT SERVICES	POLICE PATROL	96.98
	ALEXANDER PRINTING	PRINT SERVICES	COMMUNITY SERVICES UNIT	192.47
	ALEXANDER PRINTING	BUSINESS CARDS	PERSONNEL ADMINISTRATION	203.78
	ALEXANDER PRINTING	OUTREACH MATERIAL	EXECUTIVE ADMIN	216.50
163442	ALKIRE, MATTHEW	REFUND - MIND IN MOTION	PARKS-RECREATION	350.00
163443	ANDERSON, JOEL & STA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	102.77
163444	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	370.00
	ANDERSON, KRISTEN		MUNICIPAL COURTS	370.00
163445	APSCO, INC.	SEAL REBUILD KIT	SEWER LIFT STATION	4,768.38
163446	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	75.22
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	207.81
163447	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	37.80
163448	ARLINGTON, CITY OF	MITEL 6940 IP PHONES	IS REPLACEMENT ACCOUNTS	12,569.50
163449	BEEDLE, KRISTY	EXPENSE REIMBURSEMENT	PROTECTIVE INSPECTIONS	61.94
163450	BICKFORD FORD	V062 M-CASE FUSE SLOTTED	EQUIPMENT RENTAL	27.83
	BICKFORD FORD	J040 SEAT BELT BUCKLE	EQUIPMENT RENTAL	50.20
	BICKFORD FORD	V026 FUEL PRESSURE SENSOR	EQUIPMENT RENTAL	57.44
	BICKFORD FORD	V010 AIR CONTROL VALVE	EQUIPMENT RENTAL	81.61
163451	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	2,875.97
163452	BILLS BLUEPRINT INC	COVER BINDING, COPIES	SEWER CAPITAL PROJECTS	403.06
163453	BIRCHMAN, JESSE	AWC LABOR RELATIONS	UTIL ADMIN	88.50
163454	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	58.08
	BOB BARKER COMPANY		DETENTION & CORRECTION	883.31
	BOB BARKER COMPANY		DETENTION & CORRECTION	945.22
	BOB BARKER COMPANY		DETENTION & CORRECTION	1,010.85
	BOB BARKER COMPANY		DETENTION & CORRECTION	1,034.78
163455	BOYS & GIRLS CLUBS	CDBG CAPITAL PROJECT	COMMUNITY	25,000.00
163456	BROOKS, COLISTA R	UTILITY BILLING REFUND	GARBAGE	401.41
163457	BURTIS, MICHAEL	TRAVEL REIMBURSEMENT	DETENTION & CORRECTION	1,055.99
163458	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	15,663.96
	CASCADE COLUMBIA		WASTE WATER TREATMENT	17,183.41

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	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
163484	ELECTRONIC BUSINESS	GIS PLOTTER SERVICES	GIS SERVICES IS	38.29
	ELECTRONIC BUSINESS	GIS PLOTTER INK	GIS SERVICES IS	1,037.23
163485	ELSNER, SUZANNE	DMCMA CONFERENCE	MUNICIPAL COURTS	225.70
	ELSNER, SUZANNE	TRAVEL REIMBURSEMENT	MUNICIPAL COURTS	262.13
163486	ENTERPRISE FM TRUST	VEHICLE LEASE - JUNE	EQUIPMENT RENTAL	2,364.94
163487	ENTERPRISE RENTAL	CAR RENTAL	POLICE PATROL	237.18
163488	ENVIRONMENTAL PRODUCT	FREIGHT	STORM DRAINAGE	178.39
	ENVIRONMENTAL PRODUCT		SEWER MAIN COLLECTION	178.40
163489	EVERETT OFFICE	PEDESTAL DESK	EQUIPMENT RENTAL	618.11
163490	FACEY, LORIE	UTILITY BILLING REFUND	WATER/SEWER OPERATION	194.72
163491	FCS GROUP	PROFESSIONAL SERVICE	SOLID WASTE OPERATIONS	5,913.75
163492	FEDEX	SHIPPING CHARGES	WATER SERVICES	367.72
163493	FOREMOST PROMOTIONS	CRIME PREVENTION SUPPLIES	CRIME PREVENTION	1,016.89
	FOREMOST PROMOTIONS	CRIME PREVENTION SUPPLIES	CRIME PREVENTION	1,668.35
163494	FORSLOF, WALLACE	TUITION REIMBURSEMENT	POLICE TRAINING-FIREARMS	1,237.50
163495	FRANCO, CARRIE	REFUND - ZEN WORKSHOP	PARKS-RECREATION	15.00
163496	GARY'S GUTTER SERVICE	GUTTER INSTALLATION	WASTE WATER TREATMENT	1,356.31
163497	GAYTON, LISA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	6.11
	GAYTON, LISA		GARBAGE	15.26
	GAYTON, LISA		GARBAGE	16.70
	GAYTON, LISA		GARBAGE	34.02
	GAYTON, LISA		WATER/SEWER OPERATION	45.98
	GAYTON, LISA		WATER/SEWER OPERATION	413.18
163498	GOMEZ, ROBYN	REFUND - MINI CAMP	PARKS-RECREATION	49.00
163499	GOVCONNECTION INC	SYMANTEC RENEWAL	COMPUTER SERVICES	6,117.32
163500	GRAINGER	HANDHELD SPRAYER	WASTE WATER TREATMENT	75.00
	GRAINGER	AERATOR PARTS	WASTE WATER TREATMENT	301.85
	GRAINGER	BLACK TONER CARTRIDGE	SEWER PRETREATMENT	436.81
	GRAINGER	AERATOR PARTS	WASTE WATER TREATMENT	777.05
163501	GRANT, ROBERT	PROTEM SERVICE	MUNICIPAL COURTS	185.00
163502	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	10,755.85
163503	GREENSHIELDS INDS	SUPPLIES	PARK & RECREATION FAC	102.59
	GREENSHIELDS INDS	RATCHET STRAPS	PARK & RECREATION FAC	159.20
	GREENSHIELDS INDS	HOSE REAL FOR CRACK SEAL	ROADWAY MAINTENANCE	874.63
163504	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
163505	HD FOWLER COMPANY	MISC. RING GASKET	WATER DIST MAINS	12.11
	HD FOWLER COMPANY	HYDRANT GATE VALVE PLATE, SPINDLE	WATER DIST MAINS	141.89
	HD FOWLER COMPANY	HYDRANT SUPPLIES	HYDRANTS	258.39
	HD FOWLER COMPANY	RED RUBBER RING GASKET	WATER DIST MAINS	424.72
	HD FOWLER COMPANY	STAINLESS REPAIR CLAMPS	WATER DIST MAINS	438.34
	HD FOWLER COMPANY	GALVANIZED ELBOW/UNION IMPORT	WATER DIST MAINS	459.22
	HD FOWLER COMPANY	MARKING PAINT, WRENCH	ER&R	1,032.90
163506	HENLEY, LAURA	INSTRUCTOR PAYMENT	RECREATION SERVICES	2,052.00
163507	HERC RENTALS INC	TRACTOR LOADER RENTAL	PARK & RECREATION FAC	912.40
163508	HEWLETT PACKARD	TONER & MAINTENANCE	UTIL ADMIN	0.26
	HEWLETT PACKARD		WASTE WATER TREATMENT	1.87
163509	HIGHWAY TOLL ADMIN	TRAVEL FOR DESTRUCTION	POLICE PATROL	6.70
163510	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	83.30

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163510	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	93.34
	HOME DEPOT USA		CUSTODIAL SERVICES	240.02
163511	HORNUNG, CHRIS	TRAVEL REIMBURSEMENT	PROBATION	526.33
163512	HUMAN SERVICES	LIQUOR PROFITS/EXCISE TAX 1ST QTR	NON-DEPARTMENTAL	5,441.69
163513	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
	HYLARIDES, LETTIE		COURTS	146.25
	HYLARIDES, LETTIE		COURTS	146.25
	HYLARIDES, LETTIE		COURTS	146.25
163514	INTERMOUNTAIN LOCK	PADLOCK BOXED 3/4" IN SHACKLE	ER&R	198.23
163515	J. THAYER COMPANY	DEGREASER, DUSTER	ER&R	191.69
163516	JRM ENTERPRISES, INC	INTERPRETER SERVICE	COURTS	130.00
163517	JULZ ANIMAL HOUZ	K9 SUPPLIES	K9 PROGRAM	14.09
163518	KAISER PERMANENTE	73147245	POLICE ADMINISTRATION	4,254.32
163519	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
163520	KAZEN, ALENA	INSTRUCTOR PAYMENT	RECREATION SERVICES	144.00
163521	KIM, JAMIE S.	PROFESSIONAL SERVICE	PUBLIC DEFENSE	135.00
	KIM, JAMIE S.		PUBLIC DEFENSE	135.00
	KIM, JAMIE S.		PUBLIC DEFENSE	135.00
	KIM, JAMIE S.		PUBLIC DEFENSE	165.00
	KIM, JAMIE S.		PUBLIC DEFENSE	300.00
163522	KING, SHERRY JO	PROTEM SERVICES	MUNICIPAL COURTS	1,110.00
163523	KOMPAN, INC.	PLAYGROUND PARTS FOR EBEBY	PARK & RECREATION FAC	1,993.18
163524	KUNG FU 4 KIDS	INSTRUCTOR SERVICE	RECREATION SERVICES	367.50
163525	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	311.09
163526	LAKESIDE INDUSTRIES	ASPHALT	ROADWAY MAINTENANCE	1,586.74
163527	LASTING IMPRESSIONS	HOODED SWEATSHIRTS	ER&R	1,021.03
163528	LES SCHWAB TIRE CTR	4-WAY ALIGNMENT - V006	EQUIPMENT RENTAL	120.33
163529	LEW, BETHANY	REFUND - BASKETBALL CAMP	PARKS-RECREATION	85.00
163530	LONG, ZED C	UTILITY BILLING REFUND	WATER/SEWER OPERATION	284.42
163531	MARYSVILLE, CITY OF	6302 152ND ST NE	PARK & RECREATION FAC	39.67
	MARYSVILLE, CITY OF	2323 172ND ST IRR	ROADWAY MAINTENANCE	166.71
	MARYSVILLE, CITY OF	15524 SMOKEY PT BLVD	PARK & RECREATION FAC	222.02
	MARYSVILLE, CITY OF	6302 152ND ST NE #IRR-B	PARK & RECREATION FAC	934.51
163532	MC CLURE & SONS INC	PAY ESTIMATE #3	SEWER CAPITAL PROJECTS	173,165.05
163533	MOON CONSTRUCTION	PAY ESTIMATE #9	GMA-PARKS	70,968.31
163534	MURPHY, KATHLEEN E	INSTRUCTOR PAYMENT	RECREATION SERVICES	24.00
163535	NAPA AUTO PARTS	O-RINGS	PARK & RECREATION FAC	11.38
	NAPA AUTO PARTS	BANNER CLAMPS	ROADSIDE VEGETATION	13.02
163536	NCSI	BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	185.00
	NCSI	BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	259.00
163537	ODP BUSINESS SOLUTION	SUPPLIES	POLICE PATROL	146.11
	ODP BUSINESS SOLUTION		POLICE PATROL	205.32
	ODP BUSINESS SOLUTION		POLICE PATROL	279.07
163538	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	270.00
	OLASON, MONICA		RECREATION SERVICES	2,197.80
163539	ORTEGA, REBECCA	INTERPRETER SERVICE	COURTS	137.86
163540	OTAK	PROFESSIONAL SERVICE	GMA - STREET	690.00
163541	PACIFIC TOPSOIL	TOP SOIL	PARK & RECREATION FAC	50.99
163542	PARTNER CONST PROD	DE-TACK FOR CRACK SEALING	ROADWAY MAINTENANCE	825.97
163543	PEACE OF MIND	PLANNING COMMISSION MINUTE	COMMUNITY	158.40
	PEACE OF MIND	COUNCIL WORK SESSION	CITY CLERK	360.00
163544	PILCHUCK TREE SERVICE	PE/RETAINAGE #1	GENERAL FUND	-2,073.20
	PILCHUCK TREE SERVICE		FORESTRY MAINTENANCE	22,680.85
163545	POSTAL SERVICE	MAILING SERVICE - CCR POSTCARD	WATER QUAL TREATMENT	6,398.74
163546	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	43.64

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163547	PR DIAMOND PRODUCTS	RESCUE BLADES	WATER/SEWER OPERATION	-83.19
	PR DIAMOND PRODUCTS		WATER SERVICES	968.19
163548	PRECISION CONCRETE	60TH DR SIDEWALK	SIDEWALK MAINTENANCE	5,337.50
163549	PUD	ACCT #221636772	NON-DEPARTMENTAL	16.43
	PUD	ACCT #201142155	TRANSPORTATION	40.55
	PUD	ACCT #223764663	SEWER LIFT STATION	47.89
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	64.43
	PUD	ACCT #200812808	PUMPING PLANT	241.44
	PUD	ACCT #202461554	SEWER LIFT STATION	450.90
	PUD	ACCT #201098969	PUMPING PLANT	1,062.76
	PUD	ACCT #202882098	STREET LIGHTING	9,350.76
	PUD		STREET LIGHTING	14,625.57
163550	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	13.15
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	40.93
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	42.28
	PUGET SOUND ENERGY	ACCT #220031396256	PARK & RECREATION FAC	53.70
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	54.54
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	65.45
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	65.45
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	66.80
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	104.88
	PUGET SOUND ENERGY	ACCT #220026412746	CITY HALL	197.93
	PUGET SOUND ENERGY	ACCT #220026419946	PUBLIC SAFETY BLDG	420.10
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	498.05
163551	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	WATER CAPITAL PROJECTS	6,583.28
163552	RIVERS EDGE ENVIRON	PAY APP #1	CITY FACILITIES	-4,570.95
	RIVERS EDGE ENVIRON		CAPITAL EXPENDITURES	45,709.51
163553	RUBICON GLOBAL, LLC	SUBSCRIPTION - JUNE 2023	GARBAGE	-291.40
	RUBICON GLOBAL, LLC	SUBSCRIPTION - MAY 2023	GARBAGE	-291.40
	RUBICON GLOBAL, LLC	SUBSCRIPTION - JUNE 2023	SOLID WASTE OPERATIONS	3,391.40
	RUBICON GLOBAL, LLC	SUBSCRIPTION - MAY 2023	SOLID WASTE OPERATIONS	3,391.40
163554	SAFeway INC.	ASSESSORS SNACKS	POLICE ADMINISTRATION	75.07
163555	SAFeway INC.	INMATE MEALS	DETENTION & CORRECTION	7.99
163556	SAFeway INC.	INMATE MEDS	DETENTION & CORRECTION	1.45
163557	SAFeway INC.	PW COMMITTEE REFRESHMENTS	UTIL ADMIN	25.06
163558	SCCFOA	LUNCH AT SCCFOA	UTILITY BILLING	20.00
	SCCFOA		FINANCE-GENL	20.00
	SCCFOA		FINANCE-GENL	20.00
163559	SCHNEIDER, P DIANE	INTERPRETER SERVICE	COURTS	143.76
163560	SCHULFER, JENNIFER	REFUND - BABYSITTING BASICS	PARKS-RECREATION	10.00
163561	SCORE	INMATE HOUSING	DETENTION & CORRECTION	13,211.80
163562	SCOTT, CRYSTAL	REFUND - ZEN WORKSHOP	PARKS-RECREATION	15.00
163563	SHI INTERNATIONAL	WIN REMOTE DESKTOP SERVICES	COMPUTER SERVICES	4,689.98
163564	SISKUN POWER EQUIPMENT	MANUAL BACKPACK	PARK & RECREATION FAC	153.85
163565	SIX ROBBLEES INC	NON-CHLORINATED BRAKLEEN	ER&R	225.81
163566	SMARSH INC	TEXT MESSAGE ARCHIVING	COMPUTER SERVICES	-254.42
	SMARSH INC		COMMUNITY	7.85
	SMARSH INC		CRIME PREVENTION	7.85
	SMARSH INC		COMMUNITY SERVICES UNIT	7.85
	SMARSH INC		PROPERTY TASK FORCE	7.85
	SMARSH INC		LEGAL-GENL	7.85
	SMARSH INC		GENERAL	7.85
	SMARSH INC		UTILITY BILLING	7.85
	SMARSH INC		EQUIPMENT RENTAL	7.85

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163566	SMARSH INC	TEXT MESSAGE ARCHIVING	CITY COUNCIL	15.70
	SMARSH INC		FINANCE-GENL	15.70
	SMARSH INC		YOUTH SERVICES	15.70
	SMARSH INC		RECREATION SERVICES	15.70
	SMARSH INC		FACILITY MAINTENANCE	15.70
	SMARSH INC		MUNICIPAL COURTS	23.55
	SMARSH INC		CITY CLERK	23.55
	SMARSH INC		PERSONNEL ADMINISTRATION	23.55
	SMARSH INC		WATER QUAL TREATMENT	23.55
	SMARSH INC		SOLID WASTE CUSTOMER	31.40
	SMARSH INC		CUSTODIAL SERVICES	31.40
	SMARSH INC		GIS SERVICES IS	31.40
	SMARSH INC		LEGAL - PROSECUTION	39.25
	SMARSH INC		COMMUNITY	39.25
	SMARSH INC		PARK & RECREATION FAC	39.25
	SMARSH INC		OFFICE OPERATIONS	47.10
	SMARSH INC		COMMUNITY SERVICES UNIT	47.10
	SMARSH INC		STORM DRAINAGE	62.80
	SMARSH INC		GENERAL	70.65
	SMARSH INC		POLICE INVESTIGATION	78.50
	SMARSH INC		DETENTION & CORRECTION	86.35
	SMARSH INC		WASTE WATER TREATMENT	86.35
	SMARSH INC		EXECUTIVE ADMIN	102.05
	SMARSH INC		UTIL ADMIN	117.75
	SMARSH INC		POLICE ADMINISTRATION	133.45
	SMARSH INC		ENGR-GENL	172.70
	SMARSH INC		POLICE PATROL	478.85
	SMARSH INC	ARCHIVING PLATFORM RENEWAL	COMPUTER SERVICES	1,575.00
163567	SMITH, SANDRA*	UTILITY BILLING REFUND	WATER/SEWER OPERATION	257.49
163568	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	793.53
163569	SNOHOMISH CO 911	DISPATCH JUNE 2023	COMMUNICATION CENTER	93,046.58
163570	SOUND PUBLISHING	ORDINANCE 3272	CITY CLERK	41.40
163571	SOUND PUBLISHING	ORDINANCE 3271	CITY CLERK	32.80
163572	SOUND PUBLISHING	ORDINANCE 3270	CITY CLERK	32.80
163573	SOUND SAFETY	UNIFORM - ROSE	SOLID WASTE OPERATIONS	71.03
	SOUND SAFETY	UNIFORM - FERRARO	SOLID WASTE OPERATIONS	131.13
	SOUND SAFETY	UNIFORM - NORSEBY	FACILITY MAINTENANCE	163.92
	SOUND SAFETY	UNIFORM - PHIPPS	SOLID WASTE OPERATIONS	414.20
163574	SPIRIT HALLOWEEN SUP	UTILITY REFUND	GARBAGE	2,260.98
163575	STONEWAY ELECTRIC	LED STREET LIGHTS	STREET LIGHTING	810.00
163576	STRICKLAND, JAMES	MEDICATION CO-PAY	DETENTION & CORRECTION	5.74
163577	SUNNYSIDE NURSERY	CITY HANGING BASKETS	PARK & RECREATION FAC	9,277.12
163578	SUPERIOR RESTROOMS	SERVICE ON UNIT #6060	WATER RESERVOIRS	71.11
163579	SUPERIOR SOLE WELDING	ALUMINUM GUARDRAIL REPAIR	ROADSIDE VEGETATION	2,899.10
163580	SWINEHEART, DIANA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	171.19
163581	THYSSENKRUPP ELEVATOR	ELEVATOR MAINTENANCE	CIVIC CENTER	358.95
163582	TWISTED HOLLY RANCH	REINDEER PAYMENT FOR THE HOLIDAYS	COMMUNITY EVENTS	2,756.88
163583	TXLEY INC	JAIL REPAIRS	DETENTION & CORRECTION	64.94
163584	UTILITIES UNDERGROUND	EXCAVATION NOTIFICATION	UTILITY LOCATING	953.26
163585	VERIZON	WIRELESS SERVICE	PURCHASING/CENTRAL	29.89
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		EQUIPMENT RENTAL	135.20
	VERIZON		PERSONNEL ADMINISTRATION	136.80
	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.04
	VERIZON	WIRELESS SERVICE	WATER QUAL TREATMENT	207.66

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/14/2023 TO 6/14/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	VERIZON		OFFICE OPERATIONS	212.59
	VERIZON		CITY CLERK	214.45
	VERIZON		FINANCE-GENL	280.19
	VERIZON		FACILITY MAINTENANCE	318.65
	VERIZON		LEGAL-GENL	328.63
	VERIZON		MUNICIPAL COURTS	331.40
	VERIZON		COMPUTER SERVICES	350.31
	VERIZON		PARK & RECREATION FAC	373.06
	VERIZON		RECREATION SERVICES	373.06
	VERIZON		WATER SUPPLY MAINS	400.14
	VERIZON		SOLID WASTE CUSTOMER	458.08
	VERIZON		DETENTION & CORRECTION	458.91
	VERIZON		POLICE INVESTIGATION	502.68
	VERIZON	WIRELESS MODEMS	POLICE INVESTIGATION	520.19
	VERIZON	WIRELESS SERVICE	EXECUTIVE ADMIN	538.85
	VERIZON		COMMUNITY SERVICES UNIT	543.52
	VERIZON		SEWER MAIN COLLECTION	578.20
	VERIZON		POLICE ADMINISTRATION	648.13
	VERIZON		COMMUNITY	667.90
	VERIZON		STORM DRAINAGE	692.83
	VERIZON		GENERAL	883.43
	VERIZON		ENGR-GENL	1,757.92
	VERIZON		UTIL ADMIN	2,287.64
	VERIZON	WIRELESS MODEMS	POLICE PATROL	2,632.17
	VERIZON	WIRELESS SERVICE	POLICE PATROL	2,956.39
163586	VOLUNTEERS OF AMERICA	COMMERCE GRANT COVID RELIEF	COMMUNITY	13,210.74
163587	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	INTERGOVERNMENTAL	1,245.50
	WA STATE TREASURER		GENERAL FUND	40,001.31
163588	WARREN, TRENT	CLAIM FOR DAMAGES #23-0006	RISK MANAGEMENT	1,755.32
163589	WCIA	TRAINING REGISTRATION - ALLEN	POLICE TRAINING-FIREARMS	100.00
163590	WEBCHECK	WEBCHECK SERVICES MAY 2023	UTILITY BILLING	1,247.16
163591	WEISER, LISA D	INSTRUCTOR PAYMENT	RECREATION SERVICES	357.00
163592	WEST PAYMENT CENTER	INVESTIGATIVE TOOL	POLICE INVESTIGATION	412.63
	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	460.74
	WEST PAYMENT CENTER		LEGAL-GENL	460.75
163593	WHITNEY EQUIPMENT CO	REAGENT MEASURING, TUBING KIT	SUNNYSIDE FILTRATION	500.12
163594	WHPACIFIC	PROFESSIONAL SERVICE	GMA - STREET	3,458.37
163595	WILDER CUSTOM CONS	FINAL PAYMENT RET #3, PAY APP #1	GENERAL FUND	-3,064.87
	WILDER CUSTOM CONS		GENERAL FUND	-678.75
	WILDER CUSTOM CONS	CHANGE ORDER/RETAINAGE #2	GENERAL FUND	-189.83
	WILDER CUSTOM CONS		FACILITY REPLACEMENT	2,076.70
	WILDER CUSTOM CONS	FINAL PAYMENT RET #3, PAY APP #1	FACILITY REPLACEMENT	33,529.69
163596	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	65.40
163597	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
163598	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	74.97
163599	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	225.94

DATE: 6/15/2023
TIME: 3:12:41PM

**CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 6/14/2023 TO 6/14/2023**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			WARRANT TOTAL:	<u>1,869,899.55</u>
ALLAN & JOANNE ANDERSON	VOID	UNCLAIMED PROPERTY	163023	\$171.19

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$1,869,728.36



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: July 10, 2023 Payroll Misc in the Amount of \$3,363.20 Paid by EFT Transactions and Check Number 34693

SUGGESTED ACTION: **Action Requested 9/5/2023**

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: July 25, 2023 Payroll in the Amount of \$1,779,355.04 Paid by EFT Transactions and Check Numbers 34694 through 34715

SUGGESTED ACTION: **Action Requested 9/5/2023**

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: July 26, 2023 Claims in the Amount of \$1,644,964.60 Paid by EFT Transactions and Check Numbers 164222 through 164320 with Check Number 163829 Voided

SUGGESTED ACTION: **Action Requested 9/5/2023**

SUMMARY:

ATTACHMENTS:
072623.rtf

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/26/2023 TO 7/26/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164222	BENEFIT COORDINATORS	PREMIUMS FOR AUG 2023	MEDICAL CLAIMS	175,708.52
164223	BENEFIT COORDINATORS	PREMIUMS FOR JULY 2023	MEDICAL CLAIMS	172,283.61
164224	REVENUE, DEPT OF	2ND QTR LEASEHOLD TAX 2023	NON-DEPARTMENTAL	-0.02
	REVENUE, DEPT OF		GOLF ADMINISTRATION	-0.01
	REVENUE, DEPT OF		GENERAL FUND	1,555.50
	REVENUE, DEPT OF		GOLF COURSE	1,749.46
164225	REVENUE, DEPT OF	EXCISE TAX JUNE 2023	RECREATION SERVICES	25.08
	REVENUE, DEPT OF		POLICE ADMINISTRATION	40.54
	REVENUE, DEPT OF		WATER/SEWER OPERATION	255.63
	REVENUE, DEPT OF		GENERAL FUND	1,094.09
	REVENUE, DEPT OF		GARBAGE	1,165.60
	REVENUE, DEPT OF		GOLF ADMINISTRATION	1,341.77
	REVENUE, DEPT OF		STORM DRAINAGE	12,343.25
	REVENUE, DEPT OF		GOLF COURSE	25,409.15
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	38,462.65
	REVENUE, DEPT OF		UTIL ADMIN	85,484.74
164226	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	170.00
	A & A LANGUAGE SERV		COURTS	192.92
164227	ACLARA TECHNOLOGIES	SYSTEM MAINT. ANNUAL RENEWAL	METER READING	12,812.00
164228	ACOSTA, JESSE	INTERPRETER SERVICE	COURTS	130.00
164229	AGRICULTURE, DEPT OF	PESTICIDE LICENSE EXAM FEES - OSBORN	ROADSIDE VEGETATION	25.00
164230	AGRICULTURE, DEPT OF	PESTICIDE LICENSE EXAM FEES - MUNRO	ROADSIDE VEGETATION	25.00
164231	AIRGAS INC	DEMAND FLOW REGULATOR	WATER DIST MAINS	146.36
	AIRGAS INC		SOLID WASTE OPERATIONS	146.36
	AIRGAS INC		EQUIPMENT RENTAL	146.36
	AIRGAS INC		SEWER MAIN COLLECTION	146.36
164232	AKTIVOV LLC	TIMECARD INTEGRATION WITH MUNIS	WATER QUAL TREATMENT	328.20
	AKTIVOV LLC		FACILITY MAINTENANCE	328.20
	AKTIVOV LLC		STORM DRAINAGE	328.20
	AKTIVOV LLC		METER READING	328.20
	AKTIVOV LLC		PARK & RECREATION FAC	656.40
	AKTIVOV LLC		WATER DIST MAINS	656.40
	AKTIVOV LLC		WATER QUAL TREATMENT	656.40
	AKTIVOV LLC		STORM DRAINAGE	656.40
	AKTIVOV LLC		WASTE WATER TREATMENT	984.60
	AKTIVOV LLC		GENERAL	1,641.00
164233	ALL BATTERY SALES &	SHOP SUPPLIES	EQUIPMENT RENTAL	241.04
164234	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	71.50
164235	ANDERSON, DEBRA & PA	UTILITY REFUND	GARBAGE	138.23
164236	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	185.00
	ANDERSON, KRISTEN		MUNICIPAL COURTS	370.00
	ANDERSON, KRISTEN		MUNICIPAL COURTS	370.00
	ANDERSON, KRISTEN		MUNICIPAL COURTS	370.00
164237	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	81.00
	ARAMARK UNIFORM		EQUIPMENT RENTAL	86.02
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	271.02
164238	ARG INDUSTRIAL	BRASS HOSE BARB UNION - J031	EQUIPMENT RENTAL	31.65
	ARG INDUSTRIAL	HOSE ASSEMBLY, JACK HAMMER	WATER DIST MAINS	360.12
164239	AVILA, FRANKLIN	UTILITY REFUND	WATER/SEWER OPERATION	248.11
164240	AZARI, ODESSA		WATER/SEWER OPERATION	259.56
164241	BHC CONSULTANTS	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	4,709.00
164242	BICKFORD FORD	CREDIT ON INV #1252105	EQUIPMENT RENTAL	-480.48
	BICKFORD FORD	THERMOSTAT PARTS, GASKETS - P189	EQUIPMENT RENTAL	33.70
	BICKFORD FORD		EQUIPMENT RENTAL	43.92
	BICKFORD FORD	SPARE TIRE WHEEL LUG WRENCH	EQUIPMENT RENTAL	72.72

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/26/2023 TO 7/26/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	BICKFORD FORD	VENT TUBE ASSEMBLY	ER&R	81.59
	BICKFORD FORD	TAIL LIGHT ASSEMBLY - J059	EQUIPMENT RENTAL	163.20
	BICKFORD FORD	MISC. PARTS - P189	EQUIPMENT RENTAL	242.74
	BICKFORD FORD	SPARK PLUG, COIL ASSEMBLY, GASKET	EQUIPMENT RENTAL	290.79
	BICKFORD FORD	RUNNING BOARD, BRAKE KIT	EQUIPMENT RENTAL	366.69
	BICKFORD FORD	TRANSDUCER, BATTERY CABLE	EQUIPMENT RENTAL	378.83
	BICKFORD FORD	DEF PUMP ASSEMBLY - J054	EQUIPMENT RENTAL	383.88
	BICKFORD FORD	ROTOR ASSEMBLY, ANTI-FREEZE	ER&R	395.24
	BICKFORD FORD	SPARK PLUG, COIL ASSEMBLY, GASKET	EQUIPMENT RENTAL	523.88
	BICKFORD FORD	FLEET ADDITION V068 23 FORD MAVERICK	EQUIPMENT RENTAL	38,820.32
164243	BILLING DOCUMENT SPE	BILL PRINTING SERVICE 6/28-7/14/23	UTILITY BILLING	4,878.09
164244	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	294.00
	BOMAR, RICK		RECREATION SERVICES	294.00
	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	462.00
	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	504.00
	BOMAR, RICK		RECREATION SERVICES	2,016.00
164245	BRAIN, GEORGE	UTILITY REFUND	WATER/SEWER OPERATION	19.93
164246	BRAKE AND CLUTCH	STEER AXLE DRUM/WHEEL SEAL	EQUIPMENT RENTAL	645.34
164247	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	438.00
164248	BUILDERS EXCHANGE	PUBLISH PROJECTS ONLINE	GMA - STREET	322.85
164249	CASCADE COLUMBIA	POLY-ALUMINUM CHLORIDE	WASTE WATER TREATMENT	16,349.48
	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	16,787.65
164250	CASCADE NATURAL GAS	GAS CHARGES 6/16 TO 7/14/23	WATER FILTRATION PLANT	109.74
164251	CENTRAL WELDING SUPP	YELLOW RAIN PANTS	ER&R	81.49
	CENTRAL WELDING SUPP	RUBBER GLOVES	ER&R	177.23
	CENTRAL WELDING SUPP	PADLOCK, SHACKLE MASTER LOCK	ER&R	233.81
	CENTRAL WELDING SUPP	BOMBER ORANGE JACKETS	ER&R	345.70
	CENTRAL WELDING SUPP	GRIP - LARGE GLOVES	ER&R	459.15
	CENTRAL WELDING SUPP	MISC. HARD HATS WITH LOGO	ER&R	1,225.28
	CENTRAL WELDING SUPP	MISC. SAFETY CHEST POCKET	ER&R	1,837.92
164252	CHAMPION BOLT	SHOP SUPPLIES	EQUIPMENT RENTAL	3.49
164253	CIMCO-GC SYSTEMS	SEAL KIT	PUMPING PLANT	251.92
	CIMCO-GC SYSTEMS	MICRO-SWITCH AND WASHER	WATER DIST MAINS	657.71
164254	CLEAN CUT TREE & STU	TREE PRUNING	PARK & RECREATION FAC	1,312.80
	CLEAN CUT TREE & STU	REMOVAL OF HAZZARD TREES	PARK & RECREATION FAC	1,859.80
	CLEAN CUT TREE & STU	TREE REMOVAL ON 55TH, 122ND, 95TH	ROADSIDE VEGETATION	4,266.60
164255	COASTAL FARM & HOME	INSECT LANTERN SOLAR, PIGTAIL THREAD	WASTE WATER TREATMENT	39.36
	COASTAL FARM & HOME	UNIFORM - PHELPS	PARK & RECREATION FAC	69.99
	COASTAL FARM & HOME	UNIFORM - AKAU, DAVID	PARK & RECREATION FAC	83.12
	COASTAL FARM & HOME	UNIFORM - HATKINSON	UTIL ADMIN	131.27
164256	CONSOLIDATED PRESS	WATER QUALITY POSTCARD MAILING	WATER QUAL TREATMENT	3,035.87
164257	COOP SUPPLY	PLANT FOOD	PARK & RECREATION FAC	154.20
164258	CORE & MAIN LP	GASKETS	WATER DIST MAINS	7.22
	CORE & MAIN LP	METER BOX, LID, SAND BAGS	WATER SERVICE INSTALL	3,180.67
164259	CORNERSTONE HOMES NW	UTILITY REFUND	GARBAGE	57.36
164260	CORNERSTONE HOMES NW	UTILITY REFUND	GARBAGE	155.36
164261	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	9.86
	CTS LANGUAGE LINK		COURTS	61.63
164262	DICKS TOWING	TOW TRUCK FOR J022	EQUIPMENT RENTAL	193.86
164263	DOBBS PETERBILT	CREDIT FOR 02130P130507	EQUIPMENT RENTAL	-520.50
	DOBBS PETERBILT	CREDIT FOR INV #026P45730	EQUIPMENT RENTAL	-232.25
	DOBBS PETERBILT	CREDIT FOR 026P45565	EQUIPMENT RENTAL	-129.08
	DOBBS PETERBILT	POWER WINDOW PARTS	ER&R	324.10
	DOBBS PETERBILT	COMPRESSOR/AC RECOVERY ASSEMBLY	EQUIPMENT RENTAL	433.88

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/26/2023 TO 7/26/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164263	DOBBS PETERBILT	DEF TANK HEADER - J042	EQUIPMENT RENTAL	444.24
	DOBBS PETERBILT	FUSE BOX #2 - J064	EQUIPMENT RENTAL	477.37
	DOBBS PETERBILT	BRAKE SHOE/DRUM, SPRING KIT, AXLE	EQUIPMENT RENTAL	477.82
	DOBBS PETERBILT	BRAKE SHOE/SPRING KIT, DRUM - J006	EQUIPMENT RENTAL	520.50
	DOBBS PETERBILT	MIRROR SPLIT LENS - J030	EQUIPMENT RENTAL	710.02
	DOBBS PETERBILT	TREATMENT OUTLET NOX SENSOR - J034	EQUIPMENT RENTAL	830.47
	DOBBS PETERBILT	AIR DRYER ASSEMBLY - J031	EQUIPMENT RENTAL	1,014.54
	DOBBS PETERBILT	DEF LEAK - J035	EQUIPMENT RENTAL	1,439.32
	DOBBS PETERBILT	RADIATOR REPAIR - J067	EQUIPMENT RENTAL	1,696.96
164264	DOORMAN COMMERCIAL	METAL DOOR	UTIL ADMIN	1,465.19
164265	DUNLAP INDUSTRIAL	AEROSOL, VEST	SEWER LIFT STATION	185.62
164266	E&E LUMBER	FLAG LIGHTS	PARK & RECREATION FAC	0.73
	E&E LUMBER	FASTENERS	CIVIC CENTER	3.94
	E&E LUMBER	PVC SLIP CAP	PARK & RECREATION FAC	8.36
	E&E LUMBER	INSECT CONTROL - MCC JAIL	CIVIC CENTER	8.39
	E&E LUMBER	FLAG LIGHTS	PARK & RECREATION FAC	10.27
	E&E LUMBER	THREAD LOCKER, FASTENERS	FACILITY MAINTENANCE	13.00
	E&E LUMBER	FAUCET HANDLES	PARK & RECREATION FAC	14.99
	E&E LUMBER	TREATED WOOD	PARK & RECREATION FAC	15.34
	E&E LUMBER	DOUBLE SIDED KEYS	PARK & RECREATION FAC	16.59
	E&E LUMBER	MISC. SUPPLIES	OPERA HOUSE	17.93
	E&E LUMBER	POLY WATERING CAN	TRAFFIC CONTROL DEVICES	18.88
	E&E LUMBER	EXTERIOR DECK SCREWS	EQUIPMENT RENTAL	34.64
	E&E LUMBER	MISC. SUPPLIES	OPERA HOUSE	43.44
	E&E LUMBER	WASH RACK	MAINT OF GENL PLANT	51.44
	E&E LUMBER	MISC. SUPPLIES	PARK & RECREATION FAC	52.33
	E&E LUMBER		FACILITY REPLACEMENT	56.43
	E&E LUMBER	GRAFFITI MATERIALS	ROADSIDE VEGETATION	77.19
	E&E LUMBER	MISC. SUPPLIES	ROADSIDE VEGETATION	85.39
	E&E LUMBER	FENCE, PLIERS, CABLE TIES	MAINTENANCE	136.83
	E&E LUMBER	TREATED LUMBER, DECK SCREWS	EQUIPMENT RENTAL	186.66
	E&E LUMBER	PAINT SUPPLIES	PARK & RECREATION FAC	640.35
164267	EAGLE FENCE	FENCE REPAIRS AT GOLF	MAINTENANCE	2,926.45
164268	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	0.28
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
164269	ENVIRONMENTAL RES	WASTE WATER SIMPLE NUTRIENTS	WASTE WATER TREATMENT	316.86
164270	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	198.00
164271	EVERETT, CITY TREAS	WATER FILTRATION SERVICE	SOURCE OF SUPPLY	321,585.48
164272	FIRESTONE	TIRES - V015	EQUIPMENT RENTAL	232.44
	FIRESTONE	TIRES - J061	EQUIPMENT RENTAL	361.24
	FIRESTONE	TIRES - V047	EQUIPMENT RENTAL	764.34
164273	FJ ROGERS & M MEDNIK	UTILITY REFUND	GARBAGE	131.83
164274	GARNER'S NORTHWEST	ENHANCEMENT - SPRING MAINTENANCE	STORM DRAINAGE	4,366.59
164275	GERRY, VALERIE & KIM	UTILITY REFUND	GARBAGE	234.36
164276	GORDON TRUCK CENTER	HEATER CONTROL VALVE - H002	EQUIPMENT RENTAL	39.31
	GORDON TRUCK CENTER	CAB MARKER LIGHT KIT WITH HARNESS	EQUIPMENT RENTAL	88.48
	GORDON TRUCK CENTER	CLUTCH ASSEMBLY, DRIVER-H00	EQUIPMENT RENTAL	265.74

**CITY OF MARYSVILLE
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164277	GRAINGER	CREDIT FOR INV 9717432240	WASTE WATER TREATMENT	-386.20
	GRAINGER	BROOM	ER&R	21.09
	GRAINGER	SAFETY SIGNS	CIVIC CENTER	146.16
	GRAINGER	TUBING	WASTE WATER TREATMENT	178.74
	GRAINGER	MODULAR TEST LEAD KIT	UTIL ADMIN	246.87
	GRAINGER	CHANGING STATION CREAM	PARK & RECREATION FAC	332.25
	GRAINGER	SUPPLIES	ER&R	557.88
	GRAINGER	CHANGING STATION CREAM	PARK & RECREATION FAC	664.49
	GRAINGER	SUNSCREEN, DRINK MIX	MAINT OF GENL PLANT	798.27
164278	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	235.31
	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	245.36
164279	GREAT WESTERN REC	WASTE RECEPTACLE, BENCH	PARK & RECREATION FAC	23,920.31
164280	GREENHAUS PORTABLE	PORTABLE RESTROOM	COMMUNITY EVENTS	685.00
164281	GREENSHIELDS INDS	HYDRAULIC HOSE FITTINGS	ER&R	85.77
164282	HARBOR FREIGHT TOOLS	MISC. SUPPLIES	WATER DIST MAINS	727.58
164283	HD FOWLER COMPANY	BRASS PLUG IMPORT	WATER SUPPLY MAINS	12.05
	HD FOWLER COMPANY	SPRAY HEADS FOR PRV HUNTER	PARK & RECREATION FAC	108.14
	HD FOWLER COMPANY	MISC. SUPPLIES	PARK & RECREATION FAC	149.03
	HD FOWLER COMPANY	HOSE NOZZLES	HYDRANTS	211.32
	HD FOWLER COMPANY	BLUE WATER FIBERGLASS POST	WATER SUPPLY MAINS	405.88
	HD FOWLER COMPANY		WATER DIST MAINS	405.88
	HD FOWLER COMPANY	45 DEGREE FITTING	STORM DRAINAGE	517.93
	HD FOWLER COMPANY	SOFT COPPER TUBING	WATER SERVICES	2,603.13
	HD FOWLER COMPANY	COMBINATION AIR VALVE	WATER SUPPLY MAINS	4,304.38
164284	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	12,548.63
164285	HERC RENTALS INC	EXCAVATOR RENTAL, BUCKET TRENCH	CAPITAL EXPENDITURES	2,229.57
164286	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
	HYLARIDES, LETTIE		COURTS	130.00
	HYLARIDES, LETTIE		COURTS	146.25
	HYLARIDES, LETTIE		COURTS	146.25
164287	ICONIX WATERWORKS	PIPE WRENCH	WATER DIST MAINS	226.76
	ICONIX WATERWORKS	MISC. SUPPLIES	PARK & RECREATION FAC	998.85
164288	INTERMOUNTAIN LOCK	LONG SHACKLE PADLOCKS	ER&R	225.01
164289	INTERSTATE BATTERY	BATTERY - V026	EQUIPMENT RENTAL	135.70
	INTERSTATE BATTERY	BATTERIES	ER&R	272.36
	INTERSTATE BATTERY		ER&R	281.03
	INTERSTATE BATTERY		ER&R	421.54
164290	IRON MOUNTAIN	SHOP ROCK BUNKER FILL - MINUS ROCK	WATER DIST MAINS	1,726.00
	IRON MOUNTAIN		SEWER MAIN COLLECTION	1,726.00
164291	J & B TOOLS, LLC	MISC. MALL TOOLS - SHOP	SMALL ENGINE SHOP	499.59
	J & B TOOLS, LLC	TRANSMISSION JACK	EQUIPMENT RENTAL	793.14
	J & B TOOLS, LLC	MISC. SMALL TOOLS - SHOP	SMALL ENGINE SHOP	1,345.01
	J & B TOOLS, LLC	TRANSMISSION JACK	EQUIPMENT RENTAL	2,814.74
164292	J. THAYER COMPANY	OFFICE SUPPLIES	WATER QUAL TREATMENT	142.74
164293	KCDA PURCHASING	PAY ESTIMATE/RETAINAGE PE-2	GMA-PARKS	-8,491.37
	KCDA PURCHASING	PAY ESTIMATE/RETAINAGE #2	GMA-PARKS	-329.25
	KCDA PURCHASING		GMA-PARKS	7,203.99
	KCDA PURCHASING	PAY ESTIMATE/RETAINAGE PE-2	GMA-PARKS	185,791.28
164294	KENDALL CHEVROLET	OXYGEN SENSOR - P160	EQUIPMENT RENTAL	133.44
164295	KKXA 1520	ADVERTISING ON RADIO - OPERA HOUSE	OPERA HOUSE	400.00
164296	LAKEWOOD SCHOOL DIST	CUSTODIAL SERVICE	RECREATION SERVICES	140.00
164297	LASTING IMPRESSIONS	SHIRTS WITH LOGO	ER&R	1,819.55
164298	LINGLE, DARRIN	UTILITY REFUND	WATER/SEWER OPERATION	332.75
164299	MARYSVILLE, CITY OF	2ND ST & COLUMBIA	ROADWAY MAINTENANCE	36.85

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/26/2023 TO 7/26/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164299	MARYSVILLE, CITY OF	2ND ST & UNION	ROADWAY MAINTENANCE	39.74
	MARYSVILLE, CITY OF	2ND ST & ALDER	ROADWAY MAINTENANCE	60.32
	MARYSVILLE, CITY OF	10118 STATE AVE	ROADWAY MAINTENANCE	312.14
	MARYSVILLE, CITY OF	2ND ST & QUINN AVE	ROADWAY MAINTENANCE	598.83
164300	MATERIALS TESTING &	MATERIAL TESTING	SEWER CAPITAL PROJECTS	1,156.25
164301	MC CLURE & SONS INC	PAY APPLICATION #15	SURFACE WATER CAPITAL	330,979.81
164302	NORTH COAST ELECTRIC	TOP POINT I/O TERMINAL BASE	SUNNYSIDE FILTRATION	47.20
	NORTH COAST ELECTRIC	COMPACT CONTROLLER	WATER FILTRATION PLANT	4,198.47
	NORTH COAST ELECTRIC	PANEL VIEW GRAPHIC TERMINAL	WATER RESERVOIRS	7,564.68
	NORTH COAST ELECTRIC	PANEL VIEW TERMINAL	WATER RESERVOIRS	7,564.68
164303	ODP BUSINESS SOLUTION	OFFICE SUPPLIES	UTILITY BILLING	157.45
164304	OLIVER, LINDA & PAT	UTILITY REFUND	WATER/SEWER OPERATION	217.49
164305	PACWEST MACHINERY	BELT BLOWER, FREIGHT	EQUIPMENT RENTAL	703.42
	PACWEST MACHINERY	CURTAIN BOX, DUO SKID	EQUIPMENT RENTAL	4,924.36
164306	PALAMERICAN SECURITY	SECURITY SERVICE	PROBATION	1,265.50
	PALAMERICAN SECURITY		PROBATION	1,265.50
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,796.50
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,796.50
164307	PILAND, KATHRYN	REFUND - PICKLEBALL CAMP	PARKS-RECREATION	85.00
164308	PLITMAN, VLADISLAV	INTERPRETER SERVICE	COURTS	153.58
164309	POSTAL SERVICE	POSTAGE - CITY NEWSLETTER	NON-DEPARTMENTAL	5,600.00
164310	PUD	ACCT #205195373	PARK & RECREATION FAC	23.63
	PUD	ACCT #202461026	MAINT OF GENL PLANT	25.99
	PUD	ACCT #202011813	PUMPING PLANT	30.71
	PUD	ACCT #202368551	PARK & RECREATION FAC	31.47
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	35.32
	PUD	ACCT #202794657	TRANSPORTATION	43.07
	PUD	ACCT #203199732	TRANSPORTATION	53.38
	PUD	ACCT #202524690	PUMPING PLANT	54.81
	PUD	ACCT #202288585	TRANSPORTATION	57.99
	PUD	ACCT #223764663	SEWER LIFT STATION	58.03
	PUD	ACCT #223514563	TRANSPORTATION	59.67
	PUD	ACCT #202368544	TRANSPORTATION	60.66
	PUD	ACCT #223735101	STREET LIGHTING	62.38
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	63.97
	PUD	ACCT # 222772634	TRANSPORTATION	66.30
	PUD	ACCT #202303301	SEWER LIFT STATION	70.62
	PUD	ACCT #223013277	AFFORDABLE HOUSING	72.08
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	80.72
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	95.58
	PUD	ACCT #202000329	PARK & RECREATION FAC	104.85
	PUD	ACCT #201021698	PARK & RECREATION FAC	106.67
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	112.64
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	138.88
	PUD	ACCT #201021607	PARK & RECREATION FAC	180.67
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	187.83
	PUD	ACCT #201065281	PARK & RECREATION FAC	192.13
	PUD	ACCT #222025900	PUMPING PLANT	197.90
	PUD	ACCT #201247699	STREET LIGHTING	205.97
	PUD	ACCT #220824148	WASTE WATER TREATMENT	452.45
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	2,937.06
	PUD	ACCT #201420635	WASTE WATER TREATMENT	9,278.32
	PUD	ACCT #202075008	WASTE WATER TREATMENT	12,446.16
164311	SCHNEIDER, P DIANE	INTERPRETER SERVICE	COURTS	146.38
164312	SHORT, JILL ANNETTE		COURTS	130.76

DATE: 7/26/2023
 TIME: 3:13:16PM

**CITY OF MARYSVILLE
 INVOICE LIST**

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FOR INVOICES FROM 7/26/2023 TO 7/26/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164313	STAPLES	KEYCHAIN	MUNICIPAL COURTS	37.73
	STAPLES	SHARPIES, MOISTENER	MUNICIPAL COURTS	50.16
164314	WALKER, MARY	UTILITY REFUND	GARBAGE	272.54
164315	WEISER, LISA D	INSTRUCTOR PAYMENT	RECREATION SERVICES	369.60
164316	WSP USA INC	PROFESSIONAL SERVICE	GMA - STREET	3,254.10
164317	WYNNE, THOMAS J	PROTEM SERVICE	MUNICIPAL COURTS	185.00
	WYNNE, THOMAS J		MUNICIPAL COURTS	370.00
164318	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	60.58
164319	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	36.58
	ZIPLY FIBER		COMMUNITY	36.58
164320	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	87.10

WARRANT TOTAL: 1,650,592.38

PACWEST MACHINERY LLC VOID INITIATOR ERROR 163829 \$5,627.78

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$1,644,964.60



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: July 31, 2023 Claims in the Amount of \$674.30 Paid by EFT Transaction with Check Number 164321

SUGGESTED ACTION: **Action Requested 9/5/2023**

SUMMARY:

ATTACHMENTS:
073123.rtf

DATE: 8/15/2023
TIME: 1:47:31PM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 7/31/2023 TO 7/31/2023

PAGE: 1

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164321	LABOR & INDUSTRIES	2ND QTR L&I 2023	RECREATION SERVICES	43.98
	LABOR & INDUSTRIES		COMMUNITY CENTER	124.19
	LABOR & INDUSTRIES		POLICE PATROL	506.13
			WARRANT TOTAL:	<u>674.30</u>

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$674.30



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: August 2, 2023 Claims in the Amount of \$1,933,692.37 Paid by EFT Transactions and Check Numbers 164321 through 164488

SUGGESTED ACTION: **Action Requested 9/5/2023**

SUMMARY:

ATTACHMENTS:
080223.rtf

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 7/31/2023 TO 8/2/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164321	LABOR & INDUSTRIES	2ND QTR L&I 2023	RECREATION SERVICES	43.98
	LABOR & INDUSTRIES		COMMUNITY CENTER	124.19
	LABOR & INDUSTRIES		POLICE PATROL	506.13
164322	SKILLSETS ONLINE COR	3 YEARS OF ONLINE TRAINING	COMPUTER SERVICES	9,990.00
164323	PREMERA BLUE CROSS	CLAIMS PAID 7/9 TO 7/15/23	MEDICAL CLAIMS	83,932.94
164324	PREMERA BLUE CROSS	CLAIMS PAID 7/16 TO 7/22/23	MEDICAL CLAIMS	57,371.52
164325	LICENSING, DEPT OF	DRIVING ABSTRACT - IRWIN	PERSONNEL ADMINISTRATION	15.00
164326	911 SUPPLY INC.	UNIFORM - WARBIS	POLICE PATROL	27.36
	911 SUPPLY INC.	STARS	POLICE ADMINISTRATION	66.00
	911 SUPPLY INC.	UNIFORM - THAMMARAT	DETENTION & CORRECTION	301.94
	911 SUPPLY INC.	UNIFORM - COMMAND	POLICE ADMINISTRATION	319.77
	911 SUPPLY INC.	UNIFORM - WARBIS	POLICE PATROL	450.67
	911 SUPPLY INC.	UNIFORM - ADAMS	POLICE PATROL	533.93
	911 SUPPLY INC.	UNIFORM - RECRUITS	POLICE PATROL	806.08
	911 SUPPLY INC.	UNIFORM - YOUNG	POLICE PATROL	916.07
	911 SUPPLY INC.	UNIFORM - TOLBERT	POLICE ADMINISTRATION	1,395.68
164327	AERO CONST	HYDRANT METER - REFUND	WATER-UTILITIES/ENVIRONMN	-163.00
	AERO CONST		WATER/SEWER OPERATION	1,150.00
164328	ALEXANDER PRINTING	VEHICLE INSURANCE ID CARDS	EXECUTIVE ADMIN	48.00
	ALEXANDER PRINTING	BUSINESS CARDS - CALVIN	EXECUTIVE ADMIN	120.91
	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	262.54
	ALEXANDER PRINTING		POLICE PATROL	1,024.12
164329	ALLIANT INSURANCE	NOTARY BOND - JUDY ROBERTSON	RISK MANAGEMENT	50.00
	ALLIANT INSURANCE	FINANCE PLANNING - NIELD	RISK MANAGEMENT	75.00
164330	ANDERSON, NICOLE	REFUND - CLOGGING	PARKS-RECREATION	16.00
164331	APSCO, INC.	MISC. PARTS ASSEMBLY	SEWER LIFT STATION	5,039.48
164332	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	188.63
164333	ASTOUND BUSINESS	I-NET LEASE	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,082.01
164334	BEDKER, KAZUA	REFUND KUNG FU/TAE KWON DO	PARKS-RECREATION	75.00
	BEDKER, KAZUA		PARKS-RECREATION	75.00
164335	BICHEL, ROSS	REFUND HYDRANT METER	WATER-UTILITIES/ENVIRONMN	-172.50
	BICHEL, ROSS		WATER/SEWER OPERATION	1,150.00
164336	BILLS BLUEPRINT INC	BLUEPRINT	GMA - STREET	2,763.86
164337	BIO CLEAN, INC	CLEANING SERVICE IN THE JAIL	DETENTION & CORRECTION	464.95
164338	BOTESCH, NASH & HALL	BLUE PRINTS/COPIES	CAPITAL EXPENDITURES	366.67
164339	CASCADE SEPTIC, LLC	PORTABLE RESTROOM CLEANING	WATER RESERVOIRS	381.85
164340	CATHOLIC COMMUNITY	CCS - CHORE SERVICES JUNE 2023	COMMUNITY	109.02
164341	CLARK'S ELECTRIC	REFUND ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	50.00
164342	CLOSE, BONNIE	REIMBURSEMENT WORK BOOT & PANTS	GENERAL	318.13
164343	CNR INC	MITEL 6940 HEADSET	GENERAL	242.27
	CNR INC		WATER CROSS CNTL	242.27
164344	COASTAL FARM & HOME	UNIFORM - MATTHEWS	TRANSPORTATION	157.53
	COASTAL FARM & HOME	UNIFORM - DEAVER	TRANSPORTATION	166.28
164345	COCKRELL & ASSOCIATE	INSURANCE RECOVERY PAYMENT	SURFACE WATER CAPITAL	1,203.69
164346	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	467.40
164347	COOK, MARK	UTILITY REFUND	WATER/SEWER OPERATION	85.58
164348	CORRECTIONS, DEPT OF	INMATE PAY JUNE 2023	ROADSIDE VEGETATION	93.21
	CORRECTIONS, DEPT OF		WATER RESERVOIRS	110.62
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	300.53
164349	CRIMINAL JUSTICE	CJTC TRAINING, NICK BUELL	POLICE TRAINING-FIREARMS	4,212.00
164350	CRYSTAL SPRINGS	WATER DELIVERY	POLICE ADMINISTRATION	-12.36
	CRYSTAL SPRINGS		POLICE ADMINISTRATION	88.34
	CRYSTAL SPRINGS		DETENTION & CORRECTION	100.81

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 7/31/2023 TO 8/2/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	CRYSTAL SPRINGS		POLICE PATROL	100.00
	CRYSTAL SPRINGS		POLICE INVESTIGATION	100.00
	CRYSTAL SPRINGS		OFFICE OPERATIONS	100.00
164351	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	75.00
164352	DELL	DELL LATITUDE, LAPTOP, DESKTOP	IS REPLACEMENT ACCOUNTS	449.26
	DELL		METER READING	2,350.00
	DELL		LEGAL - PROSECUTION	2,465.00
	DELL	DELL SERVERS	IS REPLACEMENT ACCOUNTS	6,922.22
164353	DICKS TOWING	TOWING 23-34998	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-36059	POLICE PATROL	77.54
	DICKS TOWING	UNLOCK VEHICLE XMT40176D	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-34638	POLICE PATROL	103.38
164354	DIFFERENTIAL NETWORK	REFUND ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	150.00
164355	DILWORTH, COLIN	REFUND PICKLEBALL CAMP	PARKS-RECREATION	85.00
164356	DIMENSIONAL COMMUNI	COUNCIL CEILING MICROPHONES	CAPITAL EXPENDITURES	14,234.03
164357	DRUCKMAN, ANGELA	UTILITY REFUND	WATER/SEWER OPERATION	280.84
164358	DURCHMAN, ELINA	REFUND PICKLEBALL INTERMEDIATE	PARKS-RECREATION	50.00
164359	E&E LUMBER	MISC. FASTENERS	SOURCE OF SUPPLY	22.26
164360	EAST JORDAN IRON WORK	RISERS	GENL GVRNMNT SERVICES	2,250.71
164361	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
164362	ENTERPRISE RENTAL	TRAVEL BY LARSEN FOR PD	POLICE ADMINISTRATION	131.42
164363	FASTSIGNS	NO PARKING SIGNS	TRAFFIC CONTROL DEVICES	301.42
164364	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	360.00
164365	GILES ELECTRIC	HOLIDAY LIGHTING PAY ESTIMATE 1	GENERAL FUND	-3,045.91
	GILES ELECTRIC	REFUND ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	100.00
	GILES ELECTRIC	HOLIDAY LIGHTING PAY ESTIMATE 1	NON-DEPARTMENTAL	33,322.24
164366	GOETTER, WHITNEY	UTILITY REFUND	WATER/SEWER OPERATION	59.70
164367	GOVCONNECTION INC	SURFACE CASES	IS REPLACEMENT ACCOUNTS	755.00
	GOVCONNECTION INC	IPAD WITH CASE	METER READING	1,094.33
	GOVCONNECTION INC	SURFACE PRO'S	IS REPLACEMENT ACCOUNTS	4,395.78
164368	GUPTA, PREMCHAND	INTERPRETER SERVICES	COURTS	130.00
	GUPTA, PREMCHAND		COURTS	175.33
164369	HANSON, LOREN	CREDIT FOR WEDDING OPERA HOUSE	GENERAL FUND	500.00
164370	HARRIS, ARON	REIMBURSEMENT APPLICATION & EXAM	WATER FILTRATION PLANT	192.74
164371	HERITAGE BANK	D2101-7 SCHEDULE B RETAINAGE	UTILITY CONSTRUCTION	0.10
	HERITAGE BANK	D2101-8 SCHEDULE B RETAINAGE	UTILITY CONSTRUCTION	17,835.47
164372	HOME DEPOT USA	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	45.07
	HOME DEPOT USA	HAND SOAP	CUSTODIAL SERVICES	78.07
	HOME DEPOT USA	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	91.61
	HOME DEPOT USA	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	294.44
	HOME DEPOT USA		CUSTODIAL SERVICES	404.20
	HOME DEPOT USA		CUSTODIAL SERVICES	754.03
	HOME DEPOT USA		CUSTODIAL SERVICES	1,020.54
	HOME DEPOT USA	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	1,073.30
164373	IBS, INC.	MISC. SNAP PINS	EQUIPMENT RENTAL	41.48
	IBS, INC.	MISC. SHOP SUPPLIES	EQUIPMENT RENTAL	381.74
	IBS, INC.	SHOP SUPPLIES	EQUIPMENT RENTAL	710.99
164374	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	23.33
	J2 CLOUD SERVICES		LEGAL-GENL	23.33
	J2 CLOUD SERVICES		COMPUTER SERVICES	46.63

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 7/31/2023 TO 8/2/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164374	J2 CLOUD SERVICES	FAX	WATER DIST MAINS	46.67
	J2 CLOUD SERVICES		UTILITY BILLING	46.67
	J2 CLOUD SERVICES		CITY CLERK	46.67
	J2 CLOUD SERVICES		COMMUNITY	46.67
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	46.67
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	46.67
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	46.67
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	46.67
	J2 CLOUD SERVICES		RECREATION SERVICES	46.67
	J2 CLOUD SERVICES		POLICE INVESTIGATION	46.67
	J2 CLOUD SERVICES		MUNICIPAL COURTS	46.67
	J2 CLOUD SERVICES		DETENTION & CORRECTION	46.67
	J2 CLOUD SERVICES		PROBATION	46.67
	J2 CLOUD SERVICES		FINANCE-GENL	46.67
	J2 CLOUD SERVICES		UTIL ADMIN	46.67
	J2 CLOUD SERVICES		ENGR-GENL	46.67
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	46.67
	J2 CLOUD SERVICES		OFFICE OPERATIONS	93.33
	J2 CLOUD SERVICES		MUNICIPAL COURTS	140.00
164375	JEWELL ELECTRIC INC	REFUND ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
164376	JOHNSON, DAVID & JUD	UTILITY REFUND	GARBAGE	198.20
164377	JOHNSTON, ROSS	REIMBURSEMENT MEALS	SOLID WASTE OPERATIONS	59.90
	JOHNSTON, ROSS	REIMBURSEMENT CDL LICENSE	SOLID WASTE OPERATIONS	136.00
164378	JULZ ANIMAL HOUZ	DOG FOOD	K9 PROGRAM	7.86
	JULZ ANIMAL HOUZ		K9 PROGRAM	17.04
164379	KAISER PERMANENTE	PRE-EMPLOYMENT HEALTH SCREENING	POLICE ADMINISTRATION	3,062.00
164380	KAZEN, ALENA	INSTRUCTOR PAYMENT	RECREATION SERVICES	936.00
164381	KELSAW, TIFFANY	UTILITY REFUND	GARBAGE	367.64
164382	KUNTZ, TAMMI & CLINT		WATER/SEWER OPERATION	318.09
164383	KUSSY, KAREN	WELLNESS EVENT	MEDICAL CLAIMS	179.30
164384	LAB/COR	COLIFORM SAMPLING	STORM DRAINAGE	99.00
164385	LAKE STEVENS SCHOOL	MITIGATION FEES LAKE STEVENS SCHOOL	SCHOOL MITIGATION FEES	45,736.00
	LAKE STEVENS SCHOOL	MITIGATION FEES LAKE STEVENS SCHOOL	SCHOOL MITIGATION FEES	251,548.00
164386	LAKEWOOD SCHOOL DIST	MITIGATION FEES LAKEWOOD SCHOOL	SCHOOL MITIGATION FEES	3,566.00
	LAKEWOOD SCHOOL DIST	MITIGATION FEES LAKEWOOD SCHOOL	SCHOOL MITIGATION FEES	3,566.00
164387	LASTING IMPRESSIONS	MISC. HATS	GENERAL	1,772.36
164388	LAUTS INC	BOX RENTAL SERVICE ON 06/30/23	CAPITAL EXPENDITURES	48.00
	LAUTS INC	DROP BOX FINAL P/U & MIXED RECYCLING	CAPITAL EXPENDITURES	844.72
164389	LES SCHWAB TIRE CTR	J031 - REPAIR FLAT DRIVE AXLE TIRE	EQUIPMENT RENTAL	52.82
	LES SCHWAB TIRE CTR	H005 - SERVICE CALL REPAIR TIRE	EQUIPMENT RENTAL	236.28
	LES SCHWAB TIRE CTR	INVENTORY TRACTION CAP DRIVE AXLE	ER&R	259.94
	LES SCHWAB TIRE CTR	H005 - REPAIR FLAT DRIVE AXLE	EQUIPMENT RENTAL	290.98
	LES SCHWAB TIRE CTR	INVENTORY - TRACTION CAP DRIVE AXLE	ER&R	460.79
	LES SCHWAB TIRE CTR	PC-25 TRACTION CAP DRIVE AXLE TIRE	ER&R	460.79
	LES SCHWAB TIRE CTR	J010 - TOYO M143 STEER AXLE TIRE	EQUIPMENT RENTAL	764.06
	LES SCHWAB TIRE CTR	PC-25 TRACTION CAP DRIVE AXLE TIRE	ER&R	951.13
	LES SCHWAB TIRE CTR	J059 - OPEN RANGE A/T TIRE	EQUIPMENT RENTAL	1,362.70
	LES SCHWAB TIRE CTR	J016 - TOYO M170 STEER AXLE	EQUIPMENT RENTAL	1,382.39
	LES SCHWAB TIRE CTR	INVENTORY DRIVE AXLE TIRE	ER&R	1,671.85
	LES SCHWAB TIRE CTR	J045 - M920 14PLY ALL POSITION TIRE	EQUIPMENT RENTAL	1,728.97
	LES SCHWAB TIRE CTR	J068 - M647 DRIVER AXLE TIRE	EQUIPMENT RENTAL	2,591.49
	LES SCHWAB TIRE CTR	INVENTORY - TRACTION CAP AXLE TIRE	ER&R	2,823.84
164390	LOWES HIW INC	MISC. SUPPLIES FOR TRIPLEX	FACILITY REPLACEMENT	9.73
	LOWES HIW INC	MISC. SUPPLIES - PW MAINT BLDG	MAINT OF GENL PLANT	173.25
	LOWES HIW INC	MISC. SUPPLIES	WATER FILTRATION PLANT	1,372.83

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	LOWES HIW INC		SUNNYSIDE FILTRATION	1,372.69
164391	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	176.16
164392	MALLAHAN, MARK	REIMBURSEMENT MEAL	WATER RESERVOIRS	17.10
164393	MARYSVILLE AWARDS	PERPETUAL PLAQUES	CITY COUNCIL	68.62
164394	MARYSVILLE SCHOOL	GROVE ELEMENTARY - MINI CAMP	RECREATION SERVICES	26.00
	MARYSVILLE SCHOOL	FACILITY RENTAL - PARKS PROGRAMS	RECREATION SERVICES	45.00
	MARYSVILLE SCHOOL	TOTEM MS - POOCHELLA	RECREATION SERVICES	84.00
164395	MARYSVILLE, CITY OF	4123 71 ST NE	SUNNYSIDE FILTRATION	137.52
	MARYSVILLE, CITY OF	4202 59 DR NE	PARK & RECREATION FAC	211.77
	MARYSVILLE, CITY OF	3907 82 AVE NE	PARK & RECREATION FAC	229.25
	MARYSVILLE, CITY OF	4020 71 AVE NE	SUNNYSIDE FILTRATION	310.57
164396	MARYSVILLE, CITY OF	10000 STATE AVE	ROADSIDE VEGETATION	54.32
164397	MINNICK, PATRICIA &	UTILITY REFUND	WATER/SEWER OPERATION	143.39
164398	MOTOR TRUCKS	CREDIT INV 1103P18272	EQUIPMENT RENTAL	-123.07
	MOTOR TRUCKS	J016 - HEATER DOOR ACTIVATOR	EQUIPMENT RENTAL	49.44
	MOTOR TRUCKS	H008 - FRONT FENDER T/SIGNAL LIGHT	EQUIPMENT RENTAL	134.28
	MOTOR TRUCKS	SANITATION	SOLID WASTE OPERATIONS	153.47
	MOTOR TRUCKS	H008 - STEER AXLE	EQUIPMENT RENTAL	397.71
	MOTOR TRUCKS	CHV DELO ELC PRMX	ER&R	458.82
164399	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	3.19
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	3.19
	MOUNTAIN MIST		SEWER MAIN COLLECTION	3.19
	MOUNTAIN MIST		SEWER MAIN COLLECTION	17.04
	MOUNTAIN MIST		WASTE WATER TREATMENT	17.05
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	17.05
164400	NAPA AUTO PARTS	W016 - FUEL FILTER	EQUIPMENT RENTAL	4.03
	NAPA AUTO PARTS	V058 - NAPA FULL SYNTHETIC ENGINE OIL	EQUIPMENT RENTAL	5.02
	NAPA AUTO PARTS	J024 - LICENSE PLATE MOUNTING BRACKET	EQUIPMENT RENTAL	6.44
	NAPA AUTO PARTS	W023 - ALTERNATOR/FAN BELT	SMALL ENGINE SHOP	10.35
	NAPA AUTO PARTS	V015 - DIFFERENTIAL PINION SEAL	EQUIPMENT RENTAL	11.31
	NAPA AUTO PARTS	SHOP SUPPLIES	EQUIPMENT RENTAL	15.84
	NAPA AUTO PARTS	V058 - ENGINE OIL	EQUIPMENT RENTAL	20.09
	NAPA AUTO PARTS	218 - WIPER BLADE	EQUIPMENT RENTAL	21.57
	NAPA AUTO PARTS	W020 - TIRE REPAIR KIT	SMALL ENGINE SHOP	31.14
	NAPA AUTO PARTS	SMALL ENGINE SHOP - MISC. SHOP TOOLS	SMALL ENGINE SHOP	33.47
	NAPA AUTO PARTS	812 - MISC. MARKER LIGHT ASSEMBLY	EQUIPMENT RENTAL	35.23
	NAPA AUTO PARTS	523 - ECHLIN IGNITION COIL	EQUIPMENT RENTAL	41.06
	NAPA AUTO PARTS	J040 - MISC. ENGINE ASSEMBLY LUBE	EQUIPMENT RENTAL	43.76
	NAPA AUTO PARTS	W015 - AIR, FUEL, AND AIR FILTER	SMALL ENGINE SHOP	56.32
	NAPA AUTO PARTS	OIL/FUEL FILTER	ER&R	93.47
	NAPA AUTO PARTS	AIR FILTER	ER&R	190.96
	NAPA AUTO PARTS	V011 - BRAKE SHOE/DRUM	EQUIPMENT RENTAL	217.72
	NAPA AUTO PARTS	V015 - BRAKE PAD, ROTOR, WHEEL SEAL	EQUIPMENT RENTAL	231.92
	NAPA AUTO PARTS	OIL/FUEL FILTER	ER&R	422.04
	NAPA AUTO PARTS	NAPA DEF FLUID	SOLID WASTE OPERATIONS	1,136.88
	NAPA AUTO PARTS	AIR FILTERS, LED SEALED BEAMS	ER&R	1,455.67
	NAPA AUTO PARTS	CAT CONVERTER LOCK	ER&R	2,417.78
164401	NELSON PETROLEUM	INVENTORY: ENGINE OIL	ER&R	3,089.27
164402	NELSON, BETTY	DAMAGE DEPOSIT CARETAKERS	GENERAL FUND	250.00
164403	NOMAN, DIANA	INTERPRETING SERVICES	POLICE INVESTIGATION	200.00
164404	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	1,426.50
	NORTHSTAR CHEMICAL		WATER FILTRATION PLANT	2,187.30
164405	NORTHWEST CORROSION	SR-9 RESERVOIR PROTECTION SYSTEM	WATER RESERVOIRS	4,813.60
164406	NORTHWEST HANDLING	540 - FORK ASSEMBLY	EQUIPMENT RENTAL	980.95

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164407	NORTHWEST HYDRAULIC	PROFESSIONAL SERVICES	STORM DRAINAGE	9,730.82
164408	NORTHWESTERN AUTO	J067 - ACCIDENT DAMAGE REPAIR	EQUIPMENT RENTAL	3,629.21
164409	NW EMERGENCY PHYSICAL	INMATE EMERGENCY CARE	DETENTION & CORRECTION	533.45
164410	ODP BUSINESS SOLUTION	EVIDENCE SUPPLIES	POLICE PATROL	15.31
	ODP BUSINESS SOLUTION	CALENDAR	WATER QUAL TREATMENT	27.34
	ODP BUSINESS SOLUTION	SUPPLIES	POLICE PATROL	46.48
	ODP BUSINESS SOLUTION		POLICE PATROL	60.72
	ODP BUSINESS SOLUTION		POLICE PATROL	68.36
	ODP BUSINESS SOLUTION		POLICE PATROL	75.51
	ODP BUSINESS SOLUTION	WEBCAM	WATER QUAL TREATMENT	76.57
	ODP BUSINESS SOLUTION	SUPPLIES	POLICE PATROL	78.76
	ODP BUSINESS SOLUTION	MISC. OFFICE SUPPLIES	WATER QUAL TREATMENT	93.70
	ODP BUSINESS SOLUTION	EVIDENCE SUPPLIES	POLICE PATROL	167.56
	ODP BUSINESS SOLUTION	SUPPLIES	POLICE PATROL	197.17
	ODP BUSINESS SOLUTION		POLICE PATROL	303.88
	ODP BUSINESS SOLUTION		POLICE PATROL	409.67
	ODP BUSINESS SOLUTION		CRIME PREVENTION	500.00
164411	OREILLY AUTO PARTS	9208 - AIR FILTER	EQUIPMENT RENTAL	8.43
	OREILLY AUTO PARTS	P206 - AIR FILTER	EQUIPMENT RENTAL	8.43
	OREILLY AUTO PARTS	P161 - RADIATOR CAP	EQUIPMENT RENTAL	14.76
	OREILLY AUTO PARTS	P169 - A/C LEAK DETECTION DYE	EQUIPMENT RENTAL	29.53
	OREILLY AUTO PARTS	812 - LED TRAILER TAIL LIGHT KIT	EQUIPMENT RENTAL	54.25
	OREILLY AUTO PARTS	967 - WATER PUMP, THERMOSTAT	EQUIPMENT RENTAL	86.57
	OREILLY AUTO PARTS	V013 - TURN SIGNAL SWITCH	EQUIPMENT RENTAL	100.43
	OREILLY AUTO PARTS	212 - STARTER ASSEMBLY	EQUIPMENT RENTAL	138.96
	OREILLY AUTO PARTS	517 - FRONT BRAKE SET/ROTOR	EQUIPMENT RENTAL	149.44
	OREILLY AUTO PARTS	P160-THERMOSTAT ASSEMBLY, BELT	EQUIPMENT RENTAL	374.80
164412	OTAK	PROFESSIONAL SERVICES	GMA - STREET	1,978.00
164413	OWEN EQUIPMENT	H008 - MULTI FLOW VALVE, AIR CYLINDER	EQUIPMENT RENTAL	223.21
	OWEN EQUIPMENT		EQUIPMENT RENTAL	589.63
	OWEN EQUIPMENT	JOINT SWIVEL	ER&R	1,695.59
164414	PACIFIC TOPSOIL	BRUSH DUMP ISLAND CLEAN-UP	ROADSIDE VEGETATION	49.40
	PACIFIC TOPSOIL	BRUSH DUMP	PARK & RECREATION FAC	98.80
	PACIFIC TOPSOIL	BRUSH DUMP - SHOP BIN EMPTY	ROADSIDE VEGETATION	247.00
	PACIFIC TOPSOIL		ROADSIDE VEGETATION	247.00
	PACIFIC TOPSOIL		ROADSIDE VEGETATION	247.00
	PACIFIC TOPSOIL		ROADSIDE VEGETATION	247.00
	PACIFIC TOPSOIL		ROADSIDE VEGETATION	247.00
164415	PACWEST MACHINERY	H020 - BLOWER HOUSING	EQUIPMENT RENTAL	42.56
	PACWEST MACHINERY	H020 - SWEEPER HEAD/DRAW LINK PARTS	EQUIPMENT RENTAL	161.27
	PACWEST MACHINERY		EQUIPMENT RENTAL	1,275.44
	PACWEST MACHINERY	H020 - COATED BLOWER REPLACEMENT	EQUIPMENT RENTAL	5,155.21
164416	PAPE MACHINERY	H002 - AC EXPANSION VALVE	EQUIPMENT RENTAL	29.54
	PAPE MACHINERY	FUEL FILTER	ER&R	274.51
164417	PARTNER CONST PROD	COUPLER HILTI	ROADWAY MAINTENANCE	180.51
164418	PAXXO (USA) INC.	HENCHWORKS BAGS FOR SCREENINGS	WASTE WATER TREATMENT	3,275.06
164419	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	54.90
	PETROCARD SYSTEMS		STORM DRAINAGE	57.40
	PETROCARD SYSTEMS		COMPUTER SERVICES	78.88
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	83.12
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	136.37
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	197.90
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	226.60
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	290.91
	PETROCARD SYSTEMS		ENGR-GENL	295.85

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	PETROCARD SYSTEMS		COMMUNITY	338.87
	PETROCARD SYSTEMS		COMMUNITY	344.02
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	346.73
	PETROCARD SYSTEMS		ENGR-GENL	475.08
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,905.37
	PETROCARD SYSTEMS		GENERAL	2,090.04
	PETROCARD SYSTEMS		PARK & RECREATION FAC	2,362.12
	PETROCARD SYSTEMS		GENERAL	3,053.84
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,415.54
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,541.41
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	9,744.10
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	9,810.19
	PETROCARD SYSTEMS		POLICE PATROL	10,182.92
	PETROCARD SYSTEMS		POLICE PATROL	10,972.37
164420	PGC INTERBAY LLC	REIMBURSEMENT TO GOLF COURSE	PRO-SHOP	52.40
	PGC INTERBAY LLC		PRO-SHOP	78.81
	PGC INTERBAY LLC		PRO-SHOP	110.00
	PGC INTERBAY LLC		PRO-SHOP	184.10
	PGC INTERBAY LLC		PRO-SHOP	187.00
	PGC INTERBAY LLC		MAINTENANCE	188.16
	PGC INTERBAY LLC		GOLF ADMINISTRATION	273.16
	PGC INTERBAY LLC		MAINTENANCE	711.66
	PGC INTERBAY LLC		MAINTENANCE	761.31
	PGC INTERBAY LLC		MAINTENANCE	1,368.68
	PGC INTERBAY LLC		MAINTENANCE	1,744.59
	PGC INTERBAY LLC		MAINTENANCE	3,332.00
	PGC INTERBAY LLC		GOLF COURSE	6,572.65
	PGC INTERBAY LLC		MAINTENANCE	12,000.90
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	13,401.66
	PGC INTERBAY LLC		MAINTENANCE	16,867.24
164421	PILCHUCK TREE SERVICE	RETAINAGE RELEASE TREE REMOVAL	GENERAL FUND	2,073.20
164422	PLATT ELECTRIC	FLAGPOLE LIGHT - MCC	COMMUNITY CENTER	136.89
	PLATT ELECTRIC	CROSSWALK REPLACEMENT TIMER	TRANSPORTATION	171.59
164423	PREMIER GOLF CENTERS	MANAGEMENT SERVICE - GOLF	GOLF ADMINISTRATION	10,377.64
164424	PRINCE MECHANICAL LL	REFUND MECHANICAL PERMIT	NON-BUS LICENSES AND	80.00
164425	PROFORCE LAW ENFORCE	MOLLE HOLSTERS	POLICE PATROL	874.76
	PROFORCE LAW ENFORCE	HEARING PROTECTION	POLICE TRAINING-FIREARMS	1,104.89
	PROFORCE LAW ENFORCE	HANDGUN EXCHANGE	POLICE TRAINING-FIREARMS	17,174.26
164426	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT	POLICE ADMINISTRATION	450.00
164427	PUD	FINAL PUD INVOICE - 1095 ALDER	AFFORDABLE HOUSING	15.56
	PUD	ACCT #205136245	SEWER LIFT STATION	15.90
	PUD	ACCT #202461034	UTIL ADMIN	22.50
	PUD	ACCT #222871949	PARK & RECREATION FAC	23.63
	PUD	ACCT #202012589	PARK & RECREATION FAC	24.41
	PUD	ACCT #204933311	PUMPING PLANT	25.20
	PUD	ACCT #221100092	GMA - STREET	25.99
	PUD	ACCT #201672136	SEWER LIFT STATION	26.71
	PUD	ACCT #220761803	OPERA HOUSE	29.51
	PUD	ACCT #202476438	SEWER LIFT STATION	31.64
	PUD	ACCOUNT # 201046380-072523	PARK & RECREATION FAC	31.85
	PUD	ACCT #201610185	TRANSPORTATION	38.60
	PUD	ACCT #201380995	PUMPING PLANT	40.45
	PUD	ACCT #202178158	SEWER LIFT STATION	40.70
	PUD	ACCT #220792733	STREET LIGHTING	41.01

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164427	PUD	ACCT #201668043	PARK & RECREATION FAC	41.73
	PUD	ACCT #200571842	TRANSPORTATION	46.53
	PUD	ACCT #203005160	STREET LIGHTING	46.57
	PUD	ACCT #202140489	TRANSPORTATION	50.17
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	50.95
	PUD	ACCT #202368536	TRANSPORTATION	53.48
	PUD	ACCT #202694337	TRANSPORTATION	54.68
	PUD	ACCT #202557450	STREET LIGHTING	54.83
	PUD	ACCT #202102190	TRANSPORTATION	55.85
	PUD	ACCT #220298624	STREET LIGHTING	57.38
	PUD	ACCT #200827277	TRANSPORTATION	57.90
	PUD	ACCT #202689105	WASTE WATER TREATMENT	58.08
	PUD	ACCT #203430897	STREET LIGHTING	63.13
	PUD	ACCT #202143111	TRANSPORTATION	64.05
	PUD	ACCT #200625382	SEWER LIFT STATION	70.68
	PUD	ACCT #200084036	TRANSPORTATION	73.84
	PUD	ACCT #203231006	TRANSPORTATION	80.93
	PUD	ACCT #201670890	TRANSPORTATION	83.92
	PUD	ACCT #202490637	SEWER LIFT STATION	85.82
	PUD	ACCT #202572327	STREET LIGHTING	90.35
	PUD	ACCT #202463543	SEWER LIFT STATION	90.53
	PUD	ACCT #202294336	STREET LIGHTING	94.21
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	95.10
	PUD	ACCT #220731285	STREET LIGHTING	102.74
	PUD	ACCT #202030078	TRANSPORTATION	111.74
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	115.79
	PUD	ACCT #203223458	PARK & RECREATION FAC	139.86
	PUD	ACCT #200070449	TRANSPORTATION	140.78
	PUD	ACCT #202499489	COMMUNITY EVENTS	166.84
	PUD	ACCT #200223857	PARK & RECREATION FAC	175.77
	PUD	ACCT #220761175	OPERA HOUSE	236.43
	PUD	ACCT #202689287	WASTE WATER TREATMENT	610.25
	PUD	ACCT #200586485	SEWER LIFT STATION	776.69
	PUD	ACCT #223505728	PUBLIC SAFETY BLDG	958.69
	PUD	ACCT #223003021	CAPITAL EXPENDITURES	7,777.11
164428	PUGET SOUND SECURITY	DUPLICATED KEYS - CUSTODIAL	CUSTODIAL SERVICES	18.05
164429	RAINIER ENVIRONMENT	FATHEAD MINNOW ACUTE TEST	WASTE WATER TREATMENT	900.00
164430	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	4,976.63
164431	ROMAINE ELECTRIC	967 - REPAIR ALTERNATOR ASSEMBLY	EQUIPMENT RENTAL	88.61
164432	ROSE, THERESA	REFUND - TENNIS	PARKS-RECREATION	36.00
164433	ROSEMOUNT ANALYTICAL	3900 SENSOR	WATER FILTRATION PLANT	1,897.86
164434	ROSS, JEREMI & ALEJA	UTILITY REFUND	WATER/SEWER OPERATION	363.82
164435	SAFeway INC.	INMATE FOOD	DETENTION & CORRECTION	4.49
164436	SAFeway INC.	JAIL SUPPLIES	DETENTION & CORRECTION	102.79
164437	SAFeway INC.	INMATE FOOD	DETENTION & CORRECTION	7.99
164438	SALDIVAR, FERNANDA	CREDIT - SALDIVAR WEDDING	GENERAL FUND	500.00
164439	SAN DIEGO POLICE EQU	AMMO	POLICE TRAINING-FIREARMS	25,660.86
	SAN DIEGO POLICE EQU		POLICE TRAINING-FIREARMS	32,332.69
164440	SCCFOA	MEMBERSHIP - FERRER-SANTA INES	UTILITY BILLING	30.00
164441	SCRIBNER, SCOTT	REFUND - PLUMBING PERMIT	NON-BUS LICENSES AND	77.00
164442	SECURE A SITE, INC.	FENCING 1218 1ST ST - PANELS	CAPITAL EXPENDITURES	410.25
	SECURE A SITE, INC.	FENCING MCC - DAMAGED PANELS	CAPITAL EXPENDITURES	459.48
164443	SHERWIN WILLIAMS	PAINT	WATER RESERVOIRS	497.97
164444	SHERWIN WILLIAMS		PARK & RECREATION FAC	51.36
	SHERWIN WILLIAMS	PAINT - OPERA HOUSE	OPERA HOUSE	165.87

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	SHERWIN WILLIAMS	PAINT SUPPLIES	FACILITY REPLACEMENT	798.66
	SHERWIN WILLIAMS	PAINT SUPPLIES	PARK & RECREATION FAC	1,559.03
164445	SHI INTERNATIONAL	ADOBE PRO	COMPUTER SERVICES	42.93
	SHI INTERNATIONAL	ADOBE CREATIVE CLOUD SUITE	EXECUTIVE ADMIN	72.43
	SHI INTERNATIONAL	VERTIV RACK CABLE MANAGEMENT	COMPUTER SERVICES	316.32
	SHI INTERNATIONAL	POWER BI LICENSES	COMPUTER SERVICES	639.60
	SHI INTERNATIONAL	M365 LICENSING QUOTE	COMPUTER SERVICES	3,314.56
164446	SISKUN POWER EQUIPMENT	CHAINSAW CHAIN	SMALL ENGINE SHOP	184.59
164447	SIX ROBBLEES INC	812 - TAIL LIGHT ASSEMBLY	EQUIPMENT RENTAL	34.29
164448	SKYTA, LES	UTILITY REFUND	WATER/SEWER OPERATION	216.95
164449	SNO CO FINANCE	P145 - REMOVED BAD ENGINE	EQUIPMENT RENTAL	4,237.97
164450	SNOHOMISH CO 911	DISPATCH	COMMUNICATION CENTER	93,046.58
164451	SODERBERG, LAURA	CREDIT - LAURA'S CELEBRATION OF LIFE	PARKS-RECREATION	125.00
164452	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	108.48
164453	SOUND PUBLISHING	LEGAL ADVERTISEMENT	GMA-PARKS	130.96
164454	SOUND PUBLISHING		GMA - STREET	103.44
164455	SOUND PUBLISHING		GMA - STREET	106.88
164456	SOUND SAFETY	UNIFORM - MCCLEVE	CUSTODIAL SERVICES	163.74
	SOUND SAFETY	UNIFORM - VERA V	CUSTODIAL SERVICES	309.21
	SOUND SAFETY	UNIFORM - MAJERUS	CUSTODIAL SERVICES	337.41
	SOUND SAFETY	UNIFORM - LAJOIE	PARK & RECREATION FAC	606.59
	SOUND SAFETY	UNIFORM - SHAWVER	PARK & RECREATION FAC	828.57
	SOUND SAFETY	UNIFORM - MEYER	SOLID WASTE OPERATIONS	850.55
	SOUND SAFETY	UNIFORM - KING	PARK & RECREATION FAC	876.91
	SOUND SAFETY	SYRINGE/NEEDLES KEEPER	ER&R	1,457.01
164457	SPECIALTY CONTRACTOR	REFUND - PLUMBING PERMIT	NON-BUS LICENSES AND	80.00
164458	SPRAGUE PEST SOLUTION	BAIT STATIONS REPLACEMENT	SOLID WASTE OPERATIONS	98.46
	SPRAGUE PEST SOLUTION	EXPRESS BAIT STATIONS	SOLID WASTE OPERATIONS	148.78
	SPRAGUE PEST SOLUTION	RODENT EXTERIOR SERVICES	SOLID WASTE OPERATIONS	153.16
	SPRAGUE PEST SOLUTION	RODENT EXTERIOR SERVICES	SOLID WASTE OPERATIONS	175.04
164459	SPRINGBROOK NURSERY	BRUSH/STUMPS DUMP FEE	PARK & RECREATION FAC	24.00
	SPRINGBROOK NURSERY	MEDIUM BARK	PARK & RECREATION FAC	36.68
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	36.69
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	36.69
	SPRINGBROOK NURSERY	BRUSH/STUMPS DUMP FEE	PARK & RECREATION FAC	60.00
	SPRINGBROOK NURSERY	TOPSOIL	PARK & RECREATION FAC	83.08
	SPRINGBROOK NURSERY	5/8 SHOP ROCK HAUL IN	WATER DIST MAINS	720.00
	SPRINGBROOK NURSERY		SEWER MAIN COLLECTION	720.00
164460	SRV CONSTRUCTION	PAY ESTIMATE/RETAINAGE #8	UTILITY CONSTRUCTION	-17,835.47
	SRV CONSTRUCTION	EMERGENCY REPAIRS	STORM DRAINAGE	2,621.90
	SRV CONSTRUCTION		SEWER MAIN COLLECTION	5,587.77
	SRV CONSTRUCTION		SEWER MAIN COLLECTION	5,860.73
	SRV CONSTRUCTION	PAY ESTIMATE/RETAINAGE #8	SURFACE WATER CAPITAL	356,709.38
164461	STAPLES	OFFICE SUPPLIES	RECREATION SERVICES	203.30
164462	STATE PATROL	FINGERPRINT ID SERVICES	INTERGOVERNMENTAL	265.00
164463	STRATEGIES 360	TRAVEL REIMBURSEMENTS	GENERAL	22.56
	STRATEGIES 360		WASTE WATER TREATMENT	22.56
	STRATEGIES 360		UTIL ADMIN	30.09
	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00
	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00
	STRATEGIES 360	PROFESSIONAL SERVICES	UTIL ADMIN	1,400.00
	STRATEGIES 360	PROFESSIONAL SERVICES	UTIL ADMIN	1,400.00

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 7/31/2023 TO 8/2/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164463	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL	3,750.00
	STRATEGIES 360		WASTE WATER TREATMENT	3,750.00
	STRATEGIES 360		UTIL ADMIN	5,000.00
164464	SUPERIOR RESTROOMS	UNIT #8387 SERVICE	SOURCE OF SUPPLY	71.11
164465	TCL PARTNERS	HYDRANT METER DEPOSIT REFUND	WATER-UTILITIES/ENVIRONMN	-67.50
	TCL PARTNERS		WATER/SEWER OPERATION	1,150.00
164466	THYSSENKRUPP ELEVATOR	OLD CITY HALL-ELEV. MAINT 07/2023	CIVIC CENTER	358.95
164467	TRANSPO GROUP	PROFESSIONAL SERVICES	GMA - STREET	3,589.65
	TRANSPO GROUP	PROFESSIONAL SERVICES	GMA - STREET	3,967.10
164468	TRUE NORTH EQUIPMENT	PIVOT ARM	ER&R	236.66
164469	ULINE	REPLACED BROKEN VACUUM	DETENTION & CORRECTION	344.59
164470	UNITED RENTALS	PV4180219 CONTAINER RENTAL	PARK & RECREATION FAC	121.72
	UNITED RENTALS		PARK & RECREATION FAC	121.72
	UNITED RENTALS	BOOM 40-50' ARTICULATING RENTAL	ROADSIDE VEGETATION	769.50
164471	US MOWER	H004 - MOWER JOYSTICK ASSEMBLY	EQUIPMENT RENTAL	311.62
164472	USA BLUEBOOK	TRI=CORNERS BEAKERS 100PK	SOURCE OF SUPPLY	73.46
	USA BLUEBOOK	BUFFER KIT	SOURCE OF SUPPLY	245.38
	USA BLUEBOOK	REPLACEMENT CAP	WASTE WATER TREATMENT	439.03
	USA BLUEBOOK	BEAKERS, CHLORINE, BUFFER	WATER FILTRATION PLANT	606.78
	USA BLUEBOOK	LAB COAT, PROBE 1M CABLE	WASTE WATER TREATMENT	1,209.12
164473	UTILITIES UNDERGROUND	EXCAVATION NOTIFICATIONS	UTILITY LOCATING	947.10
164474	WASTE MANAGEMENT	YARD/RECYCLING SERVICE	RECYCLING OPERATION	530,060.50
164475	WAYNE'S AUTO DETAIL	INTERIOR & EXTERIOR DETAIL	EQUIPMENT RENTAL	284.13
	WAYNE'S AUTO DETAIL	V013 - INTERIOR & EXTERIOR DETAIL	EQUIPMENT RENTAL	295.06
164476	WEST PAYMENT CENTER	INVESTIGATIVE TOOL	POLICE INVESTIGATION	412.63
164477	WET RABBIT EXPRESS	VEHICLE CAR WAS SERVICE	EQUIPMENT RENTAL	14.40
	WET RABBIT EXPRESS	VEHICLE CAR WAS SERVICE	EQUIPMENT RENTAL	43.20
	WET RABBIT EXPRESS	VEHICLE CAR WAS SERVICE	POLICE PATROL	338.40
164478	WHITE CAP CONSTRUCT	MISC. SUPPLIES	ROADSIDE VEGETATION	289.67
	WHITE CAP CONSTRUCT	24"X60" YELLOW CAST	SIDEWALK MAINTENANCE	534.29
	WHITE CAP CONSTRUCT	BOTTLED WATER	MAINT OF GENL PLANT	917.12
164479	YOUNG, JASON	REFUND - TENNIS	PARKS-RECREATION	54.00
164480	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	60.58
164481	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	96.43
164482	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	120.96
164483	ZIPLY FIBER	ACCT #3606534028	CITY HALL	123.97
164484	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	66.19
164485	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	121.62
164486	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	80.81
164487	ZIPLY FIBER	LOCAL AND LD LINES	YOUTH SERVICES	8.62
	ZIPLY FIBER		CRIME PREVENTION	8.62
	ZIPLY FIBER		PROPERTY TASK FORCE	8.62
	ZIPLY FIBER		PURCHASING/CENTRAL	8.62
	ZIPLY FIBER		WATER QUAL TREATMENT	17.23
	ZIPLY FIBER		SOLID WASTE CUSTOMER	17.23
	ZIPLY FIBER		FACILITY MAINTENANCE	17.23
	ZIPLY FIBER		CITY CLERK	25.85
	ZIPLY FIBER		STORM DRAINAGE	25.85
	ZIPLY FIBER		GIS SERVICES IS	25.85
	ZIPLY FIBER		LEGAL - PROSECUTION	34.47
	ZIPLY FIBER		PARK & RECREATION FAC	34.47
	ZIPLY FIBER		LEGAL-GENL	34.47
	ZIPLY FIBER		GENERAL	43.08
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	43.09
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	51.89

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 7/31/2023 TO 8/2/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	ZIPLY FIBER		EQUIPMENT RENTAL	60.32
	ZIPLY FIBER		FINANCE-GENL	68.93
	ZIPLY FIBER		POLICE INVESTIGATION	68.93
	ZIPLY FIBER		RECREATION SERVICES	77.55
	ZIPLY FIBER		UTILITY BILLING	77.55
	ZIPLY FIBER		COMPUTER SERVICES	86.14
	ZIPLY FIBER		WASTE WATER TREATMENT	86.16
	ZIPLY FIBER		UTIL ADMIN	103.40
	ZIPLY FIBER		MUNICIPAL COURTS	112.01
	ZIPLY FIBER		EXECUTIVE ADMIN	112.01
	ZIPLY FIBER		OFFICE OPERATIONS	112.01
	ZIPLY FIBER		POLICE ADMINISTRATION	129.25
	ZIPLY FIBER		COMMUNITY	155.10
	ZIPLY FIBER		ENGR-GENL	198.18
	ZIPLY FIBER		DETENTION & CORRECTION	206.80
	ZIPLY FIBER		POLICE PATROL	465.29
164488	MCKETTA, TOSH	CONFERENCE REIMBURSEMENT	GIS SERVICES IS	1,188.95

WARRANT TOTAL: 1,933,692.37

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$1,933,692.37



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: August 7, 2023 Claim in the Amount of \$1617.00 Paid by Check Number 164489

SUGGESTED ACTION: **Action Requested 9/5/2023**

SUMMARY:

ATTACHMENTS:
080723.rtf

DATE: 8/8/2023
TIME: 9:23:27AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 1

FOR INVOICES FROM 8/7/2023 TO 8/7/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164489	INTERNAL REVENUE SVC	PCORI FEE - SELF INSURED MEDICAL	MEDICAL CLAIMS	1,617.00
WARRANT TOTAL:				<u>1,617.00</u>

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$1,617.00

DATE: 8/8/2023
TIME: 9:23:27AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 8/4/2023 TO 8/7/2023

PAGE: 2

CHK # **VENDOR**

ITEM DESCRIPTION

ACCOUNT
DESCRIPTION

ITEM
AMOUNT

DATE: 8/8/2023
TIME: 9:23:27AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 8/4/2023 TO 8/7/2023

PAGE: 3

CHK # **VENDOR**

ITEM DESCRIPTION

ACCOUNT
DESCRIPTION

ITEM
AMOUNT

DATE: 8/8/2023
TIME: 9:23:27AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 8/4/2023 TO 8/7/2023

PAGE: 4

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
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Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: August 9, 2023 Claims in the Amount of \$1,139,898.36 Paid by EFT Transactions and Check Numbers 164490 through 164655 with Check Numbers 157337, 159418 and 162042 Voided

SUGGESTED ACTION: **Action Requested 9/5/2023**

SUMMARY:

ATTACHMENTS:
080923.rtf

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 8/9/2023 TO 8/9/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164490	LICENSING, DEPT OF	FIREARMS SECTION CPL JULY 2023	INTERGOVERNMENTAL	1,134.00
164491	BOYD, RAE	CONTRACT NURSE SERVICE	DETENTION & CORRECTION	44,350.00
164492	COMMERCE DEPT OF	UPGRADE CONTRACT	ENTERPRISE D/S	531,578.95
164493	LYDIG CONSTRUCTION	FINAL PAYMENT SUPPLEMENTAL #1	CAPITAL EXPENDITURES	21,880.00
164494	911 SUPPLY INC.	UNIFORM - BRAR	POLICE PATROL	21.75
	911 SUPPLY INC.	UNIFORM - MOSALSKY	POLICE PATROL	25.88
	911 SUPPLY INC.	UNIFORM - BRAR	POLICE PATROL	27.36
	911 SUPPLY INC.		POLICE PATROL	50.33
	911 SUPPLY INC.	UNIFORM - DENIS	DETENTION & CORRECTION	114.85
	911 SUPPLY INC.	UNIFORM - BRAR	POLICE PATROL	247.49
	911 SUPPLY INC.	UNIFORM - BREVIG	POLICE PATROL	295.33
	911 SUPPLY INC.	UNIFORM - BRAR	POLICE PATROL	474.00
	911 SUPPLY INC.		POLICE PATROL	796.14
	911 SUPPLY INC.		POLICE PATROL	1,032.70
164495	AIRGAS INC	CONFINED SPACE ENTRY	WASTE WATER TREATMENT	1,183.65
164496	ALEXANDER PRINTING	BUSINESS CARDS	WATER CROSS CNTL	120.91
	ALEXANDER PRINTING	BUSINESS CARDS	PERSONNEL ADMINISTRATION	120.91
	ALEXANDER PRINTING	BUSINESS CARDS	METER READING	154.55
164497	ALL BATTERY SALES & ALL BATTERY SALES &	WINDSHIELD WASHER FLUID DISPOSABLE SHOP TOWELS	ER&R EQUIPMENT RENTAL	55.66 113.78
164498	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	90.48
164499	ALPINE PRODUCTS INC	WHEEL AND SPACER	TRAFFIC CONTROL DEVICES	799.64
164500	AMERICAN CLEANERS AMERICAN CLEANERS AMERICAN CLEANERS	DRY CLEANING AND PATCHES	POLICE ADMINISTRATION DETENTION & CORRECTION POLICE PATROL	35.77 52.40 1,167.27
164501	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	188.63
164502	ARC ARCHITECTS, INC.	PROGRAMMING STUDY/FNC OF PW	PW ADMIN CAP PROJECT	1,260.00
164503	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	37.80
164504	ARULRAJ, FELIX	REFUND - DANCE	PARKS-RECREATION	8.00
164505	BERG, DONNA	UTILITY REFUND	WATER/SEWER OPERATION	128.64
164506	BICKFORD FORD	BRAKE PAD, KIT, ROTOR ASSEMBLY	ER&R	321.60
164507	BIO CLEAN, INC	DECONTAMINATION PATROL VEHICLE	POLICE PATROL	464.95
164508	BIOTECH SCREENING BIOTECH SCREENING	JAIL SUPPLIES	DETENTION & CORRECTION DETENTION & CORRECTION	922.38 922.38
164509	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	2,352.00
164510	BOTESCH, NASH & HALL	POLICE EVIDENCE ROOM	CAPITAL EXPENDITURES	37,900.00
164511	BRANOM INSTRUMENT CO	POWERED INSULATOR	SOURCE OF SUPPLY	344.22
164512	BUILDER'S CHOICE HOME	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC &	40.00
164513	BURTIS, MICHAEL	MOUNTING TAPE	DETENTION & CORRECTION	16.39
164514	C M HEATING C M HEATING C M HEATING	REFUND - ELECTRICAL PERMIT FEE REFUND - MECHANICAL PERMIT FEE	COMMUNITY DEVELOPMENT COMMUNITY DEVELOPMENT NON-BUS LICENSES AND	35.00 35.00 63.00
164515	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	16,144.53
164516	CLEAN CUT TREE & STU	TREE SERVICE	ROADSIDE VEGETATION	1,750.40
164517	COASTAL FARM & HOME COASTAL FARM & HOME	CULTIVATOR UNIFORM - HARRIS	WASTE WATER TREATMENT UTIL ADMIN	42.63 126.89
164518	CODE PUBLISHING CODE PUBLISHING	MUNICIPAL CODE BOOK MUNICIPAL CODE BOOK	CITY CLERK CITY CLERK	1,156.91 4,124.93
164519	COMCAST	ACCT #8498310021752089	COMPUTER SERVICES	599.71
164520	COMMONSTREET	PROFESSIONAL SERVICE	GMA - STREET	135,780.59
164521	CONLEY SR., CHAD ROB	UTILITY REFUND	WATER/SEWER OPERATION	85.92
164522	COOP SUPPLY COOP SUPPLY	HEDGE SHEAR STRING LINE HOLDERS	WASTE WATER TREATMENT ROADWAY MAINTENANCE	36.08 98.44
164523	CORE & MAIN LP	AIR RELEASE VALVE/ROLLING SEAL	WATER FILTRATION PLANT	136.97

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/9/2023 TO 8/9/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164524	CORNERSTONE HOMES NW	REFUND - TRAFFIC MITIGATION FEES	ECONOMIC ENVIRONMENT	6,300.00
164525	COSTLESS SENIOR SRVC	INMATE MEDICATION	DETENTION & CORRECTION	999.47
164526	CRAVEN, NOAH	CERTIFICATION TRAINING/CEU'S	UTIL ADMIN	272.55
164527	CRYSTAL SPRINGS	WATER SERVICE	RECREATION SERVICES	123.77
164528	DAILY JOURNAL OF COM	LEGAL ADVERTISEMENT	GMA - STREET	254.40
	DAILY JOURNAL OF COM		GMA - STREET	278.40
164529	DANIELS, TIMOTHY	LIVE STREAMING 4TH OF JULY EVENT	EXECUTIVE ADMIN	500.00
164530	DATEC, INC	SECTOR PAPER	POLICE PATROL	601.70
164531	DAVID EVANS & ASSOC	PROFESSIONAL SERVICE	CAPITAL EXPENDITURES	1,139.10
164532	DELGADO, SILVIA	OPERA HOUSE DEPOSIT	GENERAL FUND	500.00
164533	DTG RECYCLE	DEMOLITION DEBRIS	CAPITAL EXPENDITURES	2,396.31
	DTG RECYCLE		CAPITAL EXPENDITURES	7,257.12
164534	DUNFORD, TARA	2022 FINANCIAL STATEMENT UPDATE	FINANCE-GENL	175.00
164535	DUNLAP INDUSTRIAL	BOOM MOWER TOOLS	ROADSIDE VEGETATION	265.81
164536	DYER, ROBERT L	LEOFF I - PREMIUM REIMBURSEMENT	POLICE ADMINISTRATION	1,530.10
164537	E&E LUMBER	CONCRETE PATIO BLOCK	WATER RESERVOIRS	3.96
	E&E LUMBER	FASTENERS	WATER RESERVOIRS	18.31
	E&E LUMBER	FASTENERS, CONCRETE BLOCK	WATER RESERVOIRS	29.23
	E&E LUMBER	ADAPTERS, GATE VALVE, CLAMP	PARK & RECREATION FAC	69.80
164538	ENTERPRISE FM TRUST	VEHICLE LEASE	EQUIPMENT RENTAL	569.11
	ENTERPRISE FM TRUST		EQUIPMENT RENTAL	577.00
	ENTERPRISE FM TRUST		EQUIPMENT RENTAL	577.09
	ENTERPRISE FM TRUST		EQUIPMENT RENTAL	626.63
164539	ERICKSON, MATTHEW	CDL LICENSE	EQUIPMENT RENTAL	136.00
164540	EVERCHANGNEST	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
164541	EVERETT TIRE & AUTO	EAGLE ENFORCER TIRES	ER&R	2,648.97
164542	EVERETT, CITY OF	ANIMAL SHELTER SERVICE/FEES	COMMUNITY SERVICES UNIT	265.00
	EVERETT, CITY OF		COMMUNITY SERVICES UNIT	4,250.00
164543	FBI/LEEDA	TRAINING REGISTRATION - ELTON	POLICE TRAINING-FIREARMS	795.00
164544	FERGUSON ENTERPRISES	FOOD ANTI SEIZE BRUSH TIP	WATER DIST MAINS	287.58
	FERGUSON ENTERPRISES	POWDER PILLOW AND TABLETS	WATER DIST MAINS	827.30
164545	FERRELLGAS	REFILLED LARGE TANK	ROADWAY MAINTENANCE	68.17
	FERRELLGAS		TRAFFIC CONTROL DEVICES	68.17
164546	FIRST AMERICAN TITLE	TITLE REPORT - MARYSVILLE	GMA-PARKS	384.65
	FIRST AMERICAN TITLE	TITLE REPORT - TULALIP TRIBES	GMA-PARKS	384.65
164547	FRANCOTYP-POSTALIA	POSTAGE METER RENTAL	UTIL ADMIN	109.94
	FRANCOTYP-POSTALIA		COMMUNITY	109.95
	FRANCOTYP-POSTALIA		CITY CLERK	160.82
164548	FRYBERG, BRADLEY	REFUND - WEDDING DEPOSIT	GENERAL FUND	500.00
164549	GATTSHALL, ERAS L	UTILITY REFUND	GARBAGE	21,094.92
164550	GOBLE SAMPSON ASSOC	AERATOR REPLACEMENT PARTS	WASTE WATER TREATMENT	36,613.78
164551	GRAFF, CALLIE	REFUND - DRAWING	PARKS-RECREATION	35.00
164552	GRAINGER	NYLON ROPE	SEWER LIFT STATION	30.12
	GRAINGER	UNSEALED SNAP SWITCH	WATER DIST MAINS	45.64
	GRAINGER	PLEATED AIR FILTER	SEWER LIFT STATION	46.95
	GRAINGER	SMOKE ALARM DETECTORS	SEWER LIFT STATION	69.25
	GRAINGER	WASP/HORNET KILLER	ER&R	304.57
	GRAINGER	GLOVES	ER&R	493.17
	GRAINGER	INVENTORY SUPPLIES	ER&R	1,256.02
164553	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	4,807.47
	GRAY AND OSBORNE		SURFACE WATER CAPITAL	6,955.88
164554	GREENHAUS PORTABLE	PORTABLE RESTROOM RENTAL	RECREATION SERVICES	140.00
164555	GREENSHIELDS	CUSTOM RIGGING ASSEMBLY	WATER RESERVOIRS	64.75
164556	GREENWOOD HEATING	REFUND - ELECTRICAL PERMIT FEE	COMMUNITY DEVELOPMENT	35.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/9/2023 TO 8/9/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164557	GUNDERSON, JARL	LEOFF 1 - PREMIUM REIMBURSEMENT	POLICE ADMINISTRATION	441.60
164558	HACH COMPANY	EQUIPMENT SERVICING	WASTE WATER TREATMENT	2,046.88
164559	HART, LINDA D & RUEL	UTILITY REFUND	GARBAGE	186.90
164560	HASHMAN, MARCIA		GARBAGE	380.96
164561	HASHMAN, MARCIA		WATER/SEWER OPERATION	19.04
164562	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
164563	HERNANDEZ, SARAI	REFUND - MINI CAMP	PARKS-RECREATION	49.00
164564	HOLMES, JENNIFER	REFUND - MINDS IN MOTION	PARKS-RECREATION	180.00
164565	HOME DEPOT USA	CREDIT INV #752949867	ER&R	-98.46
	HOME DEPOT USA	COUNTER BRUSH	ER&R	16.74
	HOME DEPOT USA	BLEND CORN HEAVY DUTY BROOM	ER&R	40.08
	HOME DEPOT USA	WOODEN HANDLE FOR SHOVEL	ER&R	98.46
	HOME DEPOT USA	INVENTORY SUPPLIES	ER&R	1,337.56
164566	HOPKINS, JACOB	CERTIFICATIONS	UTIL ADMIN	272.55
164567	HORTON, ASHLEY	REFUND - YOGA YIN	PARKS-RECREATION	30.00
164568	KALANQUIN, GORDON	UTILITY REFUND	WATER/SEWER OPERATION	750.00
164569	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
164570	KENDALL CHEVROLET	RELAY	ER&R	186.26
164571	LAMB, GREGG & AMBER	REFUND - MINDS IN MOTION	PARKS-RECREATION	180.00
164572	LASTING IMPRESSIONS	UNIFORM ACCESSORIES	POLICE PATROL	398.22
	LASTING IMPRESSIONS	BASKETBALL CAMP T-SHIRTS	RECREATION SERVICES	693.25
	LASTING IMPRESSIONS	PREPAREDNESS OUTREACH MATERIAL	EXECUTIVE ADMIN	1,427.67
164573	LEXISNEXIS RISK	INVESTIGATIVE TOOL	POLICE INVESTIGATION	196.28
164574	LINGAT, RENATO	REFUND - BIRTHDAY CELEBRATION	PARKS-RECREATION	115.00
164575	LIVINGSTON, MARJORIE	UTILITY REFUND	WATER/SEWER OPERATION	54.74
164576	LIVINGSTON, MARK		WATER/SEWER OPERATION	398.79
164577	LOWES HIW INC	AIR FRESHENER SPRAY	COURT FACILITIES	41.47
164578	MACDONALD-MILLER FAC	AIR DAMPER TESTING	COURT FACILITIES	6,428.97
	MACDONALD-MILLER FAC		CIVIC CENTER	6,428.97
164579	MARKETING SOLUTIONS	STRATEGIC PLANNING CONSULTING	PLANNING & COMMUNITY DEV	8,812.50
164580	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	14,056.73
164581	MARYSVILLE FIRE	INMATE EMERGENCY TRANSPORT	DETENTION & CORRECTION	475.85
164582	MARYSVILLE, CITY OF	12211 51ST AVE NE	SEWER LIFT STATION	2.02
	MARYSVILLE, CITY OF	9623 55TH AVE NE	PARK & RECREATION FAC	2.65
	MARYSVILLE, CITY OF	1095 ALDER AVE	AFFORDABLE HOUSING	88.82
164583	MCCONNELL, JOHN & LA	UB REFUND	GARBAGE	15.69
	MCCONNELL, JOHN & LA		GARBAGE	29.67
164584	MCLOUGHLIN & EARDLEY	RESPONDER	ER&R	6,575.65
164585	MENDOZA, TERESA TINA	INSTRUCTOR PAYMENT	RECREATION SERVICES	168.00
164586	MIZELL, TARA	RENTAL COSTS FOR MEETING	COMMUNITY CENTER	150.00
164587	MOTOR TRUCKS	FILTERS AND OIL	ER&R	638.83
164588	MOUNT, HERMAN	LEOFF I - MEDICAL REIMBURSEMENT	POLICE ADMINISTRATION	494.70
164589	NAPA AUTO PARTS	AIR/OIL FILTERS	ER&R	690.42
	NAPA AUTO PARTS	AIR/FUEL FILTERS	ER&R	807.85
164590	NEHRING, JON	AWC CONFERENCE	EXECUTIVE ADMIN	70.30
	NEHRING, JON	ROTARY DUES	NON-DEPARTMENTAL	705.00
164591	NEMETH, BRUCE & MARY	UTILITY REFUND	GARBAGE	29.60
164592	NERWIN, TAMMY	REFUND - PICKLEBALL	PARKS-RECREATION	50.00
164593	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	634.00
	NORTHSTAR CHEMICAL		WATER FILTRATION PLANT	792.50
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT	5,548.77
164594	NORTON, KAMILLE	AWC CONFERENCE PERDIEM	CITY COUNCIL	122.10
164595	NW MOBILE FLAGGING	FLAGGER CERTIFICATION	WATER QUAL TREATMENT	283.34
	NW MOBILE FLAGGING		GENERAL	566.66
164596	OATES, DEREK	OFFICE SUPPLIES	POLICE PATROL	19,999.99

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 8/9/2023 TO 8/9/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164597	ODP BUSINESS SOLUTION		LEGAL-GENL	21.95
	ODP BUSINESS SOLUTION		CITY CLERK	48.03
	ODP BUSINESS SOLUTION		LEGAL - PROSECUTION	70.20
	ODP BUSINESS SOLUTION		POLICE PATROL	95.16
	ODP BUSINESS SOLUTION	SUPPLIES	POLICE PATROL	126.64
	ODP BUSINESS SOLUTION	PAPER	POLICE PATROL	219.17
	ODP BUSINESS SOLUTION	OFFICE SUPPLIES	POLICE PATROL	282.73
164598	OLASON, MONICA	INSTRUCTOR SERVICE	RECREATION SERVICES	691.20
164599	PACIFIC POWER BATTER	BATTERIES	SEWER LIFT STATION	42.86
164600	PAYDIRT, LLC	MANHOLE ENTRY	WATER DIST MAINS	1,362.23
164601	PEACE OF MIND	PLANNING COMMISSION MINUTES	COMMUNITY	208.80
	PEACE OF MIND	COUNCIL/WORK SESSION MINUTES	CITY CLERK	460.80
164602	POLICE & SHERIFFS PRESS	ID CARS	GENERAL FUND	-4.52
	POLICE & SHERIFFS PRESS	ID CARD - LEE	GENERAL FUND	-1.65
	POLICE & SHERIFFS PRESS	ID CARD - WISEMAN	GENERAL FUND	-1.65
	POLICE & SHERIFFS PRESS	ID CARD - LEE	DETENTION & CORRECTION	19.25
	POLICE & SHERIFFS PRESS	ID CARD - WISEMAN	POLICE PATROL	19.25
	POLICE & SHERIFFS PRESS	ID CARS	OFFICE OPERATIONS	52.57
164603	POSTAL SERVICE	POSTAGE	POLICE ADMINISTRATION	41.78
	POSTAL SERVICE		COMPUTER SERVICES	41.81
	POSTAL SERVICE		EXECUTIVE ADMIN	46.95
	POSTAL SERVICE		PERSONNEL ADMINISTRATION	62.47
	POSTAL SERVICE		LEGAL-GENL	135.55
	POSTAL SERVICE		PARK & RECREATION FAC	181.05
	POSTAL SERVICE		COMMUNITY	247.78
	POSTAL SERVICE		UTIL ADMIN	311.28
	POSTAL SERVICE		UTILITY BILLING	314.92
	POSTAL SERVICE		FINANCE-GENL	832.98
	POSTAL SERVICE		MUNICIPAL COURTS	1,783.43
164604	PRIMAL TREE SERVICE	TREE REMOVAL	FORESTRY MAINTENANCE	2,735.00
	PRIMAL TREE SERVICE	COTTONWOOD TREE REMOVAL	STORM DRAINAGE	4,376.00
	PRIMAL TREE SERVICE	TREE REMOVAL	FORESTRY MAINTENANCE	8,752.00
164605	PRINGLE, LORELEI	STAPLES LAMINATION	COMPUTER SERVICES	15.97
164606	PUD	ACCT #205283641	STREET LIGHTING	8.82
	PUD	ACCT #205026479	STREET LIGHTING	12.09
	PUD		STREET LIGHTING	18.91
	PUD	ACCT #204584361	STREET LIGHTING	19.05
	PUD	ACCT #202177861	PUMPING PLANT	21.75
	PUD	ACCT #200998532	PARK & RECREATION FAC	23.63
	PUD	ACCT #201931193	PARK & RECREATION FAC	23.72
	PUD	ACCT #204584361	STREET LIGHTING	25.26
	PUD	ACCT #202791166	PUMPING PLANT	28.11
	PUD	ACCT #221303498	STREET LIGHTING	35.57
	PUD	ACCT #202220760	GOLF ADMINISTRATION	44.14
	PUD	ACCT #220153100	TRANSPORTATION	50.58
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	54.35
	PUD	ACCT #200800704	STREET LIGHTING	55.19
	PUD	ACCT #202183679	TRANSPORTATION	58.83
	PUD	ACCT #200869303	TRANSPORTATION	60.23
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	64.33
	PUD	ACCT #202368197	PUMPING PLANT	98.52
	PUD	ACCT #222592917	PARK & RECREATION FAC	107.27
	PUD	ACCT #200084150	TRANSPORTATION	132.11
	PUD	ACCT #202576112	STREET LIGHTING	133.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/9/2023 TO 8/9/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164606	PUD	ACCT #203344585	STREET LIGHTING	212.39
	PUD	ACCT #200812808	PUMPING PLANT	290.60
	PUD	ACCT #200164598	SOURCE OF SUPPLY	307.32
	PUD	ACCT #202461554	SEWER LIFT STATION	385.60
	PUD	ACCT #201639630	GOLF ADMINISTRATION	1,044.75
	PUD	ACCT #201098969	PUMPING PLANT	1,081.74
	PUD	ACCT #202604203	STREET LIGHTING	1,832.64
	PUD	ACCT #202576112	STREET LIGHTING	2,527.11
	PUD	ACCT #202604203	STREET LIGHTING	2,748.98
	PUD	ACCT #200303477	WATER FILTRATION PLANT	4,089.55
	PUD	ACCT #201147253	PUMPING PLANT	4,866.98
	PUD	ACCT #201577921	PUMPING PLANT	8,790.68
	PUD	ACCT #202882098	STREET LIGHTING	9,350.76
	PUD		STREET LIGHTING	14,625.57
164607	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	13.15
164608	PUGET SOUND SECURITY	KEYS	POLICE PATROL	6.02
	PUGET SOUND SECURITY		POLICE PATROL	8.42
164609	PULTE HOMES	REFUND - IRRIGATION METER FEE	WATER-UTILITIES/ENVIRONME	100.00
164610	RAINIER CUSTOM PLUMB	REFUND - CREDIT CARD FEE	COMMUNITY DEVELOPMENT	8.32
164611	RICKEY, MAGEN	REFUND - BASKETBALL CAMP	PARKS-RECREATION	71.25
164612	SAFEWAY INC.	SENIOR SWEETHEART DANCE SUPPLIES	COMMUNITY EVENTS	20.42
	SAFEWAY INC.		OPERA HOUSE	117.12
164613	SAUVE & SONS TREE	COMMUNITY BEAUTIFICATION GRANT	PROTECTIVE INSPECTIONS	2,899.10
164614	SCORE	INMATE HOUSING SCORE	DETENTION & CORRECTION	9,577.80
164615	SCOTT, ALLEN	CDL LICENSE RENEWAL	SOLID WASTE OPERATIONS	102.00
164616	SHERWIN WILLIAMS	PAINT	PARK & RECREATION FAC	126.31
164617	SISKUN POWER EQUIPMENT	HONDA TRIMMER HEADS	SMALL ENGINE SHOP	209.39
164618	SNO CO CHAPTER OF	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,008.00
164619	SNO CO PROSECUTING	EXTRADITION/TRANSPORT FEE	POLICE PATROL	300.00
164620	SNO CO PUBLIC WORKS	FRANCHISE AGREEMENT FEE	UTIL ADMIN	55.37
	SNO CO PUBLIC WORKS		UTIL ADMIN	55.37
	SNO CO PUBLIC WORKS		STORM DRAINAGE	55.37
164621	SNO CO TREASURER	2023 JAG CONTRIBUTION	POLICE ADMINISTRATION	13,501.00
164622	SOUND PUBLISHING	ORDINANCE 3275	CITY CLERK	34.52
164623	SOUND PUBLISHING	ORDINANCE 3276	CITY CLERK	34.52
164624	SOUND PUBLISHING	PUBLICATION JENNINGS PARK	GMA-PARKS	234.16
164625	SOUND PUBLISHING	ORDINANCE 3277	CITY CLERK	37.96
164626	SOUND SAFETY	UNIFORM - WINELAND	FACILITY MAINTENANCE	98.35
164627	SPECTRA BROADBAND	REFUND - ELECTRICAL PERMIT FEE	COMMUNITY DEVELOPMENT	50.00
164628	SPILL TACKLE, LLC	DELUXE CANVAS BAG SPILL KIT	STORM DRAINAGE	1,525.60
164629	SPRINGBROOK NURSERY	TOPSOIL	SIDEWALK MAINTENANCE	41.54
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	60.96
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	186.94
164630	STANWOOD REDI-MIX	ECOLOGY BLOCK	MAINTENANCE	98.19
	STANWOOD REDI-MIX	ECOLOGY BLOCK/ECONOMY BLOCK	MAINTENANCE	615.38
164631	STAPLES	STAPLERS	MUNICIPAL COURTS	15.64
	STAPLES	WALLET EXPANDER	MUNICIPAL COURTS	219.78
	STAPLES	PAPER, PADS, SEAL	MUNICIPAL COURTS	548.00
164632	STONEWAY ELECTRIC	SQD CONTACTORS	STREET LIGHTING	200.04
164633	SUMMIT LAW GROUP	LABOR RELATIONS	PERSONNEL ADMINISTRATION	720.00
164634	SUN BADGE CO	POLICE BADGES	GENERAL FUND	-45.68
	SUN BADGE CO	CUSTODY BADGES	GENERAL FUND	-23.36
	SUN BADGE CO		DETENTION & CORRECTION	271.86
	SUN BADGE CO	POLICE BADGES	POLICE PATROL	531.68
164635	SUNRISE ENVIRONMENT	AEROSOLS	ER&R	1,45 101

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/9/2023 TO 8/9/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164636	SUPERIOR RESTROOMS	RESTROOM RENTAL	PARK & RECREATION FAC	390.00
	SUPERIOR RESTROOMS		PARK & RECREATION FAC	415.00
	SUPERIOR RESTROOMS		PARK & RECREATION FAC	750.00
164637	SWANK MOTION PICTURE	OUTDOOR MOVIE	GENERAL FUND	-45.12
	SWANK MOTION PICTURE		GENERAL FUND	-45.12
	SWANK MOTION PICTURE	SATURDAY MOVIE	GENERAL FUND	-22.56
	SWANK MOTION PICTURE		RECREATION SERVICES	262.56
	SWANK MOTION PICTURE	OUTDOOR MOVIE	RECREATION SERVICES	525.12
	SWANK MOTION PICTURE		OPERA HOUSE	525.12
164638	TACOMA SCREW PRODUCT	WEATHER PACK CONNECTOR, CLAMP	EQUIPMENT RENTAL	121.49
	TACOMA SCREW PRODUCT	NUTS, BOLTS, WASHERS, SCREWS	EQUIPMENT RENTAL	315.60
164639	TALBOT, RICKY	WDM2 CERTIFICATION TEST	SOURCE OF SUPPLY	192.74
164640	TAYLOR MORRISON NW	REFUND CREDIT CARD CONVENIENCE FEE	COMMUNITY DEVELOPMENT	8.66
164641	THORNE-PAGE-SHAW, J	INSTRUCTOR PAYMENT	RECREATION SERVICES	135.00
164642	UNMANNED VEHICLE TEC	NEW DRONES	DRUG ENFORCEMENT	2,953.58
164643	VOLUNTEERS OF AMERICA	COMMERCE GRANT COVID RELIEF	COMMUNITY	124.52
	VOLUNTEERS OF AMERICA		COMMUNITY	15,736.51
164644	WABO	UPDATED BUILDING CODE BOOK	COMMUNITY	350.86
	WABO		COMMUNITY	673.36
	WABO	UPDATED BUILDING CODE BOOKS	COMMUNITY	5,720.07
164645	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	151.65
164646	WESTERN DISPLAY	FIREWORKS SHOW	COMMUNITY EVENTS	12,500.00
164647	WESTERN EQUIPMENT	W023-WAM TORO GROUNDS MASTER	SMALL ENGINE SHOP	188.12
	WESTERN EQUIPMENT	W023-SEAT AIR CONTROL VALVE	SMALL ENGINE SHOP	537.67
164648	WHISTLE WORKWEAR	UNIFORM - MUNRO	GENERAL	59.34
164649	WIDE FORMAT COMPANY	PRINTER/COPIER/SCANNER	UTIL ADMIN	142.22
	WIDE FORMAT COMPANY		UTIL ADMIN	142.22
164650	WILLIAMS, TIERA	REFUND - BABY SHOWER	PARKS-RECREATION	70.00
164651	WINKLER, DIANE	REIMBURSEMENT #23-0011	RISK MANAGEMENT	437.60
164652	WINNINGHAM, TAYLOR	SALSA DANCING	OPERA HOUSE	300.00
164653	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	64.64
164654	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	66.34
164655	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	66.19

WARRANT TOTAL: 1,140,581.26

MCCONNELL, JOHN & LAUREN	CHECK LOST/DAMAGED	VOID	157337	45.36
DELGADO, SILVIA	CHECK LOST/DAMAGED	VOID	159418	500.00
SAFEWAY INC	CHECK LOST/DAMAGED	VOID	162042	137.54

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$1,139,898.36



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: August 10, 2023 Payroll in the Amount of \$1,816,963.62 Paid by EFT Transactions and Check Numbers 34716 through 34736

SUGGESTED ACTION: **Action Requested 9/5/2023**

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: August 16, 2023 Claims in the Amount of \$511,555.17 Paid by EFT Transactions and Check Numbers 164656 through 164765 with Check Number 162610 Voided

SUGGESTED ACTION: **Action Requested 9/5/2023**

SUMMARY:

ATTACHMENTS:
081623.rtf

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/16/2023 TO 8/16/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164656	PREMERA BLUE CROSS	CLAIMS PAID 7/30 TO 7/31/23	MEDICAL CLAIMS	10,993.58
	PREMERA BLUE CROSS	CLAIMS PAID 8/1 TO 8/5/23	MEDICAL CLAIMS	77,407.22
	PREMERA BLUE CROSS	CLAIMS PAID 7/23 TO 7/29/23	MEDICAL CLAIMS	87,008.21
164657	LICENSING, DEPT OF	DRIVING ABSTRACT - JOHNSON	PERSONNEL ADMINISTRATION	15.00
164658	LICENSING, DEPT OF	DRIVING ABSTRACT - JACKSON JR.	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - NISHIMURA	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - PALITZ	PERSONNEL ADMINISTRATION	15.00
164659	US BANK	GPS EQUIPMENT FOR MAPPING	WATER/SEWER OPERATION	-812.72
	US BANK	SUPPLIES	GENERAL FUND	-136.24
	US BANK	TRAINING/SUPPLIES	MEDICAL CLAIMS	-107.20
	US BANK	LAUNDRY REFUND	COMMUNITY	-50.64
	US BANK	SUPPLIES/TRAINING	POLICE PATROL	5.00
	US BANK	PROFESSIONAL SERVICE	POLICE PATROL	6.70
	US BANK	SUPPLIES	POLICE ADMINISTRATION	7.65
	US BANK	SUPPLIES/TRAINING	DETENTION & CORRECTION	7.65
	US BANK	WELLNESS EVENT	MEDICAL CLAIMS	10.00
	US BANK	SUPPLIES	ENGR-GENL	13.12
	US BANK	REFRESHMENTS	PERSONNEL ADMINISTRATION	13.96
	US BANK	SUPPLIES/TRAINING	POLICE ADMINISTRATION	14.45
	US BANK	SUPPLIES	GENERAL	15.51
	US BANK	TRAINING/SUPPLIES	PROBATION	16.03
	US BANK	SUPPLIES	POLICE INVESTIGATION	16.38
	US BANK		OFFICE OPERATIONS	19.68
	US BANK		EQUIPMENT RENTAL	21.50
	US BANK		RECREATION SERVICES	24.25
	US BANK	TRAINING/SUPPLIES	UTIL ADMIN	24.61
	US BANK	SUPPLIES	UTIL ADMIN	24.95
	US BANK	TRAINING/SUPPLIES	MEDICAL CLAIMS	25.13
	US BANK	OFFICE SUPPLIES	FINANCE-GENL	26.33
	US BANK	PROFESSIONAL SERVICE	CITY CLERK	26.89
	US BANK	SUPPLIES	OPERA HOUSE	27.41
	US BANK	SUPPLIES/TRAINING	OFFICE OPERATIONS	28.42
	US BANK	TRAINING/SUPPLIES	UTIL ADMIN	30.62
	US BANK	SUPPLIES	COMMUNITY CENTER	31.83
	US BANK	REGISTRATION/SUPPLIES	UTILITY BILLING	36.09
	US BANK	SUPPLIES/TRAINING	YOUTH SERVICES	38.18
	US BANK	PROFESSIONAL SERVICE	LEGAL-GENL	40.00
	US BANK	REGISTRATION/SUPPLIES	FINANCE-GENL	40.00
	US BANK	SUPPLIES/MEALS	RECREATION SERVICES	40.00
	US BANK	TRAVEL/SUPPLIES	POLICE TRAINING-FIREARMS	40.00
	US BANK	SUPPLIES	POLICE PATROL	42.56
	US BANK	SUPPLIES/TRAINING	EMBEDDED SOCIAL WORKER	42.60
	US BANK	SUPPLIES	EQUIPMENT RENTAL	44.25
	US BANK		UTIL ADMIN	48.29
	US BANK		EXECUTIVE ADMIN	49.60
	US BANK	SUPPLIES/TRAINING	POLICE INVESTIGATION	52.50
	US BANK	SUPPLIES	EQUIPMENT RENTAL	54.69
	US BANK		EQUIPMENT RENTAL	57.00
	US BANK		RECREATION SERVICES	57.71
	US BANK	MEALS	POLICE INVESTIGATION	59.13
	US BANK	SUPPLIES/TRAINING	COMMUNITY SERVICES UNIT	61.02
	US BANK	SUPPLIES	ROADSIDE VEGETATION	63.44
	US BANK		IS REPLACEMENT ACCOUNTS	63.44
	US BANK		EQUIPMENT RENTAL	64.00
	US BANK	MEALS/SUPPLIES	EXECUTIVE ADMIN	6 105

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/16/2023 TO 8/16/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	US BANK	EMPLOYEE APPRECIATION	SOLID WASTE OPERATIONS	70.80
	US BANK	SUPPLIES	GENERAL	74.44
	US BANK	REGISTRATION/SUPPLIES	UTILITY BILLING	75.00
	US BANK	TRAVEL/SUPPLIES	POLICE TRAINING-FIREARMS	76.56
	US BANK	MEALS DURING TRAINING	LEGAL - PROSECUTION	83.52
	US BANK	TRAINING/SUPPLIES	WASTE WATER TREATMENT	85.27
	US BANK	SUPPLIES	SIDEWALK MAINTENANCE	85.92
	US BANK		CUSTODIAL SERVICES	87.04
	US BANK		COMMUNITY EVENTS	92.01
	US BANK		POLICE PATROL	95.15
	US BANK		COMMUNITY	98.46
	US BANK	OFFICE SUPPLIES	MUNICIPAL COURTS	100.46
	US BANK	TRAINING/SUPPLIES	MUNICIPAL COURTS	106.93
	US BANK	SUPPLIES/MEALS	PRO-SHOP	107.19
	US BANK	UNIFORMS/SUPPLIES	POLICE TRAINING-FIREARMS	109.40
	US BANK	SUPPLIES	POLICE INVESTIGATION	110.49
	US BANK		POLICE PATROL	117.06
	US BANK	TRAINING/SUPPLIES	STORM DRAINAGE	119.99
	US BANK	SUPPLIES	RECREATION SERVICES	125.78
	US BANK	TRAINING/SUPPLIES	SOLID WASTE OPERATIONS	126.32
	US BANK	SUPPLIES/MEALS	FINANCE-GENL	130.85
	US BANK	TRAINING/SUPPLIES	PARK & RECREATION FAC	131.26
	US BANK	SUPPLIES	EQUIPMENT RENTAL	143.58
	US BANK	TRAINING/SUPPLIES	UTIL ADMIN	145.00
	US BANK	REGISTRATION	CITY COUNCIL	146.86
	US BANK	SUPPLIES	COMMUNITY EVENTS	147.29
	US BANK	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	153.95
	US BANK	WELLNESS SUPPLIES	MEDICAL CLAIMS	157.64
	US BANK	TRAVEL/SUPPLIES	POLICE TRAINING-FIREARMS	159.00
	US BANK	SUPPLIES	COMMUNITY EVENTS	160.78
	US BANK	ADVERTISING	OPERA HOUSE	169.55
	US BANK	TRAVEL/SUPPLIES	POLICE INVESTIGATION	200.72
	US BANK	SUPPLIES	COMMUNITY	202.84
	US BANK	SUPPLIES/TRAINING	POLICE ADMINISTRATION	211.55
	US BANK		CRIME PREVENTION	225.24
	US BANK	SUPPLIES/MEALS	EXECUTIVE ADMIN	231.11
	US BANK	TRAVEL/FRESHMENTS	EXECUTIVE ADMIN	288.27
	US BANK	SUPPLIES	RECREATION SERVICES	297.45
	US BANK		ROADWAY MAINTENANCE	301.64
	US BANK		POLICE INVESTIGATION	317.72
	US BANK	OFFICE SUPPLIES	FACILITY MAINTENANCE	328.19
	US BANK	SUPPLIES/MEALS	COMMUNITY EVENTS	329.34
	US BANK	TRAVEL/TRAINING	EXECUTIVE ADMIN	330.21
	US BANK	SUPPLIES/TRAINING	POLICE PATROL	332.46
	US BANK	SUPPLIES/ADVERTISING	PERSONNEL ADMINISTRATION	350.00
	US BANK	SUPPLIES	CUSTODIAL SERVICES	365.06
	US BANK	PARTS	WATER SERVICE INSTALL	369.00
	US BANK	TRAVEL	POLICE ADMINISTRATION	372.63
	US BANK	SUPPLIES/ADVERTISING	PERSONNEL ADMINISTRATION	399.01
	US BANK	SUPPLIES	POLICE PATROL	424.38
	US BANK		SMALL ENGINE SHOP	430.30
	US BANK	SUPPLIES/MEALS	FINANCE-GENL	437.14
	US BANK	SUPPLIES/TRAINING	POLICE ADMINISTRATION	448.00
	US BANK	SUPPLIES	DETENTION & CORRECTION	459.47

**CITY OF MARYSVILLE
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164659	US BANK	PROFESSIONAL SERVICE	LEGAL-GENL	460.74
	US BANK		LEGAL - PROSECUTION	460.74
	US BANK	SUPPLIES	STORM DRAINAGE	475.27
	US BANK		ROADWAY MAINTENANCE	481.91
	US BANK	TRAVEL	ENGR-GENL	523.60
	US BANK	SUPPLIES	RECREATION SERVICES	530.02
	US BANK	TRAINING/SUPPLIES	UTIL ADMIN	540.00
	US BANK	UNIFORMS/SUPPLIES	POLICE PATROL	573.29
	US BANK	SUPPLIES/TRAINING	POLICE PATROL	635.34
	US BANK	PERMIT	CIVIC CENTER	669.94
	US BANK	SUPPLIES	MEDICAL CLAIMS	706.90
	US BANK	WELLNESS EVENT	GENERAL FUND	718.00
	US BANK	SUPPLIES	COMPUTER SERVICES	733.74
	US BANK		RECREATION SERVICES	752.44
	US BANK	TRAVEL/TRAINING	EXECUTIVE ADMIN	825.89
	US BANK	PROFESSIONAL SERVICE	DEVELOPMENT SERVICES	842.49
	US BANK	TRAINING/SUPPLIES	UTIL ADMIN	880.00
	US BANK	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	975.87
	US BANK	SUPPLIES	CUSTODIAL SERVICES	986.43
	US BANK	TRAINING/SUPPLIES	MUNICIPAL COURTS	990.00
	US BANK	TRAVEL/REFRESHMENTS	EXECUTIVE ADMIN	1,016.86
	US BANK	SUPPLIES/TRAINING	POLICE TRAINING-FIREARMS	1,050.54
	US BANK	TRAVEL/TRAINING	CITY COUNCIL	1,073.28
	US BANK	SUPPLIES	COMMUNITY	1,210.65
	US BANK		COMPUTER SERVICES	1,553.72
	US BANK		EXECUTIVE ADMIN	1,585.55
	US BANK	TRAVEL/TRAINING	CITY COUNCIL	1,610.80
	US BANK	SUPPLIES/TRAINING	DRUG ENFORCEMENT	1,969.18
	US BANK	TRAINING/SUPPLIES	FINANCE-GENL	2,007.00
	US BANK	SUPPLIES	SOLID WASTE OPERATIONS	2,078.43
	US BANK	PROFESSIONAL SERVICE	GENL GVRNMNT SERVICES	2,103.87
	US BANK	SUPPLIES	POLICE ADMINISTRATION	2,163.17
	US BANK	GPS EQUIPMENT FOR MAPPING	STORM DRAINAGE	9,458.72
164660	STATE AUDITORS OFFICE	AUDIT PERIOD 2022	UTIL ADMIN	24,294.16
	STATE AUDITORS OFFICE		NON-DEPARTMENTAL	24,294.17
164661	AHLSTROM, KAREN	UTILITY REFUND	GARBAGE	45.70
164662	ALEXANDER PRINTING	DOOR HANGER	SOLID WASTE OPERATIONS	185.32
164663	ALS LABORATORY	LAB ANALYSIS	WATER QUAL TREATMENT	140.00
	ALS LABORATORY		WATER QUAL TREATMENT	950.00
	ALS LABORATORY		WATER QUAL TREATMENT	1,410.00
164664	AMERON POLE PRODUCTS	STATE AVE/136TH ST NE	TRANSPORTATION	17,645.69
164665	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	34.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	34.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	46.14
	ARAMARK UNIFORM		EQUIPMENT RENTAL	46.14
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	258.91
164666	ARG INDUSTRIAL	BRASS BALL VALVE	WATER DIST MAINS	321.40
164667	BHC CONSULTANTS	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	3,412.50
164668	BICKFORD FORD	SPARK PLUG, IGNITION COIL, GASKET P194	EQUIPMENT RENTAL	334.18
164669	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	5,921.21
164670	BILLS BLUEPRINT INC	BLUE PRINTS	GMA - STREET	152.28
164671	BRAKE AND CLUTCH	BRAKE PARTS - J035	EQUIPMENT RENTAL	1,590.99
164672	CENTRAL WELDING SUPPLY	PURVEYOR VESTS	ER&R	49.23
	CENTRAL WELDING SUPPLY	VESTS/SAFETY TAPE	ER&R	73.85
	CENTRAL WELDING SUPPLY	EARPLUGS	ER&R	8 107

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	CENTRAL WELDING SUPPLY	PURVEYOR VESTS, SAFETY TAPE	ER&R	286.62
	CENTRAL WELDING SUPPLY	INVENTORY SUPPLIES	ER&R	1,081.10
164673	CHAVEZ LANDSCAPING	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONME	-104.00
	CHAVEZ LANDSCAPING		WATER-UTILITIES/ENVIRONME	-50.00
	CHAVEZ LANDSCAPING		WATER/SEWER OPERATION	1,150.00
164674	COASTAL FARM & HOME	GENERATOR	WATER RESERVOIRS	1,038.21
164675	CORE & MAIN LP	PRESSURE VALVES	WATER SERVICES	381.99
	CORE & MAIN LP	AIR RELEASE VALVE	WATER FILTRATION PLANT	797.49
	CORE & MAIN LP	VALVES	WATER DIST MAINS	2,287.48
164676	DAILY JOURNAL OF COM	LEGAL ADVERTISEMENT	GMA - STREET	211.20
	DAILY JOURNAL OF COM		GMA-PARKS	350.40
164677	DELANTY, EMILY	FEMALE ENFORCERS	COMMUNITY SERVICES UNIT	172.50
164678	DK SYSTEMS, INC.	A/C DIAGNOSIS	WASTE WATER TREATMENT	640.00
	DK SYSTEMS, INC.	THERMOSTAT	MAINTENANCE	794.31
	DK SYSTEMS, INC.	Q3 23 HVAC MAINTENANCE SERVICE	CIVIC CENTER	6,518.65
164679	DMH INDUSTRIAL	EQUIPMENT SERVICE/MAINTENANCE	WASTE WATER TREATMENT	285.74
164680	DRIVE PAYMENTS, LLC	ACH PAYMENT PROCESSING - JULY 2023	UTILITY BILLING	759.45
164681	DUNLAP INDUSTRIAL	EYEBOLT, HEX NUT, FLAT WASHER	WATER RESERVOIRS	45.25
	DUNLAP INDUSTRIAL	MISC. FLAD DISC	WASTE WATER TREATMENT	56.45
	DUNLAP INDUSTRIAL	DELUXE VEST	WASTE WATER TREATMENT	87.87
164682	E&E LUMBER	CREDIT FOR INVOICE K90757	WATER DIST MAINS	-94.37
	E&E LUMBER	CREDIT NOT VALID BALANCE	WATER DIST MAINS	-17.37
	E&E LUMBER	INVOICE ISSUED TO CANCEL CREDIT MEMO 290758	WATER DIST MAINS	17.37
	E&E LUMBER	INVOICE K90757 CORRECT SIZE	WATER DIST MAINS	77.00
	E&E LUMBER	BRASS SQUARE PLUG	WATER DIST MAINS	94.37
164683	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	291.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	378.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
164684	EVERETT TIRE & AUTO	TIRES - F005	EQUIPMENT RENTAL	288.88
164685	FERRARO, TABITHA	MEAL REIMBURSEMENT	SOLID WASTE OPERATIONS	62.28
164686	FIRESTONE	TIRES - V004	EQUIPMENT RENTAL	544.72
164687	FLORIDA HIGHWAY	PRE-EMPLOYMENT	POLICE ADMINISTRATION	10.00
164688	FRANCOTYP-POSTALIA	POSTAGE METER RENTAL	COMMUNITY	109.94
	FRANCOTYP-POSTALIA		UTIL ADMIN	109.95
164689	GIFFIN, SAM	NATIONAL NIGHT OUT SUPPLIES	POLICE ADMINISTRATION	254.69
164690	GLASS FIX LLC	WINDSHIELD REPLACEMENT - P189	EQUIPMENT RENTAL	320.54

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164691	GLEN'S SAW SHOP	WEED EATER BLADE - P899	SMALL ENGINE SHOP	65.43
164692	GOBLE SAMPSON ASSOC	HYP0 PUMP REPLACEMENT	WATER FILTRATION PLANT	9,955.40
164693	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	543.02
	GRANITE CONST		ROADWAY MAINTENANCE	687.82
	GRANITE CONST		ROADWAY MAINTENANCE	756.89
	GRANITE CONST		ROADWAY MAINTENANCE	917.09
	GRANITE CONST		ROADWAY MAINTENANCE	1,218.77
164694	GREENSHIELDS INDS	HYDRAULIC CAPS AND PLUGS	EQUIPMENT RENTAL	36.46
	GREENSHIELDS INDS	HYDRAULIC HOSE FITTING	ER&R	497.43
	GREENSHIELDS INDS	INVENTORY HYDRAULIC HOSE	ER&R	1,870.99
164695	HAGAR, TAMI	REFUND - OPERA HOUSE	GENERAL FUND	500.00
164696	HARRINGTON INDUST.	REPLACEMENT OF BALL VALVE	WATER FILTRATION PLANT	1,030.68
164697	HD FOWLER COMPANY	METER GASKETS	WATER SERVICE INSTALL	207.29
	HD FOWLER COMPANY	MISC. GALVANIZED SUPPLIES	WATER DIST MAINS	374.03
	HD FOWLER COMPANY	FIRE HYDRANT	HYDRANTS	3,805.46
164698	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	21.31
	HOME DEPOT USA		CUSTODIAL SERVICES	53.76
	HOME DEPOT USA		CUSTODIAL SERVICES	82.50
	HOME DEPOT USA		CUSTODIAL SERVICES	353.56
164699	INTERMOUNTAIN LOCK	DOOR CLOSER	UTIL ADMIN	195.17
164700	INTERNAL REVENUE SVC	PCORI FEE MED FOR 2020	MEDICAL CLAIMS	1,337.98
	INTERNAL REVENUE SVC	PCORI FEE MED PLAN FOR 2021	MEDICAL CLAIMS	1,498.23
164701	J & B TOOLS, LLC	DRIVE IMPACT KIT	EQUIPMENT RENTAL	268.02
	J & B TOOLS, LLC	REFILLED TOOL/METRIC SOCKET SET	EQUIPMENT RENTAL	536.04
164702	JOHNSTON, ROSS	MEAL REIMBURSEMENT	SOLID WASTE OPERATIONS	20.00
164703	LAKEWOOD SCHOOL DIST	INSTRUCTOR PAYMENT	RECREATION SERVICES	2,679.00
164704	LOWES HIW INC	CLEAN-UP SUPPLIES	SEWER CAPITAL PROJECTS	184.91
164705	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICE	GMA-PARKS	5,287.85
164706	MALLAHAN, MARK	MEAL REIMBURSEMENT	WATER DIST MAINS	20.00
164707	MARYSVILLE, CITY OF	15524 SMOKEY PT BLVD	PARK & RECREATION FAC	224.76
	MARYSVILLE, CITY OF	6302 152 ST NE	PARK & RECREATION FAC	291.17
	MARYSVILLE, CITY OF	2323 172 ST IRRIGATION	ROADWAY MAINTENANCE	629.76
	MARYSVILLE, CITY OF	6302 152 ST NE IRRIGATION	PARK & RECREATION FAC	4,501.71
164708	MCDERMOTT, DE	UTILITY REFUND	WATER/SEWER OPERATION	70.70
164709	MCMASTER-CARR	TOOLS/EQUIPMENT	WASTE WATER TREATMENT	765.61
164710	MILES SAND & GRAVEL	ECO BLOCKS	MAINTENANCE	141.83
164711	MISTAL-MANER, MEGAN	SERGEANTS ACADEMY	POLICE INVESTIGATION	379.50
	MISTAL-MANER, MEGAN	EXPENSE REIMBURSEMENT TRAVEL	DETENTION & CORRECTION	476.96
164712	MODERN MACHINERY CO,	THROTTLE/KNOB CONTROL - H010	EQUIPMENT RENTAL	337.53
164713	MORASCO, GWEN	BACKGROUND INVESTIGATION	POLICE INVESTIGATION	259.00
	MORASCO, GWEN	INVESTIGATION REIMBURSEMENT	POLICE INVESTIGATION	941.16
164714	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SOLID WASTE OPERATIONS	26.80
	MOUNTAIN MIST		SEWER MAIN COLLECTION	26.80
	MOUNTAIN MIST		WASTE WATER TREATMENT	26.81
164715	NATIONAL BARRICADE	DRIVE RIVET WASHERS	TRANSPORTATION	752.79
	NATIONAL BARRICADE	PARKING/15 MIN SIGNS	TRANSPORTATION	774.61
	NATIONAL BARRICADE	ROAD AHEAD, STOP SIGN/STANDS	ROADWAY MAINTENANCE	2,225.09
164716	NATIONAL TRENCH	SHORING	HYDRANTS	183.43
164717	NCSI	BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	148.00
	NCSI		PERSONNEL ADMINISTRATION	333.00
164718	NORTH COAST ELECTRIC	4 POINT ANA	SUNNYSIDE FILTRATION	657.13
	NORTH COAST ELECTRIC	ANALOG INPUT MODULE	WATER FILTRATION PLANT	2,919.21
164719	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	634.00
	NORTHSTAR CHEMICAL		WATER FILTRATION PLANT	1,071.46
164720	ODP BUSINESS SOLUTION	LABEL MAKER	ENGR-GENL	3 109

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	ODP BUSINESS SOLUTION	OFFICE SUPPLIES	ENGR-GENL	50.53
	ODP BUSINESS SOLUTION		UTILITY BILLING	68.20
164721	OSW EQUIPMENT	REMOTE CONTROL CABLE	EQUIPMENT RENTAL	599.71
164722	OWEN EQUIPMENT	COOLANT SYSTEM	EQUIPMENT RENTAL	136.46
164723	PACIFIC POWER BATTER	CORE CHARGE BATTERIES	SEWER LIFT STATION	31.31
	PACIFIC POWER BATTER	BATTERIES	SEWER LIFT STATION	129.00
	PACIFIC POWER BATTER		SEWER LIFT STATION	131.28
164724	PACWEST MACHINERY	TYMCO SCHOOL TRAINING	EQUIPMENT RENTAL	165.30
	PACWEST MACHINERY		STREET CLEANING	165.30
164725	PARAMETRIX	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	14,586.35
164726	PERRIN-MARTIN, CATHY	REFUND - PICKLEBALL	PARKS-RECREATION	50.00
164727	PITCH PERFECT ACADEME	INSTRUCTOR PAYMENT	RECREATION SERVICES	5,063.40
164728	PLATT ELECTRIC	GENERATOR SWITCH	WATER RESERVOIRS	17.78
	PLATT ELECTRIC		WATER RESERVOIRS	19.69
	PLATT ELECTRIC	LIGHT SWITCH	EQUIPMENT RENTAL	35.14
	PLATT ELECTRIC	FITTINGS	WATER RESERVOIRS	93.69
	PLATT ELECTRIC	LIGHT SWITCH	EQUIPMENT RENTAL	146.27
	PLATT ELECTRIC		EQUIPMENT RENTAL	146.27
	PLATT ELECTRIC	OUTLETS, PLATES	SOURCE OF SUPPLY	212.37
	PLATT ELECTRIC	SUPPLIES	CIVIC CENTER	232.83
	PLATT ELECTRIC	BOX, WIRE, FITTINGS	WATER RESERVOIRS	269.28
164729	POTTS, JASON	MEAL REIMBURSEMENT	SOLID WASTE OPERATIONS	74.32
164730	PUBLIC SAFETY TESTING	CANDIDATE AGENCY TEST ADD-ON	POLICE PATROL	198.00
164731	PUD	ACCT #201142098	PARK & RECREATION FAC	8.41
	PUD	ACCT #201346665	SEWER LIFT STATION	22.05
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	22.84
	PUD	ACCT #205481823	GOLF ADMINISTRATION	23.63
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	24.41
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	24.41
	PUD	ACCT #200973956	SEWER LIFT STATION	25.17
	PUD	ACCT #220681340	STORM DRAINAGE	31.46
	PUD	ACCT #200501617	TRANSPORTATION	31.69
	PUD	ACCT #201142155	TRANSPORTATION	36.77
	PUD	ACCT #204829691	STREET LIGHTING	38.83
	PUD	ACCT #200448801	TRANSPORTATION	48.06
	PUD	ACCT #202294245	SEWER LIFT STATION	48.48
	PUD	ACCT #201628880	WASTE WATER TREATMENT	51.08
	PUD	ACCT #200660439	STREET LIGHTING	51.27
	PUD	ACCT #222664310	TRANSPORTATION	52.99
	PUD	ACCT #203996343	STREET LIGHTING	60.83
	PUD	ACCT #222664740	TRANSPORTATION	62.68
	PUD	ACCT #221610405	STREET LIGHTING	67.36
	PUD	ACCT #222663973	TRANSPORTATION	88.76
	PUD	ACCT #203291216	GENERAL	104.47
	PUD	ACCT #221115934	MAINT OF GENL PLANT	106.56
	PUD	ACCT #201909637	SEWER LIFT STATION	117.00
	PUD	ACCT #220020531	STREET LIGHTING	142.10
	PUD	ACCT #201675634	WASTE WATER TREATMENT	203.53
	PUD	ACCT #202177333	MAINT OF GENL PLANT	673.46
	PUD	ACCT #201587284	WASTE WATER TREATMENT	703.30
	PUD	ACCT #201617479	CITY HALL	733.13
	PUD	ACCT #201639689	MAINT OF GENL PLANT	848.72
	PUD	ACCT #200021871	COURT FACILITIES	942.00
	PUD	ACCT #202075008	WASTE WATER TREATMENT	11,727.64

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164731	PUD	ACCT #201721180	WASTE WATER TREATMENT	24,710.83
164732	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	40.93
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	40.93
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	40.93
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	40.93
	PUGET SOUND ENERGY	ACCT #220031396256	PARK & RECREATION FAC	41.81
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	42.26
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	42.28
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	50.31
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	96.53
	PUGET SOUND ENERGY	ACCT #220026412746	CITY HALL	195.65
	PUGET SOUND ENERGY	ACCT #220026419946	PUBLIC SAFETY BLDG	341.52
164733	REDIGER, WADE	CRITICAL INCIDENT TRAINING	POLICE PATROL	172.50
164734	REGIONAL DISPOSAL	STREET SWEEPING	STORM DRAINAGE	1,886.25
	REGIONAL DISPOSAL		STORM DRAINAGE	6,672.35
164735	RICH MARKETING LLC	DIGITAL ADVERTISING	STORM DRAINAGE	1,000.00
164736	RODDA	PAINTING SUPPLIES	TRAFFIC CONTROL DEVICES	445.45
164737	SAFEWAY INC.	HALF & HALF	COMMUNITY EVENTS	3.49
164738	SCHRECK, LAZARA	APSCON UNMANNED	POLICE PATROL	310.50
164739	SISKUN POWER EQUIPMENT	ROLLING CART WHEELS - 599	SMALL ENGINE SHOP	564.65
164740	SIX ROBBLEES INC	HITCH MOUNT - J037	EQUIPMENT RENTAL	108.55
164741	SMOKEY POINT CONCRETE	ADA RAMP POUR	STREET CLEANING	934.27
164742	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	491.03
164743	SOUND PUBLISHING	LEGAL ADVERTISEMENT	GMA - STREET	100.00
164744	SOUND SAFETY	UNIFORM - PELAYO	ENGR-GENL	168.31
	SOUND SAFETY	UNIFORM - RAIRDIN	SOLID WASTE OPERATIONS	316.93
164745	SSG MINERAL RESOURCE	DEBRIS DISPOSAL	STORM DRAINAGE	360.00
	SSG MINERAL RESOURCE		STORM DRAINAGE	480.00
164746	STANWOOD REDI-MIX	CONCRETE DELIVERY	CAPITAL EXPENDITURES	52.51
	STANWOOD REDI-MIX	CONCRETE	CAPITAL EXPENDITURES	705.63
164747	SUPERIOR RESTROOMS	RESTROOM SERVICE	ROADSIDE VEGETATION	71.11
164748	TRANPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	1,664.69
	TRANPO GROUP		GMA - STREET	4,187.03
164749	TRUE NORTH EQUIPMENT	MAIN PIVOT PIN CURETTE	ER&R	964.30
164750	UTILITIES UNDERGROUND	EXCAVATION NOTIFICATION	UTILITY LOCATING	994.84
164751	WA STATE TREASURER	PUBLIC SAFETY/BLDG. REVENUE	INTERGOVERNMENTAL	740.00
	WA STATE TREASURER		GENERAL FUND	33,258.66
164752	WAXIE SANITARY SUPPLY	TRASH CAN LINER/LITTER PICKERS	PARK & RECREATION FAC	1,377.39
164753	WEBCHECK	WEBCHECK SERVICE - JULY 2023	UTILITY BILLING	1,279.98
164754	WESTERN SYSTEMS	POST TOP OFFSET	TRANSPORTATION	186.01
164755	WILLIAM L. WILLIAMS	UTILITY REFUND	WATER/SEWER OPERATION	177.35
164756	WISEMAN, GARRETT	PATROL CRITICAL INCIDENT	POLICE PATROL	172.50
164757	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	64.64
164758	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
164759	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	158.09
164760	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	28.43
	ZIPLY FIBER		MUNICIPAL COURTS	113.72
164761	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	37.87
	ZIPLY FIBER		RECREATION SERVICES	37.87
164762	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	115.68
	ZIPLY FIBER		SUNNYSIDE FILTRATION	130.46
164763	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	74.19
164764	ZIPLY FIBER	ACCT #3606594037	CITY HALL	102.38
164765	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	225.94

DATE: 8/17/2023
TIME: 9:06:40AM

CITY OF MARYSVILLE
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FOR INVOICES FROM 8/16/2023 TO 8/16/2023

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			WARRANT TOTAL:	<u>511,885.77</u>
PACWEST MACHINERY LLC	VOID	CHECK LOST/DAMAGED	162610	\$330.60

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$511,555.17



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: August 23, 2023 Claims in the Amount of \$3,331,989.09 Paid by EFT Transactions and Check Numbers 164766 through 164910 with Check Number 163801 Voided

SUGGESTED ACTION: **Action Requested 9/5/2023**

SUMMARY:

ATTACHMENTS:
082323.rtf

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164794	COPIERS NORTHWEST	PRINTER/COPIER	FINANCE-GENL	25.40
	COPIERS NORTHWEST		COMMUNITY SERVICES UNIT	52.88
	COPIERS NORTHWEST		WASTE WATER TREATMENT	88.13
	COPIERS NORTHWEST		OFFICE OPERATIONS	117.73
	COPIERS NORTHWEST		MUNICIPAL COURTS	128.61
	COPIERS NORTHWEST		PROBATION	130.66
	COPIERS NORTHWEST		WASTE WATER TREATMENT	184.12
	COPIERS NORTHWEST		POLICE PATROL	195.61
	COPIERS NORTHWEST		GENERAL	202.12
	COPIERS NORTHWEST		UTIL ADMIN	202.12
	COPIERS NORTHWEST		RECREATION SERVICES	263.08
	COPIERS NORTHWEST		DETENTION & CORRECTION	263.40
	COPIERS NORTHWEST		COMPUTER SERVICES	263.87
	COPIERS NORTHWEST		FINANCE-GENL	263.87
	COPIERS NORTHWEST		ENGR-GENL	263.88
	COPIERS NORTHWEST		POLICE INVESTIGATION	281.75
	COPIERS NORTHWEST		PROPERTY TASK FORCE	298.04
	COPIERS NORTHWEST		UTIL ADMIN	412.88
	COPIERS NORTHWEST		DETENTION & CORRECTION	453.84
	COPIERS NORTHWEST		COMMUNITY	467.59
	COPIERS NORTHWEST		UTILITY BILLING	467.59
	COPIERS NORTHWEST		LEGAL - PROSECUTION	604.05
	COPIERS NORTHWEST		UTIL ADMIN	618.01
	COPIERS NORTHWEST		MUNICIPAL COURTS	625.81
	COPIERS NORTHWEST		POLICE PATROL	788.19
	COPIERS NORTHWEST		EXECUTIVE ADMIN	799.80
	COPIERS NORTHWEST		POLICE INVESTIGATION	841.48
	COPIERS NORTHWEST		RECREATION SERVICES	867.79
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	904.68
	COPIERS NORTHWEST		OFFICE OPERATIONS	1,134.52
164795	CORRECTIONS, DEPT OF	INMATE MEALS	GENERAL FUND	-432.21
	CORRECTIONS, DEPT OF		GENERAL FUND	-166.00
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	1,932.00
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	5,030.21
164796	COSTLESS SENIOR SRVC	INMATE MEDICATIONS	DETENTION & CORRECTION	371.37
164797	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	14.54
	CTS LANGUAGE LINK		COURTS	93.95
164798	DAILY JOURNAL OF COM	LEGAL ADVERTISEMENT	GMA - STREET	225.60
164799	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	135.00
164800	DELL	DOCKS, LAPTOPS	IS REPLACEMENT ACCOUNTS	174.31
	DELL		WATER QUAL TREATMENT	3,565.00
	DELL		CITY CLERK	3,665.00
164801	DICKS TOWING	TOWING 23-00041843	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-36569	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-37029	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-37591	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-40159	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-41313	POLICE PATROL	77.54
	DICKS TOWING	TOWING IMPOUND	POLICE PATROL	77.54
	DICKS TOWING	TOWING P175	POLICE PATROL	77.54
	DICKS TOWING	TOWING P192	POLICE PATROL	77.54
	DICKS TOWING	TOWING P201	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-38840	POLICE PATROL	103.38
	DICKS TOWING	TOWING 23-40159	POLICE PATROL	103.38
	DICKS TOWING	TOWING 23-42999	POLICE PATROL	10 116

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	DICKS TOWING	TOWING 23-00040363	POLICE PATROL	129.23
	DICKS TOWING	TOWING 23-37029	POLICE PATROL	241.64
	DICKS TOWING	TOWING 23-42995	POLICE PATROL	336.00
	DICKS TOWING	TOWING RV DISPOSAL	POLICE PATROL	1,004.88
164802	DIFFERENTIAL NETWORK	PW SECURITY CAMERA	UTIL ADMIN	2,322.96
	DIFFERENTIAL NETWORK	SECURITY CAMERAS	CIVIC CENTER	5,210.72
	DIFFERENTIAL NETWORK		CIVIC CENTER	10,061.52
164803	DOBBS PETERBILT	DRIVE AXLE TORQUE ARM - J006	EQUIPMENT RENTAL	237.75
	DOBBS PETERBILT	OIL PAN GASKET - J035	EQUIPMENT RENTAL	243.03
164804	DONNELSON ELECTRIC	RETROFIT OUTSIDE LIGHTING	GMA-PARKS	9,440.13
164805	E&E LUMBER	SUPPLIES, DRY VAC	POLICE PATROL	147.01
164806	EAGLE FENCE	FENCE REPAIR	STORM DRAINAGE	1,468.92
164807	ECONORTHWEST	HOUSING ACTION PLAN	COMMUNITY	5,793.75
164808	ELECTRONIC BUSINESS	GIS PLOTTER SERVICE	GIS SERVICES IS	38.29
164809	ENTERPRISE RENTAL	TRAINING - MORASCO	POLICE INVESTIGATION	242.17
164810	ENTERPRISE, DEPT OF	SELF-INSURED REGULATORY FEES	MEDICAL CLAIMS	240.24
164811	EVERETT, CITY TREAS	WATER FILTRATION SERVICE	SOURCE OF SUPPLY	396,175.68
164812	FASTSIGNS	EXTERIOR SIGNS FOR PLAZA	CAPITAL EXPENDITURES	13,287.41
164813	FELDMAN & LEE P.S.	PUBLIC DEFENDER CONTRACT	PUBLIC DEFENSE	53,560.00
164814	FIRESTONE	TIRES - J021	EQUIPMENT RENTAL	660.49
164815	FLOCK GROUP, INC	CAMERAS	POLICE ADMINISTRATION	4,994.30
	FLOCK GROUP, INC		DRUG ENFORCEMENT	12,236.20
164816	FLORIAN, ADRIAN	INTERPRETER SERVICE	COURTS	130.00
164817	FRANCOTYP-POSTALIA	MAILING SUPPLIES/POSTAGE	OFFICE OPERATIONS	160.82
164818	GOVCONNECTION INC	WATCHGUARD FIREWALL RENEWAL	POLICE INVESTIGATION	98.46
	GOVCONNECTION INC		RECREATION SERVICES	183.14
	GOVCONNECTION INC		TRANSPORTATION	355.55
	GOVCONNECTION INC		WATER RESERVOIRS	382.90
	GOVCONNECTION INC	WATCHGUARD FIREWALLS	WASTE WATER TREATMENT	449.58
	GOVCONNECTION INC	WATCHGUARD FIREWALL RENEWAL	UTIL ADMIN	568.88
	GOVCONNECTION INC	DELL DOCK	IS REPLACEMENT ACCOUNTS	825.14
	GOVCONNECTION INC	WATCHGUARD FIREWALLS	WATER SUPPLY MAINS	989.15
	GOVCONNECTION INC	WATCHGUARD FIREWALL RENEWAL	COMPUTER SERVICES	3,635.36
	GOVCONNECTION INC	IPADS AND CASES	SOLID WASTE OPERATIONS	8,386.86
164819	GRAINGER	FUEL PUMP, VALVE COVER - 560	EQUIPMENT RENTAL	131.52
164820	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	210.50
164821	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	4,807.47
164822	GRAYBAR ELECTRIC CO	LIGHT POLE	STREET LIGHTING	11,381.87
164823	GREG RARIDON'S DODGE	ABS CONTROL REPLACEMENT	EQUIPMENT RENTAL	493.51
164824	GUSTAFSON & ASSOC	REAL ESTATE APPRAISAL	PW ADMIN CAP PROJECT	4,600.00
164825	HANSON, MICHAEL R	UTILITY REFUND	WATER/SEWER OPERATION	198.29
164826	HATA, JAN	REFUND - JUNK IN TRUNK	PARKS-RECREATION	20.00
164827	HD FOWLER COMPANY	PIPE - MARSHALL ELEMENTARY PROJECT	STORM DRAINAGE	4,545.23
164828	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	32,070.35
164829	HEWLETT PACKARD	PRINT TONER AND MAINTENANCE	UTIL ADMIN	0.02
	HEWLETT PACKARD		PARK & RECREATION FAC	1.84
	HEWLETT PACKARD		WATER QUAL TREATMENT	4.50
	HEWLETT PACKARD		FINANCE-GENL	4.51
	HEWLETT PACKARD		ENGR-GENL	20.40
	HEWLETT PACKARD		COMPUTER SERVICES	49.58
	HEWLETT PACKARD		FINANCE-GENL	64.92
	HEWLETT PACKARD	PRINT TONER/MAINTENANCE	WATER QUAL TREATMENT	73.39
	HEWLETT PACKARD		FINANCE-GENL	74.93
	HEWLETT PACKARD	PRINT TONER AND MAINTENANCE	WATER QUAL TREATMENT	91.31

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164829	HEWLETT PACKARD	PRINT TONER/MAINTENANCE	FINANCE-GENL	101.38
	HEWLETT PACKARD		PARK & RECREATION FAC	102.05
	HEWLETT PACKARD	PRINT TONER AND MAINTENANCE	FINANCE-GENL	107.60
	HEWLETT PACKARD	PRINT TONER/MAINTENANCE	ENGR-GENL	304.04
	HEWLETT PACKARD		PARK & RECREATION FAC	395.50
	HEWLETT PACKARD		WATER QUAL TREATMENT	563.32
	HEWLETT PACKARD		COMPUTER SERVICES	710.37
	HEWLETT PACKARD		FINANCE-GENL	1,144.51
164830	HIKES, CHANTEL M	UTILITY REFUND	WATER/SEWER OPERATION	183.17
164831	HON COMPANY	DESK CHAIRS	EXECUTIVE ADMIN	996.26
164832	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	146.25
	HYLARIDES, LETTIE		COURTS	146.25
	HYLARIDES, LETTIE		COURTS	146.25
164833	INTERSTATE BATTERY	INVENTORY - BATTERIES	ER&R	1,052.77
164834	IRON MOUNTAIN INC	SHREDDING SERVICE	COMMUNITY	43.24
	IRON MOUNTAIN INC		UTILITY BILLING	43.24
	IRON MOUNTAIN INC		LEGAL - PROSECUTION	43.24
	IRON MOUNTAIN INC		EXECUTIVE ADMIN	43.24
	IRON MOUNTAIN INC		PERSONNEL ADMINISTRATION	58.24
	IRON MOUNTAIN INC		FINANCE-GENL	58.24
	IRON MOUNTAIN INC		POLICE ADMINISTRATION	65.62
	IRON MOUNTAIN INC		POLICE INVESTIGATION	65.65
	IRON MOUNTAIN INC		POLICE PATROL	65.65
	IRON MOUNTAIN INC		OFFICE OPERATIONS	65.65
	IRON MOUNTAIN INC		DETENTION & CORRECTION	65.65
	IRON MOUNTAIN INC		MUNICIPAL COURTS	118.24
164835	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	22.88
	J2 CLOUD SERVICES		LEGAL-GENL	22.88
	J2 CLOUD SERVICES		COMPUTER SERVICES	45.75
	J2 CLOUD SERVICES		WATER DIST MAINS	45.76
	J2 CLOUD SERVICES		UTILITY BILLING	45.76
	J2 CLOUD SERVICES		CITY CLERK	45.76
	J2 CLOUD SERVICES		COMMUNITY	45.76
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	45.76
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	45.76
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	45.76
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	45.76
	J2 CLOUD SERVICES		RECREATION SERVICES	45.76
	J2 CLOUD SERVICES		POLICE INVESTIGATION	45.76
	J2 CLOUD SERVICES		MUNICIPAL COURTS	45.76
	J2 CLOUD SERVICES		DETENTION & CORRECTION	45.76
	J2 CLOUD SERVICES		PROBATION	45.76
	J2 CLOUD SERVICES		FINANCE-GENL	45.76
	J2 CLOUD SERVICES		UTIL ADMIN	45.76
	J2 CLOUD SERVICES		ENGR-GENL	45.76
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	45.76
	J2 CLOUD SERVICES		OFFICE OPERATIONS	91.52
	J2 CLOUD SERVICES		MUNICIPAL COURTS	137.28
164836	JONES, BRANDY	UTILITY REFUND	WATER/SEWER OPERATION	506.74
164837	JULZ ANIMAL HOUZ	K-9 SUPPLIES	K9 PROGRAM	11.46
	JULZ ANIMAL HOUZ		K9 PROGRAM	29.12
164838	LAMOUREUX, ROBERT	PERMIT FEE	POLICE ADMINISTRATION	125.00
164839	LITHO CRAFT INC	2023 FALL/WINTER POSTCARDS	RECREATION SERVICES	4,668.23
164840	LOOMIS	ARMORED TRUCK SERVICE	MUNICIPAL COURTS	85.32
	LOOMIS		POLICE ADMINISTRATION	8 118

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	LOOMIS		COMMUNITY	85.33
	LOOMIS		UTILITY BILLING	85.33
	LOOMIS		GOLF ADMINISTRATION	227.54
164841	LOWES HIW INC	SUPPLIES	WASTE WATER TREATMENT	2.65
164842	LYNN PEAVEY COMPANY		POLICE PATROL	780.68
164843	MARKETING SOLUTIONS	CONSULTING, RESEARCH, REPORTING	PLANNING & COMMUNITY DEV	8,812.50
164844	MARYSVILLE ROTARY	LUNCH SERVICE	POLICE ADMINISTRATION	705.00
164845	MARYSVILLE, CITY OF	6621 GROVE ST IRRIGATION	PARK & RECREATION FAC	798.93
164846	MATERIALS TESTING &	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	777.50
164847	MC CLURE & SONS INC	PAY APP #5	SEWER CAPITAL PROJECTS	247,820.54
	MC CLURE & SONS INC	PAY APP #16	SURFACE WATER CAPITAL	677,277.31
164848	MURPHY, JOSEPH	UTILITY REFUND	WATER/SEWER OPERATION	287.70
164849	MURPHY, KATHLEEN E	INSTRUCTOR PAYMENT	RECREATION SERVICES	36.00
164850	NAVIA BENEFIT	PARTICIPANT FEE - JULY 2023	PERSONNEL ADMINISTRATION	193.50
	NAVIA BENEFIT	PARTICIPANT FEE - JUNE 2023	PERSONNEL ADMINISTRATION	193.50
164851	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	5,756.85
164852	NORTHWESTERN AUTO	PAINTING BUMPER - J065	EQUIPMENT RENTAL	736.48
164853	NW ASSESSMENT SERVICE	WELLNESS	POLICE ADMINISTRATION	825.00
164854	ODP BUSINESS SOLUTION	OFFICE SUPPLIES	POLICE PATROL	74.96
164855	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	950.40
164856	OREILLY AUTO PARTS	CREDIT FOR JULY 2022	EQUIPMENT RENTAL	-17.11
	OREILLY AUTO PARTS	CREDIT FOR OCT 2022	EQUIPMENT RENTAL	-9.77
	OREILLY AUTO PARTS	CREDIT FOR AUG 2022	EQUIPMENT RENTAL	-7.20
	OREILLY AUTO PARTS	APRIL 23 LATE FEE ON INV. 2843-436272	EQUIPMENT RENTAL	1.04
	OREILLY AUTO PARTS	NOV 22 LATE FEE ON INV. 2843-436272	EQUIPMENT RENTAL	7.05
	OREILLY AUTO PARTS	JAN 23 LATE FEE ON INV. 2843-436272	EQUIPMENT RENTAL	8.92
	OREILLY AUTO PARTS	JULY 23 LATE FEE ON INV. 2843-436272	EQUIPMENT RENTAL	9.09
	OREILLY AUTO PARTS	MAY 23 LATE FEE ON INV. 2843-436272	EQUIPMENT RENTAL	10.27
	OREILLY AUTO PARTS	FEB 23 LATE FEE ON INV. 2843-436272	EQUIPMENT RENTAL	10.87
	OREILLY AUTO PARTS	MARCH 23 LATE FEE ON INV. 2843-436272	EQUIPMENT RENTAL	12.46
	OREILLY AUTO PARTS	TRANS FILTER KIT J033	EQUIPMENT RENTAL	19.54
	OREILLY AUTO PARTS	AIR/OIL FILTER - H015	EQUIPMENT RENTAL	46.64
	OREILLY AUTO PARTS	HEATER CORE - V021	EQUIPMENT RENTAL	107.41
	OREILLY AUTO PARTS	OUTER ROD END-NO STUD J021	EQUIPMENT RENTAL	174.46
	OREILLY AUTO PARTS	COMPRESSOR, CLUTCH, ACCUMULATOR	EQUIPMENT RENTAL	302.73
164857	PALAMERICAN SECURITY	SECURITY SERVICE	PROBATION	1,265.50
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,796.50
164858	PEACE OF MIND	PLANNING COMMISSION MINUTES	COMMUNITY	219.60
164859	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	72.80
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	80.76
	PETROCARD SYSTEMS		STORM DRAINAGE	122.48
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	124.56
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	215.51
	PETROCARD SYSTEMS		COMMUNITY	346.46
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	505.78
	PETROCARD SYSTEMS		PARK & RECREATION FAC	2,213.66
	PETROCARD SYSTEMS		GENERAL	3,416.07
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,673.65
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	10,362.19
	PETROCARD SYSTEMS		POLICE PATROL	11,332.32
164860	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	PRO-SHOP	171.23
	PGC INTERBAY LLC		PRO-SHOP	336.71
	PGC INTERBAY LLC		MAINTENANCE	358.35
	PGC INTERBAY LLC		PRO-SHOP	493.70

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164860	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	MAINTENANCE	600.00
	PGC INTERBAY LLC		MAINTENANCE	667.34
	PGC INTERBAY LLC		MAINTENANCE	902.56
	PGC INTERBAY LLC		PRO-SHOP	957.26
	PGC INTERBAY LLC		GOLF ADMINISTRATION	1,020.19
	PGC INTERBAY LLC		GOLF COURSE	2,330.25
	PGC INTERBAY LLC		MAINTENANCE	3,300.12
	PGC INTERBAY LLC		PRO-SHOP	7,568.83
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	12,680.92
	PGC INTERBAY LLC		MAINTENANCE	18,363.37
164861	PH CONSULTING LLC	PROFESSIONAL SERVICE	GMA - STREET	2,757.50
164862	PICK OF THE LITTER	BANNER FOR FIREWORKS BAN	EXECUTIVE ADMIN	429.94
164863	PJ PARSONS	DJ HOST SERVICE PD PICNIC	POLICE ADMINISTRATION	2,500.00
164864	PRIMAL TREE SERVICE	TREE REMOVAL	STORM DRAINAGE	24,615.00
164865	PROFORCE LAW	HEADSETS	POLICE TRAINING-FIREARMS	5,960.25
	PROFORCE LAW	HANDGUNS	POLICE TRAINING-FIREARMS	28,583.98
	PROFORCE LAW	TRADE BILL OUTSTANDING	POLICE TRAINING-FIREARMS	33,012.54
	PROFORCE LAW	BALLISTIC VESTS	POLICE PATROL	33,249.36
164866	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	3,051.55
	PROVIDENCE EVERETT M	IN-CUSTODY MEDICAL EXPENSES	DETENTION & CORRECTION	4,339.24
164867	PUD	ACCT #202461026	MAINT OF GENL PLANT	22.05
	PUD	ACCT #205195373	PARK & RECREATION FAC	22.84
	PUD	ACCT #202011813	PUMPING PLANT	23.91
	PUD	ACCT #202524690	PUMPING PLANT	45.14
	PUD	ACCT #202794657	TRANSPORTATION	46.53
	PUD	ACCT #223514563	TRANSPORTATION	47.86
	PUD	ACCT #223013277	AFFORDABLE HOUSING	47.99
	PUD	ACCT #223735101	STREET LIGHTING	49.40
	PUD	ACCT #203500020	STREET LIGHTING	50.95
	PUD	ACCT #223764663	SEWER LIFT STATION	54.17
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	55.19
	PUD	ACCT #203199732	TRANSPORTATION	55.48
	PUD	ACCT #202303301	SEWER LIFT STATION	59.39
	PUD	ACCT # 222772634	TRANSPORTATION	62.18
	PUD	ACCT #202288585	TRANSPORTATION	63.32
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	84.09
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	98.83
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	105.40
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	146.53
	PUD	ACCT #201247699	STREET LIGHTING	188.34
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	203.41
	PUD	ACCT #222025900	PUMPING PLANT	246.99
	PUD	ACCT #220824148	WASTE WATER TREATMENT	383.89
	PUD	ACCT #200824548	MAINT OF GENL PLANT	964.20
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	2,947.71
	PUD	ACCT #201420635	WASTE WATER TREATMENT	8,427.97
164868	PV BUSINESS SOLUTION	OSHA JOURNAL	GENERAL FUND	-28.06
	PV BUSINESS SOLUTION		DETENTION & CORRECTION	326.56
164869	RANDHAWA, MOHINDER	INTERPRETER SERVICE	COURTS	130.00
164870	REBECCA DICKINSON	FACE PAINTING/PD PICNIC	POLICE ADMINISTRATION	300.00
164871	REECE TRUCKING	PAVEMENT PRESERVATION/PE1	MARYSVILLE TBD	-54,678.08
	REECE TRUCKING		GENL GVRNMNT SERVICES	1,093,561.50
164872	RESG HOMES LLC	UTILITY REFUND	WATER/SEWER OPERATION	271.49
164873	SAFeway INC.	JAIL SUPPLIES	DETENTION & CORRECTION	63.47
164874	SAFeway INC.	INMATE FOOD	DETENTION & CORRECTION	120

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 INVOICE LIST**

FOR INVOICES FROM 8/23/2023 TO 8/23/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164875	SAFEWAY INC.		DETENTION & CORRECTION	7.99
164876	SCORE	INMATE HOUSING	DETENTION & CORRECTION	17,064.66
164877	SHERWOOD HALL & LIND SHERWOOD HALL & LIND	UTILITY REFUND	WATER/SEWER OPERATION	86.46
			GARBAGE	250.00
164878	SHI INTERNATIONAL	VERTIV RACK CABLE MANAGEMENT	CAPITAL EXPENDITURES	36.48
	SHI INTERNATIONAL		CAPITAL EXPENDITURES	119.68
	SHI INTERNATIONAL	LICENSING M365	COMPUTER SERVICES	160.49
	SHI INTERNATIONAL	VERTIV RACK CABLE MANAGEMENT	CAPITAL EXPENDITURES	1,094.28
164879	SKAGIT SHOOTING RANG	TRAINING	POLICE TRAINING-FIREARMS	1,194.60
164880	SKYCORP LTD	60 STATE AVE ABATEMENT & DEMO	CAPITAL EXPENDITURES	44,258.86
164881	SMARSH INC	TEXT ARCHIVING	COMPUTER SERVICES	2,068.26
164882	SNO CO FINANCE	2017 FORD EXPLORER P217	EQUIPMENT RENTAL	13,461.34
164883	SNO CO TREASURER	INMATE MEDICATIONS	DETENTION & CORRECTION	9,078.85
	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	81,832.35
164884	SNO CO TREASURER	TRAINING	POLICE TRAINING-FIREARMS	1,600.00
164885	SNOHOMISH CO 911	MEMBER ASSESSMENT	COMMUNICATION CENTER	93,046.58
164886	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	503.08
164887	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	446.00
164888	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	242.65
164889	ST JOSEPH'S HOUSE	UTILITY REFUND	GARBAGE	256.93
164890	STAMATI, ERICA	REFUND - DANCE CAMP	PARKS-RECREATION	62.00
164891	STATE PATROL	FINGERPRINT ID	INTERGOVERNMENTAL	371.00
164892	STERICYCLE, INC.	SHREDDING SERVICE	CITY CLERK	1,859.00
164893	STRATEGIES 360	PROFESSIONAL SERVICE	GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
164894	SUN BADGE CO	BADGES	GENERAL FUND	-68.20
	SUN BADGE CO		COMMUNITY SERVICES UNIT	793.70
164895	THOMSON REUTERS	INVESTIGATIVE TOOL	POLICE INVESTIGATION	412.63
164896	TXLEY INC	MISCALCULATED SALES TAX RATE	DETENTION & CORRECTION	0.48
	TXLEY INC		DETENTION & CORRECTION	11.21
	TXLEY INC	JAIL SUPPLIES	DETENTION & CORRECTION	185.93
	TXLEY INC		DETENTION & CORRECTION	204.52
	TXLEY INC		DETENTION & CORRECTION	635.44
164897	TYLER TECHNOLOGIES	ASSET MANAGEMENT API CONNECTOR	WATER QUAL TREATMENT	432.96
	TYLER TECHNOLOGIES		FACILITY MAINTENANCE	432.96
	TYLER TECHNOLOGIES		WATER SERVICES	432.96
	TYLER TECHNOLOGIES		METER READING	432.96
	TYLER TECHNOLOGIES		PARK & RECREATION FAC	865.91
	TYLER TECHNOLOGIES		WATER DIST MAINS	865.91
	TYLER TECHNOLOGIES		WATER DIST MAINS	865.91
	TYLER TECHNOLOGIES		SEWER MAIN COLLECTION	865.91
	TYLER TECHNOLOGIES		WASTE WATER TREATMENT	1,298.86
	TYLER TECHNOLOGIES		GENERAL	2,164.79
164898	VERIZON	WIRELESS SERVICE	PURCHASING/CENTRAL	29.94
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		EQUIPMENT RENTAL	82.82
	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.04
	VERIZON	WIRELESS SERVICE	OFFICE OPERATIONS	170.71
	VERIZON		PERSONNEL ADMINISTRATION	200.15
	VERIZON		CITY CLERK	214.50
	VERIZON		FINANCE-GENL	274.97
	VERIZON		WATER QUAL TREATMENT	289.52
	VERIZON		LEGAL-GENL	301.41

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/23/2023 TO 8/23/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
164898	VERIZON	WIRELESS SERVICE	COMMUNITY SERVICES UNIT	338.31
	VERIZON		FACILITY MAINTENANCE	361.51
	VERIZON		MUNICIPAL COURTS	373.32
	VERIZON		PARK & RECREATION FAC	414.21
	VERIZON		RECREATION SERVICES	414.21
	VERIZON		WATER SUPPLY MAINS	440.17
	VERIZON		COMPUTER SERVICES	441.42
	VERIZON		POLICE INVESTIGATION	460.90
	VERIZON		DETENTION & CORRECTION	487.72
	VERIZON	WIRELESS MODEMS	POLICE INVESTIGATION	520.26
	VERIZON	WIRELESS SERVICE	EXECUTIVE ADMIN	637.54
	VERIZON		SEWER MAIN COLLECTION	662.13
	VERIZON		STORM DRAINAGE	664.62
	VERIZON		COMMUNITY	667.99
	VERIZON		POLICE ADMINISTRATION	711.29
	VERIZON		SOLID WASTE CUSTOMER	989.88
	VERIZON		GENERAL	1,055.32
	VERIZON		ENGR-GENL	1,758.02
	VERIZON		UTIL ADMIN	2,306.58
	VERIZON	WIRELESS MODEMS	POLICE PATROL	2,721.55
	VERIZON	WIRELESS SERVICE	POLICE PATROL	3,066.57
164899	WAAUDIOLOGY SRVCS	OSHA/MSHA HEARING TEST	POLICE PATROL	22.00
	WAAUDIOLOGY SRVCS		GENERAL	44.00
164900	WASHINGTON ENERGY SV	REFUND - PLUMBING PERMIT FEE	NON-BUS LICENSES AND	45.50
164901	WATERSHED, INC	UNIFORMS	DETENTION & CORRECTION	1,657.56
	WATERSHED, INC		POLICE PATROL	4,167.45
164902	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	475.20
164903	WILLIAMSON, DENISE	UTILITY REFUND	WATER/SEWER OPERATION	320.73
164904	WYNNE, THOMAS J	PROTEM SERVICE	MUNICIPAL COURTS	370.00
164905	ZIONS BANK	CUSTODIAN/SAFEKEEPING	FINANCE-GENL	480.00
	ZIONS BANK		UTIL ADMIN	480.00
164906	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	60.58
164907	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	36.58
	ZIPLY FIBER		COMMUNITY	36.58
164908	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	74.34
164909	ZIPLY FIBER	LOCAL/LD LINES	YOUTH SERVICES	8.50
	ZIPLY FIBER		CRIME PREVENTION	8.50
	ZIPLY FIBER		PROPERTY TASK FORCE	8.50
	ZIPLY FIBER		PURCHASING/CENTRAL	8.50
	ZIPLY FIBER		WATER QUAL TREATMENT	17.00
	ZIPLY FIBER		SOLID WASTE CUSTOMER	17.00
	ZIPLY FIBER		FACILITY MAINTENANCE	17.00
	ZIPLY FIBER		CITY CLERK	25.50
	ZIPLY FIBER		STORM DRAINAGE	25.50
	ZIPLY FIBER		GIS SERVICES IS	25.50
	ZIPLY FIBER		LEGAL - PROSECUTION	34.01
	ZIPLY FIBER		PARK & RECREATION FAC	34.01
	ZIPLY FIBER		LEGAL-GENL	34.01
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	42.51
	ZIPLY FIBER		GENERAL	42.51
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	51.01
	ZIPLY FIBER		EQUIPMENT RENTAL	59.51
	ZIPLY FIBER		POLICE INVESTIGATION	68.01
	ZIPLY FIBER		FINANCE-GENL	76.51
	ZIPLY FIBER		RECREATION SERVICES	7 122

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 8/23/2023 TO 8/23/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	ZIPLY FIBER		UTILITY BILLING	76.51
	ZIPLY FIBER		WASTE WATER TREATMENT	85.02
	ZIPLY FIBER		COMPUTER SERVICES	85.04
	ZIPLY FIBER		UTIL ADMIN	93.52
	ZIPLY FIBER		MUNICIPAL COURTS	110.52
	ZIPLY FIBER		EXECUTIVE ADMIN	110.52
	ZIPLY FIBER		OFFICE OPERATIONS	110.52
	ZIPLY FIBER		POLICE ADMINISTRATION	136.02
	ZIPLY FIBER		COMMUNITY	153.03
	ZIPLY FIBER		DETENTION & CORRECTION	204.04
	ZIPLY FIBER		ENGR-GENL	221.04
	ZIPLY FIBER		POLICE PATROL	459.08
164910	ZIPLY FIBER	POTS LINES	POLICE ADMINISTRATION	45.25
	ZIPLY FIBER		POLICE PATROL	45.25
	ZIPLY FIBER		COMMUNICATION CENTER	45.25
	ZIPLY FIBER		UTILITY BILLING	45.25
	ZIPLY FIBER		GENERAL	45.25
	ZIPLY FIBER		GOLF ADMINISTRATION	45.25
	ZIPLY FIBER		COMMUNITY	90.50
	ZIPLY FIBER		DETENTION & CORRECTION	90.50
	ZIPLY FIBER		OFFICE OPERATIONS	90.50
	ZIPLY FIBER		GOLF ADMINISTRATION	90.50
	ZIPLY FIBER		CITY HALL	135.76
	ZIPLY FIBER		RECREATION SERVICES	181.01
	ZIPLY FIBER		WASTE WATER TREATMENT	226.26
	ZIPLY FIBER		UTIL ADMIN	226.26

WARRANT TOTAL: 3,332,009.09

HATA, JAN VOID 163801 CHECK LOST/DAMAGED \$20.00

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$3,331,989.09



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Transportation and Parks Maintenance Manager Jesse Birchman,
Public Works

ITEM TYPE: Bid Award

AGENDA SECTION: **Review Bids**

SUBJECT: Contract Award - Jennings Nature Park Bathroom
Replacement

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Jennings Nature Park Bathroom Replacement contract with Romtec, Inc. for the amount of \$405,993.02 and a management reserve of \$40,599.30 for a total construction allocation of \$446,592.32.

SUMMARY:

This contract is to replace the existing bathroom structure at Jennings Nature Park. The existing structure was installed in the early 1990s. The new structure will provide 3 single-user restrooms, an external drinking and water bottle fountain, a fully enclosed mechanical and storage room, and both external and internal anti-graffiti wall and door coatings. Two of restrooms will provide diaper changing stations and ADA accessibility. The contract includes construction, delivery, installation and finishing.

Procurement was conducted through the City's cooperative purchasing agreement with Sourcewell (Account # 38065; Sourcewell-Romtec Contract #081721-RMT). Proposals were solicited from the top three ranked "Restroom and Shower Facility" vendors. City staff reviewed proposals and selected Romtec, Inc based on the following:

- Their available additional services for demolition and disposal of the existing bathroom structure that are not available from other vendors,
- Their warranty for materials and workmanship, and
- Their proposal provided the greatest level of detail demonstrating clear understanding of the required work and satisfaction of both required and desired building specifications.

The total contract amount is for \$405,993.02 (including WSST). Staff also request approval of a 10% management reserve of \$40,599.30.

Contract Proposal: \$405,993.02
Management Reserve: \$40,599.30
Total Construction Allocation: \$446,592.32

ATTACHMENTS:

PW4 mod - JNP Bathroom Contract.pdf

**SMALL PUBLIC WORKS CONTRACT
WITH FACILITY CONSTRUCTION**

THIS SMALL PUBLIC WORKS CONTRACT (the “Contract”) 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 (the “City”), and Romtec, Inc., a corporation, organized under the laws of the state of Oregon, located and doing business at 18240 North Bank Road, Roseburg, OR 97471 (the “Contractor”).

WHEREAS, the City desires to replace the bathroom structure at its Jennings Nature Park with a structure procured through the City's cooperative purchasing agreement with Sourcewell; and

WHEREAS, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform, carry out, and complete the project and submitted a bid, proposal, or quote to the City to carry out the project; and

WHEREAS, the Contractor and the City desire to enter into this Contract for completion of the project in accordance with the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, the City and the Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out, and complete the Jennings Nature Park Bathroom Replacement Project (the “Project”) more fully described in **EXHIBIT A** which is attached hereto and incorporated by this reference. Exhibit A may reference or include a description of the Project, the Contractor’s bid/proposal, plans, drawings, or technical specifications (collectively, with this Contract, the “Contract Documents”).

2. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than 50 working days beginning no earlier than January 4th, 2024 and no later than May 6, 2024.

3. Commencement of Work.

The Contractor shall not commence any work under this Contract until the City issues a Notice to Proceed. The City will not issue a Notice to Proceed until the Contractor satisfies the following conditions:

- a. The Contract has been signed and fully executed by the parties.

- b. The Contractor has provided the City with satisfactory documentation that the Contractor is licensed and bonded as a contractor in the State of Washington.
- c. The Contractor has obtained a City of Marysville Business License and a State of Washington Unified Business Identifier number.
- d. The Contractor has provided the City with satisfactory documentation that it has industrial insurance coverage as required by Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW.
- e. The Contractor has provided the City with satisfactory documentation that it is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- f. The Contractor has provided the City with all certificates of insurance required under Section 13.

The Contractor must satisfy the proceeding conditions within fourteen (14) calendar days of the City providing the Contractor notice of the award of the Contract. The Contractor shall commence work on the Project within seven (7) calendar days of the City issuing the Notice to Proceed.

4. Payment for Project.

a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed four hundred five thousand nine hundred ninety three dollars and two cents (\$405,993.02) including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

b. Statement of Intent to Pay Prevailing Wages. The City will not make any payment to the Contractor prior to receiving a copy of Contractor's Intent to Pay Prevailing Wages (or a Combined Intent/Affidavit if approved by the City).

c. Payments. The City will only pay the Contractor for satisfactorily completed work on the Project within the scope of the Contract Documents. Progress payments shall be based on the timely submittal by the Contractor of an invoice in a form acceptable to the City. The form shall be appropriately completed and signed by the Contractor. Invoices not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed invoice form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to retainage in accordance with subsection 7(b) below.

d. Withholding for Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or

unauthorized work includes, without limitation: work and materials that do not conform to the requirements of the Contract Documents; and extra work and materials furnished without the City's written approval. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the work to comply with the requirements of the Contract Documents. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract Documents. The City's decision not to, or failure to, withhold payment shall not constitute a waiver of the City's right to final inspection and acceptance of the Project.

e. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director or designee as being one hundred percent (100%) complete.

f. Final Payment: Waiver of Claims. The Contractor must request all changes and equitable adjustments, as provided for in Section 6, prior to seeking final payment. The Contractor's acceptance of final payment shall constitute a waiver of the Contractor's claims, except those previously and properly made and identified by the Contractor as unsettled at the time final payment is made and accepted.

g. Maintenance and Inspection of Financial Records. The Contractor shall maintain reasonable books, accounts, records, documents, and other evidence pertaining to the costs and expenses incurred and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such records and accounts shall be subject to inspection and audit by representatives of City and the Washington State Auditor at all reasonable times and the Contractor shall provide the City copies upon request. The Contractor shall preserve and make available all such records and accounts for a period of three (3) years after final payment under this Contract.

5. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 2. If said work is not completed within the time specified, the City will suffer harm, and the Contractor agrees to pay the City, as liquidated damages and for each and every calendar day said work remains uncompleted after expiration of the specified time, the sum set forth in Section 1-08.9 of the most recent edition of WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation and incorporated herein by this reference and includes supplemental Section 1-08.9(1) included in **EXHIBIT B**. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay and not as a penalty. The City will have the right to deduct and retain the amount of liquidated damages from any amounts due or to become due to the Contractor. The Contractor shall not be liable for liquidated damages if the delay was due to causes not reasonably foreseeable to the parties at the time of contracting or causes that are entirely beyond the control and without the fault or negligence of the Contractor.

6. Changes.

The City may issue a written change order for any change in the work specified in the Contract Documents during the performance of the Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City's Contract Representative within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the Contractor fails to request a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Project.

If the City determines that the change order increases or decreases the Contractor's costs or time for completion, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order.

The Contractor accepts all requirements of a change order by (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting it within five (5) business days. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

7. Bonding and Retainage.

a. Payment and Performance Bond. Pursuant to Chapter 39.08 RCW, the Contractor shall provide the City a payment and performance bond for the Total Contract Sum to be in effect until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW.

b. Retainage. The City shall withhold retainage in the amount of five percent (5%) of any and all payments made to the Contractor until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW. The amount retained shall be placed in a fund by the City pursuant to RCW 60.28.011(4)(a), unless otherwise instructed by the Contractor within fourteen (14) calendar days of Contractor's execution of this Contract.

8. Termination of Contract.

a. Termination. The City may terminate this Contract and take possession of the premises and all materials thereon and finish the Project by whatever methods it may deem expedient, by giving ten (10) business days written notice to the Contractor, upon the occurrence of any one or more of the following: (1) The Contractor makes a general assignment for the benefit of its creditors, has a receiver appointed as a result of insolvency, or files for bankruptcy; (2) The Contractor persistently or repeatedly refuses or fails to complete the work herein necessary to complete the Project; (3) The Contractor fails to make prompt payment to a subcontractor for material or labor; (4) The Contractor persistently disregards instructions of the City's Contract

Representative or otherwise substantially violates the terms of this Contract; or (5) The Contractor persistently disregards federal, state, or local laws, ordinances, regulations, or codes.

b. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Contract Documents is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the City in finishing the Project and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of performance, such excess shall be paid by the City to the Contractor. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

9. Contractor's Status as Independent Contractor.

The Contractor is a licensed, bonded, and insured contractor as required and in accordance with the laws of the State of Washington. The Contractor is acting as an independent contractor and has the ability to control and direct the performance and details of its work in the performance of each and every part of this Contract. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Contractor and the City. No officer, employee, volunteer, agents, contractors, or subcontractors of the Contractor shall act on behalf of or represent him or herself as an agent or representative of the City. The Contractor and its officers, employees, volunteers, agents, contractors, and subcontractors shall not make a claim of City employment and shall not make a claim against the City for any employment related benefits, social security, and/or retirement benefits. The Contractor shall be solely responsible for compensating its officers, employees, volunteers, agents, contractors, and subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

10. Prevailing Wages.

This Contract is subject to the requirement of Chapter 39.12 RCW and no worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The Contractor shall assure that it and any subcontractors fully comply with the requirements of Chapter 39.12 RCW, Chapter 49.28 RCW, and any further laws or regulations applicable because of federal funding, including the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3) and ensure that any subcontractors also comply with these requirements.

The State of Washington prevailing wage rates for Snohomish County apply to work performed under this Contract. The applicable prevailing wage rates may be found at the following

website address of the Department of Labor and Industries:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

A copy of the applicable prevailing wage rates are available for viewing at the City and upon request, the City will mail a hard copy of the applicable prevailing wages.

11. Contractor's Risk of Loss.

The Contractor understands that the whole of the work under this Contract is to be done at the Contractor's risk. The Contractor is familiar with all existing conditions and other contingencies likely to affect the work on the Project, and has made its proposal, bid, or quote accordingly. The Contractor assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion of the Project.

12. Indemnification and Hold Harmless.

a. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of the Contractor under this subsection have been mutually negotiated by the parties hereto, and the Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

_____ (City Initials) _____ (Contractor Initials)

d. The provisions of this Section shall survive the expiration or termination of this Contract.

13. Insurance.

a. Insurance Term. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Final Acceptance date, unless otherwise indicated herein.

b. No Limitation. The Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance. The Contractor's required insurance shall be of the types and coverage as stated below:

- i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Builders Risk insurance covering the interests of the City, the Contractor, subcontractors, and sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor.

Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until Final Acceptance of the Project unless otherwise approved by the City in writing.

d. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.
- iii. Builders Risk insurance shall be written in the amount of the completed value of the Project with no coinsurance provisions.

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

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

g. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

h. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to this Section or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

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

j. Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms, and endorsements related to the Project. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

k. Subcontractors. The Contractor shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Contractor shall ensure that the City is an additional insured on each and every subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

l. Notice of Cancellation. The Contractor shall provide the City and all additional insureds for this work with written notice of any policy cancellation within two business days of its receipt of such notice.

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

14. Additional Responsibilities of the Contractor.

a. Permits. The Contractor will apply for, pay for, and obtain any and all City, county, state, or federal permits necessary to commence, construct, and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for the Project.

b. Work Ethic. The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional, and workmanlike manner.

c. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local laws, ordinances, regulations, and codes. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards. The Contractor shall ensure that all trenches are provided with adequate safety

systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

d. Warranty and Correction of Defects. The Contractor guarantees and warrants all its work, materials, and equipment provided and utilized for the Project to be free from defects, damage, or failure which the City may, in its sole discretion, determine is the responsibility of the Contractor, for a period of one (1) year from the date of Final Acceptance of the Project. The Contractor is liable for any costs, losses, expenses, additional damages including consequential damages suffered by the City resulting from defects in, damage, or failure of the Contractor's work, materials, or equipment including, but not limited to, cost of materials and labor expended by the City in making repairs and the cost of engineering, inspection, and supervision by the City.

i. The Contractor is responsible for correcting all defects in workmanship, materials, or equipment discovered within one (1) year after Final Acceptance.

ii. Within seven (7) calendar days of receiving notice of a defect, the Contractor shall start work to correct such defects and shall complete the work within a reasonable time. After performing corrections, the Contractor is responsible for defects in workmanship, materials, and equipment for one (1) year after the City's acceptance of those corrections.

iii. If damage may result from delay or where loss of service may result, the City may choose to complete such corrections by contract or any other means, in which case the costs associated with correcting the defects and any damages resulting from the defects shall be borne by the Contractor.

iv. If the Contractor fails to correct a defect after receiving notice of the defect from the City or fails to bear the costs associated with correcting a defect, the Contractor will thereafter be considered non-responsible with regards to all City projects for one (1) year following the notice of the defect.

e. Compliance with Laws. The Contractor shall perform all work and services under and pursuant to this Contract in full compliance with any and all federal, state, or local laws, ordinances, regulations, or codes. The Contractor shall obtain a City of Marysville Business License prior to commencement of work under this Contract.

f. Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, disability, or other circumstances as may be defined by federal, state, or local law, ordinance, or regulation except for a bona fide occupational qualification.

15. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of the Contractor regarding the planning, design, and construction of the Project shall be the property of the City. The Contractor shall provide the City with paper and electronic copies of all

work products in possession or control of Contractor at the time the Contractor requests final payment from or upon written request from the City.

16. Assignment and Subcontractors.

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the work to be performed under this Contract without first obtaining the consent of the City and complying with the provisions of this Section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract Documents.

d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the Contract Documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

17. Notices and Contract Representatives.

All notices under this Contract shall be sent by registered or certified mail, postage prepaid, or hand-delivered to the addresses for each Contract Representative listed below. When hand delivered, notices are deemed effective on the date of receipt. When mailed, notices are deemed effective three (3) business days after deposit in the U.S. mail.

This Contract shall be administered for the City by the City's Contract Representative, Jesse Birchman, and shall be administered for the Contractor by the Contractor's Contract

Representative, Dayna Lewis. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: Jesse Birchman, Transportation & Parks Maintenance Manager
City of Marysville
80 Columbia Avenue
Marysville, WA 98270

To Contractor: Dayna Lewis, CFO
Romtec, Inc.
18240 North Bank Rd
Roseburg, OR 97471

18. Conflict and Severability.

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

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

19. Integration, Supersession, and Modification.

This Contract, together with the Contract Documents, exhibits, and attachments represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by a written amendment properly executed by both parties.

20. Non-Waiver.

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

21. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

22. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

23. Governing Law.

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

24. Venue.

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

25. Attorney Fees.

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

26. Authority to Bind Parties and Enter into Contract.

The undersigned represent that they have full authority to enter into this Contract and to bind the parties for and on behalf of the legal entities set forth herein.

27. Counterparts.

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

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

_____(CONTRACTOR)

By: _____

_____(Name)

Its: _____(Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

ATTACHMENTS:

- Proposal of Contractor
- Technical Specifications

EXHIBIT A
Scope of Work



MARYSVILLE
PUBLIC WORKS

MEMORANDUM

FROM: Jesse Birchman, Transportation & Parks Maintenance Manager

DATE: June 9, 2023

SUBJECT: Jennings Nature Park Bathroom Replacement – 2nd Solicitation

This memorandum outlines the City of Marysville, WA’s request for quotes through its Sourcewell cooperative purchasing agreement for replacing the bathroom structure at its Jennings Nature Park (5315 64th St NE) with a new prefabricated or offsite manufactured structure. A previous effort solicited contractor quotes that were all-inclusive of efforts and materials to replace this structure. This current solicitation is intended to separate scope items to provide improved responsiveness to this replacement effort.

The desired elements of the new bathroom structure include the following:

- 3 or 4 single-user restrooms (3-room preferred) facing a single building side
- A minimum of 2 restrooms with diaper changing stations & 2 restrooms that are ADA compliant. These may be combined in individual restrooms.
- Available water, sewer, & electrical service shall be used
- Mechanical room/chase shall be fully enclosed (not open air) and provide two electrical outlet locations.

Other elements that are desired but not critical need include:

- Restroom door openings open towards the adjacent playground & parking lot
- A 3-foot or longer cantilevered roof or awning over restroom entrances
- External drinking fountain

Based on a review of your company’s website or other reviewed materials, our staff believe modified versions of **Romtec’s 2022 and 2024 models including 3 stalls** appear likely to satisfy these functions. We are also happy to discuss any alternatives or customizations you believe beneficial for function, cost, or time to completion.

Model 2022



Model 2024



(360) 363-8100

Public Works
80 Columbia Avenue
Marysville, WA 98270

Along with the above specifications, please also indicate any of the following in your provided quote(s):

- Shipping, installation, and any finishing necessary for public use
- Anticipated manufacturing and completion dates or range
- The following are anticipated services the City anticipates procuring separately, but please indicate if your firm is able to provide these.
 - Removal and disposal of the existing wood framed restroom structure with foundation.
 - Site preparation of utility services and foundation consistent with bathroom manufacturer requirements.
- We'd also like to understand pricing for options/upgrades that may be included in a final proposals and will be considered in the City's selection of a preferred proposal.

Following city staff's selection of a preferred proposal, staff will coordinate any minor design or equipment modifications followed by final pricing and proposal terms with the preferred contractor.

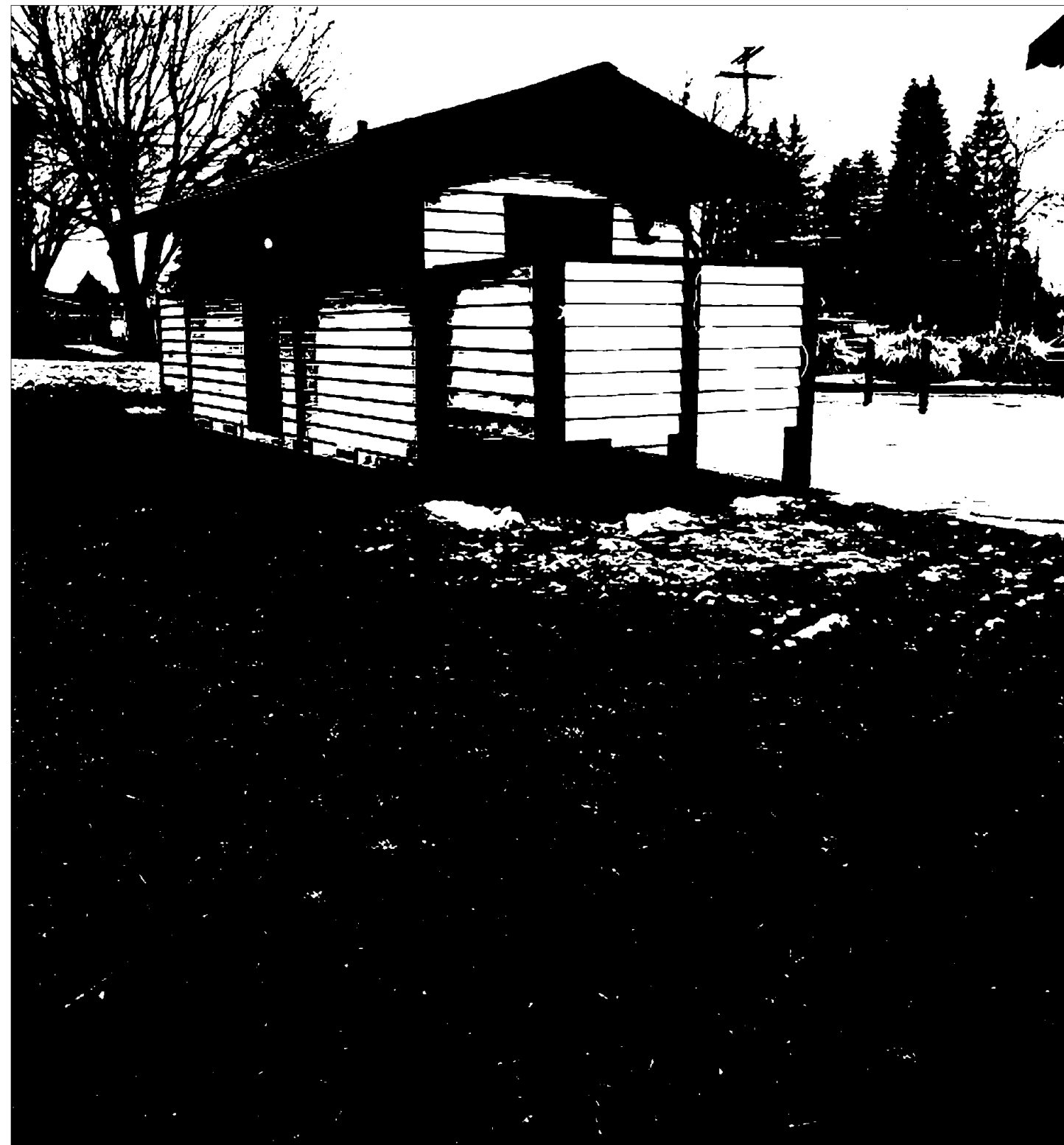
The selected proposal procured by the City must satisfy the City's attached Small Public Works with Facility Construction contract template that includes the following notable terms:

- The installation effort is considered a "small public work" and shall comply with Washington State requirements.
- Liquidated damages should completion extend beyond agreed upon working days negotiated for the preferred proposal. Working days are typically non-holiday weekdays where weather conditions do not affect construction. Additional working days are provided at City discretion for weather.
- The Contractor shall apply for and receive all necessary construction permits to accomplish the work. Permit fees are waived/paid for by the City.
 - Building, plumbing, and electrical permits.
 - Demolition and grading permits may also be necessary for preparation work if provided by Romtec.
- Prevailing wages
- Licensed and bonded;
- A payment and performance bond
- A City business license
- Industrial insurance coverage
- Insurance coverage and naming the City additionally insured with the following.
 - Commercial General Liability at \$1 million limit, \$2 million general aggregate, and \$2 million products-completed operations aggregate, and
 - Automobile liability at \$1 million per accident.
 - Builders Risk in the amount of the completed project value with no coinsurance
- Additional details will be provided to the preferred contractor.
- Not disqualified/debarred from public works contracts

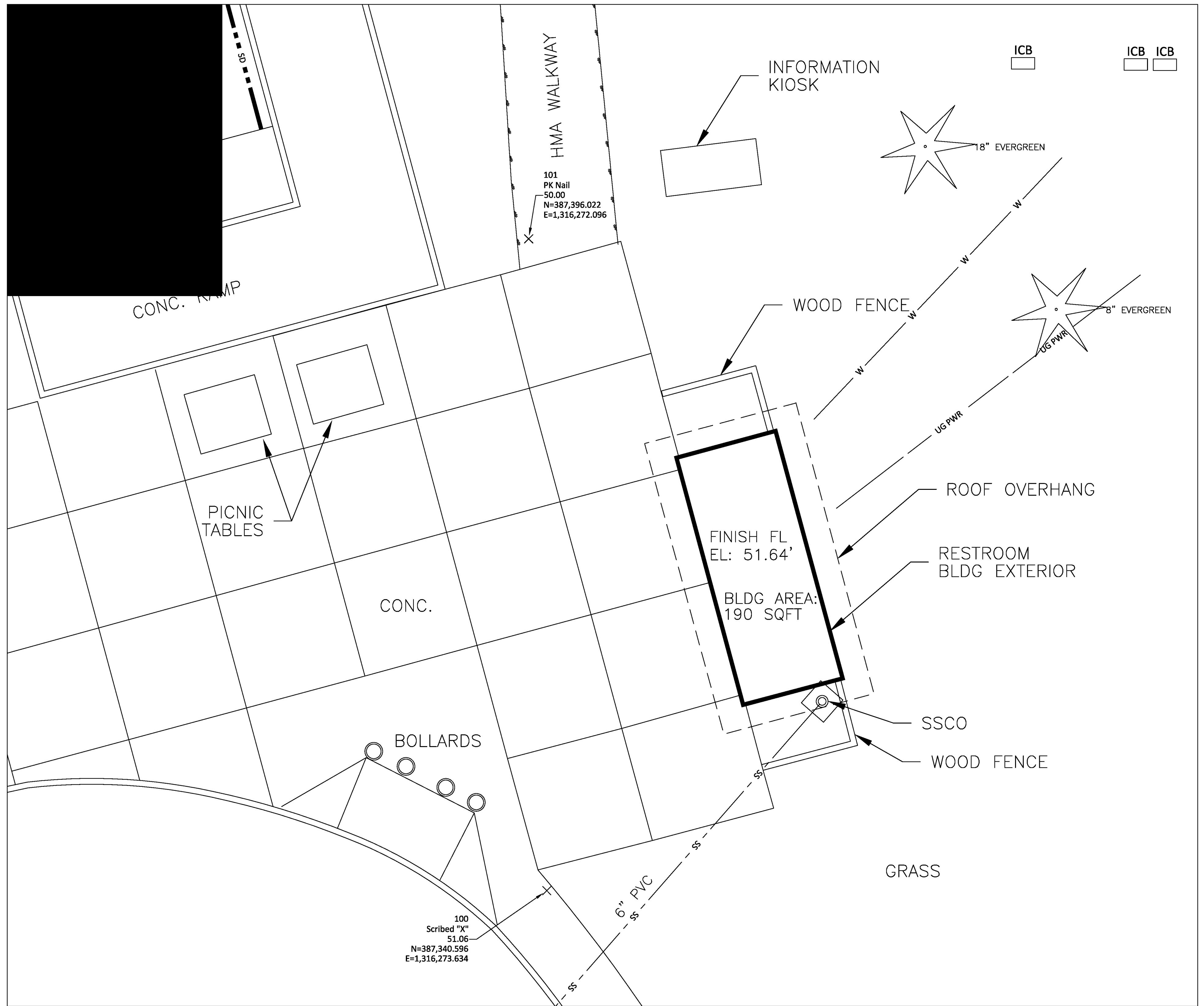
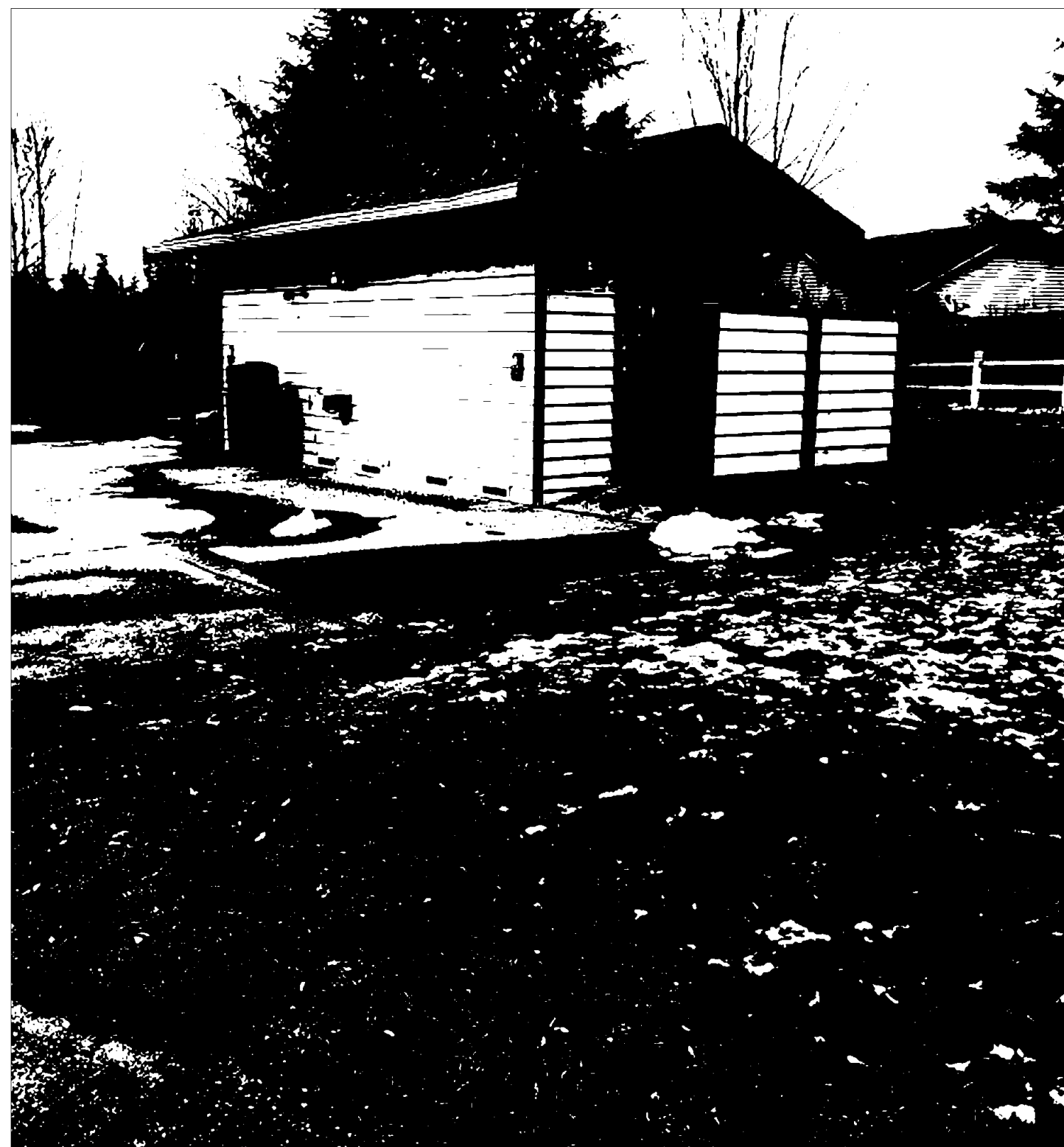
Attachments: Agreement template; Existing Site Plan & Utility Service Connections

S:\Eng\Projects\Parks\P2203- Jennings Park Nature Playground Drainage RFP\Jennings Nature Park Restroom Replacement\Solicitation-Sourcewell\Romtec\RFP to Romtec-Jennings Nature Bathroom Replacement 2023.docx

EXISTING BATHROOM
FROM NORTH



EXISTING BATHROOM
FROM SOUTH



ELEVATION DATUM IS NAVD 1988

REVISIONS	DATE	DESIGN BY:	JASON C.
1.		ENGINEERING CHECKER:	JESSE B.
2.		CONSTRUCTION SUPERVISOR:	JESSE B.
3.		OPERATIONS MANAGER:	
4.		P.W. SUPERINTENDENT:	

EXAMINED AND APPROVED
FOR CONSTRUCTION ON THIS

BY _____

xxxx

CITY OF MARYSVILLE
DEPARTMENT OF PUBLIC WORKS

ENGINEER'S STAMP

CITY OF MARYSVILLE
PUBLIC WORKS DEPARTMENT
80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-8100

JENNINGS NATURE PARK RESTROOM REPLACEMENT
SITE PREP

HOR SCALE
1"=10'

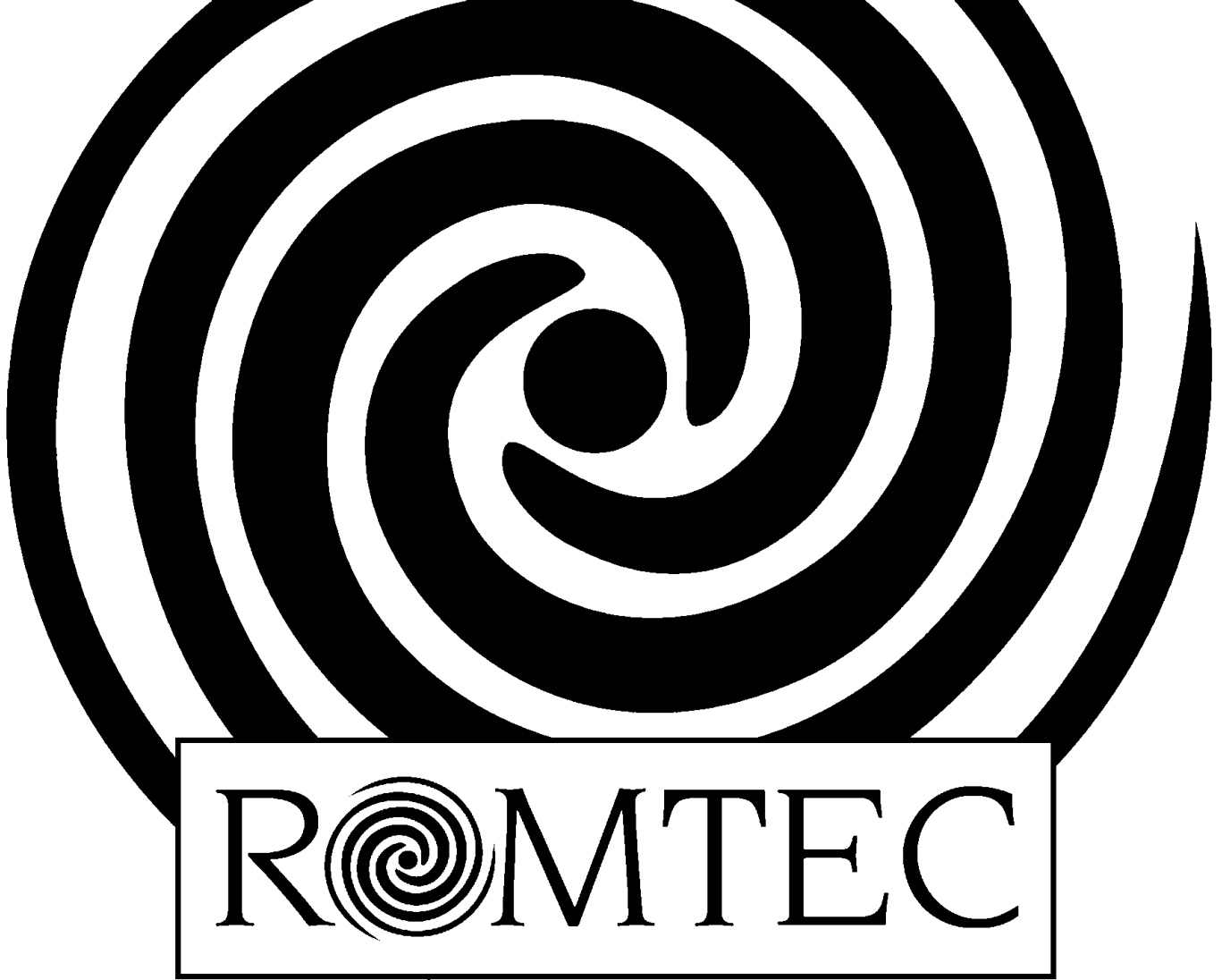
VER SCALE
N/A

DWG. NO.
C-1

SHEET
1 of 1

EST. 1891

811
Know what's below.
Call before you dig.



Preliminary Scope of Supply and Services

Building Supply and Installation

Project: Jennings Nature Park
Location: Marysville, Washington
Date: 8/17/2023



OVERVIEW

The following is a detailed scope of products and services that will be included as part of the Romtec building package and installation services. Romtec's proposal includes the supply and installation of the specified building kit as defined herein (with clarifications and exclusions noted below).

See Section 3 below for the scope of supply and services supplied by others that are not supplied by Romtec.

KEY ASSUMPTIONS

Romtec's Installation Quote is based on the following:

1. **Building Construction Timeline.** Romtec's estimated installation time is 50 working days. Romtec's proposal is based on the requirement that the building site(s) be fully prepared and ready for Romtec to begin construction by 01/04/2023 (all dates to be agreed upon by owner and Romtec). This proposal is also based on the following milestone dates:
 - a. Purchase Order executed no later than 09/18/2023
 - b. Any relevant Romtec submittal document(s) approved no later than 10/30/2023
 - c. Site preparation and relevant Permits completed and delivered to Romtec for review/approval no later than 12/11/2023
 - d. Romtec to arrive no earlier than 01/07/2023 and no later than 02/05/2023

Note: Any changes to this schedule caused by others or outside of Romtec's control will result in price changes.

2. This proposal includes Romtec providing a 100% performance and payment bond.
3. Romtec will provide all required permits as specified, but Romtec requires coordination and assistance from the City to complete these permits.
4. There is no way to confirm the exact time it will take for permitting authorities to confirm permit applications, so Romtec has included 40 business days in the proposed project schedule. Any unforeseen delays by permitting authorities should not be counted against Romtec's final performance time for the purposes of liquidated damages.
5. Alternatively, the City could clarify that for the purpose of liquidated damages, Romtec's performance time will begin upon Romtec's arrival at the site to begin work (after all permits are approved). Romtec has included 50 working days upon Romtec's arrival on site.
6. Romtec will provide the required city and state business/contractor licenses.
7. **Installation assumes one mobilization.** If Romtec is required to demobilize and remobilize for any reason outside of Romtec's control, it will result in a change order and schedule adjustment.
8. Work Hours are Monday through Saturday 7:00am – 7:00pm.
9. The Romtec Proposal requires a walk through and sign off upon completion of the Installation of the Romtec Building Package. In other words, once Romtec has completed the installation work, the general contractor, owner, and/or their representatives must inspect and confirm the completed installation within a reasonable time.
10. The jobsite is semi-truck accessible.
 1. Freight quotes are valid for 30 days only, after which the price is subject to change without notice.

2. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.

11. Union workers NOT required for Romtec's Installation Scope.

1. Prevailing Wage required
2. Compliance with Davis Bacon Act required

This scope letter will be superseded by the Romtec Scope of Supply, Design and Installation Submittal to be provided to the customer after receipt of contract.

1. Romtec Scope of Supply

1. Engineering Services

Romtec will provide engineering services per the following process outline. Romtec will provide the full Scope of Supply, Design, and Installation Submittal (SSDIS) after receipt of a signed purchase order.

1. Romtec provides the full Scope of Supply, Design, and Installation Submittal package (SSDIS)
 - a. Romtec provides the SSDIS in Romtec's standard electronic submittal format.
 - b. The SSDIS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDIS supersedes this preliminary scope letter.
2. Customer reviews and comments on the SSDIS
 - a. At this time, the SSDIS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
 - b. The SSDIS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
 - c. Customer will have 45 days from purchase order date to approve the SSDIS.
3. Customer Approves the SSDIS and releases Romtec to begin production
 - a. The customer approves the SSDIS and releases Romtec to begin production by signing the Submittal Approval and Notice to Proceed on Production forms included in the SSDIS. Romtec cannot begin production without a signed NTP form.
 - b. The customer's approval of the SSDIS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDIS is approved.
 - c. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.
4. Romtec provides the Full Sealed Plan Set
 - a. After the customer has approved the SSDIS, Romtec will provide the customer with the Full Sealed Plan Set for review by the local building department (or relevant permitting authority).
 - b. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
 - c. Romtec's standard plan size is 11"x17".
5. The local building department reviews and comments on the Romtec plans
 - a. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
 - b. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.
6. The local building department approves the revised Romtec plans
 - a. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
 - b. Romtec will complete production/manufacturing of the building package per the final approved plans.
7. Romtec delivers the completed building package and mobilizes for installation
 - a. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the Romtec installer.
 - b. Romtec Installer completes installation.
 - c. Romtec's warranty period begins.

2. Structure

The Romtec building package has been quoted with the specific product colors noted below. Changes to these color selections may result in a price increase. Customer to select colors from each manufacturer's specified color chart for block, roofing, steel finishes, etc.

The following items relative to the building structure will be supplied by Romtec.

1. Concrete Masonry Units - CMU
 - a. Exterior walls will be constructed of split-face, mortar joint, concrete masonry units (concrete blocks).
 - b. Block color will be **gray**.
2. Interior and exterior block to have anti-graffiti coating.
3. Interior floor finish will be sealed concrete.
4. Sanitary cove base on interior walls in **White**.
5. Wire weave gable vents for natural ventilation.
 - a. Steel vent frames will be powder coated **black**.
6. Doors, frames and hardware.
 - a. Doors and frames to be powder coated **black**.
 - b. Stainless steel, ball bearing hinges.
 - c. Heavy duty door closers.
 - d. 18" door louvers for all doors
Note: Mechanical room is fully enclosed with venting only installed on the door alone.
 - e. Interconnected lever locks with occupancy indicator for restrooms
 - f. Grade 2 lever lock for mech room.
7. Roofing materials
 - a. Glulam beam roof system.
 - b. 2"x6" tongue and groove decking ceiling finish.
 - c. 3' cantilever roof extension.
 - d. Roofing will be Fabral, 26-gauge, Horizon 16 standing seam roof panels.
*Note: Roofing color shall be selected by the **owner** from the manufacturer's standard color chart.*

3. Restroom and Plumbing Fixtures

The following fixtures will be supplied by Romtec:

1. Wall mount, stainless steel toilets with manual lever chrome flush valves.
2. Wall mount, stainless steel sinks with single chrome push button faucets.
3. Stainless steel grab bars.
4. Wall mount, stainless steel 3-roll toilet paper dispensers.
5. Wall mount, gray plastic diaper deck.
6. Surface mount, stainless steel, bi-level drinking fountain with bottle filler.

4. Electrical Fixtures

The following electrical fixtures will be supplied by Romtec:

1. Exterior lighting
 - a. Wall cylinder, LED downlight fixtures.
 - b. Controlled by photocell.
2. Interior lighting
 - a. 48" ceiling mount LED light fixtures.
 - b. Restroom lights controlled by motion sensor.
 - c. Mech room lights controlled by wall switch.
3. Wall mount, white hand dryers with 15-second dry time.
4. Main breaker panel sized for the building components.
 - a. 100-amp, single-phase, indoor.

2. Romtec Demolition

The following are included in the demolition services for provided by Romtec:

1. Physical disconnection of electrical service.
2. Preservation of existing utilities.

3. Cut and Cap any plastic water and/or sewer pipe
*Note: This only applies to **plastic** pipe such as PVC, HDPE, etc. Romtec does not provide cut and cap service for any other pipe material.*
4. Demolish totality of existing structure(s), including the foundation.
5. Remove and dispose of demolition debris.
Note: This proposal does NOT include a hazardous material survey of the existing structure(s) or the abatement of any hazardous materials. If abatement is required, pricing for abatement work cannot be provided until after a hazardous materials survey is completed (by others).

3. Romtec Fabrication and Installation

The following are included in the fabrication and installation services for all buildings provided by Romtec:

- i. Site Prep
 1. Romtec will provide site preparation for the building, including cut & fill and soil removal if necessary.
- ii. Foundation and Under-slab
 1. Equipment for excavation of foundation and slab, including sidewalks as shown on the Romtec plans.
 2. Installation of forming material for foundation and slab, including sidewalks as shown on the Romtec plans.
 3. Installation of Romtec underground utilities, including connection to the site plumbing and electrical utilities within 10' of the building (plumbing and electrical)
 4. Backfill of Romtec underground utilities.
 5. Placement of rebar.
 6. Pouring of foundation slab and sidewalks as shown on the Romtec plans.
- iii. Masonry Walls
 1. Installation of CMU block
 2. Placement of door frames, windows, and vents within CMU walls (if applicable)
 3. Placement of J-bolts or Glulam Brackets as applicable
- iv. Roof Structure
 1. Carpenters' installation of roof framing
 2. Installation of roofing underlayment
 3. Installation of roofing system
- v. Interior Finish
 1. Painting of interior walls
 2. Placement of cove base tile (if applicable)
 3. Sealing of all exposed wood
- vi. Rough-In Plumbing/Electrical
 1. Installation of drain and vent lines
 2. Installation of water lines
 3. Installation of main breaker panel(s)
- vii. Doors and Hardware
 1. Installation of Doors and hardware
- viii. Installation of Finish Plumbing and Electrical
 1. Installation of plumbing fixtures
 2. Installation of electrical fixtures
- ix. Installation of all other applicable building kit components and fixtures that are supplied by Romtec (e.g. (if applicable), partitions, dispensers, ADA equipment, mirrors, diaper decks, etc.)
- x. Spoils removal related to the Romtec building is included.
- xi. Completion of all applicable building inspections related to Romtec's installation

- xii. Demonstration of full function and operation per approved designs and data sheets

4. Owner Responsibilities (By Others)

1. Site Preparation (All Structures)

1. Surveying and Staking

Romtec is not responsible for any site surveying or staking. Any required surveying and staking related to Romtec's work area must be completed prior to Romtec's arrival onsite.

2. Utilities (All Structures)

1. Site Utilities

Romtec is excluding the supply and installation of all incoming utilities. Utilities must be in place and available prior to Romtec's arrival onsite. **All utilities must be brought within 10' of the building pad prior to Romtec's arrival.** If the utilities are not in place and ready to use prior to Romtec's arrival, there will be additional charges for any required remobilization.

Note: Romtec has assumed that the site utility sizing matches what is shown on the Romtec plans. Any changes to the site utility sizing must be communicated to Romtec as soon as possible.

2. Electrical Transformer(s), Service Meter(s), and Meter Base(s)

Romtec is excluding the supply and installation of any required electrical transformer, service meter, and meter base. If required, these items must be supplied and installed by others. If the electrical transformers are required for Romtec to perform installation work, they must be installed and functioning prior to Romtec's arrival for installation work.

3. Electrical Junction Box

Romtec is excluding the supply of any required external electrical junction box associated with the Romtec building(s). Any required external junction box must be installed and ready for Romtec's use prior to Romtec's arrival onsite.

4. Other Electrical

Romtec is excluding the supply and installation of any electrical items not shown on the Romtec supplied panel.

5. Water Line Drain Valves and Sewer Line Back Flow Check Valves

Romtec is excluding the supply and installation of any required water line drain valves and/or sewer line backflow check valves.

3. Site Concrete and Landscaping (All Structures)

1. Sidewalks and Sidewalk Approaches

Romtec is excluding the supply and installation of all sidewalks and sidewalk approaches.

2. Landscaping

Romtec is excluding the supply and installation of any landscaping.

5. Demolition

1. Demolition Plan(s)

Romtec is not responsible for the creation or evaluation of demolition or abatement plans.

2. Permits

Romtec is not responsible for applying for, obtaining, or maintaining any required

permits related to demolition activities, including but not limited to demolition permits and air quality permits.

3. Hazard Analysis Report

Romtec is not responsible for producing or performing any Hazard Analysis Reports.

4. Handling and Removal of Hazardous Material

Romtec is not responsible for handling or removal of any hazardous material from the site.

5. Utilities

All electrical, gas, and water services must be shut off prior to Romtec's arrival for demolition work. This includes any coordination, scheduling, and labor associated with the removal of an electrical meter base, if applicable.

6. Metal Utility Piping

Romtec is excluding any required cutting/capping of metal piping associated with water, sewer, or gas utilities.

4. General Exceptions/Exclusions

1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
2. The following items will be supplied by **others** if applicable:
 1. All Permits related to construction and installation of Romtec Building
 2. Storm water and/or pollution prevention plans
 3. Erosion control plans
 4. Site specific safety plans
 5. Site specific protection plans
 6. Tree protection plans
 7. Site preparation per geotechnical report
 8. Backfill required for all structures
 9. Additional licenses except for City and State Business and Contractor Licenses, if required
 10. Special inspection services
 11. Rock excavation
 12. Site grading or asphalt paving
 13. Masonry pavers
 14. Booster pumps &/or pressure reducing valves
 15. Backflow check valves
 16. Fire alarm & fire suppression equipment
 17. Irrigation Equipment
 18. Gutters and downspouts
 19. Lighting equipment not attached to the building
 20. Electrical transformer(s), external electrical junction box(es), service meter(s)/meter base(s)
 21. Landscaping
 22. Plumbing freeze protection
 23. Site plans
 24. Any additional sidewalks not included in the Romtec plans.
 25. Construction mock-ups
 26. Construction fencing
3. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
4. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."
5. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

Note: Romtec's scope of work is based on acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

5. Warranty and Limitations

1. Warranty

1. Please review the Romtec warranty by clicking the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

2. Disclaimers

1. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.



18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541)-496-3541 FAX (541)-496-0803

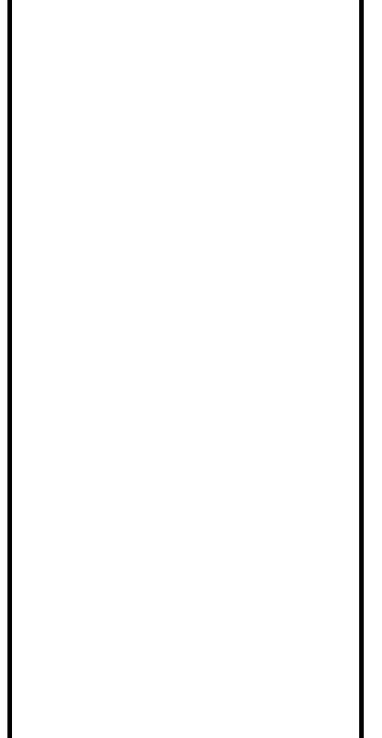
JENNINGS NATURE PARK

SHEET SCHEDULE	
SHEET	CONTENTS
1	TITLE PAGE
2	FLOOR PLAN & ELEVATIONS
3	CMU PLAN & DETAILS & SPECIFICATIONS
4	FOUNDATION PLAN & DETAILS, & SPEC'S

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

REV	DATE	BY	DESCRIPTION

NOT FOR
CONSTRUCTION



ROMTEC
18240 NORTH BANK ROAD
ROSEBURG, OR 97470
(541)-496-3541 FAX (541)-496-0803

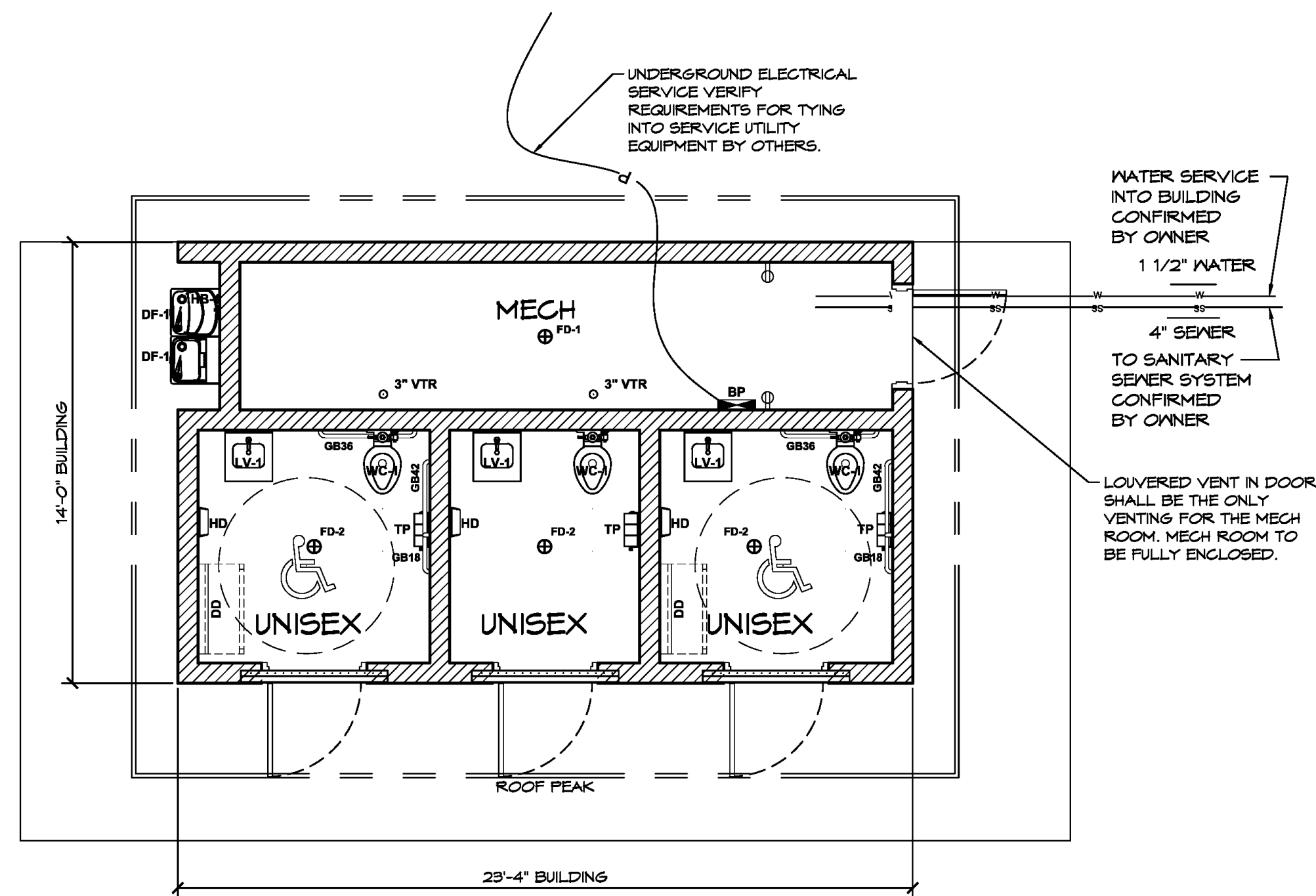
PROJECT: JENNINGS NATURE PARK
MARYSVILLE, WASHINGTON
SHEET TITLE: TITLE PAGE

PROJECT ID: 2020
DATE: 07/28/2023
DRAWN BY: JRM
SHEET NO. 1

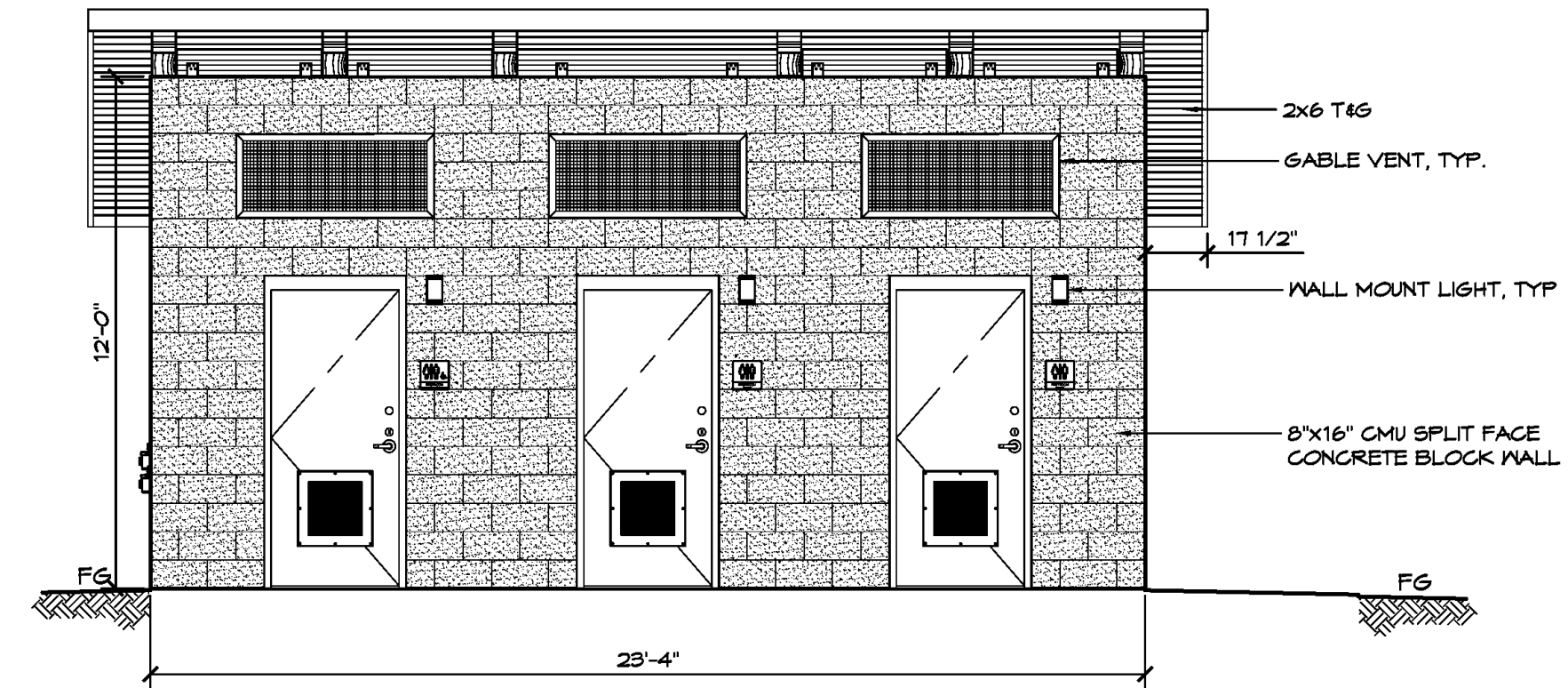
LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
	RIDGE VENT	3
	EXTERIOR WALL LIGHTS	5
	INTERIOR CEILING LIGHTS	4
	FLOOR DRAIN	4
	ELECTRICAL OUTLET	2
	18"x18" LOUVERED DOOR VENT	4

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE 'SCOPE OF SUPPLY AND SERVICES' LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

WALL TYPE SCHEDULE	
	8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.

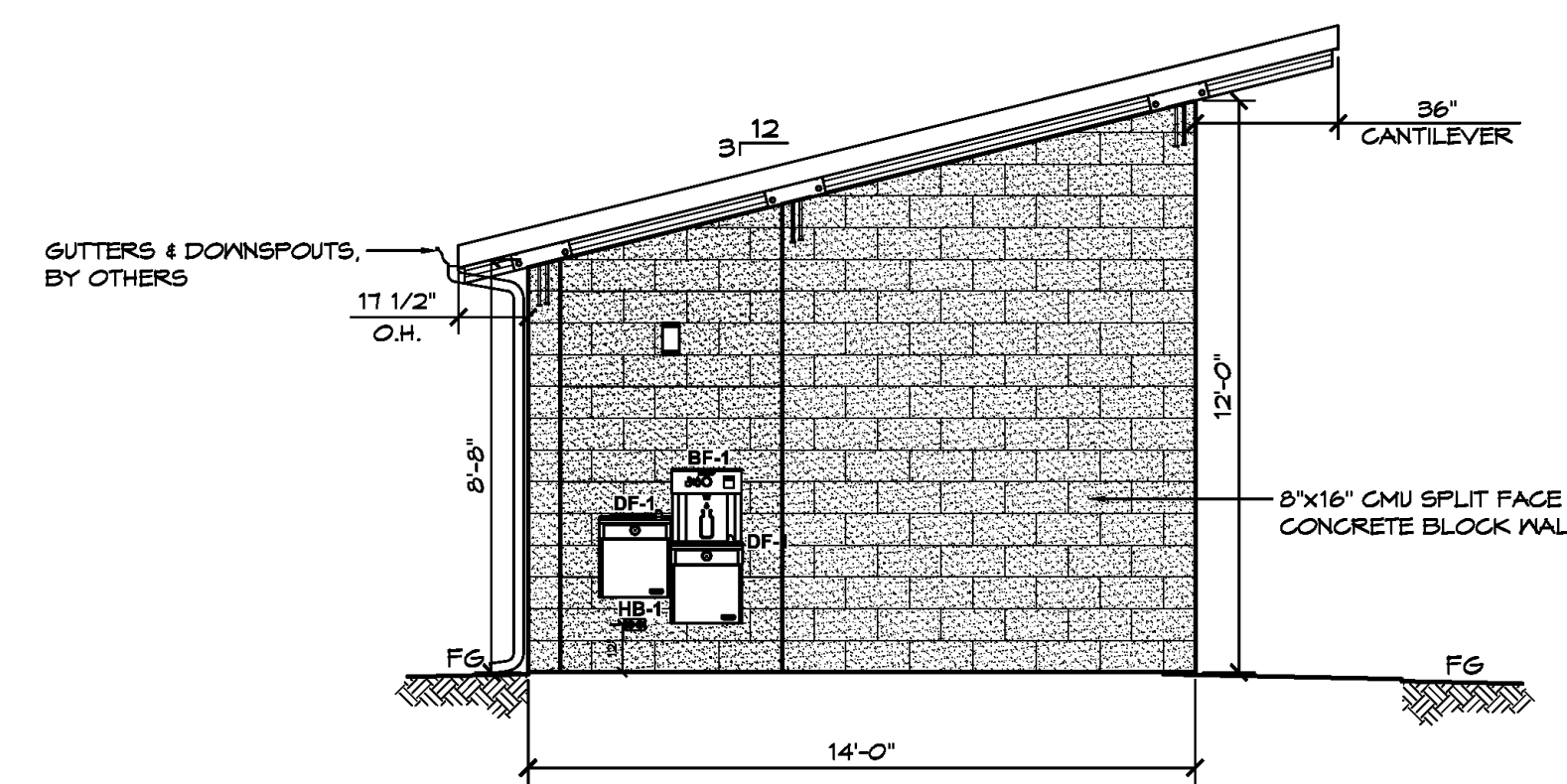


1 FLOOR PLAN
SCALE: 1/4" = 1'-0"



C ELEVATION VIEW
SCALE: 1/4" = 1'-0"

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE 'SCOPE OF SUPPLY AND SERVICES' LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



D ELEVATION VIEW
SCALE: 1/4" = 1'-0"

REV	DATE	BY	DESCRIPTION
1	01/28/2023	JRM	ROOF PITCH CHANGE TO 3/12, INCREASED LENGTH OF BUILDING BY 8'
2	1/28/2023	JRM	ADDED ALCOVE, CHANGED PARTIAL, UPDATED SCHEDULES

NOT FOR CONSTRUCTION

ROMTEC
18240 NORTH BANK ROAD
ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0803

PROJECT:
JENNINGS NATURE PARK
MARYSVILLE, WASHINGTON

SHEET TITLE:
FLOOR PLAN
ELEVATION VIEWS

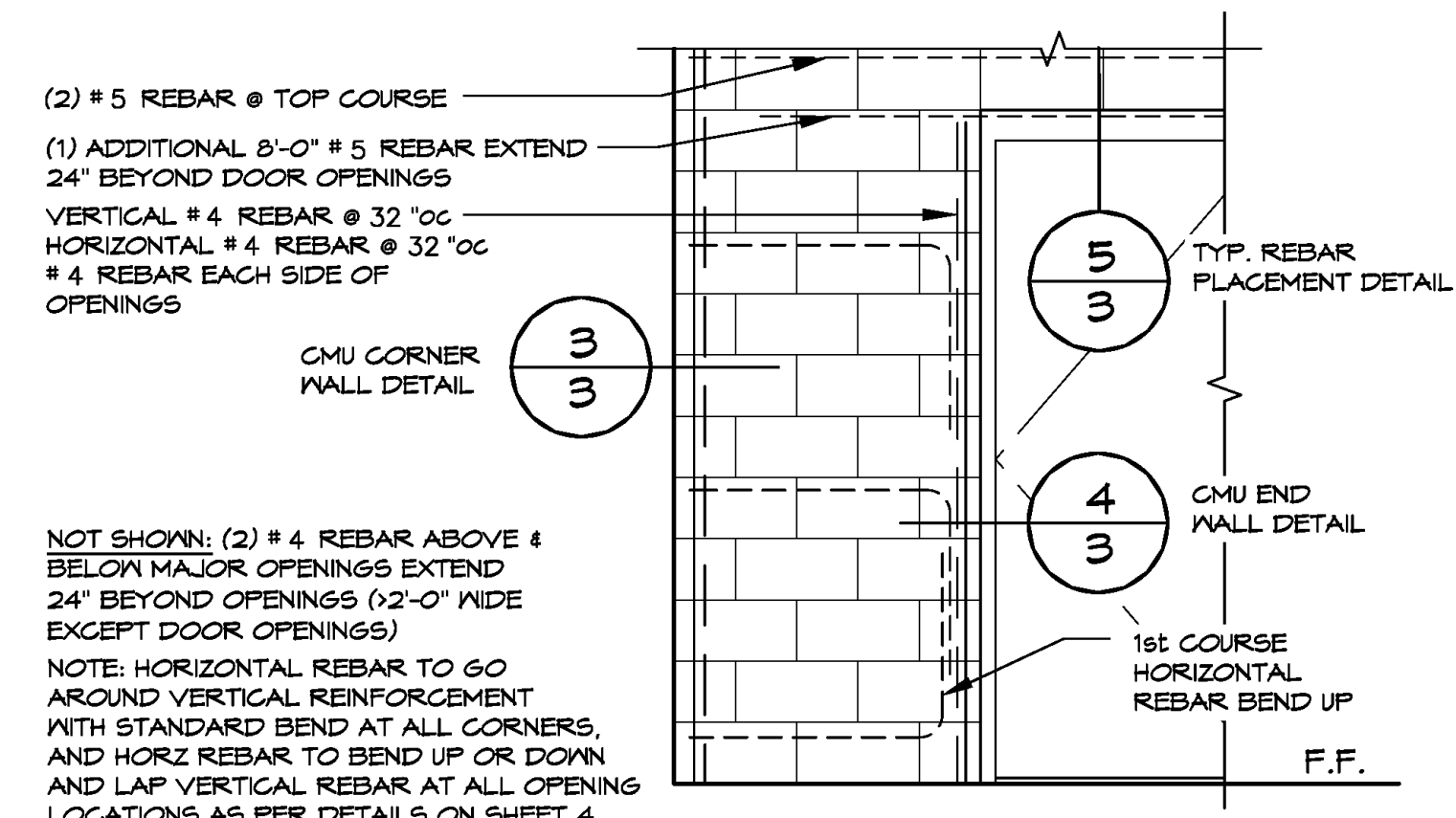
PROJECT I.D.#
2020

DATE
01/28/2023

DRAWN BY
JRM

SHEET NO.

2

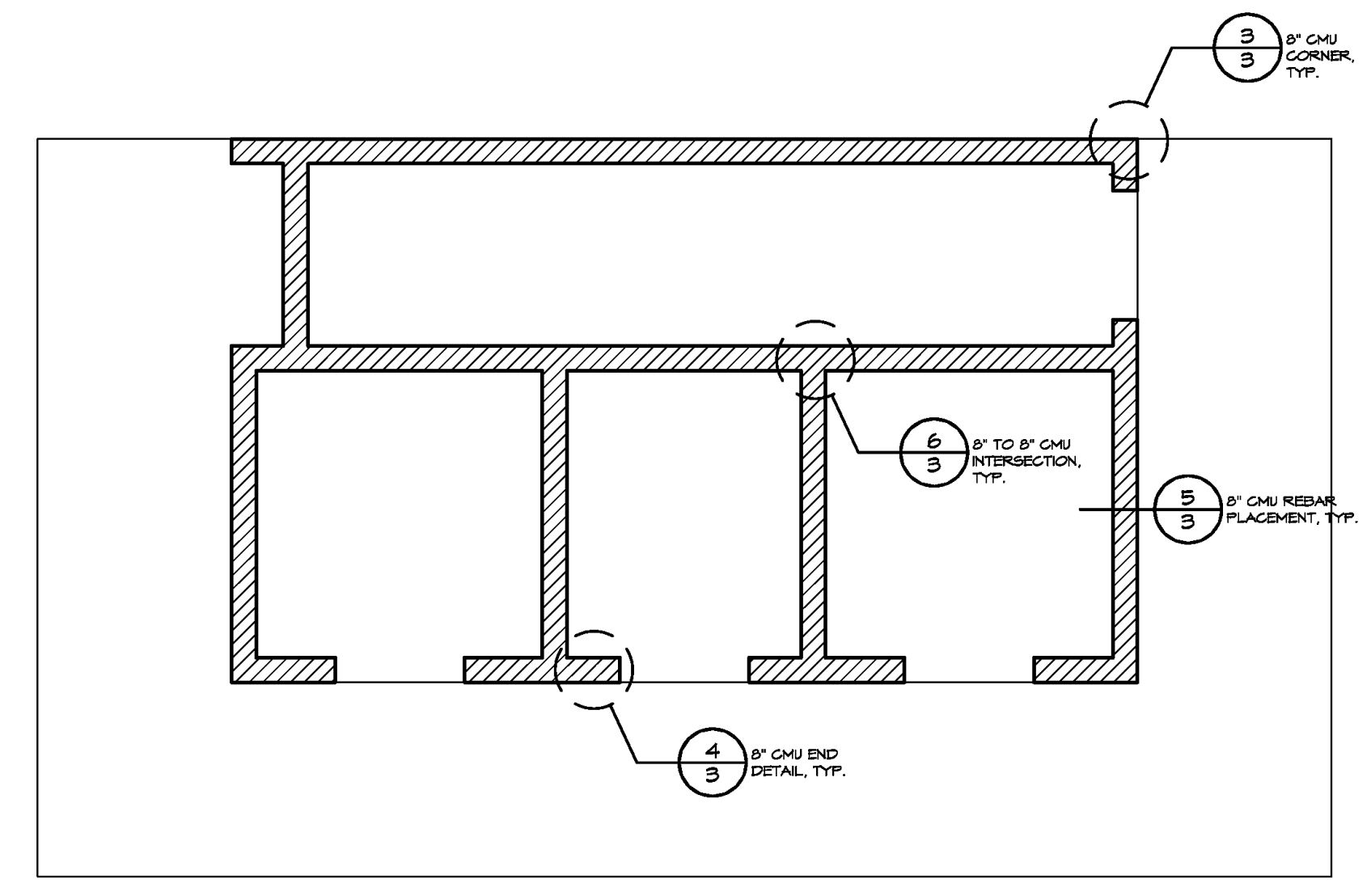


REBAR	MIN. LAP	BEND DIAMETER
#4	24"	3" MIN.
#5	30"	3-3/4" MIN.

CMU REBAR NOTES:
 - BENDS: MIN. INSIDE BEND DIAMETER SHALL BE NOT LESS THAN 6d AS PER TMS 402-16 SECTION 6.1.0.2
 - SPLICES: LAP SPLICES ARE PERMITTED AS PER TMS 402-16 SECTION 6.1.6.1.1

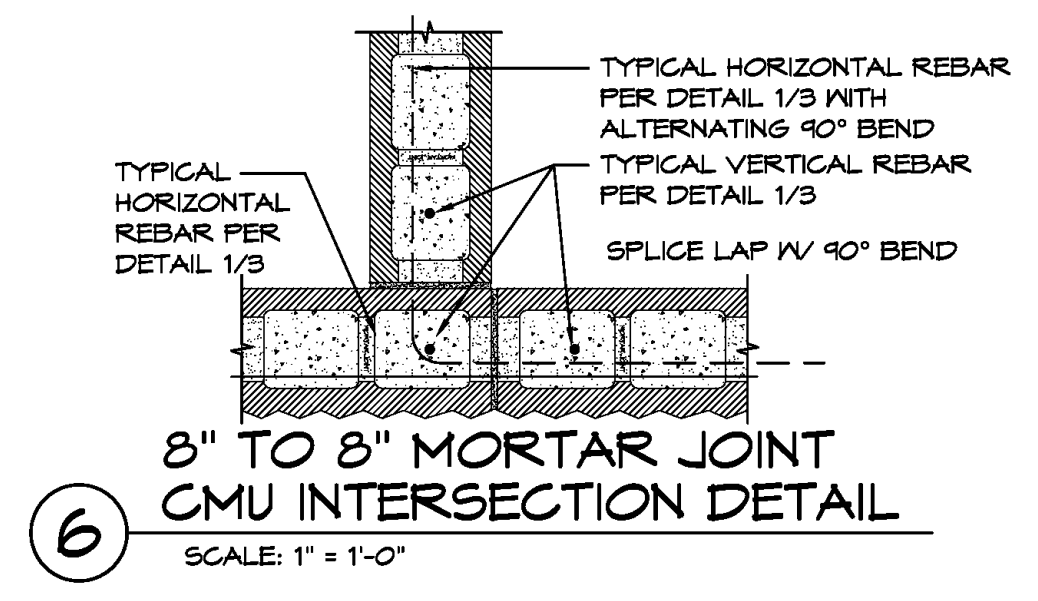
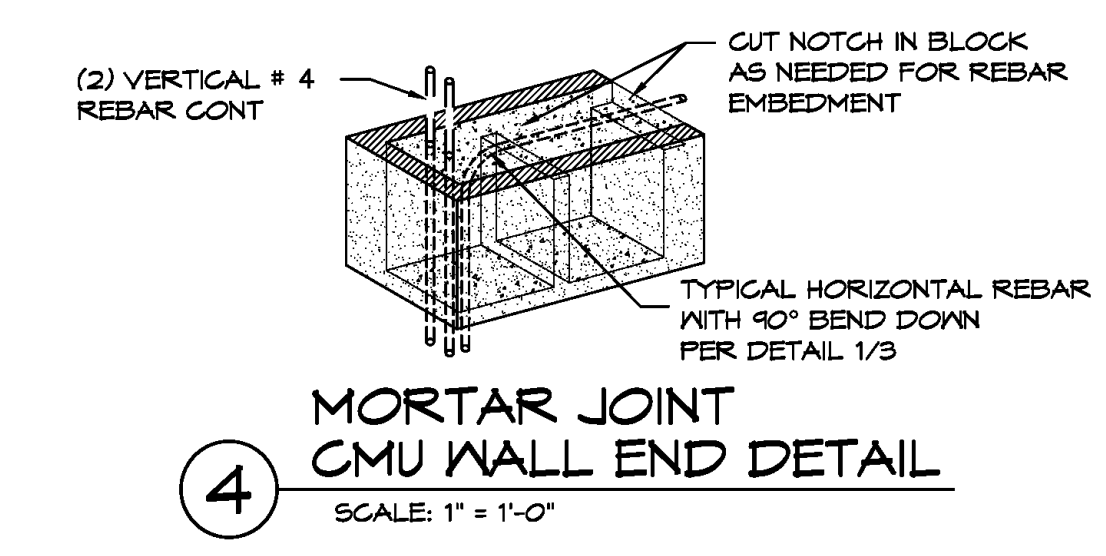
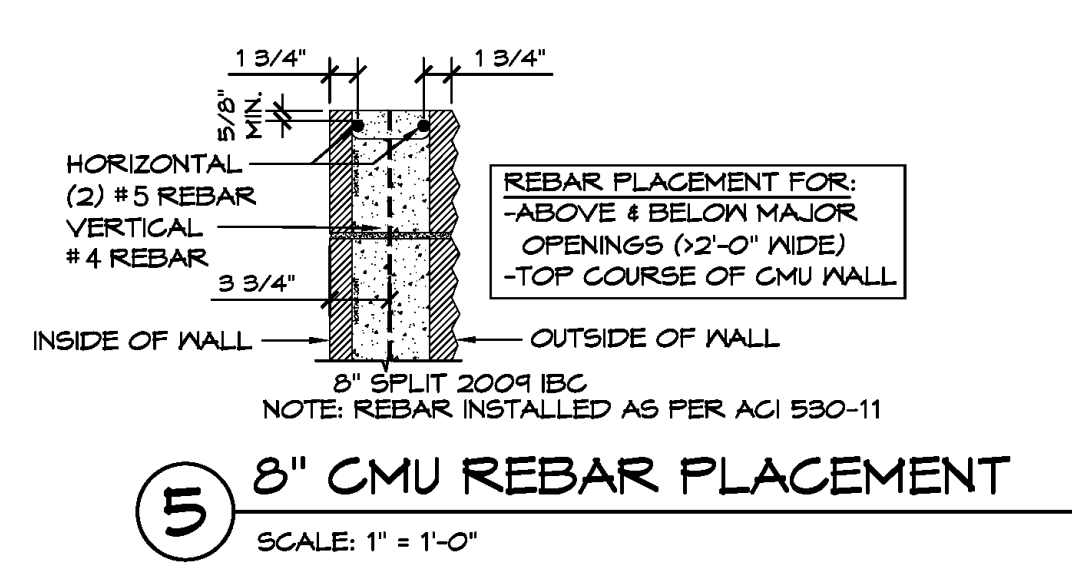
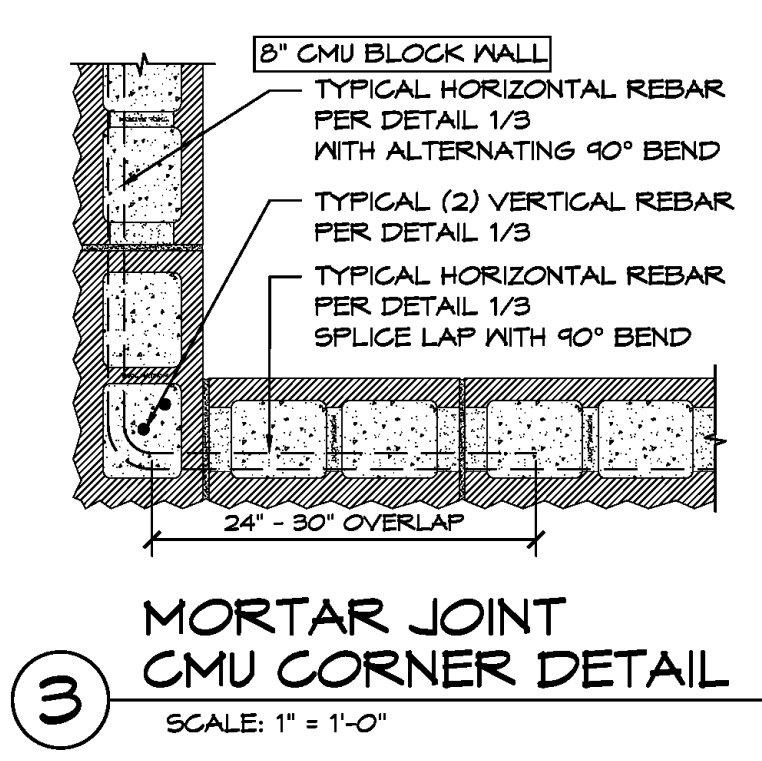
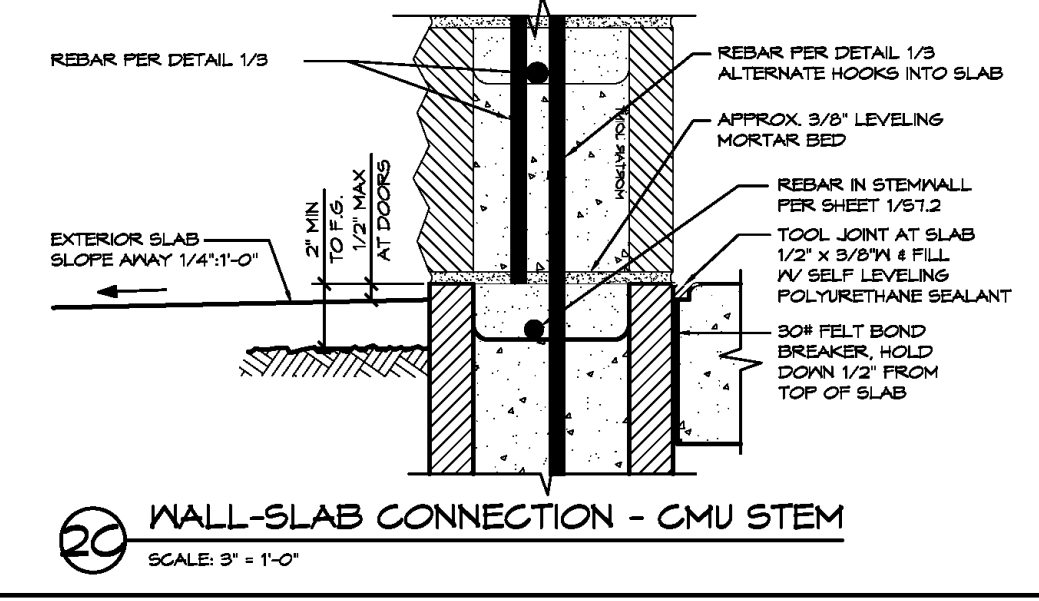
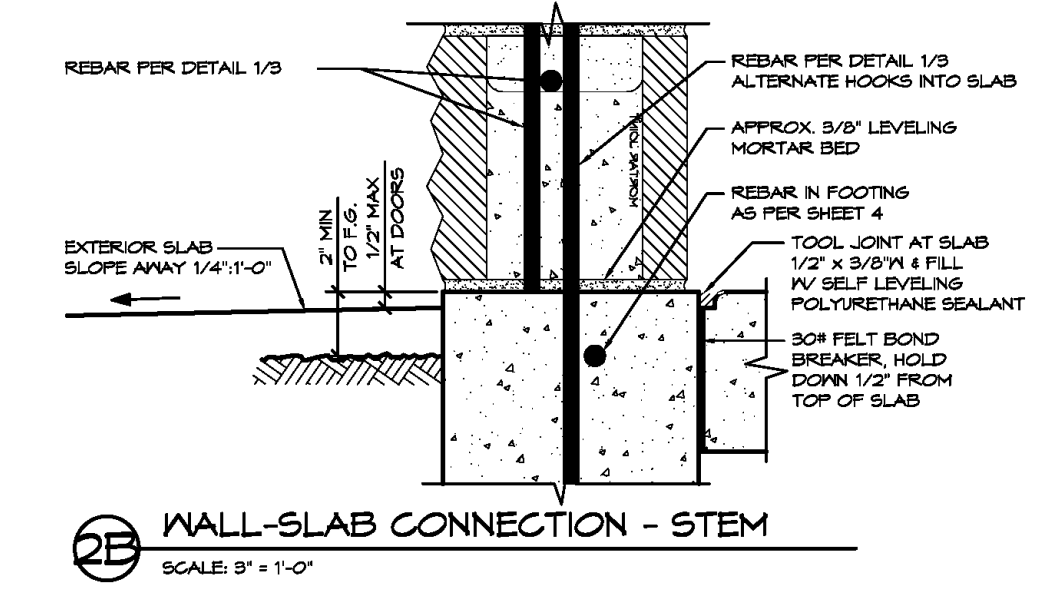
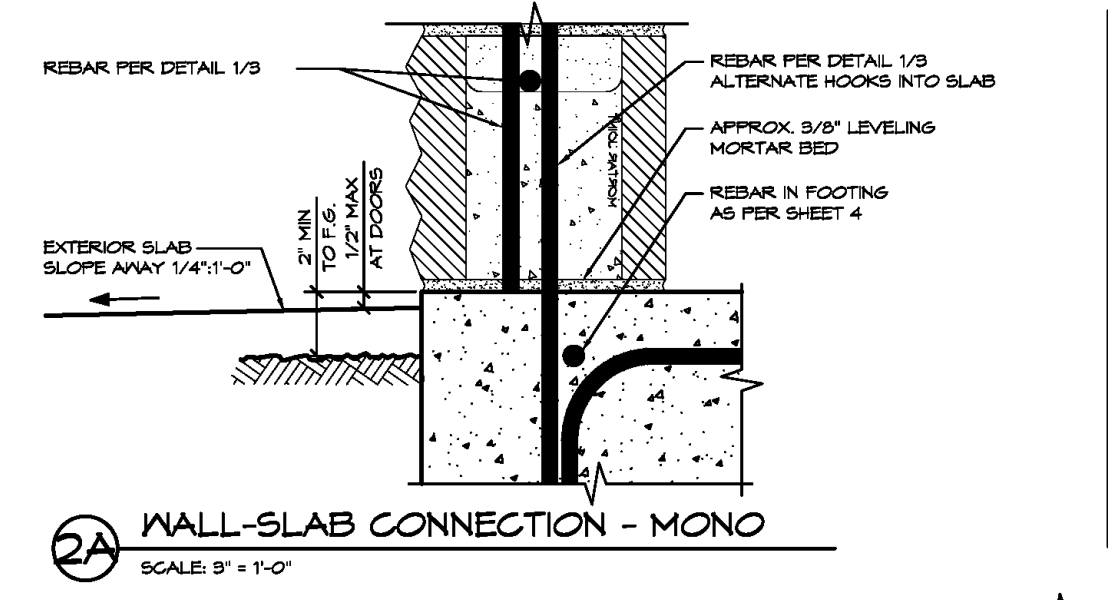
PIPES INSTALLED THROUGH CMU WALL NOTES:
 - SUPPLY: THE FIXTURE SUPPLY LINE SHOULD BE BORED A 1/2" LARGER THAN REQUIRED LINE SIZE AND THE PORTION OF PIPE LOCATED IN CMU WALL SHALL BE WRAPPED WITH 10MIL BLACK TAPE
 - WASTE PIPE: THE FIXTURE WASTE LINE SHOULD BE BORED A 1/2" LARGER THAN REQUIRED LINE SIZE.

1 CMU REBAR LAYOUT DETAIL
 SCALE: 1" = 1'-0"



A STRUCTURAL CMU PLAN
 SCALE: 1/4" = 1'-0"

EXTERIOR WALL CONNECTIONS - PER DETAIL 1/4



FOR BID PURPOSES ONLY © 2023 ROMTEC, INC. ALL RIGHTS RESERVED. THESE PLANS AND DRAWINGS MAY NOT BE REPRODUCED, ADAPTED OR FURTHER DISTRIBUTED, AND NO BUILDINGS MAY BE CONSTRUCTED FROM THESE PLANS, WITHOUT THE WRITTEN PERMISSION OF ROMTEC, INC.

REV	DATE	BY	DESCRIPTION
1	8/25/2020	JRM	ROOF PITCH CHANGE TO 3:12, INCREASED LENGTH OF BUILDING BY 8'
2	7/28/2023	JRM	ADDED ALLOWE, CHANGED FINISHES, UPDATED SCHEDULE

NOT FOR CONSTRUCTION

ROMTEC
 18240 NORTH BANK ROAD
 ROSEBURG, OR 97470
 (541) 496-3541 FAX (541) 496-0803

PROJECT: JENNINGS NATURE PARK
 MARYSVILLE, WASHINGTON
 SHEET TITLE: STRUCTURAL CMU PLAN & DETAILS

PROJECT ID# 2020
 DATE 07/28/2023
 DRAWN BY JRM
 SHEET NO.

3



18240 North Bank Rd.
 Roseburg, OR 97470
 P: 541-496-3541
 F: 541-496-0803
 E: service@romtec.com

Date

8/17/2023



Contract # 091721 RMT

PROPOSAL/PO #02620

Jennings Nature Park

Customer: City of Marysville
 Jesse Birchman
 501 Delta Avenue
 Marysville, WA 98270

Quantity	Building Proposal Description	Extended Price
1	Romtec Plumbed Restroom Design & Supply per Romtec Scope of Supply and Services Document Dated 6-29-23	\$ 155,602.01

Washington DES Master Contract DISCOUNT: Available only to members of Washington DES Master Contract.	5.00%	\$ (7,780.11)
ROMTEC INC. SUPPLY SUBTOTAL		\$ 147,821.90
Estimated Freight to: Marysville, WA		\$ 5,273.25
<i>Romtec Building Installation per Romtec Scope of Supply and Services Document Dated 6-29-23</i>		<i>\$ 151,078.77</i>
<i>Demolition</i>		<i>\$ 59,658.23</i>
<i>Payment and Performance Bond</i>		<i>\$ 7,276.64</i>
ESTIMATED TAX BASED ON RATE OF: 9.40%		\$ 34,884.23
ROMTEC INC. PURCHASE ORDER TOTAL		\$ 405,993.02

- *Due to recent market volatility and inflation rates, the proposal pricing is valid for thirty (30) days from the proposal date. If the Customer has not returned a signed Purchase Order within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.
- *This pricing is based on the understanding that Romtec, Inc. will be released for production within ninety (90) days. If, for any reason, Romtec, Inc. has not received Submittal Approval and Notice to Proceed with Production within ninety (90) days of the Purchase Order date, Romtec, Inc. reserves the right to update the Purchase Order price to reflect inflationary cost changes.
- *This proposal includes estimated sales or use tax based on the information available at the time of quoting. All sales are assumed subject to sales and use tax unless the customer provides Romtec with a resale certificate or proof of exemption. The applicable sales tax rate is 9.40%.
- *Romtec charges 2.75% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.
- *This proposal includes the design & engineering by Romtec Inc. to produce a complete plan set that will meet the architectural and engineering code required in your state. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.
- *All freight estimates listed above are F.O.B. Roseburg, OR. Freight prepaid and added. Delivery will be in accordance with a mutually agreed upon timeline as stated in the Romtec Inc. Notice to Proceed on Production document.
- *Non-Agency orders must be placed on Romtec Inc. purchase order forms.
- *Shipping prices are estimates only and are subject to change without notice.
- *Quote based on standard design averages, including: roof snowload of 25psf, IBC Seismic Design Category: C, Design Wind Speed: 115 MPH, Allowable Soil Bearing: 1500 psf, Occupancy Type: U, Construction: VB.

*Unless included with this quote, a payment schedule and terms will be established after the signed Purchase Order is received. Romtec Inc. generally requires a deposit payment upon receipt of the signed Submittal Approval & Notice to Proceed on Production document. Any deposit amount will be defined with the forthcoming payment schedule.

*Design Services include Romtec providing one(1) initial unsealed plan set on 11x17 format and one (1) sealed revision in response to reviewing authority comments (excluding Romtec Trads and Originals; Romtec Trads and Originals do not include sealed plans. Sealing of plans for Trads and Original models is only available upon request and may result in additional fees). In any additional revisions, if sealing or changing in plan set size are requested or required, an additional design service will be charged.

*The pricing defined in this proposal is contingent upon the customer signing this form and agreeing to the Romtec terms and conditions defined in this proposal. Any modifications to the terms and conditions defined herein may result in a price increase.

*Romtec's standard insurance coverage document is available upon request. Unless otherwise specifically noted herein, Romtec's standard insurance coverage is accepted by Customer and considered sufficient coverage for all work related to this purchase order. Customer agrees to pay any costs related to additional insurance requirements not specifically noted in this order.

***The above prices, Terms & Conditions are satisfactory and are hereby accepted. Romtec Inc. is authorized to begin work on the Scope of Supply and Design Submittal document, which the customer will review prior to approval and Notice to Proceed on Production. Additionally, the customer will complete and return the Customer & Project Information request as expeditiously as possible so that payment terms, and bonding requirements (if applicable) can be established. The customer understands that by accepting this proposal they are issuing a Purchase Order for the project detailed above, but that production will not begin and delivery or installation dates cannot be established until the customer has granted design approval and notice to proceed on production.**

Customer/Owner Authorized Signature

Date

Romtec Inc. Authorized Signature

Date

Customer/Owner Printed Name

Romtec Inc. Printed Name

Customer/Owner Company



Proposal Terms & Conditions

Romtec, Inc. (ROMTEC) will provide the scope of supply as listed on the purchase order related hereto in accordance with the following terms and conditions:

Terms of Payment

Romtec offers terms upon approved payment bond and credit approval by Romtec's accounting department (to be determined at the time the Purchase Order is finalized and executed). Payments may be by check or wire transfer, Visa, MasterCard, Discover or American Express (a separate fee will be charged for payments exceeding \$20,000 made by credit card and for all COD deliveries). Romtec may agree to accept COD payment by bank certified funds or cashier's check if a carrier selected by Romtec ships materials.

Credit Terms

Upon execution of the Purchase Order agreement, if Customer is not pre-paying 100% of the contract value, Customer shall provide a completed credit application (subject to Romtec's approval) and, if applicable, evidence of payment bond securing Customer's obligation to pay the balance of the purchase price in full. Credit terms are conditional and may be modified subsequently at Romtec's discretion if new information or conditions warrant such modification.

Payment Terms

To be established by Romtec's accounting department after receipt of Customer's credit application.

Deviation From Payment

Time is of the essence with respect to Customer's payment of the purchase price, and timely payment shall not be delayed or excused for any reason. Payment agreement between Customer and other parties, or failure by other parties to pay Customer or perform any agreement with Customer shall not result in delay of payment to ROMTEC. ROMTEC does not accept partial payments, any offsets, and/or retainage against the Purchase Order price. Should Customer not act according to the terms of payment for any reason, the terms granted will be revoked and any remaining goods or services not yet delivered are subject to pre-payment terms whereby payment, in full, is due 10 days prior to delivery. Any amounts not paid when due shall bear interest at the rate of 15 percent per annum or the highest lawful rate applicable, if such rate is less than 15 percent, from the date payment was due. For accounts that are 15 days or more past due, ROMTEC will withhold all warranty service until the account is fully paid and in good standing. This does not in any way toll the warranty period.

Tax

Unless otherwise indicated on the ROMTEC quote or purchase order, any sales, use, consumption, value added or other goods/services based tax imposed by a state; county/local or other agency with jurisdictional authority is excluded from this order. Customer is responsible for remitting any taxes that are applicable.

Change Orders

All Change Orders must be signed by the Customer. Prices stated herein are valid for 30 days from the purchase order date, or two weeks from the purchase order date if unsigned, at which time ROMTEC may adjust its price if cost factors warrant. A change order will apply (charges will vary depending on the circumstances) for the following design/engineering events: (i) incurred costs related to ROMTEC making more than two revisions of plan documents in response to review comments, (ii) incurred costs of "resealing" plan documents, and (iii) incurred costs of changing plan set sizing from the standard 11" x 17" format. Additionally, any modifications (for any reason) to ROMTEC's Scope of Supply & Design Submittal, prior to formal approval, may result in a price adjustment. Any modification to ROMTEC's Scope of Supply & Design Submittal requested or required by Customer for any reason after formal submittal approval shall be performed by ROMTEC at Customer's expense, as follows: (i) Customer shall submit a written description of the modifications to ROMTEC; (ii) within 14 days of receipt of Customer's description, ROMTEC shall provide to Customer a written price quote for the modifications requested; (iii) Customer shall pay the Change Order Invoice to ROMTEC in accordance with payment terms.

Delay of Project

Should progress of the project be delayed so that ROMTEC cannot produce and deliver the goods within six months from the date the purchase order is signed, Customer agrees to reimburse ROMTEC for all design and administrative expenses related to the completion of the Scope of Supply & Design Submittal as compensation for design services rendered. Customer also agrees to immediately pay any expenses related to any Customer authorized procurement or production of items. Additionally, Customer agrees to accept cost increases that may occur during the time the project is delayed.

Terms of Delivery

ROMTEC will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the Customer by reason of such delay, when such delay is beyond ROMTEC's control. Romtec is liable for delivery delays or for risk of loss or damage only while goods are in Romtec's possession. Unless otherwise stated herein, all goods are shipped FOB Roseburg, Oregon (FCA Roseburg, Oregon, for international orders). If goods are at any time shipped by, delivered to, or in the possession of others, the following delivery and handling terms apply:

- (1) All ROMTEC materials, whether palletized or separated from a pallet, must be handled per the instructions detailed in the ROMTEC Scope of Supply & Design Submittal with respect to the specified model of ROMTEC restroom facility or component.
- (2) All material received from, but not manufactured by ROMTEC must be handled per the specific handling instructions of the manufacturer of the material.
- (3) PROPER HANDLING EQUIPMENT, ITS SUPPLY AND OPERATION ARE STRICTLY THE RESPONSIBILITY OF THE CUSTOMER.

Description of Products and Warranty

ROMTEC's Scope of Supply & Design Submittal document (provided subsequent to this order) contains and defines ROMTEC's complete offering of its products and services (as applicable). The Scope of Supply & Design Submittal also defines ROMTEC's Limited One Year Warranty. Warranty terms available prior to the submission of the Scope of Supply & Design Submittal upon request.

Terms of Shipment & Delivery

Unless otherwise specified on the purchase order, ROMTEC may ship goods pursuant to an order at any time after the goods are completed and ready for shipment. Further, unless payment has been made in advance, if a carrier holding a ROMTEC shipment ordered by a Customer is ready to deliver the goods to the Customer, the Customer agrees to accept the goods at the carrier's earliest possible delivery date and time.

Store & Invoice

If Customer delays shipment, regardless of the reason for delay, ROMTEC is permitted to invoice and the Customer agrees to pay ROMTEC under the agreed payment terms, using the date the order was ready for shipment as the invoice date (if prepayment or COD terms apply, payment is due within 7 days from the time of delay). Once the order is invoiced, the materials shall become property of the Customer. Further, ROMTEC may at its sole discretion invoice the Customer for a minimum of \$450 per month for on-site storage. Deliveries that are delayed by the Customer may be canceled by ROMTEC and the goods returned to ROMTEC at ROMTEC's discretion. Any costs or other issues arising from the Customer's act in delaying receipt of ROMTEC's shipments are the complete responsibility of the Customer. The Customer agrees to pay for the complete shipping cost if ROMTEC elects to allow the goods to be returned to ROMTEC or delivered to another Buyer.

Cancellation

Mutual acceptance of the purchase order indicates notice for ROMTEC to proceed with the provision of design services required in completing its Scope of Supply & Design Submittal. Should Customer cancel its purchase order prior, the following fee schedule will take effect:

1. Cancellation after Purchase Order but prior to Submittal Approval: 30% of total contract value due
2. Cancellation after Purchase Order and Submittal Approval but prior to Notice to Proceed on Production: 75% of total contract value due
3. Cancellation after Purchase Order, Submittal Approval, AND Notice to Proceed on Production: 100% of total contract value due

In addition, Customer shall reimburse all expenses related to any Customer authorized procurement or production of items prior to approval of the Scope of Supply & Design Submittal. ROMTEC requires that Customer indicate approval of its supply offering by executing the approval signature page of the Scope of Supply & Design Submittal document and/or a formal Notice to Proceed on Production. Upon granting ROMTEC approval of its Scope of Supply Design Submittal and Notice to Proceed on Production of the building kit package(s), the Customer is waiving any rights to cancel its purchase order. ROMTEC does not accept returns or exchanges.

Contract Documents

Together with this Purchase Order, the following constitute the "Contract Documents" and the entire contract between the parties, either written or oral: (i) ROMTEC's Scope of Supply & Design Submittal, and (ii) Change Order form (if applicable).

Legal Proceedings

If Customer fails to pay any amount when due, and ROMTEC incurs any expenses in pursuit of collection, Customer agrees to pay the reasonable attorney fees and other costs of such collection, regardless of whether litigation is actually commenced.

In any dispute involving the interpretation or enforcement of this agreement or involving issues related to bankruptcy (whether or not such issues relate to the terms of this agreement), the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs, disbursements, and other expenses incurred by the prevailing party in the dispute, including those arising before and during any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.

This agreement shall be interpreted and enforced according to the laws of the state of Oregon. The parties irrevocably submit and consent to the jurisdiction of the circuit courts of the State of Oregon for Douglas County with respect to litigation regarding any dispute, claim or other matter related to this contract.

Controlling Provisions

The terms and conditions of this Purchase Order shall supersede and control any provisions, terms, and conditions contained on any confirmation order, Purchase Order, or other writing the Customer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

Binding Effect

This Purchase Order agreement shall be effective and in force only when signed by Customer and also signed by ROMTEC. ROMTEC must consent to any assignment of this Purchase Order agreement in writing. Subject to any restrictions upon assignment, this Purchase Order agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

Notice

All notices required by this Purchase Order agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth in this Purchase Order agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

Modification

No modification of this Purchase Order agreement shall be valid unless it is in writing and is signed by all of the parties.

Interpretation

The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. All parties agree that they have had sufficient opportunity to negotiate these terms and have them reviewed by their counsel of choice. The parties agree that no legal interpretation of these terms should be construed against the drafting party.

Severability

The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.

Waiver

Waiver of any party of strict performance of any provision of this Purchase Order agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

Force Majeure

Neither party will be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss, or damage results from any contingency that is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement includes Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, pandemic or other public health emergency, quarantine restrictions, embargoes, strikes, other labor disturbances or down time, unavailability of electronic communication lines or equipment, and compliance with any law, order or control of, or insistence by any governmental or military authority.

Counterparts

This Purchase Order agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.

EXHIBIT B

1-08.9(1) – Value of Liquidated Damages

(November 23, 2022 Marysville SP)

Section 1-08.9 of the most recent version of the Standard Specifications for Road, Bridge, and Municipal Construction published by the Washington State Department of Transportation is supplemented with the following.

The value of any liquidated damages is calculated according to the following formula.

$$LD = \frac{0.10 \times C}{T}$$

Where:

- LD = liquidated damages per working day (rounded to the nearest dollar)
- C = original Contract amount
- T = original time for Physical Completion



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Emergency Preparedness Manager Sarah Lavelle, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: D23-202 Public Assistance Grant Agreement

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Public Assistance Grant Agreement with the Washington Military Department.

SUMMARY: This agreement allows for reimbursement of costs and damages related to the November 3-8, 2022 severe storms and straight-line winds through the Federal Emergency Management Agency (FEMA) Public Assistance program and Washington Military Department. The Federal government will reimburse 75% of eligible costs. Associated documents include signature authorization and a letter to designate an applicator and alternate agent to manage the Public Assistance process for this disaster.

ATTACHMENTS:
D23-202 - City of Marysville Grant Agreement.pdf
D23-202 City of Marysville Signature Authorization.pdf
D23-202 Designation Letter.pdf

**Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

1. SUBRECIPIENT Name and Address: City of Marysville 501 Delta Avenue Marysville, WA 98270		2. Grant Agreement Amount: To be determined, based upon approved project worksheets		3. Grant Number: D23-202	
4. SUBRECIPIENT, phone/email: (360)363-8096/slavelle@marysvillewa.gov		5. Grant Agreement Start Date: November 3, 2022		6. Grant Agreement End Date: January 12, 2027	
7. DEPARTMENT Program Manager, phone/email: Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov		8. Unique Entity Identifier (UEI) : KENDBGSMVPQ7		9. UBI # (state revenue): 314-000-001	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: FEMA-4682-DR-WA		12. Program Index # 734AC (Federal) / 732AE (State) / 734AD (Admin)	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.036, Public Assistance		14. Federal EIN #: SWV0000432-00
15. Total Federal Award Amount: N/A			16. Federal Award Date: N/A		
17. Service Districts: (BY LEGISLATIVE DISTRICT): 38, 39, 44th (BY CONGRESSIONAL DISTRICT): 2th		18. Service Area by County(ies): Snohomish		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			23. Contractor Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-4682-DR-WA Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides. To provide funds to the SUBRECIPIENT for emergency work and the repair or replacement of disaster-damaged facilities, as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4682-DR-WA Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated January 12, 2023 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable Federal and State Statutes and Regulations		5. Special Terms and Conditions		6. General Terms and Conditions, and,	
2. DHS Standard Terms and Conditions		3. Presidential Declaration, FEMA State Agreement, and other Documents		7. Other provisions of the contract incorporated by reference.	
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____ Stacey McClain, Governor's Authorized Representative Washington State Military Department			Signature _____ Date _____ print or type name: <u>Jon Nehring</u>		
APPROVED AS TO FORM: Dierk Meierbachtol (signature on file) 6/9/2022 Assistant Attorney General			APPROVED AS TO FORM: SUBRECIPIENT's Attorney _____ Date _____		

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Sarah LaVelle	Name	Gerard Urbas
Title	Emergency Preparedness Manager	Title	Deputy State Coordinating Officer Public Assistance
E-Mail	slavelle@marysvillewa.gov	E-Mail	<u>gary.urbas@mil.wa.gov</u>
Phone	360-363-8096	Phone	(253) 512-7402

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the “FEMA State Agreement” published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated January 12, 2023 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated January 12, 2023.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4682-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning November 3 to November 8, 2022. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The subrecipient may keep interest amounts up to \$100 per year for administrative expenses.

STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT:

1. FUNDING

The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4682-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than **75** percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4682-DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of donated resources (non-cash contributions of property or services) related to eligible Emergency Work to offset the non-Federal cost share of its eligible Emergency Work project worksheets – categories A and B, and for the value of donated resources related to eligible work on a Permanent Work project to offset the non-Federal cost share of that specific Permanent Work project worksheet for which the resources were donated – categories C through G. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets or specific permanent work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources is calculated as described in Public Assistance Program and Policy Guide V.4 (PAPPG), and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

- a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated January 12, 2023 (**Attachment 4**) procedures as follows:

- a. **Small Project Payments:** Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- b. **Progress Payments:** Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. **Improved Projects:** Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. **Final Payment:** Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount obligated for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4682-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. _____, Accounting Fund No. _____.
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTs shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- o. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming federal PA Management Costs: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project must be supported by documentation to substantiate the eligibility of management activities and associated costs that has been prepared and assembled in accordance with PA Management Costs Interim Policy – Standard Operating Procedures prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the subrecipient for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment, the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after

the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44 CFR 206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

8. SUBRECIPIENT MONITORING:

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
 - v. observation and documentation of Agreement related activities;
 - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.208. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
 - ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.

- iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
 - iv. Withhold further federal awards for the project or program.
 - v. Take any other remedies that may be legally available.
- f. The DEPARTMENT agrees to:
- i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
 - ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
 - iii. Submit the SUBRECIPIENT's funding package to FEMA.
 - iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
 - v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
 - vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

i. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

A. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated January 12, 2023 (**Attachment 4**).

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"DEPARTMENT"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- b. **"SUBRECIPIENT"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. **"Monitoring Activities"** means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- c. **"Project"** means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- d. **"Investment Justification"** means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA may process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.

Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUBRECIPIENT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated January 12, 2023 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to:

nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part

60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
10. Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. Notice of Federal awarding agency requirements and regulations pertaining to reporting.
12. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
13. Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
14. Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.
15. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
16. Pursuant to Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects," the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water and power. Such preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.
17. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.
18. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior

written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law, or court order.

A.13 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70A.305.020.

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT’s Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a “Termination for Cause” without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under “Amendments and Modifications” to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT’s performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys’ fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT. The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided; however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local

government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

SUBRECIPIENTS that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes and audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

Contracts.Office@mil.wa.gov

Subject: Subrecipient Name, Single Audit and Corrective Action Plan

OR

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right

or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENTs Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBRECIPIENT an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET				O.M.B. No. 1660-0017	
PAPERWORK BURDEN DISCLOSURE NOTICE Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. NOTE: Do not send your completed form to this address.					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
F ____ - R ____					
DAMAGED FACILITY				WORK COMPLETE AS OF:	
				_____ : _____ %	
SUBRECIPIENT			COUNTY		
LOCATION				LATITUDE	LONGITUDE
DAMAGE DESCRIPTION AND DIMENSIONS					
SCOPE OF WORK					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input type="checkbox"/> No Special Considerations issues included? <input type="checkbox"/> Yes <input type="checkbox"/> No Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No					
PROJECT COST					
I T	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				TOTAL COST	
PREPARED BY		TITLE	SIGNATURE		
SUBRECIPIENT REP.		TITLE	SIGNATURE		

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION City of Marysville	DATE SUBMITTED 9/11/2023
PROJECT DESCRIPTION 4682-DR-WA	CONTRACT NUMBER D23-202

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Jon Nehring	Mayor

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Jon Nehring	Mayor

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Sarah LaVelle	Emergency Prep. Manager
	Gloria Hirashima	Chief Administrative Officer



MARYSVILLE
MAYOR JON NEHRING

September 11, 2023

Mr. Gerard Urbas
Washington Military Department
Public Assistance Program
MS: TA-20 Building 20-B
Camp Murray, WA 98430-5122

Re: Designated Applicant Agent

Dear Mr. Urbas:

The purpose of this letter is to designate the Applicant Agent and Alternate authorized representatives for

Disaster: 4682-DR-WA Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides

Applicant: City of Marysville
Applicant Agent: Sarah LaVelle
Alternate Applicant Agent: Gloria Hirashima

The purpose of this designation as the authorized representatives is to obtain federal and/or State Emergency or Major Disaster Assistance funds. These representatives are authorized to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Sincerely,

Jon Nehring
Mayor

(360) 363-8000

Civic Center
501 Delta Ave
Marysville, WA 98270



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Confidential Administrative Assistant Margaret Vanderwalker, Police

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Data Sharing Agreement with Snohomish County 911

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Data Sharing Agreement between Snohomish County 911 and the Marysville Police Department.

SUMMARY: The purpose of the agreement is to provide the requirements and authorization for SNO911 to exchange confidential information with Marysville Police Department to ensure compliance with legal requirements.

ATTACHMENTS:
SNO911 Data Sharing Agreement.docx

DATA SHARING AGREEMENT

Between

Snohomish County 911

and

This Data Sharing Agreement ("**DSA**") is entered into between Snohomish County 911 ("**SNO911**") and _____ ("**Agency**"). on this _____ day of _____, _____.

Data Provider: Snohomish County 911

Contact Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

Entity Receiving Data: _____

Contact Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

1. BACKGROUND

SNO911 hosts various shared systems accessed by the entire Snohomish County Public Safety agencies. These systems contain all category data especially category 3 and category 4 data that must be protected. The agreement below applies to shared systems, including but not limited to Computer-Aided Dispatch (CAD), Records Management Systems (RMS), Corrections, Patient Care Reporting, data reporting & analytics, and other systems.

2. PURPOSE OF THE DSA

The purpose of the DSA is to provide the requirements and authorization for SNO911 to exchange confidential information with the Agency to ensure compliance with legal requirements pursuant to RCW 39.34.240 and to maintain sharing of data as allowed by and

subject to any limitations in Chapter 42.56 RCW or other applicable state or federal law in the handling of information considered confidential.

3. DEFINITIONS

“Agreement” means this Data Sharing Agreement, including all documents attached or incorporated by reference.

“Authorized User” means an individual or individuals with an authorized business need to access Confidential Information under this DSA.

“Confidential Information” means category three or higher data as defined in policy established in accordance with RCW 43.105.054 and information allowed to be kept from public disclosure under RCW 39 chapter 42.56 RCW or as elsewhere provided by state or federal law.

“Data Access” refers to rights granted to the Agency employees to receive confidential SNO911 data or to directly connect to SNO911 systems, networks and/or applications combined with required information needed to implement these rights.

“Data” means the information that is disclosed or exchanged as described by this DSA. For purposes of this DSA, Data means the same as “Confidential Information.”

“Data Transmission” refers to the methods and technologies to be used to share data or to move a copy of the data between systems, networks and/or employee workstations.

“Data Storage” refers to the place data is in when at rest. Data can be stored on removable or portable media devices that is provided by the Agency such as a USB drive or SNO911 managed systems.

“Data Encryption” refers to enciphering data with an approved algorithm or cryptographic module. Encryption must be applied in such a manner that it renders data unusable to anyone but the authorized Agency user.

“DSA” means this Data Share Agreement.

“RCW” means the Revised Code of Washington. All references in this DSA to RCW chapters or sections will include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

“Receiving Party” means the party who is the recipient of Data.

“Regulation” means any federal, state, or local regulation, rule, or ordinance.

“Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

“Subcontract” means any separate agreement or contract between a Receiving Party and an individual or entity (“Subcontractor”) to perform any duties that give rise to a business requirement to access the Data that is the subject of this DSA.

“Subcontractor” means a person or entity that is not in the employment of the Receiving Party, who is performing services or any duties that give rise to a business requirement to access the Data that is the subject of this DSA.

4. PERIOD OF AGREEMENT*

This DSA shall begin on its effective date and end when **[the Agency ceases to be a SNO911 member agency] OR [the subscribing Agency’s agreement with SNO911 terminates]**, unless terminated sooner by the parties’ mutual written decision.

5. JUSTIFICATION FOR DATA SHARING

The Agency operates critical public safety services for its jurisdiction. SNO911, as the operator for the Snohomish County 911 service, carefully coordinates its public safety services with the Agency. In the course of providing, monitoring, and assessing its provision of those services, each party needs access to data, including confidential records, during the course of its operations.

6. DATA CLASSIFICATION

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer (OCIO) and included in OCIO Standard No. 141.10.

The Data that is the subject of this DSA is classified as indicated below:

- **Category 1 – Public Information**
Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

- **Category 2 – Sensitive Information**
Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

- **Category 3 – Confidential Information**
Confidential information is information that is specifically protected from release or disclosure by law. It may include but is not limited to:
 - a. Personal Information about individuals, regardless of how that information is obtained
 - b. Information concerning employee personnel records
 - c. Information regarding IT infrastructure and security of computer and telecommunications systems;

- **Category 4 – Confidential Information Requiring Special Handling**

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions

7. DESCRIPTION OF DATA TO BE SHARED

The data to be shared includes information and data related to operations and compliance with contractual, state, and federal programs, security of computer systems, and performance data.

8. DATA ACCESS

SNO911 may provide the Agency direct, read-only access into select internal systems. SNO911 will provide system access only in support of demonstrated need for the providing, monitoring, and assessment of Agency's public safety services. Agency agrees to notify SNO911 when access is no longer needed.

9. DATA TRANSMISSION

Transmission of data between SNO911 and the Agency will use a secure method that is commensurate to the sensitivity of the data being transmitted.

10. DATA STORAGE AND HANDLING REQUIREMENTS

All confidential data provided by SNO911 will be stored with access limited to the least number of Agency staff needed to complete the purpose of this DSA.

11. CONSTRAINTS ON USE OF DATA

Agency will strictly limit use of information obtained under this DSA to the purpose of carrying out its public safety obligations. Any disclosure of Data contrary to this DSA is unauthorized and is subject to penalties identified in law.

12. SECURITY OF DATA

Agency will protect and maintain all Confidential Information gained by reason of this DSA against unauthorized use, access, disclosure, or loss. Agency will comply with industry standard practices and policies for data security and access controls to ensure the confidentiality, and integrity of all data shared. This includes restricting access to the Confidential Information by:

- a. Allowing access only to staff that have an authorized business requirement to view the Confidential Information. Such staff must be properly trained in security awareness.
- b. Physically securing any computers, documents, or other media containing the Confidential Information.

- c. Agency shall promptly report all data breaches or other security incident involving the shared data to SNO911's Data Compliance Officer within (1) business day of the discovery. Such reports shall include all relevant details of the security incident, including the scope, impact, and remediation efforts.

13. DATA INFORMATION DISPOSAL

Under this DSA, the Agency must take on the responsibilities to take all reasonable steps to destroy or arrange for the destruction of data obtained by this DSA in accordance with Washington State Law.

14. NON-DISCLOSURE OF DATA

Agency must ensure that all employees or Subcontractor(s) who will have access to the Data described in this DSA (including both employees who will use the Data and IT support staff) are instructed and made aware of the use restrictions and protection requirements of this DSA before gaining access to the Data identified herein. The Receiving Party will also instruct and make any new employee aware of the use restrictions and protection requirements of this DSA before they gain access to the Data.

15. OVERSIGHT

SNO911 reserves the right, at any time, to monitor, audit, and review activities and methods used to implement this DSA to assure compliance.

16. NON-WAIVER OF OBLIGATIONS

If this DSA is terminated for any reason, once data is accessed by the Agency, this DSA is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties. This provision will survive the termination or expiration of this DSA.

17. RESPONSIBILITY

Each Party to this DSA will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this DSA. No Party will be considered the agent of another Party and no Party assumes any responsibility to another Party for the consequences of any act or omission of any person, firm, or corporation not a party to this DSA. Agency agrees to comply with all applicable state security and privacy requirements associated with the data being shared.

18. SEVERABILITY

The provisions of this DSA are severable. If any provision of this DSA is held invalid by any court of competent jurisdiction, that invalidity will not affect the other provisions of this DSA and the invalid provision will be considered modified to conform to the existing law.

19. AMENDMENT

This DSA only may be amended by the mutual consent and approval of both parties. No additions or alterations of this DSA's terms will be valid unless made in writing, formally approved, and executed by each party's duly authorized agents.

20. WAIVER

Waiver of any breach or default on any occasion will not be deemed to be a waiver of any subsequent breach or default. Any waiver will not be construed to be a modification of the terms and conditions of this DSA.

21. NO ASSIGNMENT

Neither party may transfer or assign part or all of its responsibilities or rights under this DSA without the other party's prior written consent.

22. SIGNATURES AND COUNTERPARTS

By signing below, the parties acknowledge their acceptance of this DSA, which will take effect on the last date signed below. The Parties may execute this DSA in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement.

Snohomish County 911

Name: _____

Title: _____

Date: _____

Agency

Name: _____

Title: _____

Date: _____



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Cell Tower Sublease with Washington State Department of Transportation

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the non-exclusive communications site sublease with the Washington State Department of Transportation.

SUMMARY: The city has a number of subleases on the cell tower located near Highway 9. King County had equipment on the tower for many years but as of the start of the year, no longer needed to utilize this site. The county's equipment and sublease are being taken over by WSDOT.

ATTACHMENTS:
WSDOT Nonexclusive Communication Site Sublease License.pdf

NONEXCLUSIVE COMMUNICATION SITE SUBLEASE/LICENSE

THIS NONEXCLUSIVE COMMUNICATION SITE SUBLEASE/LICENSE ("License") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a municipal corporation and political subdivision of the State of Washington (hereinafter sometimes called "the City"), and Washington State Department of Transportation (WSDOT), a department of state government ("Licensee").

RECITALS

- I. The City has entered into a Communication Site Lease (the "Master Lease") with Snohomish County Emergency Radio System ("SERS"), a Washington Interlocal non-profit corporation.
- II. Under the Master Lease SERS has constructed a Communication Facility consisting of an antenna and related structures on the premises.
- III. Under the Master Lease, the City has the exclusive right to enter into sublease agreements or equivalent licensing agreements with third-party co-locators.
- IV. Licensee desires to enter into a sublease or license with the City on the terms and conditions of this Sublease/License.

AGREEMENT

In consideration of the mutual covenants contained in this Sublease/License, the parties agree as follows:

- 1. **RECOGNITION AND ACKNOWLEDGMENT OF MASTER LEASE.** Unless specifically provided otherwise herein, Licensee hereby recognizes, acknowledges and agrees to be fully bound to the terms of the Master Lease and all exhibits, schedules, General Terms and Conditions and Site Standards, Conditions and Interference Mitigation Requirements referenced in, attached to or incorporated into the Master Lease.
- 2. **WARRANTY OF CITY.** The City hereby warrants that the Master Lease is in full force and effect as of the date of this Sublease/License. The City agrees to continue to perform in accordance with the terms and conditions of the Master Lease. Except for the foregoing warranty, the City makes no warranty to Licensee either express or implied, concerning the Master Lease, the premises, or the suitability of the premises and improvements for Licensee's intended use.
- 3. **NONEXCLUSIVE.** This is a nonexclusive Sublease/License and Licensee acknowledges and agrees that the site will be used by SERS as a communication facility and that the City may sublease or license the site and improvements to other sublessees/licensees to co-locate upon and use the premises and improvements for communications.

4. **MASTER LEASE.** The parties agree that Sublease/License is subject to the Master Lease between the City and SERS's and both parties' performance must be in compliance with the Master Lease. A copy of the Master Lease is attached as Exhibit B.

5. **PREMISES.** The City agrees to sublease or license to Licensee and Licensee agrees to lease or license from the City, upon the terms and conditions set forth herein, those areas and locations on the antenna, those related connectors, equipment, conduits, and lines, and those storage areas described in detail on Exhibit A ("the connection and storage areas" or the "premises"). The connection and storage areas are located on premises depicted in an Area Map and Site Plans with legal description set out in detail in Exhibit A hereto (the "Site"). The connection and storage areas are part of an antenna and structures on the site described in detail in Exhibit A (the "Equipment and Structures List"). By taking possession of the premises, Licensee accepts the premises in their existing condition. The City makes no representation or warranty with respect to the condition of the premises and site and the City shall not be liable for any latent or patent defect in the premises or the site.

6. **TERM.**

The initial term shall be commence on **January 1, 2023** ("Commencement Date") and expire on **December 31, 2027**. Thereafter, the term shall be for total of up to five years, consisting of two (2) five (5)- year periods of licensee's fiscal year of January 1 through December 31. Licensee shall give City notice 60 days before the expiration of a fiscal year of renewal for the following fiscal year.

7. **OPTION TO EXTEND.** So long as the same is not prohibited by the Master Lease, the City has not exercised any rights to terminate this Sublease/License, and Licensee has faithfully and fully performed all terms and conditions of this Sublease/License, Licensee shall have the right to extend this Sublease/License on the following terms and conditions:

a. **Notice.** Between one hundred eighty (180) days before and one hundred fifty (150) days before the termination date, Licensee shall give the City written notice of its intent to extend this Sublease/License. Said notice shall be addressed and mailed in accordance with paragraph 31 of this Sublease/License.

b. **Rate Study.** Upon receipt of the notice, the City shall cause a rate study to occur to determine the fair market rental for the extended term of the lease. The results of the said study shall determine the rental for the extended period of the lease.

c. **Length of Extension.** Upon exercise of an option to extend, the term may be extended as permitted under the terms of this Sublease/License for two (2) additional five (5) year periods consisting of annual terms matching Licensee's fiscal year.

d. **Terms and Conditions.** Except for the rental rate determined by the rate study, the remaining terms and conditions of this Sublease/License shall be in full force and effect during the extension period.

8. **EQUIPMENT TO BE ATTACHED.** Licensee is assuming existing equipment already installed on the structure. Licensee may not attach any equipment, connectors, conduits,

or line to the antenna and structures except that expressly set out in **Exhibit A** (the "agreed equipment"). Any additional equipment may only be installed with the written permission of the City and will be subject to a City Siting Fee. Said agreed equipment shall be installed in accordance with the plans and specifications set out in **Exhibit A**. The City may require that Licensee submit an interference study to the City demonstrating that the agreed equipment will not cause interference with existing and contemplated equipment to use the premises. Licensee may not use the premises for any other purpose.

9. FACILITY FEE; RENT; ADDITIONAL RENT; OTHER CHARGES.

Licensee agrees to pay the City, and where indicated third parties, fees, rent, additional rent and other charges as follows:

a. **SERS Siting Fee.** Licensee agrees to pay a siting fee to SERS in an amount set out in the General Terms and Conditions to the Master Lease, which is **TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$12,500.00)**.

b. **City Siting Fee.** The City Siting Fee is waived because Licensee is assuming existing equipment. Licensee agrees to pay a siting fee to the City if the City agrees that Licensee may install additional equipment. Said fee shall be paid prior to installation of the equipment.

c. **Annual Base Rent.** Commencing on the Commencement Date, Licensee shall pay the City annual base rent in the amount of **SEVEN THOUSAND, FIVE-HUNDRED AND NO/100 DOLLARS (\$7,500.00)**. Base rent for the initial term shall be paid within thirty (30) days of commencement of the initial term. Thereafter annual base rent shall be due and payable within thirty days (30) of the expiration of each fiscal year. Should the City allow Licensee to add to or change the equipment to be attached, any agreement addressing the addition to or change of equipment shall address adjustment of the annual base rent and any pro-ration to account for additions or changes in the middle of a lease year.

d. **Adjustment of Annual Base Rent.** The annual base rent shall be adjusted beginning with the lease year commencing on the third anniversary of the commencement date. Said increase shall be a 3% increase.

e. **Insurance Cost.** If as a result of this Sublease/License the City's cost for any insurance shall increase, the City shall invoice Licensee for the increased cost on the anniversary of the commencement date. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

f. **Utilities Cost.** If all of the utilities to Licensee's equipment and facilities are not separately metered and billed to Licensee, but the said utility is billed to the City and increases the City's cost for utilities, the City shall invoice Licensee for the increased cost on the anniversary of the commencement date. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

g. **Tax Imposed on the City.** Should any tax be imposed on the City for or on account of this Sublease/License, or the City's receipt of payments under this Sublease/License, upon the City's payment of said tax, the City shall invoice Licensee for the tax imposed upon the City. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

h. **No Offset.** All charges under this lease are charges for rent. Tenant shall pay all rent under this lease without offset.

10. **INTEREST.** In addition to all other charges, in the event a payment is not paid when due, Licensee shall pay to the City interest at the rate of twelve percent (12%) per annum.

11. **TAXES.** Licensee shall pay all taxes associated with this Sublease/License.

12. **USE OF THE CONNECTION AND STORAGE AREAS.**

a. **Installation.** Licensee may use the connection and storage areas to install, maintain and operate the agreed equipment. This use shall be nonexclusive. Installation shall be done under the supervision of the City or its designee. The City may forbid installation of any material, even if part of the agreed equipment, if in the City's sole judgment, reasonably exercised, the material will damage the property or interfere with the rights of SERS, the City, or any present or prospective co-locator. All expenses of installation of Licensee's equipment shall be at the sole cost and expense of Licensee. Licensee shall paint the color of its facilities as the City may direct.

b. **Compliance With Law; Waste.** Licensee shall, at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation, and safety) in connection with the use, operation, maintenance, construction and/or installation of equipment and use of the premises. Licensee shall not permit, and shall not cause waste upon the premises.

c. **Removal.** The Licensee shall remove its equipment and materials from the premises upon the termination of this Sublease/License at its own expense. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the premises, including that of SERS, the City, or any co-locator. If, however, Licensee requests permission not to remove all or a portion of its equipment and materials, and the City consents to such non-removal, title to the affected equipment and materials shall thereupon transfer automatically as of the date of the request to the City and the same shall thereafter be the sole and entire property of the City and Licensee shall be relieved of the duty to otherwise remove the same. If Licensee is required to remove its materials and equipment, Licensee shall restore the affected area of the premises to the reasonable satisfaction of the City. All costs and expenses of removal and restoration shall be borne by Licensee and to the extent permitted by applicable Federal Law, Licensee shall hold the City harmless from any portion thereof.

13. **EQUIPMENT AND MATERIALS UPGRADE.** Licensee may not replace or alter its materials, installation, and equipment without the agreement of the City, including any required agreement for the adjustment of the annual base rent.

14. **MAINTENANCE.**

a. Licensee shall, at its own expense, maintain any equipment on or attached to the premises in a safe condition, in good repair, and in a manner suitable to the City so as not to conflict with the use of or other leasing of the premises by the City. Licensee shall not interfere with the use of the antenna, the premises, related facilities, or other equipment of SERS and any co-locators.

b. Licensee shall have sole responsibility for the maintenance, repair, and security of its equipment and personal property and sub-leasehold improvements, and shall keep the same in good condition and repair during the sublease/license term.

c. Licensee shall keep the premises free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

d. Should the City, SERS, or a co-locator undertake painting, construction, or other alterations on the antenna, Licensee shall take reasonable measures at Licensee's sole cost to cover and/or protect Licensee's equipment, personal property, or materials.

15. **LIENS.** Licensee acknowledges that the City and the premises may not, and shall not, be subject to claims for liens for labor and materials, and shall keep the premises and any other property of the City free from any liens for work, labor, materials, or services delivered to Licensee, or claimed by or through Licensee. To the extent and manner provided by Federal Law, Licensee shall indemnify, defend, and hold the City harmless from and against any such claims or liens and the City's attorney's fees and costs incurred in connection therewith.

16. **PREMISES ACCESS.**

a. Licensee at all times during this Sublease/License, subject to notice requirements to the City as set out below, and subject to rules that SERS and/or the City may from time to time implement and issue, shall have vehicle access through existing gates and driveways to the antenna and premises.

b. Licensee shall request access to the premises twenty-four (24) hours in advance, except in an emergency. All access requests will be made to and coordinated by the City's Fleet & Facilities Supervisor. In the case of an emergency, the City's Stand-by personnel will provide access to the facility.

c. The City may at all times enter upon those portions of the premises occupied by Licensee to examine and inspect the premises for safety and to ensure that the Licensee is complying with the provisions of this Sublease.

17. **UTILITIES.** Unless separate metering is not available, Licensee shall arrange for separate metering of its utilities associated with its use as permitted by this Sublease/License. Licensee shall pay all costs associated with arranging for said metering and Licensee shall pay all utility charges as and when they come due. Licensee may not install an emergency power generator or alternate power system on the premises without the consent of the City. The City in its sole discretion may refuse to grant consent. Should the City consent, and an emergency generator or alternate power system is installed by Licensee, the system shall conform to all fire prevention regulations of the fire district, all requirements of the Public Utility District No. 1 of Snohomish County, and all regulations of any other agency with jurisdiction. The City shall not be liable for the interruption of utility services or failure of emergency power or any damages or losses resulting from such interruption or failure.

18. **LICENSE FEES.** Licensee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and permits required for or occasioned by Licensee's use of the premises, if any.

19. **INTERFERENCE.** Licensee's installation, operation, and maintenance of the agreed equipment shall not damage or interfere in any way with SERS's operations, the City's operations or the operation of other co-locators. Licensee agrees to immediately cease upon actual notice activities which materially interfere with other operations. The City at all times during this Sublease/License reserves the right to take any action it deems necessary in its sole discretion to repair, maintain, alter or improve the premises.

The City may at any time obtain an interference study to determine if Licensee's activities interfere with the use and operation of other communication facilities on the antenna which pre-existed Licensee's agreed equipment. If Licensee's agreed equipment causes interference, Licensee shall take all measures reasonably necessary to correct and eliminate the interference and reimburse the City the cost of the interference study. If the interference cannot be eliminated in a reasonable time, Licensee shall immediately cease operating its equipment until the interference has been eliminated. If the interference cannot be eliminated within thirty (30) days, the City may terminate this Sublease/License.

The City may receive requests to sublease to co-locators. If after installation of Licensee's agreed equipment the City proposes to enter into a sublease with a co-locator, the City will advise Licensee of the proposal, and the City will supply Licensee with such information as the third party will provide for review for noninterference. Licensee shall have thirty (30) days to review and comment on the information supplied. If Licensee does not object in writing within the said thirty (30) days, then Licensee shall be deemed to have consented to the co-location and shall be conclusively deemed to have agreed that the proposal will not cause interference with Licensee's agreed equipment and operation. If Licensee timely objects, and the City verifies the objection, the City will not proceed with the proposal, unless the proposal is reasonably modified to avoid interference.

Notwithstanding the provisions of the previous paragraph, the City does not guarantee to Licensee subsequent noninterference with Licensee's agreed equipment. Further, regardless of the provisions of the previous paragraph, the City itself, SERS, or any governmental unit may be allowed to operate or place facilities on the antenna regardless of actual or potential interference

with Licensee's use. In such event, Licensee may terminate this sublease on thirty (30) days notice to the City.

20. **INDEMNIFICATION / HOLD HARMLESS.** Licensee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Licensee's use of Premises, or from the conduct of Licensee's business, or from any activity, work or thing done, permitted, or suffered by Licensee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

21. **INSURANCE.**

a. Insurance Term. The Licensee shall procure and maintain for the duration of this Sublease/License, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Licensee's operation and use of the leased Premises.

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

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

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as additional an insured on Licensee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Property insurance shall be written on an all risk basis.

d. Minimum Amounts of Insurance

Licensee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Licensee's property and improvements with no coinsurance provisions.

e. Other Insurance Provisions. The Licensee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to claims caused by Licensee's negligence. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Licensee's insurance and shall not contribute with it.

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

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

h. Waiver of Subrogation. Licensee and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

i. City's Property Insurance. City shall purchase and maintain during the term of the Sublease/License all-risk property insurance covering the Building for its full replacement value without any coinsurance provisions.

j. Notice of Cancellation. The Licensee shall provide the City with written notice of any policy cancellation within thirty (30) days of their receipt of such notice.

k. Failure to Maintain Insurance. Failure on the part of the Licensee to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five business days notice to the Licensee to correct the breach, terminate this Sublease/License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

l. In lieu of the insurance required in this Section 21, Licensee may, upon request of and acceptance by the City, provide the City a letter certifying the Licensee's self-insurance program.

22. **RELEASE OF CLAIMS.** Licensee hereby releases the City for all claims for damages which may arise from defects in the antenna and related structures on the premises, or which may arise from the existing or future water storage tank and appurtenances on the premises, or for damage by storm, rain, leakage or any natural occurrence.

23. **HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE.**

a. **Definitions.** "Hazardous Materials" as used in this Sublease shall mean:

i. Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease producing substances; or

ii. Any dangerous waste or hazardous waste as defined in:

(a) Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105);

(b) Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq); or

iii. Any hazardous substance as defined in:

(a) Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (43 U.S.C. Sec. 9601 et seq); or

(b) Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or

iv. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by applicable federal, state or local laws or regulations as now existing or hereafter amended.

b. Environmental Compliance.

i. In the use and occupancy of the Premises, the Licensee shall, at the Licensee's own expense, comply with all federal, state, and local laws and regulations, now or hereafter in effect, related to hazardous materials and the environment which are applicable to the Premises, Licensee's business, or any activity or condition Licensee conducts on or about the premises (the "Environmental Laws"). The Licensee warrants that its business and all its activities to be conducted or performed in or about the premises shall comply with all of the Environmental Laws. The Licensee agrees to change, reduce, or stop any noncomplying activity or to install necessary equipment, safety devices, pollution control systems, or other installations as may be necessary at any time during the term of this sublease to comply with the Environmental Laws.

ii. The Licensee shall not, without first obtaining the City's prior written approval, use generate, release, handle, spill, store, treat, deposit, transport, sell, or dispose of any hazardous materials in, on, or about the premises. In the event, and only in the event, that the City approves any of the foregoing, the Licensee agrees that such activity shall occur safely and in compliance with the Environmental Laws.

iii. The Licensee shall not cause or permit any violation of the Environmental Laws on, under, or about the premises, or arising from the Licensee's use or occupancy of the Premises.

iv. The Licensee, at its own expense, in a timely manner shall make all reports, including self reports, and supply all submissions required to comply with all Environmental Laws. If the Licensee shall fail to fulfill this duty, at its option the City may fulfill such reporting requirements, and bill the cost thereof to Licensee as if the same was additional rent, or the City may employ the default provisions of this Sublease. All of the City's remedies shall be cumulative, and the exercise of one remedy shall not be deemed to be a waiver or release of any other remedy. Licensee's environmental obligations shall survive a termination of this Sublease.

v. Should any governmental or regulatory authority demand that a cleanup or remediation plan be prepared and that a cleanup or remediation be undertaken because of any action of Licensee whereby a deposit, spill, discharge, or other release of hazardous materials occurs during the term of this Sublease/License, then Licensee shall, in a timely manner and at the Licensee's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Licensee shall then carry out all such cleanup and remediation plans at its own expense. Any such cleanup and remediation plans are subject to the City's prior written approval. Although the City reserves the right to review and approve such cleanup and remediation plans, the City assumes no responsibility for such plans or their compliance with the environmental laws.

c. **Environmental indemnity.** To the extent and in the manner provided by law, the Licensee shall be fully and completely liable to the City for, and shall fully save and indemnify the City from, any and all cleanup and/or remediation costs and expenses and any and all other charges, expenses, fees, penalties (civil and criminal) imposed by any governmental or regulatory authority arising out of the Licensee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit, and/or sale of hazardous materials on or about the Premises. In addition, Licensee shall indemnify and save the City harmless from any and all claims, liabilities, lawsuits, damages and expenses, including reasonable attorney's fees for injuries to persons or death, property damage, loss or costs caused by the Licensee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit, and/or sale of hazardous materials by the Licensee. For the purposes of this paragraph, "Licensee" shall be construed to mean Licensee, or any of its agents, representatives, employees, or contractors. This indemnity shall survive the termination of this Sublease/License.

d. **Remediation on Lease/License Termination.** Upon expiration or earlier termination of this Sublease/License, Licensee shall remove, remediate, or clean up any hazardous materials on or emanating from the premises, occasioned by Licensee, and Licensee shall undertake whatever other action may be necessary to therefore bring the premises into full compliance with environmental laws. Licensee shall submit its plan of cleanup to the City for review and approval. Notwithstanding review and approval by the

City, the City assumes no responsibility for any plan of cleanup, or for Licensee's compliance with environmental laws. If Licensee does not timely proceed with a plan of cleanup, the City may supply Licensee with a notice of default, and if within the deadline specified in the notice, Licensee does not make reasonable progress, the City thereafter may proceed with cleanup as necessary and bill all of the City's costs, including costs of investigation and reporting, to Licensee.

24. **NON-DISCRIMINATION.** The City and Licensee shall not discriminate on the basis of race, color, sex, religion, nationality, creed, age or the presence of any sensory, mental or physical disability in the employment or application for employment in the administration or delivery of services or any other benefits associated with this Sublease. The parties shall comply with all laws against discrimination including but not limited to Chapter 49.60 RCW and Titles VI and VII of the Civil Rights Act of 1964.

25. **SIGNS.** No advertising shall be permitted on the premises except as required by law or regulation. Licensee may post its name, address and an emergency number on a sign, provided Licensee and the City shall agree as to the size and location of the sign.

26. **DEFAULT AND TERMINATION FOR DEFAULT.** It shall be a default if Licensee fails to fully and timely make any payment under this Sublease/License or fails to fully and timely perform as required by this Sublease/License. In the event of a default, the City may give Licensee a notice of default as follows:

- a. for nonpayment of rent, a ten (10) day notice to pay or vacate;
- b. for any other nonperformance under the lease a twenty (20) day notice to comply or vacate.

If Licensee does not pay or cure its performance within the deadline specified by the notice the City, at its option, may without further notice re-enter the premises and eject Licensee from the premises. At its option, the City may also (1) declare in writing the Sublease/License terminated, in which event Licensee shall immediately remove the agreed equipment from the premises and pay the City a sum of money equal to the total amount of unpaid rent accrued through the date of termination, the amount of rent remaining to be paid on the Sublease/License reduced by that amount the Licensee proves could have been reasonably mitigated, and the City's costs, including reletting costs and reasonable attorney's fees, or (2) without terminating this Sublease/License, relet the premises, or any part thereof, for the account of the Licensee upon such terms as the City deems advisable, and if a deficiency remains compared to the reserved rent and the City's reletting costs and reasonable attorney's fees, and invoice and collect the shortage from sublessee, or (3) pursue any other remedy permitted at law or in equity.

No re-entry and taking possession of the Premises by the City shall be construed as an election on the City's part to terminate this Sublease/License, regardless of the extent of renovation or alterations by the City, unless the City declares in writing that this Sublease is terminated. Notwithstanding any reletting without termination, the City may at any time thereafter elect to terminate this Sublease/License for such previous breach.

27. **COSTS AND ATTORNEY'S FEES.** If a legal or equitable action is instituted by reason of any default or breach of this Sublease/License, or because of a dispute concerning the terms and provisions of this Sublease/License, to the extent and the manner provided by law, the prevailing party shall be entitled to recover all of its legal costs, expert witness and consultant fees, and reasonable attorney's fees.

28. **VENUE AND CHOICE OF LAW.** This Sublease shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be in Snohomish County.

29. **OPTIONAL RIGHTS TO TERMINATE.** Even though no party may be in default under the terms of this Sublease/License, the City and Licensee, upon giving notice as specified, shall have optional rights to terminate this Sublease/License as follows:

a. **Damage or Destruction.** Upon thirty (30) days written notice, one to the other, in the event that the antenna, or Licensee's agreed equipment, is substantially damaged or destroyed, either party may declare this sublease terminated.

b. **Antenna Unsound.** Upon thirty (30) days written notice from the City to Licensee, in the event that the antenna, as determined by the City in its sole discretion, is determined to be structurally unsound or otherwise not suitable for Licensee's use.

c. **Redevelopment.** Upon thirty (30) days written notice from the City to Licensee, in the event that the City determines, in its sole discretion, that the property should be redeveloped.

d. **Health Hazard.** Upon thirty (30) days written notice from the City to Licensee, in the event that the City determines, in its sole discretion, that the continued use of the antenna and related equipment is in fact an immediate threat to the health, safety, or welfare of local community. Except that the City may not take any action that conflicts with the Federal Telecommunications Act and its implementing regulations, including but not limited to 47 U.S.C. §332(c)(7), 47 C.F.R. 1.1307(b), 1.1310, 2.1091, and 2.1093.

30. **ASSIGNMENT OR SUBLEASE.**

a. **Prohibited Without Consent.** Licensee shall not assign or transfer this Sublease/License or any interest or rights therein, nor delegate its duties under this Sublease/License, nor sub-sublease/license the whole or any part of the premises, nor grant an option for assignment, delegation, transfer or sub-sublease/license for the whole or any part of the premises, nor shall this Sublease/License or any interest thereunder be assignable, delegable, or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of the City. If the City gives its consent to any assignment, delegation, sub-sublease, or other transfer, the same shall not be a waiver, and this paragraph shall nevertheless continue in full force and effect, and no further assignment, delegation, sub-sublease, or other transfer shall be made without the City's consent. All prohibited events under this paragraph are hereinafter referred to as "transfers," or "transfer." The foregoing

notwithstanding, Licensee shall be allowed to assign to an affiliated entity or an entity that gains more than 51% control of Licensee with notice to the City.

b. Notice by Sublessee/Licensee – Production of Records. If Sublessee/Licensee desires to transfer this Sublease/License, Licensee shall notify the City in writing of said desire to transfer at least ninety (90) days prior to the effective date of the proposed transfer. The notice shall specify the date of the proposed transfer, the identity of the transferee, and the terms of the proposed transfer, including all consideration of any kind to be received by the licensee. Upon request by City, licensee shall provide:

- i. a full and complete financial statement of the proposed transferee;
- ii. a copy of the proposed transfer instrument;
- iii. an affidavit from the transferee that it has examined the Master Lease, and all accompanying schedules and exhibits, and has examined this Sublease/License, has had an opportunity to consult with legal counsel, and understands the terms and conditions under which a transfer will be undertaken; and
- iv. any other information the City reasonably requests.

c. Decision by the City. The City shall review the request to transfer and respond with either an approval or disapproval not later than sixty (60) days prior to the effective date of the proposed transfer. Disapproval shall be final and binding on the Licensee and shall not be subject to litigation or appeal. The City shall charge Licensee reasonable fee for administrative costs for the review and processing of a transfer. Said fee shall be due and payable upon invoice from the City to Licensee.

d. Effect of Transfer. Should the City consent to a transfer, the transferee shall be fully bound to this Sublease/License and the Master Site Lease. Despite consent by the City and a permitted transfer, Licensee and any subsequent transferor shall not be released, but shall also be fully bound to and obligated to payment and performance under this Sublease/License.

31. NOTICES. Except for notices required under Chapter 59.12 RCW, notices required under this Sublease/License shall be given in writing to the following respective addresses, effective as of the postmark time and date, or to such other place as may hereafter be designated by either party in writing:

- a. if to City, to:
The Chief Administrative Officer City of Marysville
501 Delta Avenue
Marysville, WA 98270
- b. if to Licensee, to
WSDOT
ITS Communications & Wireless Technology Manager

PO Box 47359
Olympia, WA 98504-7359

Copy to:
WSDOT – RES
Property Management Program Manager
PO Box 47338
Olympia, WA 98504-7338

BILLING:

WSDOT
HQ Facilities Office
PO Box 47328
Olympia WA 98504-7328
E-Mail: CapfacAccounting@wsdot.wa.gov

32. **HOLDING OVER.** If Licensee holds over after the expiration of the term of this Sublease or any extension thereof, Licensee, if the Master Site Lease has not expired, shall become a subtenant from month to month upon the terms of this Sublease/License as applicable. Acceptance by the City of rent after such expiration or early termination shall not result in a renewal of this Sublease/License, or waiver of any early termination, and shall not affect the City's right of reentry or any other rights the City may have. If Licensee fails to surrender possession of the premises upon expiration of this Sublease/License, despite demand to do so, as provided for by law, Licensee shall pay two (2) times the rent herein specified (prorated on a monthly basis), interest, attorney's fees and costs as specified in this Sublease/License.

33. **NO PRESUMPTION AGAINST DRAFTER.** Licensee and City agree that this Sublease/License has been freely negotiated by the parties, and in the event of any dispute concerning the meaning or interpretation of the terms and conditions of this Sublease/License, there shall be no inference, presumption or conclusion drawn against the City for or on account that the City or its legal counsel have prepared this Sublease/License.

34. **CAPTIONS.** The captions of this Sublease/License are for convenience only and do not in any way limit or amplify the provisions of this Sublease/License.

35. **AUTHORITY.** Licensee covenants and represents that it has full authority and power to execute this Sublease/License, and that by execution of this Sublease/License it will not violate any provision of law or contract and that Licensee will be fully bound to full payment and performance under the terms of this Sublease/License.

36. **CUMULATIVE REMEDIES.** No provision of this Sublease/License shall preclude the City from pursuing any other remedies the City may have for or on account of Licensee's failure to perform its obligations.

37. **NONWAIVER.** The failure of the City to insist upon strict performance of the terms of this Sublease/License shall not be construed as a waiver by the City of strict performance. Waiver of a particular default shall not be deemed to be a waiver of any subsequent breach or default.

38. **SURRENDER OF PREMISES.** At the end of the term of this Sublease/License, besides performance of specific removal and remediation covenants provided for elsewhere in this Sublease/License, and subject to those covenants, Licensee shall peaceably deliver up to the City possession of the premises in the same condition as received, except for ordinary wear and tear.

39. **INTEGRATION; FULL AGREEMENT.** This Sublease/License is intended as a full and final expression of the agreement between the parties. All prior discussions, statements, representations, and warranties are integrated and merged into this agreement. There are no agreements between the parties, and there are no representations on which either party relies except as set forth in this Sublease/License.

DATED: _____

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
GENEVIEVE GEDDIS, Deputy City Clerk

Approved as to form:

By _____
JON WALKER, City Attorney

DATED: _____

LICENSEE:

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION (WSDOT)

By **Mark Smith** Digitally signed by Mark Smith
Date: 2023.06.29 16:03:24
-07'00'

Mark Smith, State Facilities
Administrator



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** relating to public records; adopting public records act rules; issuing a formal order that maintaining an index would be unduly burdensome, ordering publication of this resolution and the public records act rules and appointing the city clerk as the public records officer.

SUGGESTED ACTION: Recommended Motion: I move to adopt Resolution No. ____.

SUMMARY: The city is required to adopt policies relating to public records. This update is required to memorialize the move to the civic campus. The only changes being made are to the address of the city, changing "city hall" to "civic campus," business hours, and updating the city's population. The remainder of the policy is the same as previously approved by Council.

ATTACHMENTS:
Resolution - Public Records Policy.pdf

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO PUBLIC RECORDS; ADOPTING PUBLIC RECORDS ACT RULES; ISSUING A FORMAL ORDER THAT MAINTAINING AN INDEX WOULD BE UNDULY BURDENSOME, ORDERING PUBLICATION OF THIS RESOLUTION AND THE PUBLIC RECORDS ACT RULES AND APPOINTING THE CITY CLERK AS THE PUBLIC RECORDS OFFICER.

WHEREAS, the Public Records Act, chapter 42.56 RCW (PRA), requires cities to adopt rules of procedure consistent with the intent of the Public Records Act, to provide full public access to public records, to protect public records from damage or disorganization, and to prevent excessive interference with essential City functions; and

WHEREAS, the Public Records Act requires the City to make public records available for inspection and copying, subject to certain exemptions; and

WHEREAS, the City Council supports the policy of the Public Records Act, to provide citizens with broad access to public records; and

WHEREAS, the City Council desires to update its current public records regulations in order to conform with changes to state law; and

WHEREAS, the attached City of Marysville Records and Information Management Program/ Public Records Act Rules ("PRA Rules") fulfill these requirements and were developed using the Attorney General's Office advisory Model Rules for disclosure of public records; and

WHEREAS, RCW 42.56.070 requires all cities and public agencies to maintain and make available a current index of public records; and

WHEREAS, RCW 42.56.070(4) provides that if maintaining such an index would be unduly burdensome or interfere with agency operation, a city must issue and publish a formal order specifying the reasons why and the extent to which compliance would be unduly burdensome; and

WHEREAS, RCW 42.56.580 requires that each agency appoint and publicly identify a Public Records Officer and a provide contact information for that Officer;

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

Section 1. The attached City of Marysville Records and Information Management Program/Public Records Act Rules ("PRA Rules") are hereby adopted and incorporated by reference as the PRA Rules of the City regarding public records requests.

Section 2. The City serves over 71,000 residents. It is comprised of eight departments, with divisions and subdivisions many if not all of which maintain separate databases and/or systems for the indexing of records and information. Because the City has records which are diverse, complex, and stored in multiple locations and in multiple computer systems, formats, and/or databases, it is unduly burdensome, if not physically impossible, to maintain a current index of all records. In addition, given the wide range of City activities, and the limited staffing levels maintained in each City department, the maintenance of a central index of records would be unduly burdensome. Therefore, the Council finds that maintaining the index required by RCW 42.56.070(3) would be unduly burdensome and formally orders that such an index does not have to be maintained as permitted by RCW 42.56.070(4). However, all other City indexes are to be available for public inspection and copying in conformity with applicable law.

Section 3. The City Clerk is appointed as the City's Public Records Officer. The City's Public Records Officer will oversee compliance with the Public Records Act. The City's Public Records Officer may delegate the responsibilities of processing requests to other staff. The City Clerk's/Public Records Officer's contact information is provided in the attached PRA Rules.

Section 4. The Clerk is directed to publish this Resolution and the availability of the PRA Rules, post and maintain the PRA Rules on the City's website and make the PRA Rules available for inspection and copying at Marysville Civic Center.

Section 5. Resolution No. 2435 is repealed.

Section 5. If any section, subsection, sentence, clause, phrase, or work of this Resolution 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 work of this Resolution.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2023.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
GENEVIEVE GEDDIS, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

City of Marysville

Records and Information Management Program

The following records and information management program applies to records activity in the City of Marysville (the “City”) with the exception of municipal court activity. Court records are governed under Washington State Court General Rules as identified in Section 11.

PUBLIC RECORDS ACT RULES

The Public Records Act (Act), RCW 42.56, requires public agencies to make identifiable, non-exempt public records available for inspection and copying upon request and to publish rules of procedure to inform the public how access to public records will be accomplished. The City hereby establishes the following rules for responding to public records/disclosure requests.

The purpose of these rules is to provide the public full and timely access to information concerning the conduct of government, mindful of individuals’ privacy rights and the desirability of efficient administration of our City government. The Act specifies that providing public records should not “unreasonably disrupt the operations of the” City and some of these rules are intended to prevent a requestor from being unreasonably disruptive or disrespectful to City staff. The Act and these rules will be interpreted in favor of disclosure. In carrying out its responsibilities under the Act, the City will be guided by the provisions of the Act describing its purposes and interpretation. Failure to comply with any provision of these rules shall not result in any liability imposed upon the City other than that required in the Act.

Section 1. Definitions/Explanations.¹

- a. **Public record.** A writing, regardless of physical form, containing information relating to the conduct of government or the performance of any governmental or proprietary function, prepared, owned, used or retained by the City.
- b. **Writing.** Broadly defined, a writing means handwriting, typewriting, printing, Photostatting, photographing, and any other means of recording any form of communication, including, but not limited to, letters, words, pictures, sounds or symbols or their combinations; papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including data compilations from which information may be obtained or translated. An email is a writing.

¹ Definitions are provided for the public’s understanding. In all cases, the City shall process requests under the Act in accordance with the definitions contained in State law as those terms have been interpreted in relevant court cases.

- c. **Identifiable record.** An identifiable record is one in existence at the time the records request is made and that City staff can reasonably locate.
- d. **Exempt record.** All City records are available for review by the public unless they are specifically exempted or prohibited from disclosure by law or case law, either in RCW 42.56 or other laws and statutes. The Municipal Research and Services Center maintains an up-to-date list of current exemptions and prohibitions on their website at www.mrsc.org search for publication titled “Public Records Act for Washington Cities, Counties and Special Purpose Districts” (scroll to Appendix C).
- e. **Counter document.** A frequently requested document retained within a department that is known to be public information and may be released without need to file a written public disclosure request.

Section 2. Description of City Services and Central Office.

The City of Marysville is a Washington municipal corporation that provides the full range of traditional municipal services through its various departments. These functions include but are not limited to maintaining public records. The City Clerk’s Office shall maintain descriptions of the City’s organization (Appendix A) and the process through which the public may obtain information from the City.

The City Clerk’s Office is located at Marysville Civic Center, 501 Delta Ave. Marysville, WA, 98270. In addition to the Marysville Civic Center, the City has satellite offices located throughout the City.

Section 3. Public Records Officer.

Any person wishing to request access to public records or seeking assistance in making a request should contact the City’s public records officer. The City Clerk has been designated by the City Council as the City’s public records officer.

The Public Records Officer will oversee compliance with the Public Records Act, but may designate other City staff members who may process requests for public records. For Police records, the Public Records Officer has designated the Police Records Supervisor.

The Public Records Officer or his or her designees will provide the fullest assistance to requestors, ensure that public records are protected from damage or disorganization, and prevent fulfilling public records requests from causing excessive interference with the essential functions of the City.

When using these Rules, references to the Public Records Officer should be interpreted to also include his or her designees.

- a. **Requests for records other than Police records:** Requests to inspect or copy any of the City's public record, other than Police records, should be made to the Public Records Officer at:

Office of City Clerk
City of Marysville - Public Records Officer
501 Delta Ave
Marysville, WA 98270

Telephone: 360-363-8000
FAX: 360-363-8046
Email: cityclerk@marysvillewa.gov

- b. **Requests for Police records:** Requests to inspect or copy records maintained by the City's Police Department should be made to the Police Records Supervisor at:

Police Records
Marysville Police Department
501 Delta Ave
Marysville, WA 98270

Telephone: 360-363-8300
FAX: 360-659-7667
Email: policepdr@marysvillewa.gov

- c. **Online requests:** The City also accepts public records requests through its website (both Police records and general requests) and provides information and an online form. Please visit: www.marysvillewa.gov/94/Public-Records-Request
- d. **Internet access to records.** Many records are also available on the City of Marysville website at: www.marysvillewa.gov. Requestors are encouraged to view the documents available on the website prior to submitting a public records request.
- e. **Requests for Court records:** Please see Section 11 regarding Marysville Municipal Court records.

Section 4. Availability of public records.

- a. **Hours for inspection.** Public records are available for inspection and copying during the City's normal business hours: Monday through Friday, 8:00 a.m. to 4:30 p.m. (hours may vary by department), excluding legal holidays. City staff and the requestor may make mutually agreeable arrangements for times of inspection and copying.
- b. **Place of inspection.** Records will be made available for inspection as determined by the Public Records Officer. City staff and the requestor may make mutually agreeable

arrangements for inspection if the particular records being sought are maintained at satellite offices of the City.

A requestor shall not take City records from City offices.

- c. **Electronic access to records.** A variety of records are available on the City's website at: www.marysvillewa.gov.

To the extent practical, the City will store, maintain, and make its records available electronically. For those seeking responsive records in electronic format, the City may provide access to public records by providing links to the website containing an electronic copy of the record, provide records on disk, or transmit the responsive record via email. The City can arrange for a computer terminal for viewing records and information at Marysville Civic Center or City satellite office for those without access to the internet. The Public Records Officer will work with the requestor to determine the most appropriate method for providing electronic copies of responsive records.

- d. **Records index.** The City Council has determined that maintaining a central index of City records is unduly burdensome, costly, and would interfere with City operations due to the number and complexity of records generated as a result of the wide range of City activities.

The City Clerk will, however, index and maintain the general administrative records in the Marysville Information Retrieval System (MIRS) to make them available for public inspection and copying.

Other records that relate to the specific function or responsibility of a particular department shall be maintained in the offices of the particular department. The Public Records Officer will coordinate responses to public records requests with the departments, and responsive records shall be made available for public inspection and copying at the Marysville Civic Center or City satellite offices in accordance with chapter 42.56 RCW.

- e. **Organization of records.** City departments will maintain records in a reasonably organized manner and the City will take reasonable actions to protect records from damage and disorganization.
- f. **Retention of records.** The City will retain its records in accordance with retention schedules available at www.secstate.wa.gov. In accordance with State law, the City may seek City specific retention schedules if necessary. The City will not destroy public records per a retention schedule if a public records request or actual or anticipated litigation is pending.

Retention schedules vary based on the content of the record.

Section 5. Making a request for public records.

- a. **Cooperation.** Both requestors and the City have responsibilities under the Act. The public records process can function properly only when both parties perform their respective responsibilities. A city has a duty to promptly provide access to all nonexempt public records. A requestor has a duty to give fair notice that he or she is making a records request, request identifiable records, follow the City's rules, inspect the assembled records or pay for the copies, and be respectful to City staff. Both the City and the requestor have a responsibility to communicate with each other when issues arise concerning a request.
- b. **Reasonable notice that the request is for public records.** A requestor must provide the City with reasonable notice that the request being made is for public records. There is no required format for a valid public records request, however, requestors are encouraged to use the public records request center located on the City's website. If a request is contained in a larger document unrelated to a public records request, the requestor should point out the public records request by labeling the front page of the document as containing a public records request or otherwise calling the request to the attention of the Public Records Officer to facilitate timely response to the request.
- c. **Form.** Any person wishing to inspect or copy identifiable public records of the City should make the request in writing in one of the following ways:
 - on the provided request form available at Marysville Civic Center
 - by letter, fax, or email addressed to the Public Records Officer, or
 - online at www.marysvillewa.gov

The following information should be included in the request:

- Name and address of requestor;
 - Other contact information, including telephone number and email address;
 - Identification of the requested records adequate for the Public Records Officer to locate the records (Including the dates and title or types of records requested if known); and
 - The date and time of day of the request.
- d. **Prioritization of records.** The Public Records Officer may ask a requester to clarify and prioritize the records he or she is requesting so that the most important records may be provided first however a requestor is not required to prioritize a request.
 - e. **Copies.** If the requestor wishes to have copies of the records made instead of simply inspecting them, he or she should so indicate and make arrangements to make a deposit or pay for the copies, as further discussed in Section 9 below. Costs for copies are set out on the fee schedule published periodically by the City Clerk and made available at Marysville Civic Center and on the City's website.

- f. **Oral Requests.** The Public Records Officer may accept requests for public records that contain the above information by telephone or in person. If an oral request is made, the Public Records Officer will confirm receipt of the information and the substance of the request in writing.
- g. **Requests made directly to City departments.** Requests must be made to the City's Public Records Officer or Police Records. In an effort to provide the fullest assistance, requests for public records that are made directly to departments may be fulfilled by the department or may be delivered to the Public Records Officer for coordinated processing. When the request is fulfilled by a City department, the final disposition will be provided to the Public Records Officer, who will maintain an index of requests as set forth in the records retention schedule. Alternatively, a City staff person may instruct the requestor on the proper method to make a request to the City's Public Records Officer
- h. **Purpose of request.** Generally, a requestor need not state the purpose of the request. However, in an effort to clarify or prioritize a request and provide responsive records, the Public Records Officer may inquire about the nature or scope of the request. If the request is for a list of individuals, the Public Records Officer may require the requestor to indicate if he or she intends to use the records for a commercial purpose. The City is not authorized to provide lists of individuals for commercial purposes.

The Public Records Officer may also seek sufficient information to determine if another statute may prohibit disclosure.

- i. **Overbroad requests.** The City may not deny a request for identifiable public records solely because the request is overbroad. However, the City may seek clarification, ask the requestor to prioritize the request so that the most important records are provided first, and/or communicate with the requestor to limit the size and complexity of the request. The City may also provide the responsive records in installments over time.

When a request uses an inexact phrase such as "all records relating to" a topic, the Public Records Officer may interpret the request to be for records which directly and fairly address the topic.

When the requestor has found the records he or she is seeking, the requestor should advise the Public Records Officer that the requested records have been provided and the remainder of the request may be cancelled.

- j. **Inquires.** The Act, chapter 42.56 RCW, requires Public Records Requests to be for existing, identifiable, public records. Requests asking for explanations or asking questions are not requests for existing, identifiable public records under the Act.

Section 6. Processing public records requests.

- a. **Providing “fullest assistance”.** These Rules and related policies and procedures identify how the City will provide full access to public records, protect records from damage or disorganization, prevent excessive interference with other essential functions of the City, provide fullest assistance to requestors and provide the timeliest possible action on public records requests.

All assistance necessary to help requestors locate particular responsive records shall be provided by the Public Records Officer, provided that the giving of such assistance does not disrupt the operations of the Public Records Officer or other duties of any assisting employee(s) in other City departments.

- b. **Order for processing requests.** The Public Records Officer will process requests in the order that the Public Records Officer believes will allow the most requests to be processed in the most efficient manner.

- c. **Acknowledging receipt and fulfilling requests.** Within five business days of receipt of the request, the Public Records Officer will do one or more of the following:

1. Provide the record. If copies are requested and payment of a deposit for the copies, if any, is made or terms of payment are agreed upon, send the copies to the requestor. If the records exist in an electronic format, provide an internet address and link on the City’s website to the specific records requested, except that if the requestor notifies the City that he or she cannot access the records through the internet, then the City will allow the requestor to view records using a City computer or provide copies of the records for review.
2. Acknowledge that the City has received the request and provide a reasonable estimate of time the City anticipates responding to the request;
3. Acknowledge that the City has received the request and ask the requestor to provide clarification for a request that is unclear, and provide, to the greatest extent possible, a reasonable estimate of time the City anticipates responding to the request for any portion that is clear or if the request is not clarified or
4. Deny the public record request.

- d. **Failure to respond.** If the City does not respond in writing within five business days of receipt of the request for disclosure, the requestor should contact the Public Records Officer to determine the reason for failure to respond.

- e. **Reasonable estimate of time to fully respond.** If the City is not able to provide the responsive records within the five-business-day period, the Public Records Officer will provide a reasonable estimate of the time it will take to fully respond to the request. Additional time may be needed to clarify the scope of the request, locate and assemble the records, redact confidential information, prepare an Exemption/Redaction log for

exempt or redacted records, notify third party persons or agencies affected by the request and/or consult with the City Attorney about whether the records are exempt from disclosure.

The Public Records Officer should briefly explain the basis for the time estimated to respond. The time estimated to respond is not binding on the City, but should an extension of time be necessary to fulfill the request, the Public Records Officer will notify the requestor and provide a revised estimate and the basis for the time estimated to respond.

- f. **Notification that records are available.** If the requestor has sought to inspect the records, the Public Records Officer will notify him or her that the entire response or an installment is available for inspection and ask the requestor to contact the City to arrange a mutually agreeable time for inspection. If the requestor seeks copies, the Public Records Officer should notify him or her of the projected costs and whether a deposit is required before making the copies.
- g. **Consequences of failure to clarify a request.** If the requestor does not respond to the City's request for clarification within thirty days of the City's request or other specified time, the Public Records Officer may consider the request abandoned, send a letter closing the request to the requestor, and re-file the records.
- h. **Consequences of disclosing a record in error.** The City, and its officers, officials, and employees are not liable for loss or damage based on release of a public record if the City, its officers, officials, or employees acted in good faith in attempting to comply with the Act.
- i. **Searching for records.** The City must conduct an objectively reasonable search for responsive records. The Public Records Officer will determine what departments are likely to have responsive records and involve other departments, as needed, to assemble the records.

After the records are located, the Public Records Officer should take reasonable steps to narrow down the number of records assembled to those that are responsive. The City will not "bury" a requestor with non-responsive documents. However, the Public Records Officer is allowed to provide arguably, but not clearly, responsive records to allow the requestor to select the ones he or she wants, particularly if the requestor is unable or unwilling to help narrow the scope of the documents being sought.

- j. **Preserving requested records.** If a requested record is scheduled shortly for destruction under the City's records retention schedule, the record cannot be destroyed until the public records request has been resolved. Once a request has been closed, the Public

Records Officer or proper City representative can destroy the record in accordance with the retention schedule.

- k. **Records exempt from disclosure.** Some records are exempt from disclosure, in whole or in part (see Section 8).

If the City believes that a record is exempt from disclosure and should be withheld, the Public Records Officer will provide an Exemption /Redaction log. The Exemption/Redaction log will include a written statement that identifies the record, states the specific exemption, and provides a brief explanation as to how the exemption applies to the record.

If only a portion of the record is determined to be exempt, the Public Records Officer will redact the exempt portions and provide the non-exempt portions subject to an Exemption/Redaction log. (See Section 6(m) below).

- l. **Protecting the rights of others.** When a request seeks disclosure of a particular record containing information regarding other persons, the City may, in its sole discretion, notify said persons in writing and inform them of their right to seek an injunction from the Superior Court enjoining the disclosure. In such circumstances, production of the requested record may be postponed for a reasonable period in order to provide the affected parties with a reasonable opportunity to seek injunctive relief to prevent or limit disclosure. The City shall honor any order enjoining disclosure of a particular record issued from a court of competent jurisdiction. The City will notify affected parties of the need to name the requestor in any action filed to seek injunctive relieve to prevent or limit disclosure.
- m. **Redactions.** If the Public Records Officer determines that the record is exempt in part but can be made available after redaction of exempt portions, the request shall be granted; provided, that such exempt portions shall first be redacted subject to an Exemption/Redaction log. Nothing herein shall be construed as requiring the City to disclose portions of a requested document if the entire document is exempt from disclosure.
- n. **Inspection of records.** To the extent possible due to other demands, the Public Records Officer shall promptly provide space to inspect public records at Marysville Civic Center or another appropriate location. The requestor must claim or review the assembled records within thirty days of the Public Records Officer's notification that the records are available for inspection or copying. The Public Records Officer will notify the requestor in writing of this requirement and suggest that he or she contact the Public Records Officer to make arrangements to claim or review the records.

If the requestor or a representative of the requestor fails to claim or review the records within the thirty-day period, or make other arrangements, the Public Records Officer may close the request and re-file the assembled records. If the same requestor makes a subsequent records request for the same or very similar records, the request will be processed as new requests and other public records requests can be processed before the new request in the most efficient manner determined by the Public Records Officer.

The Act does not allow a requester to search through the City's files for records which cannot be identified or described to the City.

Members of the public may not remove documents from the viewing area or disassemble or alter any document.

- o. **Providing copies of records.** The requestor shall indicate which documents he or she wishes to have copied using a mutually agreed upon non-permanent method of marking the desired records. City personnel will remain physically present with the requestor during the record inspection process. After inspection is complete, the Public Records Officer will arrange for copying. Making a copy of an electronic record is considered copying and not creation of a new record.
- p. **Providing records in installments.** When the request is for a large number of records, or requires an extensive or complicated search or review of responsive records, the Public Records Officer will provide for inspection and copying of responsive records in installments if he or she reasonably determines that it would be practical to provide the records in that way. If the requestor fails to inspect the entire set of records or one or more of the installments within fifteen days, the Public Records Officer may stop searching for or processing the remaining records and close the request.

Sometimes a requestor finds the records he or she is seeking at the beginning of a request. If so, the requestor should communicate with the City that the requested records have been provided and that he or she is canceling the remainder of the request.

- q. **Completion of inspection.** When the inspection of the requested records is complete and all requested copies are provided, the Public Records Officer will indicate that the City has completed a diligent search for the requested records and made any located non-exempt records available for inspection.
- r. **Closing withdrawn or abandoned requests.** If the requestor withdraws the request, fails to fulfill his or her obligations to inspect the records, or fails to pay the deposit or final payment for the requested copies, the Public Records Officer will close the request and indicate to the requestor that the City has closed the request. The Public Records Officer will document closure of the request and the conditions that led to closure.

- s. **Later discovered documents.** If, after the Public Records Officer has informed the requestor that the City has provided all available records, the City becomes aware of additional responsive documents that existed on the date of the request, the Public Records Officer will promptly inform the requestor of the additional documents and provide them on an expedited basis.
- t. **No duty to create records.** The City is not obligated to create a new record to satisfy a records request; however, the City may, in its discretion, create such a new record to fulfill the request where it may be easier for the City to create a record responsive to the request than to collect and make available voluminous records that contain small pieces of information responsive to the request,
- u. **No duty to supplement responses.** The City is not obligated to hold current records requests open to respond to requests for records that may be created in the future. If a public record is created or comes into the possession of the City after a request is received by the City, it is not responsive to the request and will not be provided. A new request must be made to obtain later-created public records.

Section 7. Processing requests for electronic records.

An “electronic record” includes those public records which are stored on machine readable file format. If a record is created in an electronic format, the electronic record is the primary record and is subject to provisions of chapter 42.56 RCW, the Public Records Act. Electronic records must be retained in electronic format and remain usable, searchable, retrievable and authentic for the length of the designated retention period. Printing and retaining a hard copy is not a substitute for the electronic version. Responses to public record requests for electronic records other than those in common file formats such as pdf or similar formats will be coordinated through the Public Records Officer.

Section 8. Exempt and prohibited disclosure of public records.

The City is not required to permit public inspection and copying of records for which public disclosure of the record is prohibited, restricted, or limited by state or federal statute or regulation.

- a. The City is prohibited by statute from disclosing lists of individuals for commercial purposes.
- b. The Public Records Act, chapter 42.56 RCW, provides that a number of document types and information are prohibited from being disclosed or are exempt from public inspection and copying. A current list of these prohibitions and exemptions will be provided upon request by the Public Records Officer and is available on the Municipal Research and Services Center web site at www.mrsc.org search for publication titled “Public Records

Act for Washington Cities, Counties and Special Purpose Districts” (scroll to Appendix C).

- c. In addition, other statutes may exempt or prohibit disclosure of other documents and information. A current list of these prohibitions and exemptions will be provided upon request by the Public Records Officer. Alternatively, the requestor may review a list of other statutes outside the Public Records Act that may prohibit or exempt disclosure of certain information from the Municipal Research and Services Center website at www.mrsc.org search for publication titled “Public Records Act for Washington Cities, Counties and Special Purpose Districts” (scroll to Appendix C)..
- d. The City’s failure to list an exemption shall not affect the effectiveness of the exemption.

Section 9. Costs of providing copies of public records.

Per state law, the City is not allowed to charge for locating a public record or for making records available for review or inspection. The City may charge, however, for the actual costs of copying public records, including the staff time spent making the copies. This provision includes responses to public records requests for electronic records.

- a. **Fee schedule.** The charge for standard black-and-white photocopies is fifteen cents per page. The charge for standard scanned copies is ten cents per page. The charges for providing electronic records are five cents for every four electronic attachments uploaded to an electronic delivery system and ten cents per gigabyte of data transferred.

The City Council authorizes the City Clerk to periodically update and post a fee schedule for various other non-standard public records or those in other formats or media. The fee schedule may be found online at www.marysvillewa.gov on the City Clerk’s webpage. A statement of the factors and manner used to determine the specific fees will be provided upon request to the Public Records Officer.

If the City has to pay an outside firm for duplicating records in non-routine formats such as photographs, blueprints, maps or tape recordings, the actual cost will be passed along to the requestor.

- b. **Estimate of costs for requestor.** If a requestor asks, the City must provide a summary of the applicable charges before copies are made and the requestor may revise the request to reduce the number of copies to be made, and thus the applicable charges.
- c. **Faxing and mailing charges.** The City may also charge actual costs of long distance facsimile transmission and/or mailing, including the cost of the shipping container.
- d. **Sales tax.** The City will not charge sales tax on copies of records.

- e. **Use of other copying services.** The City is not required to copy records at its own facilities and may use a commercial copying center, in its sole discretion. If applicable, the City will bill the requestor for the amount charged by the vendor.
- f. **Deposit or payment by installments.** Before beginning to copy records, the Public Records Officer may require a deposit of up to ten percent of the estimated costs of copying the records selected by a requestor. The Public Records Officer may also require the payment of the remainder of the copying costs before providing all the records, or the payment of the costs of copying an installment before providing that installment.
- g. **Method of payment.** Payment may be made by cash, check, or money order to the City of Marysville or other City approved payment method.
- h. **Waiver of copying charges.** The Public Records Officer has the discretion to waive copying charges for small requests, or for individuals or government agencies doing business with the City if the Public Records Officer determines that this action is in the best interest of the City.

Section 10. Denials of requests for public records.

- a. **Petition for internal administrative review of denial of access.** Any person who objects to the initial denial or partial denial of a records request may petition in writing (including by email) to the Public Records Officer for a review of that decision. The petition shall include a copy of or reasonably identify the written statement by the Public Records Officer or designee denying the request.
- b. **Consideration of petition for review.** The Public Records Officer shall promptly provide the petition and any other relevant information to (Public Records Officer's supervisor or other City official designated by the City to conduct the review). That person will immediately consider the petition and either affirm or reverse the denial within two business days following the City's receipt of the petition, or within such other time as the City and the requestor mutually agree to; and notify the requestor in writing of the decision. The written decision shall constitute final agency action for the purposes of judicial review.
- c. **Judicial review.** Any person may obtain court review of denials of public records requests pursuant to RCW 42.56.550 after the initial denial regardless of any internal administrative appeal.

Section 11. Requests for Court Records.

Court records do not fall under the Public Records Act (chapter 42.56 RCW). Court Records are governed by the following WA State Court General Rules:

- a) GR 31 for the access to court records;

- b) GR 31.1 for the access to administrative records; and
- c) Other General Rules in effect or adopted in the future that are applicable to the JIS statewide information and processing.
- d) GR 15 for the destruction, sealing, and redaction of court records;

Please make Court records requests online (www.marysvillewa.gov/94/Public-Records-Request) or by completing the Court Records Request Form (available online) and sending to:

Marysville Municipal Court
Attention: Records
501 Delta Ave
Marysville, WA 98270

Telephone: 360-363-8050
Fax: 360-657-2960

You will be notified of the cost of your request. Prepayment may be required.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Parks Director Tara Mizell, Parks, Recreation & Culture

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Strawberry Festival Management Agreement

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Agreement with MaryFest, Inc. for Strawberry Festival Management.

SUMMARY: Maryfest Inc. has submitted a bid to run the Marysville Strawberry Festival Proposal for consideration by the City Council. The 2024 Proposal includes multiple events presented to the community. Maryfest has the option to renew operations of the festival for up to four (4) years. As per MMC 5.48.050 to exercise this option the festival sponsor, each year, shall submit a new festival proposal for approval by the City Council and shall pay a new festival permit fee.

Staff has met with Maryfest officials to discuss the proposal in its entirety and supports the proposal.

ATTACHMENTS:
Maryfest.pdf

**CITY OF MARYSVILLE
STRAWBERRY FESTIVAL MASTER PERMIT/ AGREEMENT
ISSUED TO**

MARYFEST, A NON-PROFIT CORPORATION

WHEREAS, MARYFEST, A NON-PROFIT CORPORATION (hereafter “Applicant” or “Maryfest”) has submitted a festival proposal for the Strawberry Festival pursuant to MMC 5.48; and

WHEREAS, the Marysville City Council awarded the festival permit to MARYFEST, A NON-PROFIT CORPORATION (Applicant) on September 11, 2023; and

WHEREAS, the Marysville City Council in its discretion pursuant to MMC 5.48.050 has granted MARYFEST, A NON-PROFIT CORPORATION (Applicant) as the festival sponsor an option to renew the permit without public competition for up to five years;

THEREFORE, the Master Permit is issued with the following terms and conditions.

1. TERM

- A. First year Annual Proposal/Permit Period for June 8 through June 16, 2024. Festival Proposal for 2024 is attached as Exhibit B.
Options to renew for the years 2025, 2026, 2027 and 2028.

Pursuant to MMC 5.48.050, to exercise this option the festival sponsor, each year, shall submit a new festival proposal for approval by the City Council and shall pay a new festival permit fee. The festival Proposal for each year shall be in substantially the same form as the Festival Proposal/Permit attached as Exhibit B.

2. APPLICANT/SPONSORING AGENCY

Sponsoring Agency: MARYFEST, A NON-PROFIT CORPORATION
Business Address: PO BOX 855, Marysville WA 98270
Business Telephone: 360-659-7664
Business Fax: 360-651-9854
Email: www.maryfest.org@gmail.com
Tax Identification: 23-7432611

Sponsoring Agency Official(s) of Record:

Name: Gail Frost Title: President
Cell Number: 206-777-5282

3. GENERAL RULES AND REGULATIONS FOR ALL STRAWBERRY FESTIVAL PERMITS.

A. Annual Permit Fees and Conditions

1. FEE: The Annual Permit Fee for the sponsoring organization Maryfest will be in the amount of \$500.00 payable within 30 days of City Council approval of the Annual Festival Proposal.

2. Award of the Strawberry Festival Annual Master Permit shall not be construed as constituting the Strawberry Festival or Maryfest, a Non-Profit Corporation as a governmental or proprietary activity, event or function of the City of Marysville, nor shall it be construed as constituting the Festival sponsor(s) as agents of the City of Marysville.

3. This Strawberry Festival Annual Master Permit is authorization to use City of Marysville Facilities only. It no way replaces any permit or license required by any other governmental regulatory organization for the activities identified herein.

B. Festival Sponsor Responsibility - Indemnification

Maryfest shall assume all responsibility and liability for the conduct and management of the Annual Strawberry Festival, and the finances thereof.

Maryfest shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any claims injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this festival and agreement, including actions or inactions of persons participating or providing services in the event or from spectators, citizens, and other persons attending the events, except for injuries and damages caused by the sole negligence of the City.

C. Insurance Coverage(s)

Maryfest agrees that it will maintain in force, at its own expense, a liability insurance policy which will insure Maryfest and the City of Marysville, its appointive and elected officers, employees and agents from any suits, claims or action brought against the City by any person or persons and from all costs and expenses of litigation brought against the

City, its appointive and elected officers, employees and agents for such injuries to persons or damages to property occurring during the term of this Agreement or thereafter that result from performance or nonperformance by Maryfest of the obligations set forth in this Agreement. Such insurance policy shall be written for a period to include twenty-four (24) hours prior to the first of any and all activities presented by the Annual Festival Permit and extending for a period not less than twenty-four hours (24) following the completion of the event, including activities associated with the post Festival activities required to complete all events.

Maryfest's maintenance of insurance as required by the agreement shall not be construed to limit the liability of Maryfest to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Maryfest shall provide a certificate of insurance evidencing:

Minimum Scope of Insurance

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit. The City shall be named as an additional insured on Maryfest's Commercial General Liability insurance policy using ISO CG 20 10 10 01 with CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

Other Insurance Required – As Applicable

Alcohol – If event activities includes alcohol available for consumption, whether sold or not, Maryfest shall procure and maintain for the duration of the event Liquor Liability insurance in the amount of \$2,000,000 each occurrence. The City is to be named as an additional insured on Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the City.

Athletic Participant Events – If event activities include athletic events, the General Liability insurance shall include coverage for participant liability with limits of not less than \$2 million per occurrence.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. Maryfest, a Non-Profit Corporation's insurance coverage shall be primary insurance as respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Maryfest, a Non-Profit Corporation's insurance and shall not contribute with it.

Notice of 2. Cancellation of Insurance.

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

Acceptability of Insurers

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

Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work

In case of breach of any provision of this section, the City may at its options and with no obligation to do so, provide and maintain at the expense of Maryfest such types of insurance in the name of Maryfest as the City may deem proper, and may deduct or charge costs from any sums which may be found or become due to Maryfest under this Agreement or may demand Maryfest promptly reimburse the City for such costs.

D. Independent Contractor

It is further agreed by and between the parties that because this Agreement shall not constitute nor create an employer-employee relationship, Maryfest shall be responsible for all obligations relating to federal income tax, self employment, FICA taxes and contributions, and all other so-called employer taxes and contributions, including, but not limited to, industrial insurance (Worker's Compensation), and that Maryfest agrees to hold the City of Marysville harmless from any claims, valid or otherwise, made to the City because of these obligations.

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

Maryfest shall comply with all applicable provisions of the Fair Labor Standards Act and other legislations affecting its employees and the rules and shall save the City free, clear

and harmless from all actions, claims, demands and expenses arising out of said act and rules and regulations that are or may be promulgated in connection herewith.

Maryfest assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, license, excises or payments required by city, state and federal legislation which are now, or may during the term of this Agreement be, enacted as to all persons employed by Maryfest and as to all duties, activities and requirements by Maryfest in performance of the work under this Agreement and Maryfest shall assume exclusively liability therefore, and meet all requirements there under pursuant to any rules or regulations that are now or may be promulgated in connection herewith.

E. Non Discrimination

Maryfest nor any officer, agent or employees shall not discriminate in the provision of service under this contract against any individual, partnership, or corporation based upon race, religion, sex, creed, place of origin, or any other form of discrimination prohibited by federal, state or local law.

F. Annual Festival Events and Activities

All proposed festival events and activities are to be identified through the Strawberry Festival Annual Proposal no later than April 1 of the Festival year. The Festival Events and Activities schedule is to be submitted for review by the City Clerks Office and each City Department or Division identified providing support. The Festival Events and Activities schedule must also identify all sponsoring or hosting entities prior to approval of the Master Permit. The Proposal shall also identify all advertising and promotional efforts for distribution throughout the Pacific Northwest. All schedules are to be provided to the City's Public Information Officer for community distribution through the Community Access Channel and other City advertising resources. The Proposal shall designate the geographical boundaries of the festival area and may include provisions within the area for festival parades, carnivals, sporting and recreational events.

G. Use of Public Property

All public streets and facilities to be utilized for the permitted year are to be identified in the Annual Festival Proposal and updated annually for approval. Facilities or events not identified within the Annual Festival Proposal Exhibits are not covered within the annual permit and will not be considered permitted or authorized activities. Use of public facilities that require advanced reservations, facility use agreements and or additional use considerations must be identified on an annual basis no later than 90 days before the first day of all festival activities. Facilities not reserved and or utilized by the permitted agency may become available for other uses under the requirements of any required facility use agreements enforced by the City. The sponsoring organization is prohibited from charging any type of admission or entry fee requirement in public park facilities owned and operated by the City of Marysville. Admission or entry fees may be charged when using indoor facilities owned by the city and rents to the general public and/or registered non-profit organizations for fund raising opportunities allowed by law.

H. Vendor Facilities and Structures

All proposed vendors and structures housed on publicly owned and or private property are to be identified within the Annual Festival Proposal. Vendors not submitted will not be authorized to conduct business under the benefits of the Master Permit and will not be considered associated with the Strawberry Festival and subject to the requirements of the City of Marysville Municipal Code. Portable facilities erected or delivered for public use are to be identified within the organizations insurance coverage(s). Such facilities are to be inspected prior to authorized use by the general public. Maryfest will provide a copy of all participating vendors each year to the Finance Director to verify sales tax reporting requirements.

I. Risk Management Plan

Maryfest will establish a Risk Management Plan that will identify any potential catastrophic losses or events during the length of the Festival. The plan is to be submitted as an element of the Annual Festival Proposal. The plan must develop and maintain overall policies and procedures for risk control, including security, personal safety, automobile safety, fire prevention, emergency planning and legal liability, using internal or city assistance. The Risk Management plan is to identify the following basic criteria for the safety of all participants specifically during the Festivals largest attendance events such as:

1. Parade Route Safety Features and Evacuation Plan
2. Market in the Park Safety Requirements and Evacuation Plan
3. Special Venue Safety Requirements and Evacuation Plan
4. Carnival Site Safety Requirements and Evacuation Plan

Maryfest is to identify the current Risk Manager annually within the Proposal. The Risk Manager is to provide immediate notification to the City Clerk of any potential loss or claim as a result of participation in any of the authorized Festival Events.

J. Special Conditions

Special Conditions may be required of the Master Permit during the permitted year. See attached **Special Conditions Exhibit A** if applicable.

K. Severability

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

L. Exhibits.

The recitals and attached Exhibits are incorporated into and shall be considered a part of this Agreement.

IN WITNESS WHEREOF, the City and Maryfest have executed this Agreement as of the date first above written.

Date this ____ day of _____, 2023__.

THE CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

APPROVED AS TO FORM:

ATTEST:

By _____
JON WALKER, City Attorney

By _____
TINA BROCK, Deputy City Clerk

MARYFEST, A NON-PROFIT CORPORATION

By _____
PRESIDENT

Special Conditions Exhibit A

1. Maryfest may be responsible for damages to any city owned facilities and or equipment utilized during the overall length of the festival. Responsibility includes repairs and or replacement of any damaged equipment and or fixtures.
2. Traffic controls not available through the City's inventory will be the responsibility of Maryfest
3. Effective 2020, Maryfest will reimburse to the City additional expenses incurred by the Marysville Police Department and Marysville Street Department, not to exceed \$15,000, for day of event costs that exceed normal operational costs including overtime and equipment rental(s). The City of Marysville will invoice Maryfest and include a detailed breakdown of incurred expenses.
4. The City reserves the right to cancel its obligations to Maryfest in the event of a public emergency requiring city forces and equipment.
5. Advertising of all festival activities is important to the success of the festival and promotion of the City of Marysville. Festival Sponsors are encouraged to work with the City's Community Information Officer in year-round promotions of the Strawberry Festival. The City requests that an ex-officio position be assigned to the sponsors operating board or Board of Directors to maintain open and current communications of all planned activities. State wide promotion of the Strawberry Festival shall include various marketing strategies and programs that are designed to attract tourism throughout Washington, Oregon and British Columbia. Maryfest agrees to maintain a full time web site that provides the annual calendar of events no later than May 1st of each festival season. Related brochures and guides are to be published within 30 days of the actual festival dates.
6. Beer Garden:
If the Applicant hosts or allows any vendor to operate a Beer Garden, the Applicant and the vendor must show full compliance with all applicable applications, permits, insurance requirements, laws, regulations and codes within 15 DAYS (time period) prior to the event.

EXHIBIT B
ANNUAL STRAWBERRY FESTIVAL PROPOSAL 2024



August 25, 2023

Marysville City Clerk's Office

501 Delta Ave, Marysville, WA 98270

RE: RFP Submission from Maryfest, Inc.

Maryfest, Inc., a 501 (c) (3) non-profit organization, is pleased to present our Request for Proposal to the City of Marysville to produce the 2024 Annual Strawberry Festival. Pursuant to instructions provided by the City of Marysville, we are complying with those instructions. Maryfest, Inc. became incorporated as a non-profit 501 (c) (4) in 1974 and has continually produced the annual festival since its inception.

Maryfest, Inc. staff is comprised entirely by volunteers to include Executive Board Members, General Board Members and Volunteers. The Executive Board is comprised of a President, Vice-President, Secretary and Treasurer. All Executive Board members retain their position for a term of one (1) year in their specific capacity. The General Board member's tenure is a two (2) year term after which they will be subject to re-election to their continuation as a board member. All positions within Maryfest, Inc. are entirely non-compensated.

The scope of Maryfest Inc. extends beyond producing the annual Strawberry Festival in the 3rd week of June each year. Additionally, the organization builds a float conveying the Strawberry theme yearly, This float and Maryfest, Inc. will travel to numerous communities throughout Washington State, Oregon and British Columbia, Canada each year promoting the citizens and business communities of Marysville, WA.

Maryfest, Inc. awards over \$17,950.00 in scholarships to local students who have qualified by becoming Festival Royalty.

There are numerous events that occur during festival week to include Market in the Park, Grand Parade, Carnival, and many other events which vary year to year. The Grand Parade proceeds down State Avenue and draws 150 entries from other Washington, Oregon and British Columbia communities. The Grand Parade attracts over 100,000 spectators each year. The Market, located at Asbery Field displays approximately 200 vendors from distances as far away as Florida, Arizona, Alaska, Texas and many other states. The Market alone draws 20,000 to 30,000 visitors. In addition to drawing people from outside Marysville, many other community festivals send representatives to Strawberry Festival each year for the weekend events. This benefits local lodging facilities, area restaurants and, of course, local businesses.

All insurance is on file with the City of Marysville. Respectfully submitted this day, August 25, 2023

Maryfest, Inc. PO Box 855 Marysville, WA 98270 PH 360-659-7664 Fax 360-651-9854



2024 Strawberry Festival Permit Proposal

Prepared for: City of Marysville

Prepared by: Maryfest, Inc.

Welcome to 92nd Annual Marysville Strawberry Festival

We are pleased to present the Grand Parade, Golf Tournament, Trike Race, Car Show, the Market, the Carnival, and all other crowd favorites for the 2024 festival.

We are very excited to continue working with and promoting the City of Marysville for another four years.



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ORGANIZATION

History

Strawberry Festival has been a Marysville tradition since 1932. In 1974

Maryfest, Inc., the sponsoring organization for the Marysville Strawberry Festival, was formed. The primary purpose of Maryfest is to promote the

Strawberry Festival and the City of Marysville throughout the Pacific Northwest, Oregon and Canada. The has been and continues to be accomplished through the annual festival and the travel of the festival float and its representative. Maryfest, Inc. is a 501(c)3 nonprofit organization.

Mission Statement

Promote tourism for the City of Marysville, the surrounding communities, and their businesses. Promote educational opportunities for the area Youth through scholarship programs and other events. Promote Volunteerism.

Legal Structure

Management of the Corporation, Maryfest, Inc. is vested in the Board of

Directors, consisting of seven (7) members. The Executive Board and

Officers include the President, the Vice President, Secretary and Treasurer.

Officers, Board Members, Event Directors and Committee Members are all non-paid volunteers residing in the City of Marysville and surrounding areas.

Membership and Funding

Members of Maryfest, Inc., shall be individuals, co-partnerships,

Corporations, Associations and firms of every type and description that Shall be interested in promoting Marysville. Membership fees are approved by the Board of Directors.

Some funding for the Strawberry Festival is acquired by Sponsorships, Donations and Grants. With one of the grants being applied for being the City of Marysville Hotel/Motel Tax.



ORGANIZATION

Insurance

Insurance coverage for Maryfest, Inc and for all Strawberry Festival events is provided through Capitol Indemnity Corp., North Bend, IN, which is currently "A" rated.

The local insurance agency for Maryfest, Inc., is Marysville-Anderson Insurance Agency located at 13805 Smokey Point Blvd. Ste 1-5, Marysville, WA 98270. Their phone number is 360-653-0900.

The City of Marysville and the Marysville School District #25 are named as additional insured in the liability policy of \$1 million per occurrence and \$2 million aggregated per event during the Strawberry Festival. A

Certificate of Insurance is required for all motorized units, equestrian units, and food vendors with the City of Marysville, the Marysville School District #25, Maryfest, Inc., and their employees and volunteers' names as additional insured.

Our policy covers us all year. A copy will be provided to the City of Marysville.

Advertising

Some of the advertising we are planning includes radio and television, and other stations still under consideration. Everett Herald will be producing the Official Festival Program Guide and ads will be placed in the Herald, and various Sound Publishing newspapers throughout Puget Sound. Posters and counter cards will be printed and are targeted to distributed middle of May.

Our major sponsor is the Tulalip Resort Casino.

We are still in the process of obtaining more sponsors. All Sponsors will be posted on the festival website and the sponsor page in the Official Program.

Bleachers

Maryfest, Inc., owns remote controlled hydraulic bleachers. The bleachers are 45 feet long, portable, and take 30 minutes to set up and take down. The bleachers will be used at the Grand Parade and any other event where they are needed.

Portable Restroom Placement (*Locations/numbers subject to change)

Portable Restrooms are provided by **DTG Recycle, (425)549-3000.**

SATURDAY: June 15th, 2024, a total of 17 STANDARD RESTROOM UNITS will be placed in the following locations:

2 on 78th , corner of alley on East side, under billboard

2 on 76th Street, at Key Bank, Across from Grand Buffett on Sidewalk

2 Across the street from O'Reilly's Auto Parts on East side of State Ave

1 on Grove Street, next to Lady Bug coffee stand, NE corner sidewalk

1 at the Buzz Inn in front of sign saying, "Nightly specials" SW corner sidewalk

2 at corner of 10th SE corner, Union Bank sidewalk

2 at Community Center, SE near sign saying "Community Center."

4 at Totem Middle School- AWAY from the Rose Garden, close to 7th, NE Sidewalk

1 on 5th Street corner, NE sidewalk

THURSDAY: June 13th, early morning delivered to Asberry Field, for the Market

8- Standard Restroom Units

1-ADA Compliant

5 Free-Standing sinks

1 Holding tank

THURSDAY: June 13th, one each delivered to 3rd Street, and Columbia for Trike Race and

Car show

2 Standard Restroom Units

5

Evacuation Plans

MARKET: 1. Three (3) of four (4) gates are always open during market hours. In case of Emergency and evacuation, Gate #4 (located at back of field on Quinn) will be opened immediately. 2. Market Crew will terminate all electrical power at main box located at North end of field if necessary. 3. Market committee has a Certified Red Cross First Responder on site. 4. Two (2) fire extinguishers are located at the Market office, motor home at main gate on Alder. 5. In case of severe lightning storm, once field is evacuated all gates will be closed and no one will be allowed into field until weather permits. Please see attached map given to each vendor welcome packet for emergency exits.



Personnel

As all the Board Members and Officers are non-paid volunteers the festival office, located At 5019 Grove St., Unit #103-A is not regularly staffed. Someone will be in the office every day during the Month of June, although hours will not be consistent.

*** Board Members and Officer Phone numbers and address's listed are for official use ONLY, and not to be given to the public.

PRESIDENT

Gail Frost
7717 72nd St NE
Marysville, WA 98270
HM 206-777-5282

frostgail@ymail.com

VICE-PRESIDENT

Tom King
3113 Sunnyside Blvd
Marysville, WA 98270
HM 425-238-0994

Sunnysiders1981@gmail.com

TREASURER

Karen Hammontree
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Tulalip, WA 98271
HM 425-870-1632
cktree@frontier.com

SECRETARY

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4806 72nd Dr. NE
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503-580-5911
sean@5rightsbrewing.com

BOARD MEMBER

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6006 74th St, NE
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myfalden@aol.com

BOARD MEMBER

Vikki Belmont
6018 101st Pl. NE
Marysville, WA, 98270
425-387-2911
jvaabelmont@gmail.com

BOARD MEMBER

Mikki Burkholder
4612 71st Dr. NE,
Marysville, WA, 98270
425-238-8586



2024 Traveling Float Schedule

Parades 2024:

Daffodil	April 6 th
Wenatchee Apple Blossom	May 4 th
Hyack/New Westminster, BC	May 25 th
Portland Starlight	June 1 st
Marysville Grand Parade	June 15 th
Olympia Capital Lakefair	July 13 th
Seattle Seafair Torchlight	July 27 th
Penticton, BC	August 10 th
Leavenworth Autumn Leaf	Sept 21 st
Merrysville for the Holidays	Dec 7 th

(*More parades may added at a later date)

EVENTS BY DAY

Saturday- June 8th 8:00 a.m. to 5:00 p.m.

Golf Tournament- Cedarcrest Golf Course

Saturday, June 8th & Sunday, June 9th 9:00 a.m. to 5:00 p.m.

Pickleball Tournament- Jennings Park

Tuesday, June 11th 12:00 noon to 2:00 p.m.

April Friesner royalty Scholarship Fund Luncheon
Marysville Opera House, 1225 3rd Street, Marysville

Thursday, June 13th

6:00 p.m. to 8:00 p.m. Trike Race on 3rd Street

4:00 p.m. to 10:00 p.m. Carnival- Marysville Middle School-athletic Field

Friday, June 14th

4:00 p.m. to 10:00 p.m. Carnival- Marysville Middle School-athletic Field

1:00 p.m. to 9:00 p.m. Market- Totem Middle School- Asbery Field

Saturday, June 15th

10:00 a.m. to 4:00 p.m. Beanbag/Cornhole Tournament-Behind 5 Rights Brewery, 3rd Street

12 noon to 11:00 p.m. Carnival- Marysville Middle School-athletic Field

10:00 a.m. to 9:00 p.m. Market- Totem Middle School- Asbery Field

9:30 a.m. to 10:00 a.m. Rose-Planting Ceremony- Totem Middle School- on State

11:30 a.m. to 12:30 p.m. Strawberry Shortcake Eating Contest- Asbery Field

5:00 p.m. to 9:00 p.m. GRAND PARADE-Down State Ave from 76th Street to Delta

Sunday, June 16th

9:00 a.m. to 4:00 p.m. Car show- 3rd Street

1:00 p.m. 'til Fun Ends! Carnival- Marysville Middle School-athletic Field

10:00 a.m. to 5:00 p.m. Market- Totem Middle School- Asbery Field

***Carnival hours are weather permitting and dependent upon school hours, if necessary.



EVENT CONTACT INFORMATION

Marysville Tulalip Chamber of Commerce Golf Tournament

Date: Saturday, June 8th, 2024

Time: 8:00 a.m.-5:00 p.m.

Location: Cedarcrest Golf Course, 6810 84th St. NE, Marysville, WA, 98270 Contact: Gail Frost 206-777-5282

Pickleball tournament

Date: Saturday, June 8th & 9th, 2024

Time: 9:00 a.m.-5:00 p.m.

Location: Jennings Park

Contact: Randy Gritton 425-239-9651

April Friesner Scholarship Fund royalty Luncheon & Fashion Show

Date: Tuesday, June 11th, 2024

Time: 12 noon to 2:00 p.m.

Location: Marysville Opera House, 1225 3rd Street, Marysville, WA, 981270

Contact: TBD

Trike Race

Date: Thursday, June 13th, 2024

Time: 6:00 p.m. to 9:00 p.m.

Location: 3rd Street between State and Third Street Books

Contact: Sean Seifert 503-580-5911

Funtastic Carnival

Dates: Thursday, June 13th – Sunday, June 16th, 2024

Time: TBD***Dependent upon School hours and weather

Location: Marysville Middle School

Contact: Funtastic Rob Rue 503-761-0989 or 503-519-8388

Local Contact: Gail Frost 206-777-5282

Market in the Park

Dates: Friday, June 14th- Sunday, June 16th, 2024

Times: Friday: 2:00 p.m. to 9:00 p.m.

Saturday: 10:00 a.m. to 9:00 p.m.

Sunday: 10:00 a.m. to 5:00 p.m.

Location: Asbery Field

Contact: Tom King 425-238-0994

Veronica Hamblin 425-870-4275

EVENT CONTACT INFORMATION, Continued

Strawberry Shortcake Eating Contest Date: Saturday, June 15th

Time: 11:30 a.m. to 12:30 p.m.

Location: Totem Middle School- Asbery Field

Contact: Tom King 425-238-0994

Veronica Hamblin 425-870-4275

CP Wrestling Date: Saturday, June 15th

Time: 11:30 a.m. to 12:30 p.m.

Location: Totem Middle School-Asbery Field

Contact: Doug Buell 425-308-2716

Rose-Planting Ceremony Date: Saturday, June 15th

Time: 9:30 a.m. to 10:00 a.m.

Location: Totem Middle School along State Ave.

Contact: Gail Frost 206-777-5282

GRAND PARADE Date: Saturday, June 15th

Time: 5:00 p.m. to 9:00 p.m.

Location: Stave Avenue from 76th to Delta

Contact: Sean Seifert 503-580-5911

Gail Frost 206-777-5282

VIP Transportation Dates: Friday, June 14th to Saturday, June 15th

Time: 5:30 p.m. to 10:00 p.m.

Location: State Avenue

Contact: TBD

Car Show Date: Sunday, June 16th

Time: 9:00 a.m. to 4:00 p.m.

Location: 3rd Street

Contact: Mikki Burkholder 425-238-8586

Beanbag/Cornhole Toss Tournament Date: Saturday, June 15th

Time: 10:00 a.m. to 4:00 p.m.

Location: Alley behind 5 Rights Brewery on 3rd Street

Contact: Steve Miller 425-814-6034



REQUESTS FOR CITY HELP

Street Closures Assistance , 2024 *TO BE FINALIZED WITH MORE DISCUSSION WITH CITY**

"NO PARKING AFTER 1:00 PM SATURDAY, JUNE 15th" Signs posted with barricades on 5th and Delta

"NO PARKING AFTER 1:30 PM THURSDAY, JUNE 13th" Signs posted with Barricades on 3rd and Alder St for Trike Race

"NO PARKING AFTER 6 AM SUNDAY, JUNE 16th" Signs posted with Barricades on 3rd and Alder and between 2nd st and 4th street for Car Show

Saturday, June 15th

4:00 p.m. **Rolling Close** to start on 80th & State
Going South on State Avenue from 80th & Grove and Grove to 5th
76th St from State Ave to 43th
6th Street to 10th from State Avenue to Columbia
6th Street to 9th from State Avenue to Delta

4:00 p.m. Alder (43rd) Street from Grove to 76th

4:15 p.m. Grove Street from Cedar to 43rd

4:30 p.m. 5th Street from Cedar to 43rd

Sunday, June 16th

6:00 a.m. **Close 3rd Street**

5:00 p.m. **Re-open 3rd Street**

**Streets should be closed to all traffic with the exception of emergency vehicles and Festival officials. Special passes will be posted on all Festival vehicles. Sean Seifert 503-580-5911, Grand Parade Co-Chair with Gail Frost 206-777-5282, will work with City of Marysville for required permits.



Street Department Assistance, 2024:

In addition to the specific events below, street barricades are requested for all festival events requiring Street Closure signs (please see previous section). Maryfest, Inc., has already provided the required signage to the City of Marysville, Public Works Department. Public Works is currently in the possession of signage for posting. If replacement/repair of signage is required, please contact Gail Frost at 206-777-5282.

****Prior to Festival, but within the first week in May, until Monday, June 17th:**

ALL FESTIVAL BANNERS TO BE HUNG

Wednesday, June 12th

MARKET: Barricade placed at back gate of Asbery Field on Quinn.

Thursday, June 13th

4:30 p.m. to 8:00 p.m.

MARKET: Please drop off four (4) handicapped parking signs by 9:00 a.m.

Saturday, June 15th

2:00 p.m. to End of event

GRAND PARADE: Please see street closures above to determine how many barricades are needed.



REQUESTS FOR CITY HELP, Continued

Public Works Assistance, 2024:

Sanitation Department

Thursday, June 13th- Sunday, June 16th

Dumpsters for **MARKET**

4 dumpsters placed on corner of 7th & Alder next to fence

****Service is requested once per day in A.M. on all dumpsters**

Saturday, June 16th

GRAND PARADE:

Trash containers are in 1 block intervals on State Ave from 76th to 5th Street

Trash containers are in 1 block intervals on 5th Street from State Ave. to Delta St.



REQUESTS FOR CITY HELP, Continued

Police Assistance, 2024:

Friday, June 14th

Market: 2:00 p.m. to 9:00 p.m.

Occasional walk through to monitor Asbery Field

Saturday, June 15th

Grand Parade: 2:00 p.m. to End of Event

Assistance with crowd control and street closures

*Seafair Marshalls will assist in crowd control

Market: 10:00 a.m. to 9:00 p.m.

Occasional walk through to monitor Asbery Field

Market Security:

Private security will provide after hours patrols. Security Firm contact will be given to the Marysville Police Department.

Dates and times contract security is provided:

Thursday, June 13th,

Friday, June 14th,

Saturday, June 15th

***Hours for all three (3) nights: 9:00 p.m. to 6:00 a.m.

Carnival:

Carnival Manager will contact Marysville Police Department for any security needs. **Maryfest, Inc., is NOT responsible for Carnival security.**



REQUESTS FOR CITY HELP, Continued

Fire Department Assistance, 2024:

Saturday, June 15th

TIME: TBD

Grand Parade:

Fire Marshall requested at Marysville School District Administrative Offices for Float Inspections.

MARKET:

All food vendors and mobile food vendors will be required to have a fire inspection prior to Opening. They can contact the fire inspection line at 360-363-8525 to have the inspection scheduled prior to the event. If any mobile food vendor has a current inspection from the Regional Fire Marshalls and Mobile Food Inspection Program, it will need to be displayed for the inspector.

Any Questions may be directed to the Fire Department by emailing:
mfinspectors@marysville.wa.gov.

Or by calling the inspection line at 360-363-8525.



PARKS AND RECREATION DEPARTMENT

Parks and Recreation Assistance, 2024

Thursday, June 13th

Market: Usage from 6:00 a.m. Thursday, June 13th, to Sunday, June 16th

10 to 12 picnic tables to be used in Food Court

Electrical cord crossing guards

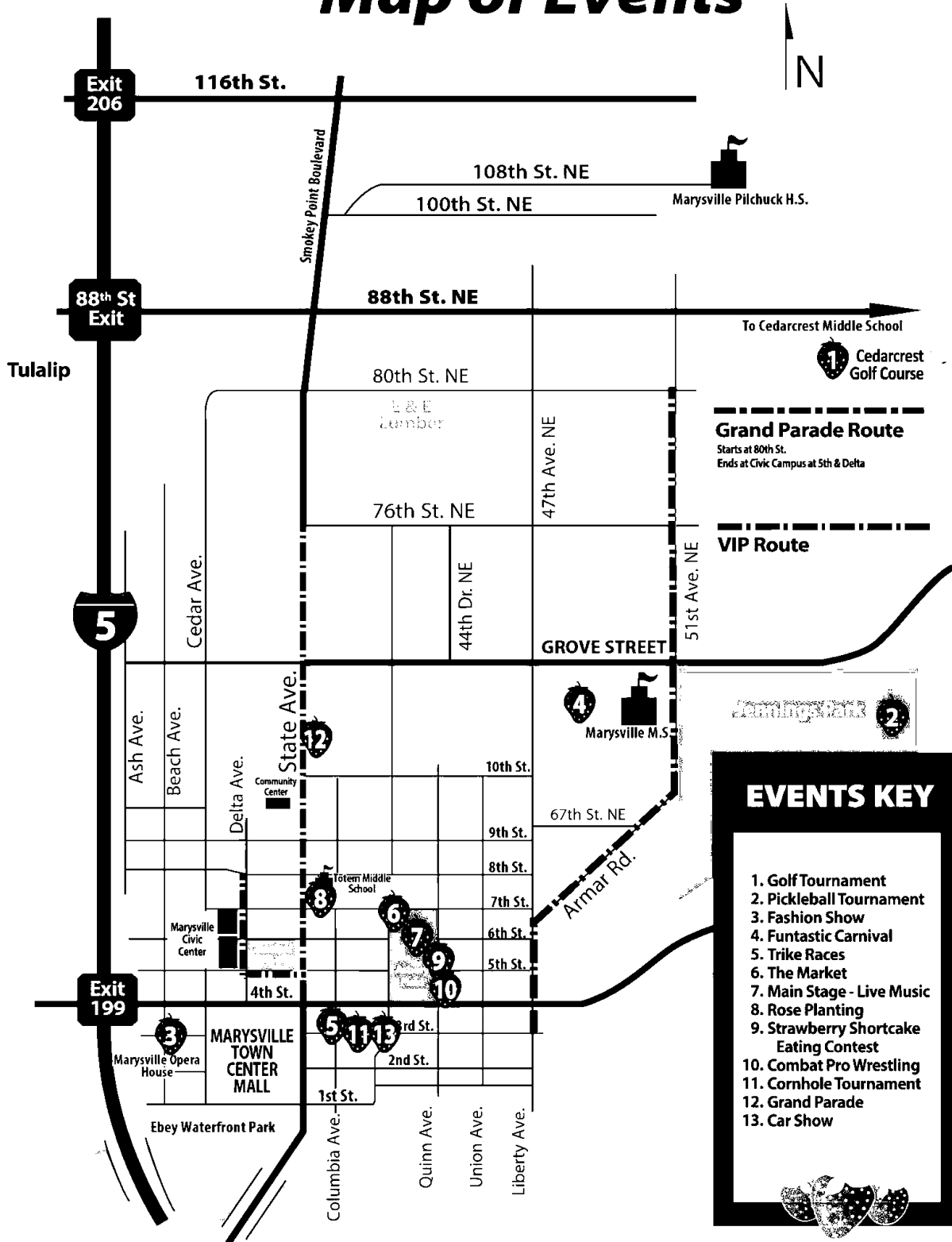
11 Electrical “spider” distribution boxes

City Hall Emergency Management:

Festival Risk-Assessment Management will coordinate with City Official, TBD.

Maps:

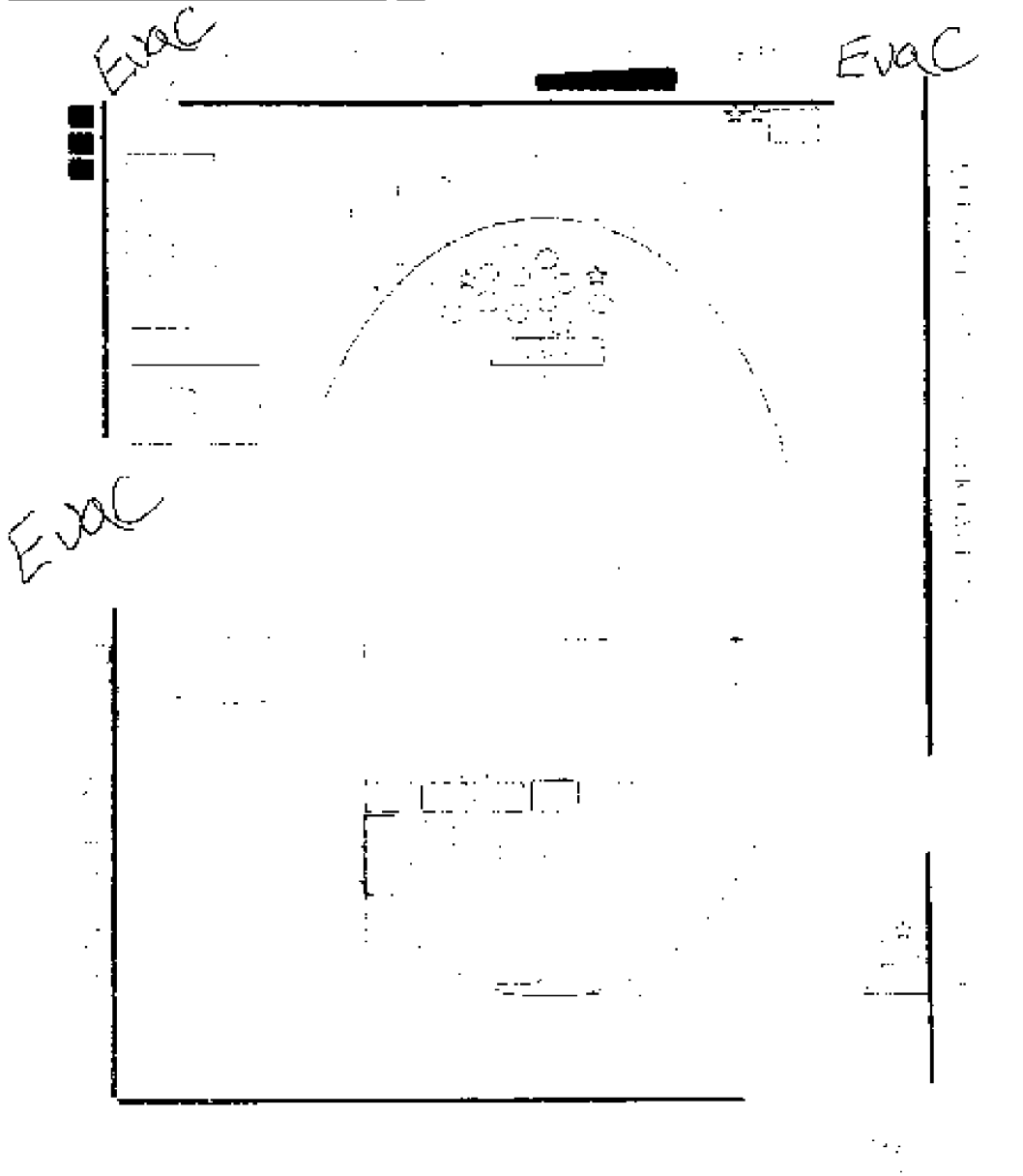
Map of Events



Market Evacuation Map



Market Evacuation Map





Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Parks Director Tara Mizell, Parks, Recreation & Culture

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** in Support of the Transfer of Ownership of Gissberg Twin Lakes Park from Snohomish County to the City

SUGGESTED ACTION: Recommended Motion: I move to adopt Resolution No. _____

SUMMARY: County leadership has requested we update resolution 2533 to reflect the new date of January 1, 2025 to transfer the property.

ATTACHMENTS:
Twin Lakes Resolution 8.25.23.docx

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, IN SUPPORT OF THE TRANSFER OF OWNERSHIP OF THE
GISSBERG TWIN LAKES PARK FROM SNOHOMISH COUNTY TO THE
CITY.**

WHEREAS, Snohomish County owns and operates the Gissberg Twin Lakes Park, located at 16324 Twin Lake, Marysville, WA, and

WHEREAS, the County desires transferring ownership of the Gissberg Twin Lakes Park to the City of Marysville; and

WHEREAS, the City desires to obtain ownership of the Gissberg Twin Lakes Park; and

WHEREAS, owning the Gissberg Twin Lakes Parks would provide a public benefit by allowing the City to operate and care for the Park; and

WHEREAS, the City previously adopted Resolution 2533, which expressed the Council's support for the City's assumption of ownership and stewardship of the Park, which transfer of ownership was expected to occur on January 1, 2024; and

WHEREAS, actual transfer of ownership of the park is now expected to occur on or about January 1, 2025; and

WHEREAS, the purpose of this resolution is to relay to the Snohomish County leadership the City Council's support for the City assuming ownership and stewardship of the park, while City and County staff continue to work on the final details of the planned transfer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the City supports the transfer of ownership of the Gissberg Twin Lakes Park from Snohomish County to the City, which transaction is expected to occur on or about January 1, 2025.

ADOPTED by the City Council at an open public meeting this _____ day of September, 2023.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Grant Coordinator Kari Chennault, Parks, Recreation & Culture

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** authorizing the Mayor and Grant Coordinator to act on behalf of the city in regard to grants from the Washington State Recreation and Conservation Office.

SUGGESTED ACTION: Recommended Motion: I move to adopt Resolution No. _____

SUMMARY: City staff would like to apply for grant funding from the Washington State Recreation and Conservation Office to allow for deferred maintenance activities at city parks as well as to purchase associated maintenance equipment. As a required attachment to the grant application the city is required to provide a signed resolution giving the applicant authorization and electronic signature authorization.

ATTACHMENTS:
 Resolution _Burton Review.docx
 Exhibit A-ApplicantAuthorization-ElectronicSignature.pdf

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AUTHORIZING THE MAYOR AND GRANT COORDINATOR
TO ACT ON BEHALF OF THE CITY IN REGARD TO GRANTS FROM THE
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE.**

WHEREAS, the City wishes to obtain grant funding from the state Recreation and Conservation Office (“RCO”) for the following project: Deferred Park Maintenance and Equipment Project; and

WHEREAS, the RCO requires organizations to designate authorized representatives to act on behalf of the organization for the purposes of executing the grant application, administering the grant, and executing any additional grant-related documents; and

WHEREAS, such authorization would be accomplished through the execution of the Applicant Authorization and Electronic Signature, attached hereto as Exhibit A, which document describes the role of the authorized representative; and

WHEREAS, the Mayor and Grant Coordinator are the appropriate persons to act as authorized representatives for the City in regard to this application; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, the Mayor and Grant Coordinator are designated as authorized representatives for the purposes of obtaining and administering grant funding from the state Recreation and Conservation Office, and the Mayor is authorized to sign the “Recreation and Conservation Office Applicant Resolution/Authorization” attached as Exhibit A.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_TINA BROCK, CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Exhibit A



Local Parks Maintenance Program Applicant Authorization and Electronic Signature

Organization Name (sponsor) City of Marysville

Resolution No. or Document Name _____

Project Number and Name 23-1561 MNT, DEFERRED PARK MAINTENANCE AND EQUIPMENT PROJECT

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS grant assistance is requested by our organization to aid in financing the cost of the Project referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant application (submission thereof)		Kari Chennault, Grant Coordinator	kchennault@marysvillewa.gov
Project contact (day-to-day administering of the grant and communicating with the RCO)		Kari Chennault, Grant Coordinator	kchennault@marysvillewa.gov
Agreement/amendment approver ¹	1	Kari Chennault, Grant Coordinator	kchennault@marysvillewa.gov
Agreement/amendment approver	2		
Agreement/amendment approver	3		
Agreement/amendment approver	4		
RCO Grant Agreement signer ²		Jon Nehring, Mayor	jnehring@marysvillewa.gov
Agreement amendments signer ²		Jon Nehring, Mayor	jnehring@marysvillewa.gov

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide updated documentation of authorized signers, if needed.

3. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
4. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
5. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
6. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
7. Our organization acknowledges that the grant will only be used for maintenance of local park property owned by our organization.
8. This resolution/authorization is deemed to be part of the formal grant application to the Office.
9. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises, and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title **Jon Nehring, Mayor** _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:

Location: _____ Date: _____

You may reproduce the above language in your own format; however, text may not change.

¹ **Agreement/Amendment Approver:** refers to an individual or several individuals who review and approve the electronic document and contacts RCO if corrections are needed. The approver does not sign the document. You may add more than one approver but please designate the order for routing purposes.

² **RCO Grant Agreement/Agreement Amendments Signer:** refers to the individual who must officially sign the document with an electronic signature and may be required to enter data such as title, date, agency name, etc. into fields. The signer of Agreements may differ from the individual who is delegated to sign Amendment documents, but we can only accept one signature per document.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: City Engineer Max Phan , Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Community Project Funding Grant Agreement for the Mother Nature’s Window Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Community Project Funding Grant Agreement for the Mother Nature’s Window Park project.

SUMMARY: The City was awarded a \$750,000 Community Project Funding grant, as administered by the Department of Housing and Urban Development (HUD), for the Mother Nature’s Window Park project. The City applied for these funds to re-establish public access to the park. These funds will be used to hire a consultant to provide planning services for the park, engineering design of the initial phase of development, and preparation of environmental compliance and permitting documents as required by HUD. Remaining grant funds will be used to hire a contractor to construct the initial phase of development. The initial phase of development will be focused on developing basic public accessibility features that do not exist within the park. Future phases of work will be focused on developing light recreation, environmental education, interpretative and community volunteering opportunities at the park.

- ATTACHMENTS:**
- 0_Grant Agreement B-23-CP-WA-1541.pdf
 - 1_HUD-1044_MNW_B-23-CP-WA-1541.PDF
 - 2_HUD-SF424_4_0-V4.0_MNW_B-23-CP-WA-1541.pdf
 - 3_HUD-19161_SF-LLL_MNW_B-23-CP-WA-1541.PDF
 - 4_HUD-SF-1199a_MNW_B-23-CP-WA-1541 FORM.pdf
 - Att 2 - MNW_Line Item Budget.pdf

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-WA-1541**

Grantee Name: City of Marysville

Grantee Address: 1049 State Ave. Marysville, WA 98270

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-WA-1541

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Marysville (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$750,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. **Approved Budget.** The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. **Project and Budget Changes.** All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. **Applicable Appropriations Act Conditions.** The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Assistance Award/Amendment

**U.S. Department of Housing
and Urban Development
Office of Administration**

1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment	
3. Instrument Number B-23-CP-WA-1541	4. Amendment Number	5. Effective Date of this Action 03/23/2023	6. Control Number
7. Name and Address of Recipient City of Marysville 1049 State Ave Marysville, WA 98270		8. HUD Administering Office CDP, Congressional Grants Division 451 7th Street, SW, Room 7146 Washington, DC 20410-7000	
10. Recipient Project Manager Jon Nehring		9. HUD Government Technical Representative Rommel Calderwood	
11. Assistance Arrangement <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input checked="" type="checkbox"/> Fixed Price	12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	13. HUD Payment Office Chief Financial Officer	
14. Assistance Amount		15. HUD Accounting and Appropriation Data	
Previous HUD Amount	\$ 0	15a. Appropriation Number	15b. Reservation Number EDE 23
HUD Amount this action	\$ 750,000	Amount Previously Obligated	\$ 0
Total HUD Amount	\$ 750,000	Obligation by this action	\$ 750,000
Recipient Amount	\$ 0	Total Obligation	\$ 750,000
Total Instrument Amount	\$ 750,000		

16. Description

Mother Nature's Window Park Project:
The City of Marysville, Washington (City) aims to develop public access to the approximately 34.2-acre Mother Nature's Window Park in Marysville Washington. This project will reestablish public access to the Mother Nature's Window Park by creating numerous light recreation and environmental education opportunities, while preserving the existing natural setting through the development of a series of trails and supporting facilities. Later project phases will add additional recreation opportunities including play areas, picnic areas. Proposed project elements are focused on expanding public access, improve the City's ability to monitor and maintain the park, while maintaining the existing natural setting of the property.

Mother Nature's Window Park is located on a single parcel at 9623 55th Ave NE in Marysville, Washington (Snohomish County parcel No. 30051500300500) herein referred to as the Site. The Site is approximately 34.2 acres in size and is heavily forested with second growth timber and a single family home constructed in 1938 in the southwest quadrant of the property. The Site is currently owned by the City but has not been accessible to the public for over 20 years. The single family home was formerly leased to onsite caretakers who are tasked with maintenance of the property, control of trespassers, vandalism, and other undesirable elements on the property that may affect the neighboring community. The lease to the caretakers ended in July 2023, and the house is now vacant.

The Site is minimally developed with a majority of the Site occupied by second growth forest, wetlands, and maintained lawn areas. The second growth forest occupies approximately 29.7 acres of the Site (92 percent by area) and includes unsafe conditions such as fallen and/or rotten trees. The forest canopy is primarily composed of western hemlock, western red cedar, and big leaf maples. Under the proposed Project, minimal clearing of the forested areas would be undertaken to remove unsafe conditions and construct proposed Project features. To the extent practical, the existing forest will be preserved under the proposed project, with constructed elements adjusted to fit the existing site conditions.

Under the proposed project the Site will be developed into a publicly accessible park with an emphasis on light recreation, environmental education, interpretative, and community volunteering opportunities while preserving the he existing natural Site conditions to the extent practical. The City intends to develop the Site using a phased approach as outlined below:

- Phase 1 – Consultant lead master planning and permitting for Site development and reestablishment of public access to the Site including frontage improvements, a paved parking lot, and removal of existing unsafe conditions.
- Phase 2 – Development of light recreation, environmental education, and community services within the Site based on community feedback following Phase 1.

17. <input type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input checked="" type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name) Mayor Jon Nehring		20. HUD (By Name)	
Signature & Title	Date (mm/dd/yyyy)	Signature & Title	Date (mm/dd/yyyy)

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text" value="03/23/2023"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text" value="B-23-CP-WA-1541"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="City of Marysville"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="91-6001459"/>	* c. UEI: <input type="text"/>	
d. Address:		
* Street1: <input type="text" value="1049 State Ave"/>	<input type="text"/>	
Street2: <input type="text"/>	<input type="text"/>	
* City: <input type="text" value="Marysville"/>	<input type="text"/>	
County/Parish: <input type="text"/>	<input type="text"/>	
* State: <input type="text" value="WA: Washington"/>	<input type="text"/>	
Province: <input type="text"/>	<input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	<input type="text"/>	
* Zip / Postal Code: <input type="text" value="98270-4540"/>	<input type="text"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="Public Works"/>	Division Name: <input type="text" value="Engineering"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/>	* First Name: <input type="text" value="Sam"/>	
Middle Name: <input type="text"/>	<input type="text"/>	
* Last Name: <input type="text" value="Adlington"/>	<input type="text"/>	
Suffix: <input type="text"/>	<input type="text"/>	
Title: <input type="text" value="Project Engineer"/>		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="360-363-8273"/>	Fax Number: <input type="text"/>	
* Email: <input type="text" value="sadlington@marysvillewa.gov"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

14.251

* Title:

Economic Development Initiative, Community Project Funding, and Miscellaneous Grants

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

*** 15. Descriptive Title of Applicant's Project:**

Mother Nature's Window Park Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="750,000.00"/>
* b. Applicant	<input type="text" value="883,500.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,633,500.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> Congressional District, <i>if known:</i> WA-001	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known:</i>	
6. Federal Department/Agency: Department of Housing and Urban Development	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known: B-23-CP-SW-1541	9. Award Amount, if known: \$ 750,000	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DIRECT DEPOSIT SIGN-UP FORM

DIRECTIONS

- To sign up for Direct Deposit, the payee is to read the back of this form and fill in the information requested in Sections 1 and 2. Then take or mail this form to the financial institution. The financial institution will verify the information in Sections 1 and 2, and will complete Section 3. The completed form will be returned to the Government agency identified below.
- A separate form must be completed for each type of payment to be sent by Direct Deposit.
- The claim number and type of payment are printed on Government checks. (See the sample check on the back of this form.) This information is also stated on beneficiary/annuitant award letters and other documents from the Government agency.
- Payees must keep the Government agency informed of any address changes in order to receive important information about benefits and to remain qualified for payments.

SECTION 1 (TO BE COMPLETED BY PAYEE)

A NAME OF PAYEE (<i>last, first, middle initial</i>) City of Marysville		D TYPE OF DEPOSITOR ACCOUNT <input checked="" type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	
ADDRESS (<i>street, route, P.O. Box, APO/FPO</i>) 501 Delta Ave		E DEPOSITOR ACCOUNT NUMBER [REDACTED]	
CITY Marysville	STATE WA	ZIP CODE 98270	F TYPE OF PAYMENT (<i>Check only one</i>) <input type="checkbox"/> Social Security <input type="checkbox"/> Supplemental Security Income <input type="checkbox"/> Railroad Retirement <input type="checkbox"/> Civil Service Retirement (OPM) <input type="checkbox"/> VA Compensation or Pension <input type="checkbox"/> Fed. Salary/Mil. Civilian Pay <input type="checkbox"/> Mil. Active <input type="checkbox"/> Mil. Retire. <input type="checkbox"/> Mil. Survivor <input checked="" type="checkbox"/> Other Grant Reimbursement (<i>specify</i>)
TELEPHONE NUMBER AREA CODE 360-363-8000			
B NAME OF PERSON(S) ENTITLED TO PAYMENT		G THIS BOX FOR ALLOTMENT OF PAYMENT ONLY (<i>if applicable</i>)	
C CLAIM OR PAYROLL ID NUMBER Prefix Suffix		TYPE	AMOUNT
PAYEE/JOINT PAYEE CERTIFICATION I certify that I am entitled to the payment identified above, and that I have read and understood the back of this form. In signing this form, I authorize my payment to be sent to the financial institution named below to be deposited to the designated account.		JOINT ACCOUNT HOLDERS' CERTIFICATION I certify that I have read and understood the back of this form, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.	
SIGNATURE	DATE	SIGNATURE	DATE 8/16/2023
SIGNATURE	DATE	SIGNATURE	DATE

SECTION 2 (TO BE COMPLETED BY PAYEE OR FINANCIAL INSTITUTION)

GOVERNMENT AGENCY NAME City of Marysville	GOVERNMENT AGENCY ADDRESS 501 Delta Ave Marysville, WA 98270
--	--

SECTION 3 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

NAME AND ADDRESS OF FINANCIAL INSTITUTION KEY BANK BRANDY LANGFITT 206-343-6970 1301 5TH AVE 25TH FLOOR SEATTLE WA 98101-1301	ROUTING NUMBER 1 2 5 0 0 0 5 7 4	CHECK DIGIT
	DEPOSITOR ACCOUNT TITLE TREASURERS CHECKING	
FINANCIAL INSTITUTION CERTIFICATION I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 208, and 210.		
PRINT OR TYPE REPRESENTATIVE'S NAME	SIGNATURE OF REPRESENTATIVE	TELEPHONE NUMBER
		DATE

Financial institutions should refer to the GREEN BOOK for further instructions.
THE FINANCIAL INSTITUTION SHOULD MAIL THE COMPLETED FORM TO THE GOVERNMENT AGENCY IDENTIFIED ABOVE.

Reset

PAYEE COPY

1199-207

BURDEN ESTIMATE STATEMENT

The estimated average burden associated with this collection of information is 10 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimates and suggestions for reducing this burden should be directed to the Bureau of the Fiscal Service, Forms Management Officer, Parkersburg, WV 26106-1328.

PLEASE READ THIS CAREFULLY

All information on this form, including the individual claim number, is required under 31 USC 3322, 31 CFR 208 and/or 210. The information is confidential and is needed to prove entitlement to payments. The information will be used to process payment data from the Federal agency to the financial institution and/or its agent. Failure to provide the requested information may affect the processing of this form and may delay or prevent the receipt of payments through the Direct Deposit/Electronic Funds Transfer Program.

INFORMATION FOUND ON CHECKS

Most of the information needed to complete boxes A, C, and F in Section 1 is printed on your government check:

- (A)** Be sure that payee's name is written exactly as it appears on the check. Be sure current address is shown.
- (C)** Claim numbers and suffixes are printed here on checks beneath the date for the type of payment shown here. Check the Green Book for the location of prefixes and suffixes for other types of payments.
- (F)** Type of payment is printed to the left of the amount.

The diagram shows a government check with the following details:

- Top Left:** A circle with a checkmark.
- Date:** Month (08), Day (31), Year (84).
- Payee:** PHILADELPHIA, PA.
- Check No.:** 0000 415785.
- Amount:** 28 28 (Twenty-eight and 28/100).
- Callouts:**
 - (A)** Points to the "Pay to the order of" field.
 - (C)** Points to the "00" field (representing cents).
 - (F)** Points to the "28 28" amount field.
- Bottom:** "NOT NEGOTIABLE" and MICR line ".00000518: 0415771928".

SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS

Joint account holders should immediately advise both the Government agency and the financial institution of the death of a beneficiary. Funds deposited after the date of death or ineligibility, except for salary payments, are to be returned to the Government agency. The Government agency will then make a determination regarding survivor rights, calculate survivor benefit payments, if any, and begin payments.

CANCELLATION

The agreement represented by this authorization remains in effect until cancelled by the recipient by notice to the Federal agency or by the death or legal incapacity of the recipient. Upon cancellation by the recipient, the recipient should notify the receiving financial institution that he/she is doing so.

The agreement represented by this authorization may be cancelled by the financial institution by providing the recipient a written notice 30 days in advance of the cancellation date. The recipient must immediately advise the Federal agency if the authorization is cancelled by the financial institution. The financial institution cannot cancel the authorization by advice to the Government agency.

CHANGING RECEIVING FINANCIAL INSTITUTIONS

The payee's Direct Deposit will continue to be received by the selected financial institution until the Government agency is notified by the payee that the payee wishes to change the financial institution receiving the Direct Deposit. To effect this change, the payee will contact the paying agency with updated financial account information. It is recommended that the payee maintain accounts at both financial institutions until the transaction is complete, i.e. after the new financial institution receives the payee's Direct Deposit payment.

FALSE STATEMENTS OR FRAUDULENT CLAIMS

Federal law provides a fine of not more than \$10,000 or imprisonment for not more than five (5) years or both for presenting a false statement or making a fraudulent claim.

Table 1. Phase 1 Budget Estimate

No.	Description	Est. Quantity	Units	Unit Price	Total Price
1	City Reimbursable Soft Costs	1	LS	\$15,000	\$15,000
2	Consultant Grant Support and Environmental Review	1	LS	\$22,500	\$22,500
3	Consultant Lead Master Planning Services	1	LS	\$45,000	\$45,000
4	Consultant Lead Phase 1 Engineering	1	LS	\$75,000	\$75,000
5	Phase 1 Construction Mobilization/Demobilization	1	LS	\$20,000	\$20,000
6	Temporary Erosion and Sediment Control	1	LS	\$5,000	\$5,000
7	Structure Demolition - Cartaker House	1,100	SF	\$8.00	\$8,800
8	Structure Demolition - Septic Field	820	SF	\$4.50	\$3,690
9	Vegetation Clearing and Grubbing	1	AC	\$2,300	\$2,300
10	Paved Parking Log	1	EA	\$200,000	\$200,000
11	12-foot Wide Multi-Use Trail - Paved	1,000	LF	\$84.00	\$84,000
12	8-foot Wide Multi-Use Trail - Gravel	1,800	LF	\$12.00	\$21,600
13	Permanent Signage	1	LS	\$5,000	\$5,000
14	Construction Management, Inspections, and Material Testing	1	LS	\$22,500	\$22,500
15	Phase 1 Closeout and As-Built Documentation	1	LS	\$7,500	\$7,500
SUBTOTAL					\$537,890
		Construction Contingency and Force Account	30%		\$161,370
		Sales Tax	9.4%		\$50,570
TOTAL - Phase 1					\$749,830

Table 2. Phase 2 Budget Estimate

No.	Description	Est. Quantity	Units	Unit Price	Total Price
1	City Soft Costs	1	LS	\$9,000	\$9,000
2	Consultant Lead Phase 2 Engineering	1	LS	\$89,000	\$89,000
3	Phase 2 Construction Mobilization/Demobilization	1	LS	\$20,000	\$20,000
4	Vegetation Clearing and Grubbing	4	AC	\$2,300	\$9,200
5	Public Restroom Construction	1	EA	\$210,000	\$210,000
6	12-foot Wide Multi-Use Trail - Paved	600	LF	\$84.00	\$50,400
7	8-foot Wide Multi-Use Trail - Gravel	1,200	LF	\$12.00	\$14,400
8	8-foot Wide Forest Trail	1,500	LF	\$8.00	\$12,000
9	Frontage Improvements - 55 th Ave NE	1,000	LF	\$115.00	\$115,000
10	Open Play Area Construction	40,000	SF	\$1.54	\$61,600
11	Picnic Area Construction	5,500	SF	\$1.30	\$7,150
12	Construction Management, Inspections, and Material Testing	1	LS	\$27,000	\$27,000
13	Phase 2 Closeout and As-Built Documentation	1	LS	\$9,000	\$9,000
SUBTOTAL					\$633,750
		Construction Contingency and Force Account	30%		\$190,125
		Sales Tax	9.4%		\$59,573
TOTAL - Phase 2					\$883,448

Table 3. Line-Item Project Budget (Rounded)

Project Phase	Description	Federal Funds	Agency Funds	Total Funds
PE	City Soft Costs	\$15,000	\$9,000	\$24,000
	Consultant Lead Master Plan Development and Grant Support	\$67,500	\$0	\$67,500
	Phase 1 Design	\$82,500	\$0	\$82,500
	Phase 2 Design	\$0	\$98,000	\$98,000
Construction	Phase 1 Construction	\$585,000	\$0	\$585,000
	Phase 2 Construction	\$0	\$776,500	\$776,500
TOTAL		\$750,000	\$883,500	\$1,633,500



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: City Engineer Max Phan , Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Local Programs State Funding Agreement and Local Agency Federal Aid Project Prospectus for the Grove Street Overcrossing Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Local Programs State Funding Agreement and Local Agency Federal Aid Project Prospectus to obligate state funds for the Grove Street Overcrossing project.

SUMMARY:

In September 2018, the City approved a Local Programs State Funding Agreement and Prospectus for the Grove Street Overcrossing project. This agreement was executed in order to obligate state funds in the amount of \$500,000 that was awarded to the project in 2018. The City used those funds under that agreement to complete the 30% design documents for the project. This phase of the project was completed and closed in 2020.

The City has now received additional funds in the amount of \$5,000,000 from the Move Ahead Washington (MAWA) program in 2022 but was not available until July 1st, 2023. Of these funds, \$2,454,100 is proposed to be used to complete the project design, permitting and to perform work necessary to acquire right-of-way. A future supplement to the funding agreement will be required to obligate the remaining \$2,545,900 towards other project phases.

Since this is a state funded project, local agency state funds are administered through WSDOT and a Local Programs State Funding Agreement (Agreement) and Local Agency Federal Aid Project Prospectus (Prospectus) are required in order to obligate the funds. The agreement ensures that state funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for authorization of project funding.

ATTACHMENTS:

Grove ST Local Programs State Funding Agreement_PE_08-14-23.pdf
Grove ST_Prospectus_08-14-23.pdf



Local Programs State Funding Agreement Work by Public Agencies		Agency and Address City of Marysville 501 Delta Avenue Marysville, WA 98270
Agreement Number	Maximum Amount Authorized	Location and Description of Work (See also Exhibit "A") Grove Street between Cedar Avenue and State Avenue. Install a new bridge to provide a grade separated roadway at the BNSF railway crossing.
Participating Percentage	Project Number	

This AGREEMENT is made and entered into between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE	a. Agency	\$ 40,000.00		\$ 40,000.00
	b. Other Consultant - participating	\$ 2,404,100.00		\$ 2,404,100.00
	c. Other Consultant - nonparticip.			
	d. State Services	\$ 10,000.00		\$ 10,000.00
	e. Total PE Cost Estimate (a+b+c+d)	\$ 2,454,100.00	\$ 0.00	\$ 2,454,100.00
Right of Way	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	J. Total R/W Cost Estimate (f+g+h+i)	\$ 0.00	\$ 0.00	\$ 0.00
Construction	k. Contract			
	l. Other Construction Engineering			
	m. Other			
	n. Other			
	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	\$ 0.00	\$ 0.00	\$ 0.00
r. Total Project Cost Estimate (e+j+q)	\$ 2,454,100.00	\$ 0.00	\$ 2,454,100.00	

**I
General**

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

**II
Payment**

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

**III
Audit**

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: _____

Title:

Agency Date: _____

**IV
Legal Relations**

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

**V
Nondiscrimination**

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

**VI
Venue**

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

**VII
Termination**

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

**VIII
Final Report and Final Inspection**

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

**IX
Supplement**

This agreement may be modified or supplemented only in writing by parties.

STATE

By: _____

Director, Local Programs

Date: _____



**Local Agency Federal Aid
Project Prospectus**

Prefix	Route	()	Date	06/27/2023
Federal Aid Project Number			DUNS Number	076658673
Local Agency Project Number	R1702	(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001459

Agency City of Marysville	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Grove Street Overcrossing	Start Latitude N48.06122222 End Latitude N48.06130556	Start Longitude W 122.18036944 End Longitude W 122.17694444			
Project Termini From-To Cedar Avenue State Avenue	Nearest City Name Marysville	Project Zip Code (+4) 98270-3601			
Begin Mile Post NA	End Mile Post NA	Length of Project 850	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID NA	Begin Mile Point	End Mile Point	City Number 0745	County Number 31	County Name Snohomish
WSDOT Region Northwest Region <input type="checkbox"/>	Legislative District(s) 38	Congressional District(s) 1	Urban Area Number 1		

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$2,454,100	\$0	\$2,454,100	09	2023
R/W	\$5,811,300	\$0	\$5,811,300	03	2024
Const.					
Total	\$8,265,400	\$0	\$8,265,400		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 44'	Number of Lanes 2 to 3 lanes
----------------------	---------------------------------

There is an existing at-grade crossing with railroad crossing gates. Grove Street is fully built-out with curb and gutter, sidewalks, bicycle lanes, and 2 travel lanes and a variable width left turn lane.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Install a new bridge to provide a grade separated roadway at the BNSF railway crossing.

Local Agency Contact Person Steven Miller	Title Senior Project Manager	Phone 360-363-8285	
Mailing Address 501 Delta Avenue	City Marysville	State WA	Zip Code 98270
Project Prospectus	By _____ Approving Authority		
	Title City Engineer	Date	

Agency City of Marysville	Project Title Grove Street Overcrossing	Date 06/27/2023
------------------------------	--	--------------------

Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input checked="" type="checkbox"/> Bridge	57	3

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input checked="" type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25	30
Design Speed	25	30
Existing ADT	8000	10000, 12000
Design Year ADT	12500	15000, 20000
Design Year	2040	NA
Design Hourly Volume (DHV)	NA	NA

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant	Others 100 %	Agency 0 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency 0 %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations None.

Agency City of Marysville	Project Title Grove Street Overcrossing	Date 06/27/2023
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Right of Way		
<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation	<input checked="" type="checkbox"/> Relocation Required

Utilities	Railroad
<input type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Utility relocation will be reviewed during design. The project proposes elimination of the at-grade crossing with an overcrossing, so the railroad will be a stakeholder in the project.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

None.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Date _____ Agency
By _____ Mayor/Chairperson



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: City Engineer Max Phan , Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Amendment No. 2 to the Ecology Grant Agreement WQC-2018-MaryPW-00094 with the Department of Ecology for the Downtown Stormwater Treatment Project (DSTP) Phase 1

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Amendment No. 2 to the grant agreement WQC-2018-MaryPW-00094 with the Department of Ecology for the Downtown Stormwater Treatment Project – Phase 1.

SUMMARY: In 2018, Council approved an agreement with Ecology to provide funding for the Downtown Stormwater Treatment project (DSTP). Under Amendment No. 1 of this agreement, the scope became known as Phase 1. DSTP completion has been delayed due to material acquisition delays related to the availability of ductile iron pipe. The resulting suspension has moved the scheduled completion of the project to late October 2023. To account for this and any subsequent delay, the phase 1 agreement is proposed to be amended to extend the grant agreement expiration date to June 30, 2024.

ATTACHMENTS:
MaryPW-00094_Amendment2.pdf



**AMENDMENT NO. 2
TO AGREEMENT NO. WQC-2018-MaryPW-00094
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Marysville**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Marysville (RECIPIENT) for the Downtown Stormwater Treatment Design and Construction (PROJECT).

This amendment is needed to extend the expiration date of the AGREEMENT from 6/30/2023 to 6/30/2024. The PROJECT experienced delays as a result of COVID-19 emergency response and conflicts with procuring materials. This one-year time extension will allow the RECIPIENT to complete construction and close out deliverables. This amendment does not impact the Award amount or Scope of Work (SOW) except for removing the Recipient Task Coordinator from the SOW.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Expiration Date:

Original: 06/30/2023 Amended: 06/30/2024

CHANGES TO THE BUDGET

Funding Distribution EG180460

Funding Title: SFAP

Funding Type: Grant

Funding Effective Date: 04/01/2018

Funding Expiration Date: 06/30/2024

Funding Source:

Title: SFAP-SFY17 (WQC-2017)

Fund: FD

Type: State

Funding Source %: 5%

Description: Funds come from the Model Toxic Control Account and State Building Construction Account. It funds projects that reduce the environmental impact of Stormwater pollution

Title: SFAP-SFY18

Fund: FD
 Type: State
 Funding Source %: 95%
 Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect: 0%
 Recipient Match %: 25%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	\$ 5,000.00
Design Plans and Specs, Environmental Review	\$ 901,666.67
Construction Management	\$ 240,000.00
Construction	\$ 5,520,000.00

Total: \$ 6,666,666.67

CHANGES TO SCOPE OF WORK

Task Number: 1 Task Cost: \$5,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designers; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

CHANGES TO SCOPE OF WORK

Task Number: 2 Task Cost: \$901,666.67

Task Title: Design Plans and Specs, Environmental Review

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.
- B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.
- C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:
 - 1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).
 - 2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from

ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit a digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

Task Goal Statement:

The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state and local laws and regulations.

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	

2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Submit one digital copy to the ECOLOGY Project Manager and upload to EAGL.	
2.5	Responses to ECOLOGY Design Report Comments. Upload to EAGL and notify ECOLOGY when upload is complete. Submit one digital copy of required revisions of the Design Report to ECOLOGY Project Manager. ECOLOGY Project Manager will forward the Design Report to ECOLOGY Engineer for review.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and submit one digital copy to ECOLOGY project manager.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete. Submit one digital copy of revisions of the 90 Percent Design Package to ECOLOGY Project Manager. ECOLOGY Project Manager will forward the 90 Percent Design Package to ECOLOGY Engineer for review.	
2.9	Ecology 90 percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

CHANGES TO SCOPE OF WORK

Task Number: 3

Task Cost: \$240,000.00

Task Title: Construction Management

Task Description:

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.
- E. Prior to execution, the RECIPIENT will submit in writing any eligible change orders that are a significant deviation from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance for payment. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation. ECOLOGY must review all other change orders for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.
- F. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.
- G. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:
1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.
 2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-Approved Equivalent. The project area should include features for treatment facilities and contributing areas.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

Project will be constructed on schedule and in accordance with accepted plans.

Deliverables

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Project Schedule. Upload to EAGL using naming convention D3.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.4	Revised cash flow estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Copy of Facility Operation and Maintenance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete.	

CHANGES TO SCOPE OF WORK

Task Number: 4

Task Cost: \$5,520,000.00

Task Title: Construction

Task Description:

A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications, complete construction of the project. The construction project will include installation of a lift station that will convey stormwater runoff to media filter systems to mitigate runoff from approximately 35 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in Appendix M of the funding guidelines for State Fiscal Year 2018 Combined Water Quality Financial Assistance Program or other ECOLOGY-accepted method.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in Total Suspended Solids (TSS), Oil (Total Petroleum Hydrocarbons), Dissolved Copper, Dissolved Zinc, and Total Phosphorus.

Deliverables

Number	Description	Due Date
4.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Construction progress reports and photos included in progress reports uploaded to EAGL.	
4.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25 %	\$ 1,666,666.67	\$ 5,000,000.00	\$ 6,666,666.67
Total		\$ 1,666,666.67	\$ 5,000,000.00	\$ 6,666,666.67

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 06/05/2023.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Marysville

By:

By:

Vincent McGowan, P.E.

Date

Jeff Laycock

Date

Water Quality

Public Works Director

Program Manager

Jon Nehring

Mayor

Date

Template Approved to Form by
Attorney General's Office



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: City Engineer Max Phan , Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Amendment No. 1 to the Ecology Grant Agreement WQC-2022-MaryPW-00147 with the Department of Ecology for the Downtown Stormwater Treatment Project (DSTP) Phase 2

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute Amendment No. 1 to the grant agreement WQC-2022-MaryPW-00147 with the Department of Ecology, for the Downtown Stormwater Treatment Project – Phase 2.

SUMMARY: On December 13, 2021, Council approved an agreement with Ecology to add funding for the Downtown Stormwater Treatment project (DSTP). This became known as the Phase 2 grant. DSTP completion has been delayed due to material acquisition delays related to the availability of ductile iron pipe. The resulting suspension has moved the scheduled completion of the project from late October 2023. To account for this and any subsequent delay, the phase 2 agreement is proposed to be amended to extend the expiration date to June 30, 2024. In addition, the amendment will shift \$786,263.15 between tasks in the agreement, while leaving the total funds unchanged. This shift will move funds from the construction management task to the construction task, to give the City a higher threshold for reimbursement of construction costs, where costs are highest.

ATTACHMENTS:
MaryPW-00147_Amendment1.pdf



**AMENDMENT NO. 1
TO AGREEMENT NO. WQC-2022-MaryPW-00147
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Marysville**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Marysville (RECIPIENT) for the Phase II Downtown Stormwater Treatment Construction (PROJECT).

This amendment is needed to extend the expiration date of the AGREEMENT from 6/30/2023 to 6/30/2024 and to shift funds between the task budgets. The PROJECT experienced delays as a result of COVID-19 emergency response and conflicts with procuring materials. This one-year time extension will allow the RECIPIENT to complete construction and close out deliverables. Additionally, this amendment is needed to reduce the budget of Task 4: Construction Management by \$786,263.15 and to increase the budget of Task 5: Construction by \$786,263.15.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Expiration Date:

Original: 06/30/2023 Amended: 06/30/2024

CHANGES TO THE BUDGET

Funding Distribution EG220266

Funding Title: SFAP

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/30/2024

Funding Source:

Title: SFAP - SFY22

Fund: FD

Type: State

Funding Source %: 100%

Description: Model Toxics Control Capital Account(MTCCA) Stormwater

D. The RECIPIENT will submit an updated project schedule and cost estimate prior to the start of construction and whenever major changes occur.

E. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. Allow 10 calendar days for ECOLOGY review.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

The project will be constructed on schedule and in accordance with accepted plans.

Deliverables

Number	Description	Due Date
4.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
4.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Project Schedule. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.4	Revised construction cost estimates when changes in construction schedule occur. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	

CHANGES TO SCOPE OF WORK

Task Number: 5 Task Cost: \$3,279,789.82

Task Title: Construction

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include installation of a TAPE GULD system to mitigate runoff from approximately 35 acres of pollution-generating impervious surfaces within a 460 acre basin. The RECIPIENT may combine the bid and construction for Phase II with the construction under the Phase I agreement. The RECIPIENT is responsible for tracking construction costs requested by the contractor and billing them to the appropriate grant, as detailed in the design plans.

B. Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications, and major change orders approved by ECOLOGY’s Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, dissolved zinc, and total phosphorus.

Deliverables

Number	Description	Due Date
5.1	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.2	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25 %	\$ 879,131.67	\$ 2,637,395.00	\$ 3,516,526.67
Total		\$ 879,131.67	\$ 2,637,395.00	\$ 3,516,526.67

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 06/22/2023.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Marysville

By:

By:

Vincent McGowan, P.E.

Date

Jeff Laycock

Date

Water Quality

Public Works Director

Program Manager

Jon Nehring

Mayor

Date

Template Approved to Form by
Attorney General's Office



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: City Engineer Max Phan , Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Professional Services Agreement with WSP USA, Inc. for the Grove Street Overcrossing Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with WSP USA, Inc. in the amount of \$2,404,100 for the Grove Street Overcrossing project.

SUMMARY:

On September 10, 2018, the Council approved a professional services agreement (PSA) with BergerABAM (now WSP USA, Inc. or WSP) to complete 30% design documents for the Grove Street Overcrossing project. This phase of the project was completed in 2020 and the project was shelved while the City pursued additional funds to advance the project.

The City has now received additional funds in the amount of \$5,000,000 from the Move Ahead Washington (MAWA) program. Of these funds, \$2,404,100 is proposed to be used to complete the project design, permitting and right-of-way acquisition services. A funding agreement with WSDOT to obligate the MAWA funds, which will fully fund the efforts under this PSA, is included in this agenda for Council's consideration.

While the original PSA expired, WSP was originally selected based on their ability to perform a full range of consultant services for the project, and therefore the continuation of WSP under a new PSA is recommended by staff. The PSA with WSP, in the amount of \$2,404,100, will provide the City with final design, permitting, right-of-way acquisition services and grant application support. This cost has been reviewed by staff and determined to be reasonable given the effort involved.

ATTACHMENTS:

PSA_WSP_LP_AEPS-CostPlusFixedFee-GROVE ST_08-23-23.pdf

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): WSP USA, Inc.		
Address 1001 Fourth Ave., Suite 3100, Seattle, WA 98154	Federal Aid Number	
UBI Number	Federal TIN or SSN Number	
Execution Date	Completion Date 12/31/2025	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Project Title Grove Street Overcrossing		
Description of Work Provide final plans, specifications, and estimate for the Grove Street Overcrossing project, which replaces existing Grove Street with an elevated structure over the BNSF railroad tracks. Work will include signal reconfiguration, structural earth walls, bridge, utility relocation, new drainage elements, channelization, curb and sidewalk, and illumination. Provide ROW acquisition services. Provide permitting and grant funding support.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Marysville hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

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Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Steven Miller
Agency: City of Marysville
Address: 501 Delta Avenue
City: Marysville State: WA Zip: 98270
Email: smiller@marysvillewa.gov
Phone: 360-363-8285
Facsimile:

If to CONSULTANT:

Name: Ross French
Agency: WSP USA, Inc.
Address: 1001 Fourth Ave., Suite 3100
City: Seattle State: WA Zip: 98154
Email: ross.french@wsp.com
Phone: 1 206-254-7988
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Steven Miller
Agency: City of Marysville
Address: 501 Delta Avenue
City: Marysville State: WA Zip: 98270
Email: smiller@marysvillewa.gov
Phone: 360-363-8100
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number:

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A
Scope of Work

Project No. R1702

See Attached.

Agreement Number:

**EXHIBIT A
SCOPE OF WORK FOR ENGINEERING SERVICES FOR
CITY OF MARYSVILLE GROVE STREET OVERCROSSING PROJECT**

PROJECT BACKGROUND AND OBJECTIVES

The City of Marysville (CITY) desires to create a grade separation at Grove Street (72nd Street NE) to provide a separated crossing of the BNSF Railway tracks within the city of Marysville, Washington.

The purpose of this project is to design a new bridge over the BNSF railroad tracks to facilitate east-west traffic and pedestrian movements along Grove Street; increase safety over the tracks while maintaining existing access to homes, transit, and businesses along the approach roadways; and to minimize right-of-way (ROW) and utility impacts. The bridge and roadway cross sections will be configured for three 12-foot traffic lanes, two 5-foot bicycle lanes, two 6-foot sidewalks, and two 2-foot traffic barriers for a total of 62 feet. It is anticipated that the bridge will be approximately 140 feet long, with approach fills extending an additional 250 to 300 feet on either side of the railroad tracks. Project limits extend from approximately 100 feet west of Cedar Avenue to the west, to approximately 100 feet east of State Avenue (State Route 529) to the east.

During construction, traffic will be detoured away from Grove Street between Cedar Avenue and State Avenue, which will both remain open to facilitate construction of the project.

The bridge is scheduled to go to construction in 2026.

The 30 percent design has been completed for the project and submitted to the City. Engineering for the Grove Street Overcrossing project will be accomplished as follows.

Preconstruction, Contract Documents

Completion of the design and preparation of construction documents are included as part of Construction, Contract Documents. Once the 30 percent design concept has been agreed upon by the CITY and BNSF, the 60 percent design report and other design efforts will begin. The 60 percent complete design plans, specifications, and cost estimates (PS&E) will be followed by 90 percent, 100 percent, and ad-ready design PS&E document submittals.

Construction Services

The scope for engineering support and construction administration services during the construction of the project is not included in the following scope of work and fee estimate, but will be provided as supplemental services after the completion of final design.

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SCHEDULE

A conceptual schedule for Preconstruction Phase–Contract Documents has been included to show the project’s bid advertisement.

Preconstruction Phase – Contract Documents

Notice to Proceed

	1 September 2023
Begin Environmental Documentation and Permitting	September 2023
Begin ROW Acquisition	January 2024
BNSF Approval of 30% Design	March 2024
60 Percent PS&E	March 2024 to June 2024
90 Percent PS&E	June 2025 to 31 August 2025
100 Percent PS&E	1 September to 30 September 2025
Final Bid Documents	1 November to 1 December 2025

Advertise for Bids

February 2026

GENERAL PROJECT ASSUMPTIONS

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

1. Throughout this scope of work, it is understood that CITY will provide the CONSULTANT with one set of consolidated review comments for each draft review round. The CONSULTANT shall then respond to the comments and incorporate the agreed-upon resolution into the final document(s).
2. This project has funding for design and ROW. However, it is anticipated that additional funding will be necessary to construct the project.
3. The new roadway and bridge alignment will closely match the existing roadway alignment; Grove Street will be closed between Cedar Avenue and State Avenue (State Route 529) except for local access during construction. Traffic will be detoured around the project site during construction.
4. Stormwater treatment will be consistent with the Washington State Department of Ecology (Ecology) Stormwater Management Manual for Western Washington, 2019.
5. Utility relocation and reconstruction plans will be prepared by the respective utility. CONSULTANT will coordinate directly with the utility companies and the CITY.
6. CITY will obtain any needed rights-of-entry in a timely manner.
7. CITY will provide relevant plans, title report guarantees with supporting documents, studies, available existing mapping, and permitting histories for affected properties and identify known stakeholders.

8. Traffic analysis for the project has been completed by the CITY and it encompasses a time frame of 20 years beyond the anticipated year of opening, which is 2027. Should the traffic analysis need to be updated to meet federal funding or other requirements, the services may be provided by the CONSULTANT as a supplemental service.
9. ROW meetings will be held on site with property owners. All other meetings shall be held remotely unless assumed otherwise.

PRECONSTRUCTION

The work will be accomplished as follows with the following 11 tasks.

- Task 1.0 Project Management
- Task 2.0 Survey and Base Mapping
- Task 3.0 Geotechnical Evaluation
- Task 4.0 Rail Crossing Coordination
- Task 5.0 Grant Support
- Task 6.0 ROW Services
- Task 7.0 Environmental Documentation and Permit Coordination
- Task 8.0 Plans, Specifications, and Estimate
- Task 9.0 Signal and Illumination Design
- Task 10.0 Ad, Bid, and Award
- Task 11.0 Management Reserve Fund for Optional Services

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

Work on subsequent tasks for Construction Services will be authorized by additional amendments or supplements under this agreement.

TASK 1.0 –PROJECT MANAGEMENT

1.1 Project Administration and Management (30 Months)

CONSULTANT shall provide project management and communications between the CONSULTANT team and the CITY.

CONSULTANT shall perform project administration and management tasks as follows.

1. Mobilize staff.
2. Prepare and submit itemized monthly invoices, including a tabulation of hours expended, broken down by staff for each major task.
3. Prepare monthly progress reports summarizing the status of the budget, including monitoring the planned versus actual rate of expenditure for each major project task, identifying trends, and suggesting or taking corrective actions if necessary.

4. Prepare and update project schedule periodically as circumstances require or as requested by the CITY.
5. Perform ongoing subconsultant coordination.
6. Maintain all contract-required documentation.

Deliverable(s)

- Monthly progress report and invoice (one copy). Assume 30 months.
- Updated project schedules every quarter (one copy). Assume six updates.
- Updated contract forms and certifications. Assume two times annually.

1.2 Team Meetings and Coordination

CONSULTANT shall facilitate an average of two internal project team coordination meetings per month once the design phase begins. Meetings shall be approximately 1 hour in duration and shall be attended by an average of six CONSULTANT team members, including two of the CONSULTANT's project management and/or project engineering staff and two other CONSULTANT discipline specialists for bridge design, geotechnical, railroad design, traffic signals, ROW, etc., as required. CITY staff will not be required for these meetings.

CONSULTANT shall facilitate an average of one meeting with the CITY staff, utility representatives, and other stakeholders per month, or 30 meetings total. The meetings shall be approximately 2 hours in duration and shall be attended by an average of three CONSULTANT team members. The CONSULTANT shall prepare an agenda and shall provide summary notes afterwards.

CONSULTANT shall attend two public open house meetings and provide supporting graphics of the project for displaying to the attendees.

CONSULTANT shall attend one CITY Council meeting and present supporting graphics of the project to the Council.

Assumption(s)

- Meeting summary notes will take approximately 2 hours per meeting to compile.

Deliverable(s)

- Meeting summary notes for CITY and other stakeholder meetings (one copy each meeting)
- Graphics to support the project at public open house and CITY Council meetings

1.3 Quality Assurance

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

Deliverable(s)

- QA/QC plan and documentation for all design work will be made available to the CITY upon request.

1.4 Graphics Support

CONSULTANT shall create a detailed visualization model of project. CONSULTANT shall build a 3-D model of the context surrounding the project site, which will include buildings within 1 block of the project site to a moderate level of detail and less detailed building models within a 3-block radius, as well as vegetation, vehicles, people, and other various street furniture, and integrate with the project model.

For presentation, WSP shall integrate the project model into TwinMotion, which is a real-time interactive application that provides a hyperrealistic environment where the team can experience the project interactively in “real-time” from any viewport on the ground or in the air at any location within the project site. TwinMotion models can be exported to be run as a standalone application for playback on a higher performance computer-aided design (CAD) or gaming computer. In addition to the TwinMotion model, CONSULTANT will create a set of high-resolution still images and walk-through animations.

Deliverable(s)

- 3-D visualization of the final project
- TwinMotion application
- High-resolution still images and walk-through animations

TASK 2.0 – SURVEY AND BASE MAPPING

Scope of Services

The 30 percent design provided most of the survey needed to complete the design. However, it is anticipated that there will be additional survey needed to complete the design and ROW effort.

Assumption(s)

- Rights-of-entry will be provided by the CITY
- Permits will not be required for this work
- All title reports with underlying documents for the affected parcels will be provided by the CITY
- Record of survey/setting of property corners is not part of these services

2.1 Survey and Mapping

1 Alliance Geomatics, SUBCONSULTANT, shall provide survey project management, administrative duties, and quality control as required for a project of this complexity and magnitude.

2.2 Survey Control

SUBCONSULTANT shall establish survey control or recover the existing survey control as required for the project. SUBCONSULTANT shall locate/confirm property corners for ROW acquisition purposes.

Assumption(s)

- Existing survey control can be found and recovered in sufficient quantity and quality to support this additional effort.

Deliverable(s)

- Survey Control and Alignment Plan

2.3 Field Surveying and Mapping

SUBCONSULTANT shall field survey and map using a 3-D laser scanner supplemented with traditional total station and GPS technologies to collect the data for use in supplementing the existing basemap as shown on the following page.

Deliverable(s)

- Supplemental CAD basemapping
- Red = parcel boundary survey
- Yellow = topographic survey

2.4 Utility Surveying Services

SUBCONSULTANT shall locate observable surface utilities as needed within the survey limits; measure down for sewer manholes, catch basins, and storm drain manholes; and perform underground conductible utility locates and surveying.

Deliverable(s)

- Additional data for basemap revisions

2.5 Office Processing

SUBCONSULTANT shall process the collected survey data, data extraction, field book note reductions, and CAD drafting and perform other duties required for the generation of the deliverables listed above. For 3-D laser scanning efforts, subtasks include registering point clouds, evaluating registrations, exporting point cloud data to Civil3D, creating or pick appropriate points in Civil3D, linework and layering, and standard CAD drafting of the deliverables.

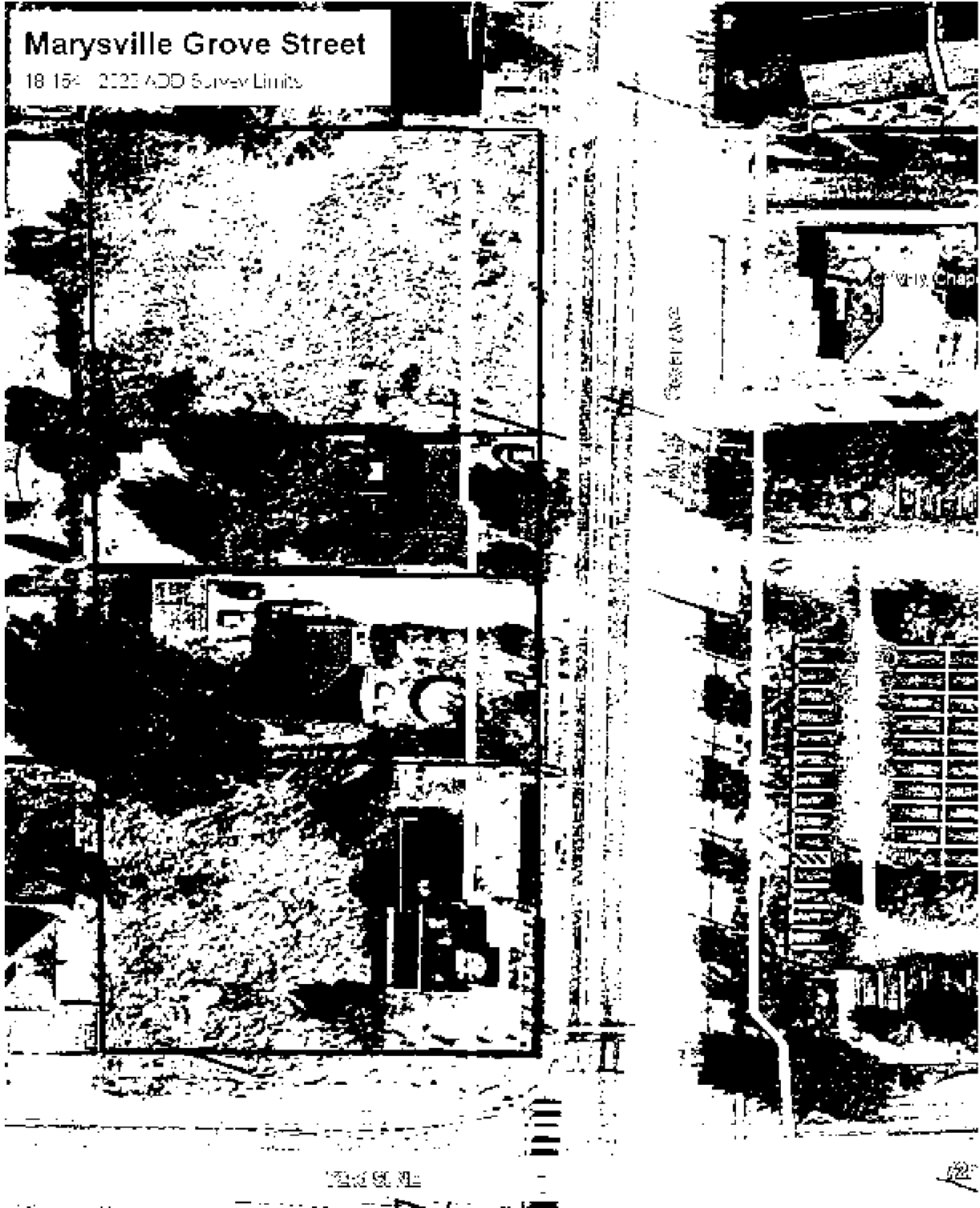
Deliverable(s)

- AutoCAD Civil3D 2022 survey base map at 1" = 20' (electronic copy) (24 by 36 inches) plans
- AutoCAD Civil3D 2022 terrain model, electronic copy
- .XML terrain model

2.6 Right-of-Way and Boundary Resolution(s)

SUBCONSULTANT shall establish ROW and linework within the survey limits, including four parcels along the west side of Cedar Avenue north of Grove Street, and provide four legal descriptions and exhibits for those parcels, including acquisitions and easements.

SUBCONSULTANT shall establish/confirm ROW for four commercial properties and the Community Transit parcel that will require ROW be dedicated.



TASK 3.0 – GEOTECHNICAL EVALUATION

Shannon & Wilson, Inc., SUBCONSULTANT, shall provide geotechnical engineering support services for the project, based on previously provided preliminary recommendations on foundation sizes and types, and retaining walls for the design. A final geotechnical report will be prepared based on the final design of the bridge. The geotechnical report will be prepared in general accordance with the Washington State Department of Transportation (WSDOT) Geotechnical Design Manual and the American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) requirements.

3.1 Field Investigation and Laboratory Testing

SUBCONSULTANT will perform three additional borings to evaluate subsurface conditions along the north side of the alignment and to further characterize presence of liquefiable soils and compressible clay deposits. One boring will be drilled to 120-foot depth and two borings will be drilled to 150-foot depth. Up to five thin-walled relatively undisturbed samples will be obtained at select representative depths. The subsurface explorations will include closure of the westbound travel lane and will reduce two-way traffic to a single travel lane. Traffic control and flagging for the travel closure are included. SUBCONSULTANT will prepare a traffic control plan for the street use application (prepared by CONSULTANT).

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

Assumptions

- SUBCONSULTANT proposes to drill the borings in the westbound travel and parking lane on the north side of Grove Street.
- Borings would be located more than 25 feet from the railroad so BNSF flagging is not required.
- SUBCONSULTANT or driller shall apply for a ROW permit and pay one-time application fees as required, along with 1 hour per day of inspection fees.
- SUBCONSULTANT will not need to pay prevailing wages to subcontractors.
- SUBCONSULTANT assumes that drilling can be completed over consecutive working days. The borings will be drilled during nighttime hours from 7 p.m. to 5 a.m. A night of drilling will include 10 hours of combined drilling, observation, and traffic control setup/cleanup. No additional work hour restrictions will be imposed for field explorations.
- Drilling operations will require closure of one travel lane and the parking lane on the north side of the street. Traffic control and flagging will be provided to maintain a single lane of traffic along Grove Street during drilling operations. Traffic control measures may require closure of left-hand turn lanes onto Grove Street from State Avenue and Cedar Avenue to avoid traffic backup into the intersection.
- Railroad flagging will not be required.
- Relatively disturbed subsurface soil samples will be collected from the borings using the Standard Penetration Test at intervals of 2.5 feet in the upper 20 feet and at intervals of 5 feet below 20 feet (if applicable).

- The boreholes will be backfilled to the surface. Asphalt cold patch will be used to backfill the borings to the ground surface. Driller shall drill holes outside of the vehicle wheel paths, wherever possible pending the presence of utilities and site constraints.
- All drill locations are accessible with a truck-mounted drill rig.
- Air knife vacuum extraction will be performed at each boring location to a depth of 10 feet.
- No contamination is suspected along the alignment; therefore, no steam cleaning of drilling/sampling equipment will be done. In addition, no environmental samples will be taken.
- Investigation derived waste (IDW) that includes soil cuttings and drilling mud will be removed from the site and disposed of as part of this contract (only non-contaminated IDW).

3.2 Geotechnical Analyses

1. Develop cross sections and update the subsurface profile using the results of the field exploration program.
2. Geotechnical seismic design criteria for the bridge, including seismic design parameters and liquefaction hazard analysis incorporating results of new explorations to evaluate liquefaction extents and continuity of liquefiable soil layers.
3. Service-state, strength 1, and extreme-event bearing capacities, bearing elevations at each pier, and anticipated settlements of potential shallow foundation elements for the new bridge.
4. Length, diameter, service-state, strength 1, and extreme-event axial resistance, bearing elevations at each pier, and anticipated settlements of potential drilled shaft foundation elements for the new bridge. Drilled shaft foundation design will be based on the WSDOT computer program, DFSAP. Charts depicting axial resistance as a function of depth will be provided. Tabulated parameters for lateral resistance analysis, performed by others, will be provided.
5. Provide wall design lateral earth pressures parameters, K_a (Active), K_p (Passive), and K_{ae} (Seismic), and appropriate resistance factors.
6. Recommendations for approach embankment and/or retaining wall design, including global stability evaluation for static, seismic, and post-seismic conditions. (It is assumed a WSDOT standard plan retaining wall or a WSDOT-preapproved, proprietary structural earth wall system will be selected).
7. Settlement analyses of approach embankments and evaluation of mitigation measures, including pre-loading and lightweight fill improvement alternatives to address compressible fine grained layer.
8. Develop recommendations for the installation of stone columns or other ground improvements for liquefaction mitigation at the bridge approaches.

9. Analyze constructability issues and concerns related to deep foundations, embankment construction, and ground improvement.

3.3 Geotechnical Report and Plans/Specifications Support

SUBCONSULTANT will prepare draft and final geotechnical reports incorporating results from the 30 percent design geotechnical report (dated August 2019) and updated analyses and recommendations. The draft report will be provided for review by the design team and the CITY. The final report will incorporate review comments from the draft report.

SUBCONSULTANT will review the plans and specifications at the 60 percent and 90 percent development stages. The SUBCONSULTANT will support preparation of special provisions and/or advisory specifications to supplement the Bridge Special Provisions and the General Special Provision for structural earth retaining walls, ground improvement, and settlement monitoring.

3.4 Project Management and Meetings

Provide project management of the geotechnical tasks and attendance at design team meetings. It is assumed that not more than four meetings will be required. In addition, the duration of the geotechnical-related services is anticipated to cover a period of approximately 24 months.

The scope of work proposed above does not include evaluation of chemical or hazardous material properties of soil and groundwater, or the potential presence of wetlands on the site.

Deliverable(s)

- Three copies of a final geotechnical report will be provided incorporating all comments. An electronic copy of final geotechnical report in pdf format will also be provided.

TASK 4.0 – RAIL CROSSING COORDINATION

4.1 Railroad Meetings

CONSULTANT shall schedule and facilitate up to three meetings with BNSF and CITY staff in order to discuss the proposed bridge and wall structures identified during the preliminary design process. The goal of these meetings is to obtain input and concurrence from BNSF regarding the preferred bridge alternative.

Deliverable(s)

- Agendas, attendance, and meeting minutes for up to three meetings with BNSF. Assume two CONSULTANT staff attendance.

4.2 Railroad Coordination

CONSULTANT shall coordinate with the CITY to provide information to BNSF regarding the overpass agreement, construction permit, and all other documents, and to incorporate BNSF requirements into the special provisions, plans, and cost estimate.

TASK 5.0 – GRANT SUPPORT

CONSULTANT shall support the CITY with the preparation of a 2024 RAISE grant. The intent is to pursue federal discretionary grant funding to support the design and construction of the project.

5.1 Grant Coordination and Task Management

CONSULTANT shall schedule a call every other week with the Grove Street Overcrossing Grant Team, which will include the relevant CITY personnel, as well as CONSULTANT team members.

These calls will be used to track progress on the following work plan tasks and resolve any issues that may arise.

Assumption(s)

- Attendance at grant coordination meetings/calls every other week and as needed through the grant development timeline (assume up to four meetings per grant application).

5.2 Grant Documents and Data Review

CONSULTANT shall engage the CITY in a discussion to obtain relevant data and information (e.g., project status, schedule, cost estimate, risks, and funding), and discuss how the project should be described in the grant application to best fit each of the grant programs' criteria. CONSULTANT and the CITY will also discuss documents and data, and other information that will be needed to assist the CONSULTANT in updating the project's story in a way that speaks to U.S. Department of Transportation (USDOT) decision-makers and sets the project apart from the competition, including any planning and engineering documents developed to date.

The purpose of such consultation and document review is to understand project readiness, including scope, benefits, cost, project partners, financing, status, and schedule. This is also intended to allow CONSULTANT and CITY to identify how all the eligibility criteria should be met.

The following is an initial list of necessary data, information, and supporting documentation needed from CITY and specific CONSULTANT staff who have worked on the project:

- Any studies for the project completed in the last year
- Project budget, including the amount and source of federal, state, local, and private funding categories by project component and fiscal year, as well as the amount of RAISE funding requested and proposed non-federal matching funds
- Project status and milestone schedule, including status of any permits required
- Description of project phasing, including timeline to completion of planning phase and implementation of future full construction phases (not funded in this scope)
- Status of project readiness, including a description of the known risks that could impact the successful implementation of the project and the response plan of the known risks
- Role of the project in the local economy, as well as potential project impacts on the economy

In addition, CONSULTANT will monitor USDOT direction on grant application requirements, criteria, and procedures to help CITY remain well positioned for grant award. This may include participating in USDOT webinars, asking questions of USDOT staff on behalf of CITY, and assisting CITY with identifying project supporters that will provide letters of support (e.g., U.S. senators, representatives, other elected officials, freight industry and facility partners, and other key stakeholders).

5.3 Grant Application Development

Using the data and information provided by the CITY and through additional research and analysis, CONSULTANT will prepare a draft Project Narrative for the grant application subject to the current USDOT requirements. The Project Narrative will highlight how the project contributes to local, regional, and national significance under the Notice of Funding Opportunity (NOFO) criteria for discretionary grant funds. The Project Narrative will include content that provides the context for the project, drawing on existing material and graphics whenever possible, and assist in the editing and assembly of the draft and final grant application.

The following provides a sample of the major sections for a typical USDOT grant application to be drafted by CONSULTANT and provided to CITY for review and comment. The maximum page limit for the Project Narrative is typically between 25 and 30 pages. CONSULTANT will also provide final formatting for the application, including copy editing to catch typos, formatting, etc. Each application will be tailored to the NOFO released by USDOT.

1. Project Description
2. Project Location
3. Grant Funds, Sources, and Uses
4. Merit Criteria
5. Project Readiness

The draft Project Narrative will undergo review by CITY staff, and the draft document will be revised by CONSULTANT to address comments and recommendations by the reviewing team. CONSULTANT will update the Project Narrative to bring the application to a final draft status.

A key part of the grant application will be the demonstration of strong collaboration and partnership with a broad range of stakeholders. Unless requested, CONSULTANT will not support CITY in requesting and assembling letters of support. CONSULTANT will support the CITY in assembling graphics and maps and collect all application materials within a common electronic location, as well as assemble appendices for the application.

CITY will participate in meetings and conference calls requested by CONSULTANT to address and clarify comments and revisions, and review tasks and materials needed to complete the application.

Deliverable(s)

- Draft Project Narrative in Word format
- Assembled addenda for inclusion in the grant application
- Final Project Narrative and related addenda (grant application materials) in Word and PDF

5.4 Benefit Cost Analysis

DKS, SUBCONSULTANT, will perform a benefit cost analysis to quantify the estimated monetary impacts of the project. This analysis will be based on previous grant support work done for the project location and will include the following elements:

- Reduced vehicle delay due to waiting at the rail crossing
- Reduced vehicle operating costs for fuel consumed while idling at the rail crossing
- Reduced crash rates due to the removed conflicts between trains and vehicles/pedestrians, as well as reduced vehicular rear-end crashes at the rail crossing
- Reduced emissions due to vehicles no longer idling at an at-grade rail crossing
- Costs of project build-out and maintenance

Each of the benefits and costs will be calculated yearly, starting on the estimated beginning of construction until 20 years after estimated completion of the project. Benefits and costs will be discounted yearly following USDOT guidance. The resulting benefits and costs will be summarized with a Benefit-Cost Ratio value over the entire estimated service life of the project. A summary of the analysis will be documented in each of the three grant applications prepared as part of this scope.

Assumption(s)

- The methodology for performing each benefit-cost analysis, including assumed monetary values (e.g., value of time, reduced crashes, etc.), will come from the USDOT's Benefit-Cost Analysis Guidance for Discretionary Grant Programs (January 2023).
- The estimated service life of the project, based on USDOT guidance, will be **20 years** for purposes of benefit-cost calculations.
- The methodology used for the benefit-cost analysis will be applied for each grant application supported in this scope. Variations in assumptions or considered benefits/costs are not assumed to change between different grant applications.
- Based on previous analysis, a yearly linear growth rate of 1.5 percent will be assumed for vehicle traffic.

Deliverable(s)

- Spreadsheet used to calculate/quantify each benefit and cost considered in this analysis.
- Added documentation to each grant application, including narrative of the benefit-cost analysis and resulting benefit-cost ratio value.

TASK 6.0 – RIGHT-OF-WAY SERVICES

6.1 Project Management

Commonstreet, SUBCONSULTANT, shall prepare for and lead monthly ROW task force meetings and prepare for and attend design development meetings as requested by the CITY or the members of the project team. SUBCONSULTANT shall respond to inquiries and needs identified by CONSULTANT, CITY, and/or Project Stakeholders; provide written and oral status updates on ROW activities; and provide oversight to all aspects of the ROW program. SUBCONSULTANT shall review the CITY's approved ROW procedures and develop and execute the ROW program in compliance with state law, Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and WSDOT requirements. SUBCONSULTANT shall provide oversight of preliminary ROW activities to comply with WSDOT requirements and oversight of ROW activities to comply with WSDOT certification requirements. SUBCONSULTANT shall maintain QA/QC protocols in the execution of the ROW tasks and coordinate ROW cost estimates and title reviews.

Assumption(s)

- All ROW activities will comply with the URA, WSDOT Local Agency Guidelines (LAG) Manual, and the CITY's WSDOT-approved ROW procedures.
- Any phase (design, ROW, or construction) of the project will be eligible for federal funding and that WSDOT ROW certification is required.
- CONSULTANT will obtain permits and any necessary property rights from BNSF.
- CITY will manage the escrow closing process.

Deliverable(s)

- Status updates on ROW activities

6.2 Title Searches and Review

SUBCONSULTANT shall create state and federal compliant project files for each parcel, request new and/or updates to existing title commitments, and review title reports for each parcel and identify each exception. Once a parcel's title interest has been reviewed, SUBCONSULTANT shall identify methods of clearance per CITY direction.

Assumption(s)

- CITY will acquire and pay for title commitments.

Deliverable(s)

- Project files for each parcel

6.3 Prepare ROW Funding Estimate

SUBCONSULTANT shall conduct site inspections, research and review pertinent county assessor/auditor data, and research and review estimates of costs to cure damages for designated parcels. SUBCONSULTANT shall provide appraisal, agreement of sale (AOS), and appraisal review costs and obtain costs to procure title reports. SUBCONSULTANT shall determine where relocation may be required and estimate costs to provide ROW services for

relocation in compliance with the URA and WSDOT LAG Manual Chapter 25. SUBCONSULTANT shall determine risks of condemnation on individual parcels and all other tasks to complete the ROW cost estimate in compliance with WSDOT/Federal Highway Administration (FHWA) requirements. SUBCONSULTANT shall provide all documentation required and used to complete the ROW cost estimate and update the ROW cost estimate annually for up to two years after the initial estimate is delivered.

Deliverable(s)

- Appraisal, AOS, and appraisal review costs
- Title report costs
- Estimated relocation costs
- Risks of condemnation
- ROW cost estimate and updates

6.4 Relocation Planning

SUBCONSULTANT shall identify parcels, occupants, and businesses displaced by the project and prepare relocation plans. SUBCONSULTANT shall conduct surveys and preliminary interviews with displacees.

Assumption(s)

- Planning shall comply with FHWA and State of Washington regulations.

Deliverable(s)

- Relocation plan
- Survey and interview documentation

6.5 Residential Relocations

SUBCONSULTANT shall provide relocation advisory services and property owner relocation notices. SUBCONSULTANT shall perform comparative market analysis, review move out bids, and compute appropriate move entitlements. SUBCONSULTANT shall assist with filing of claims and payments, perform decent, safe, and sanitary (DSS) and move out inspections, and provide close out files to CITY upon completion of relocation tasks.

Assumption(s)

- Occupants of no more than three residential parcels (including up to three tenants and a landlord of the Beach Avenue triplex) will be displaced and will be requiring relocation services.

Deliverable(s)

- Property owner relocation notices
- Move entitlements
- Close out files

6.6 Business Relocations

SUBCONSULTANT shall provide relocation advisory services and property owner relocation notices. SUBCONSULTANT shall perform comparative market analysis, review move out bids,

and compute appropriate move entitlements. SUBCONSULTANT shall assist with filing of claims and payments, perform site and move out inspections, and provide close out files to CITY upon completion of relocation tasks.

Assumption(s)

- No more than three business entities will be displaced and will be requiring relocation services.

Deliverable(s)

- Property owner relocation notices
- Move entitlements
- Close out files

6.7 Appraisal and Appraisal Review Coordination

SUBCONSULTANT shall manage and coordinate with any subconsultants to prepare the appraisals and complete the appraisal reviews, provide all documentation required to complete appraisal report review, and integrate the findings into offer packages.

Assumption(s)

- SUBCONSULTANT shall support the CITY's Determinations of Value.
- CITY requires no more than 11 whole or partial acquisitions.
- After the 11 parcels are released for appraisal, no additional parcels will be designated and ROW plans will not be changed to add new properties.
- CBRE Group, Inc. will complete 11 appraisals and R.F. Duncan & Associates, Inc. will provide appraisal review services.

Deliverable(s)

- Eleven appraisals

6.8 Negotiations, Administrative Settlements

SUBCONSULTANT shall set up the project files and review all appraisal and compensation data. SUBCONSULTANT shall prepare, deliver, and present offer packages, including offer letter, settlement agreement, and conveyance documents; and negotiate and draft justification memos, if necessary, for settlements. SUBCONSULTANT shall clear encroachments to comply with federal and state requirements and support preparing condemnation ordinances when required.

Assumption(s)

- SUBCONSULTANT shall QA/QC all documents, tasks, and processes before, during, and after acquisition process.

Deliverable(s)

- Offer packages

6.9 Community Outreach

SUBCONSULTANT shall draft or collaborate on the drafting of introductory letters to impacted property owners and attend up to two community meetings.

6.10 WSDOT Certification and File Close Out

SUBCONSULTANT shall collaborate with the CITY during the certification process. SUBCONSULTANT shall set up a CITY escrow account or facilitate execution of all conveyance documents, payment vouchers, proof of payment, and closing data along with recorded conveyance documents and closing of files. SUBCONSULTANT shall set up closed files to provide to WSDOT Local Programs, address any issues or concerns raised by WSDOT Local Programs, and prepare final parcel files in a format requested by the CITY.

Deliverable(s)

- Parcel files in electronic format by the CITY

TASK 7.0 – ENVIRONMENTAL DOCUMENTATION AND PERMIT COORDINATION

The initial design phase of the project included early agency coordination and preparation of anticipated environmental documentation to comply with WSDOT National Environmental Policy Act (NEPA) policies for federally funded projects. In the final design phase, the CONSULTANT will confirm that the initial documentation requirements are still applicable and proceed with permit applications. The following documents were prepared in the initial design services.

- Categorical Exclusion Form (NEPA)
- Environmental Justice Technical Memorandum
- Noise Analysis Report
- Endangered Species Act Technical Memorandum
- Hazardous Materials Technical Memorandum

CONSULTANT shall assist the CITY in the finalization of environmental documentation and permitting of the project by providing the following services.

7.1 Agency Coordination

CONSULTANT will meet with WSDOT and CITY planning staff to review the project and previously prepared environmental documentation.

Assumption(s)

- Previously prepared documentation (i.e., Noise Analysis Report, Cultural Report, CatEx form, etc.) will not need to be updated.
- The project will qualify for a categorical exemption.
- CONSULTANT will attend one virtual meeting with CITY and WSDOT to review the project and confirm documentation requirements.
- WSDOT Local Programs staff will confirm that the only NEPA documentation needed to supplement the CatEx form is the previously prepared documentation that has been previously submitted. If updates or additional technical memoranda or documentation are required, a scope amendment will be necessary.
- CONSULTANT will provide up to 24 hours of routine coordination with WSDOT staff during the NEPA review period. This will include efforts to clarify information provided to WSDOT and review/respond to WSDOT comments.

- CONSULTANT will attend one virtual meeting with CITY planning staff to review the project and confirm documentation requirements.

Deliverable(s)

- CONSULTANT's permitting specialist shall prepare meeting minutes and memoranda documenting the coordination activities with state and federal agencies, as required.

7.2 SEPA Documentation

CONSULTANT will prepare a State Environmental Policy Act (SEPA) checklist for compliance with SEPA and for the CITY to complete a threshold determination for the project.

CONSULTANT will hold a pre-application meeting with the CITY to discuss the SEPA review process and required documentation. Information and data developed for the NEPA documentation will be used to complete the SEPA checklist. CITY is the lead agency for SEPA review and the community development director is the responsible official. CONSULTANT assumes that the SEPA submittal will include the following elements:

- Land Use Application Form
- SEPA Checklist
- Vicinity Map
- Project Drawings/Grading Plans
- Geotechnical Report (Shannon & Wilson)
- Drainage Report
- Cultural and Historic Resource Memorandum (Drayton)
- Title Reports (provided by the CITY)

CONSULTANT will provide a draft SEPA checklist for one round of review and comment by the CITY. The technical reports identified above will be reviewed by the CITY separately for the NEPA CatEx form and will not be included in the draft SEPA submittal. After receipt of CITY comments, the CONSULTANT will revise the checklist and provide the final SEPA package to the CITY.

Assumption(s)

- A 2-hour kickoff meeting will occur with CITY staff at CITY offices to review the submittal requirements and discuss the project permitting strategy.
- CITY will prepare and publish a SEPA determination of non-significance for the project and no other technical analysis will be required. CITY will be responsible for SEPA public notice and responses.
- CITY will provide title reports for the subject properties adjacent to the project limits.
- CITY will be responsible for all review fees.
- There are no known biological resources (i.e., wetlands, streams, habitat) in the project area that would require a critical area review or permit from the CITY. A critical areas report will not be prepared for this project.

- There are no waters of the United States or state of Washington in the project area that would be impacted. Therefore, permits from the U.S. Army Corps of Engineers or Washington Department of Fish and Wildlife are required.
- Individual Section 401 Water Quality Certification by Ecology is not required.

Deliverable(s)

- Draft and Final NEPA Documentation, including Categorical Exclusion Form, Cultural Resources Memorandum, Hazardous Materials Memorandum, Noise Report, and Environmental Justice Memorandum in electronic PDF format.
- Draft and Final SEPA Checklist in electronic PDF format.
- Final SEPA Submittal Package – 2 hard copies and 1 electronic copy (PDF).

7.3 National Pollutant Discharge Elimination System (NPDES)

CONSULTANT shall prepare necessary application and public notice to obtain coverage under the NPDES general stormwater permit. Draft applications, including supporting information, shall be submitted to the CITY for review and comment. Revised permit application shall be provided to the CITY for signature and submittal to permitting agency.

Deliverable(s)

- NPDES Application
- Public Notice

TASK 8.0 – PLANS, SPECIFICATIONS, AND ESTIMATE

This task involves engineering and design work required to complete the PS&Es in accordance with guidelines established by CITY. Subtasks required to complete the 60 percent, 90 percent, and ad-ready PS&Es are described below.

8.1 Submittals and Reviews

CONSULTANT shall submit in-progress project documents to the CITY for review and comment at the 60 percent, 90 percent, and ad-ready completion stages for the project as described in Section 8.2. CONSULTANT shall incorporate the CITY’s comments. A final check set will be provided for concurrence by the CITY. Upon incorporation of the final submittal review comments, CONSULTANT shall submit to the CITY an ad-ready PS&E bid package.

Deliverable(s)

- Responses to CITY comments on 60 percent and 90 percent PS&E

8.2 Intermediate and Final Plans, Specifications, and Estimate

Through the following subtasks, the intermediate and final civil and structural PS&E contract documents will be prepared for CITY review. The following will be included in the plan set.

8.2.1 Title Sheet

8.2.2 Legend, Symbols, and General Notes

8.2.3 Typical Roadway Sections

Detailed typical roadway sections shall be developed in accordance with the preliminary roadway geometry and pavement design recommendations.

8.2.4 Roadway Plans and Profiles

Roadway plan and profiles will be prepared, including all driveways and accesses.

8.2.5 Roadway Details

Roadway details will be provided for nonstandard design details.

8.2.6 Bridge Design and Plans

CONSULTANT shall complete structural design of the bridge and approach walls that was advanced in the preliminary design. This design is assumed to be the lowest cost bridge and wall alternative taking into account project constraints. CONSULTANT shall prepare contract documents based on design criteria approved by CITY Public Works and BNSF. Submittals at 60 percent, 90 percent, and final will be prepared covering the following areas. Supporting engineering calculations will be included in the final submittal.

1. Approach fill and wall system
2. Bridge foundation elements
3. Bridge substructure columns and crossbeams
4. Bridge superstructure girders
5. Bridge deck
6. Bridge traffic and pedestrian railing
7. Railroad protection elements
8. Miscellaneous elements for utility support , illumination, and local access
9. Engineer's estimate and construction schedule
10. Special provisions

8.2.7 Wall Design and Plans

Plans indicating layout and type of retaining walls will be developed. It is anticipated that six walls, totaling approximately 1,200 linear feet, will be required. Where structural earth wall type is indicated, the contract documents will provide performance specifications and other design parameters for Contractor-provided final design. Where concrete cantilever wall type is indicated, CONSULTANT shall provide complete structural design, plans, details, and specifications.

8.2.8 Drainage Design and Plans

This task involves preparing 60 percent, 90 percent, and ad-ready storm drainage design drawings and a final drainage report. The design and drainage report shall be prepared per the criteria of Ecology's Stormwater Management Manual for Western Washington (February 2019) and the CITY and WSDOT requirements.

It is assumed that the most likely design is to convey the water off the bridge structure to the north and south sides, and treat the six-month storm flows in each direction and dissipate any

additional flows within the existing ROW. To the west, the area in the northwest corner of Cedar Avenue and Grove Street may be sufficient to provide a bioinfiltration swale. To the south, the CONSULTANT proposes to drain the runoff to the wetland at the southeast corner of the existing bridge approach. In order to determine the feasibility of this concept, CONSULTANT shall perform the following.

1. Collect and review available paper and electronic as-builts and construction record drawings for existing stormwater facilities, including vaults, pipes, ditches, structures, and other features.
2. Collect and review available stormwater designs, studies, and reports from WSDOT and CITY, with an emphasis on the design criteria used for existing facilities within the project area.
3. Collect available topographic information to complete basin delineations for contributing runoff areas and produce a drainage area map showing each contributing area and the proposed path for stormwater runoff from the project area, at a scale no smaller than 1"=200'.
4. Prepare draft preliminary engineering report and submit to CITY for review.
5. Meet with CITY and other involved parties to review and discuss draft preliminary engineering report.
6. Revise draft preliminary engineering report to final version that recommends a preferred option.
7. Prepare draft drainage report based on preferred option established in preliminary engineering report for CITY approval.
8. Design project stormwater facilities, including pipes, inlets, catch basins, control structures, swales, ditches, outfall protection, and associated structures.

The Preliminary Engineering Report shall

1. Coordinate with applicable parties to determine preferred function and orientation of drainage facilities
2. Prepare basin delineation map
3. Identify various alternatives and considerations of each
4. Evaluate feasibility of alternatives
5. Determine preferred option
6. Provide preliminary sizing calculations
7. Prepare rough cost estimates

The Drainage Report shall include:

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

Once the preferred stormwater design has been agreed upon, CONSULTANT shall provide drainage plans and profiles, including layouts and details of any water quality facilities.

Assumption(s)

- Stormwater detention facilities will not be required.

8.2.9 Suggested Bridge Construction Phasing Plan

CONSULTANT shall prepare a suggested bridge construction phasing plan based on the design for CITY and BNSF review. The plan shall include all the major steps to complete the bridge while maintaining access for BSNF during construction.

8.2.10 Site Preparation, TESC Plan, and Detour Plans

CONSULTANT shall provide site preparation, temporary erosion and sedimentation control (TESC) plan, and detour plans for the road closures during construction of the project. The plans will include temporary striping, signing, and temporary access to adjacent properties. The plans will include required demolition for the project.

Assumption(s)

- Contractor will prepare the Stormwater Pollution Prevention Plan.

8.2.11 Illumination Plans

DKS, SUBCONSULTANT, will provide plans as described in Task 9.0

8.2.12 Signal Plans

DKS, SUBCONSULTANT, will provide plans as described in Task 9.0

8.2.12 Channelization/Signing Plans

Channelization markings will be presented on these plans and be in accordance with applicable CITY standards. Permanent signing for the project will be included on the channelization plans.

8.2.13 Landscape and Irrigation Design and Plans

CONSULTANT shall provide landscape and irrigation plans for the project. Street trees, miscellaneous shrubs, and ground cover shall be designed along with the associated irrigation facilities. Landscape and irrigation improvements are assumed to occur on both sides of Cedar Avenue and on the north side of Grove Street from Cedar Avenue to Station 11+50. Improvements are not planned for the south side of Grove Street or on the north side from Station 11+50 to Station 13+25. Seeding restoration will be provided for the potential contractor laydown area south of Grove Street between Cedar Avenue and the BNSF railroad.

8.3 Right-of-Way Plans

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

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

Assumption(s)

- CITY will provide complete title report guarantees, with supporting documents for those parcels affected by this project.
- ROW plans will be prepared in a WSDOT format, using centerline stationing with offsets to define the existing limits and proposed acquisition lines.
- If additional work is required, this work will be billed as an extra to the contract as an additional scope.

Deliverable(s)

- Draft ROW plans and exhibits - sheets in PDF format.
- Final ROW plans and exhibits - sheets in PDF format. Sealed and signed by a PLS licensed in the state of Washington.

8.4 Utility Coordination

CITY has determined there are overhead and subsurface utilities present within the project. It is assumed the CITY will perform all coordination with utility representatives for relocation of existing overhead and underground utilities. CITY will also provide the required number and size(s) of any openings to accommodate future utilities on the bridge.

Assumption(s)

- Potholing will be included as a supplemental task once possible utility conflicts have been identified.

8.5 Environmental Exhibits

CONSULTANT shall prepare exhibits required for permits.

8.6 Final Design Report

CONSULTANT shall prepare a final design report reflecting all of the engineering parameters used to design the project.

8.7 Special Provisions

CONSULTANT shall prepare special provisions for the project manual not covered by the CITY's special provisions and WSDOT/American Public Works Association Standard

Specifications. It is assumed the CITY will assemble the project manual. CONSULTANT shall review project manual and provide comments.

8.8 Engineer's Estimate and Construction Schedule

CONSULTANT shall conduct quantity take-offs, calculate quantities, and prepare a construction estimate and suggested construction schedule. CONSULTANT shall work with the CITY to select appropriate bid items. CITY shall provide bid tabs of similar jobs.

Deliverable(s)

Intermediate (60 Percent) PS&E Submittal: 30% Design Comments Incorporated and All Engineering Complete

- The intermediate PS&E plans (one-half size PDF)
- Draft technical special provisions and bid item list
- Draft construction schedule
- Approximate quantities for determining project budget trends
- One PDF copy of final Design Report
- One PDF copy of final Drainage Report
- Revised exhibits for environmental documents

Final (90 Percent) PS&E Submittal: 60% Design Incorporated and All Details Included

- A completed final roadway PS&E submittal incorporating CITY comments
- Completed technical special provisions and bid item list
- Completed construction schedule and quantities

Ad-Ready (100 Percent) PS&E Submittal: Package Ready for Advertisement

- A final check set will be provided for concurrence by the CITY.
- Completed PS&E drawings incorporating CITY comments on the final PS&E submittal (one full size) in PDF and a zip file(s) containing sheet files and references in AutoCAD Civil 3D 2022 format
- Completed calculation package
- Completed technical special provisions and bid item list incorporating CITY comments on the final PS&E submittal
- Completed construction schedule and quantities incorporating CITY comments on the final PS&E submittal

TASK 9.0 SIGNAL AND ILLUMINATION DESIGN

DKS, SUBCONSULTANT, shall complete signal and illumination design as required for the Grove Street Overcrossing project. This work shall include illumination design for up to 1,200 linear feet of reconfigured roadway, and signal design for one new and one future signalized intersection.

Assumptions

- For existing signalized locations, the CITY shall provide record drawings for existing signal hardware and wiring.

- CITY staff will assist SUBCONSULTANT to open existing signal junction boxes and signal controller cabinets to verify record drawings.
- All illumination shall be decorative. CITY shall provide models and specifications to be incorporated into the project documents.

9.1 PS&E (60 and 90 percent) Signal and Illumination Design

The PS&E (60 and 90 percent) submittals will include electronic files in AutoCAD-compatible format, hard-copy drawings, and a technical specification outline at the 60 and 90 percent complete design levels for project design review. The submittal will include any outstanding issues and/or conflicts, evaluation of risks that need resolution, and recommendations to resolve such issues.

To support needed timing plans and confirm needed turn bay lengths, a traffic operations analysis will be performed by the SUBCONSULTANT at both study intersections. The analysis will be done over a horizon year (20 years after opening) for the AM and PM peak periods, based on traffic counts grown at an assumed 1.5 percent per year linearly. Synchro will be used for the traffic operations analysis.

The PS&E (60 and 90 percent) submittals are defined as being sufficiently complete to illustrate the entire scope of work under design so that all reviewers can comment on the overall project. Items of significance will also have been independently checked at this point, including items on drawings, in the specifications, or on figures in the estimate. The work will be essentially complete. Drawings will be nearly complete and will have incorporated or resolved all comments made during the 30 percent design review and other informal reviews.

The PS&E (60 and 90 percent) signal and illumination design plans will contain the following.

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

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

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

Deliverable(s)

- PS&E (60 and 90 percent) signal and illumination plan sheets (one half-size original, one electronic PDF of half-size drawings)

- PS&E (60 and 90 percent) signal and illumination cost estimate (one hard copy, one electronic PDF, and one electronic Excel version, quantities broken down per sheet)
- PS&E (60 and 90 percent) signal and illumination Section 8-20 and 9-29 Special Provisions (one hard copy and an electronic copy in Word 2013 or newer)
- Updated AutoCAD files
- Synchro model files of each study intersection and a results summary showing projected delay and queues for the AM and PM peaks

9.2 Final (100 Percent) Signal and Illumination Design

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

Deliverable(s)

- Final (100 percent) signal and illumination plan sheets (one half-size original, one electronic PDF of half-size drawings)
- Final (100 percent) signal and illumination cost estimate (one hard copy, one electronic PDF, and one electronic Excel version, quantities broken down per sheet)
- Final (100 percent) signal and illumination Section 8-20 and 9-29 Special Provisions (one hard copy and an electronic copy in Word 2013 or newer)
- Annotated 90 percent submittal review comments
- Updated AutoCAD files

9.3 Ad-ready Contract Documents

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

Deliverable(s)

- Ad-ready signal and illumination plan sheets (one signed half-size original, one electronic PDF of half-size drawings)
- Ad-ready signal and illumination cost estimate (one hard copy, one electronic PDF, and one electronic Excel version, quantities broken down per sheet)
- Ad-ready signal and illumination Section 8-20 and 9-29 Special Provisions (one hard copy and an electronic copy in Word 2013 or newer)
- Annotated 90 percent submittal review comments
- Updated AutoCAD files

TASK 10.0 AD, BID, AND AWARD

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

TASK 11.0 MANAGEMENT RESERVE FOR OPTIONAL SERVICES

Because of the uncertainties that arise during the performance of preparing contract documents, a management reserve fund has been established for this project in the amount of \$25,000. CONSULTANT shall provide documentation, management, and gain task order approval of such extra work from the CITY within the agreed-upon contingency budget. No extra work shall be permitted prior to the CITY's authorization of these contingency funds.

GRAPHIC STANDARDS

All plans will be prepared in accordance with standard practices of the CITY. Sample plans and design standards will be provided by the CITY as a guide. Plans shall be prepared as follows.

- The horizontal scale for the full-size plans will be 1" = 20'.
- The plans will be completed in AutoCAD Version 2022.
- Line types and layers will be consistent with CITY CAD standards.
- Full-size plan sheets will be 22 by 34 inches on standard CITY title and border.
- Plan sheets using topographic base mapping will use reference files so that the base map will remain as a single computer file. Each drawing will be a separate computer file with the base reference file as a separate CAD file.

SERVICES NOT INCLUDED

The following services are not a part of this scope of services. If the CONSULTANT and/or CITY chooses to add one or more of the following services to this scope of services, then this agreement shall be modified in terms of an addition to the total compensation to be paid and an appropriate extension of time (as necessary).

- Permit applications, fees, or charges not mentioned above
- Construction administration
- Construction engineering support

CITY OF MARYSVILLE PUBLIC WORKS-PROVIDED REFERENCE MATERIALS

The following documents are to be provided by CITY.

- "As-built" plans of adjacent projects or previous projects in the area as available
- Example plans and specifications, including CITY boilerplate specifications approved by WSDOT
- A list of utilities and other agencies having jurisdiction in the project area
- Bid tabulations of previous projects as available
- CITY standard, boilerplate contract documents (contract, bid bond format, performance bond, etc.) for the bid documents in electronic and hard copy format
- CITY standard specifications and details

CITY OF MARYSVILLE PUBLIC WORKS-PROVIDED PROJECT SERVICES

The following services will be provided by CITY.

- A list of utility franchises and other agencies having jurisdiction in the project area
- Coordination with the utility companies and other agencies
- Rights-of-entry, as necessary
- Other services as noted in the scope of work

DESIGN CRITERIA

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

WSDOT Publications

- Standard Specifications for Road, Bridge, and Municipal Construction, English Edition (M41-10)
- Standard Plans for Road, Bridge, and Municipal Construction, English Edition (M21-01)
- Design Manual (M22-01)
- Bridge Design Manual, Volumes 1 and 2 (M23-50)
- Plans Preparation Manual (M22-31)
- Construction Manual
- LAG Manual
- Hydraulics Manual (M23-03)

AASHTO Publications

- LRFD Bridge Design Specifications, Ninth Edition, 2020
- Guide Specifications for LRFD Seismic Bridge Design, Second Edition, 2011
- A Policy on Geometric Design of Highways and Streets (2018, Green Book)

U.S. Department of Transportation, Federal Highway Administration

- Manual on Uniform Traffic Control Devices for Streets and Highways

Other Publications/Design Guides

- Americans with Disabilities Act
- Highway Research Board's Manual entitle Highway CapaCITY
- Ecology Stormwater Manual for Western Washington, February 2019
- Standard drawings and sample documents provided by CITY and furnished to the CONSULTANT shall be used as a guide in all applicable cases
- BNSF Railway/Union Pacific Railroad, Guidelines for Railroad Grade Separation Projects

Exhibit B
DBE Participation

Agreement Number:

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

See exhibit A.

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

See attached.

Agreement Number:

EXHIBIT D: Consultant Fee Determination

Analysis of Costs - WSP Inc.

Direct Salary Cost (DSC)

PERSONNEL	Hours	Pay Rate	Cost
Senior Project Manager	52	\$120.59	\$ 6,271
Project Manager	932	\$92.71	86,401
Structural Lead	706	\$78.97	55,753
Project Engineer	1922	\$56.13	107,872
Struct./Civil Engineer	1128	\$40.71	45,921
Environ. Lead	94	\$75.76	7,121
Environ. Scientist	136	\$48.24	6,561
Designer	370	\$68.95	25,512
Graphics/ CADD	2078	\$55.52	115,364
Grant Lead and QA/QC	108	\$76.09	8,218
BCA QA/QC	24	\$89.56	2,149
Grant Narrative Support	190	\$55.74	10,591
Project Accountant	143	\$46.99	6,720
Direct Salary Cost Total	7883		\$ 484,453
Salary Escalation (see escalation tab)			\$ 29,702

<u>Overhead Cost</u>	<u>140.62%</u>	of DSC	\$ 723,005
<u>Fixed Fee</u>	<u>30.00%</u>	of DSC	\$ 154,247

SUBTOTAL \$ 1,391,407

Reimbursables

Travel/Parking		\$	1,855
Reproduction/Postage			1,050
Computer/Special Equipment			-
Miscellaneous			-

SUBTOTAL 2,905

WSP SUBTOTAL 58.0% **\$ 1,394,312**

Subconsultants: (See Exhibit E)

E-1: 1 Alliance	0.6%	Participation	\$ 14,395.38
E-2: Shannon and Wilson E	11.3%	Participation	\$ 271,118.32
E-3: Commonstreet	19.1%	Participation	\$ 459,609.05
E-4: DKS	10.0%	Participation	\$ 239,664.83
Total Subs	41.0%		

SUBCONSULTANTS SUBTOTAL \$ 984,788

Management Reserve \$ 25,000

GRAND TOTAL \$ 2,404,100



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 20, 2023

WSP USA, Inc.
One Penn Plaza
250 West 34th Street
New York, NY 10119

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Christopher Kidd:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by Deloitte & Touche, LLP as follows:

- General Services Office: 140.62% of direct labor (rate includes 0.32% Facilities Capital Cost of Money)
- Base Field: 104.45% of direct labor (rate includes 0.22% Facilities Capital Cost of Money)

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

Schatzie Harvey (Jul 20, 2023 09:35 PDT)

SCHATZIE HARVEY, CPA

Contract Services Manager

SH:BJO

WSP USA INC. AND CERTAIN SUBSIDIARIES - GENERAL SERVICES OFFICE

STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2022

Description	Financial Statement Expenses	Disallowed Costs	Total Proposed	% of Direct Labor
Direct Labor	\$ 442,114,074	\$ -	\$ 442,114,074	
Fringe Benefits:				
Payroll Taxes	\$ 37,084,890	\$ -	\$ 37,084,890	8.39%
Group Insurance & Workers' Compensation	37,022,207		37,022,207	8.37%
Fringe Salaries	55,102,525		55,102,525	12.46%
Additional Compensation	11,468,857		11,468,857	2.59%
Other Employee Benefits	21,877,626	(444,636) (a)	21,432,990	4.85%
Total Fringe Benefits	\$ 162,556,105	\$ (444,636)	\$ 162,111,469	36.67%
General Overhead Expenses				
Office Rent	\$ 44,207,019	\$ -	\$ 44,207,019	10.00%
Depreciation	11,672,612	-	11,672,612	2.64%
Amortization	8,148,510	(96,609) (b)	8,051,901	1.82%
Repairs And Maintenance	10,067,145	-	10,067,145	2.28%
Indirect Salaries	171,202,373	(2,801,398) (c)	168,400,975	38.09%
Fringe Benefits (Administrative)	52,945,708	(1,705,755) (a)	51,239,953	11.59%
Computer, Supplies, Reproduction	37,793,383	(9,473) (d)	37,783,910	8.55%
Travel And Related Expenses	9,350,780	(1,665,805) (e)	7,684,975	1.74%
Relocation And Moving (Office)	642,248	-	642,248	0.15%
Communications	3,252,324	-	3,252,324	0.74%
Subscriptions, Books, Fees	2,594,760	(517,031) (f)	2,077,729	0.47%
Consultant Fees	6,741,415	(2,704,536) (g)	4,036,879	0.91%
Additional Compensation	7,988,939	(41) (h)	7,988,898	1.81%
Miscellaneous Expenses	26,589,493	(13,890,709) (g)	12,698,784	2.87%
General Insurance	5,767,700	-	5,767,700	1.30%
Insurance E&O	16,766,490	-	16,766,490	3.79%
Other Taxes	2,906,446	(3,993) (i)	2,902,453	0.66%
State & Local Income Taxes	8,478,142	11,296,486 (j)	19,774,628	4.47%
Audit & Legal	3,608,560	(1,347,638) (k)	2,260,922	0.51%
Bid and Proposals/Research and Development	42,065,457	(1,176,082) (l)	40,889,375	9.25%
Interest Expense	2,139,712	(2,139,712) (m)	-	0.00%
Bad Debts	(445,169)	445,169 (n)	-	0.00%
Federal Tax Expense	9,303,706	(9,303,706) (o)	-	0.00%
Total General Overhead	\$ 483,787,753	\$ (25,620,833)	\$ 458,166,920	103.63%
Total Fringe Benefits and General Overhead	\$ 646,343,858	\$ (26,065,469)	\$ 620,278,389	140.30%
Facilities Capital Cost Of Money(FCCM)	\$ 1,412,828	\$ -	\$ 1,412,828	0.32%
Total Allowable and Non Allowable Overhead	\$ 647,756,686	\$ (26,065,469)	\$ 621,691,217	140.62%
Percent of Direct Labor	146.51%	-5.89%	140.62%	

(Continued)

WSP USA INC. AND CERTAIN SUBSIDIARIES - GENERAL SERVICES OFFICE

**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD (CONTINUED)
FOR THE YEAR ENDED DECEMBER 31, 2022**

FAR References

- (a) 31.205-13; 31.205-14: Unallowable gifts, entertainment and recreation. (b) 31.201-4; 31.205-11: Unallowable costs related to backlog.
- (c) 31.205-6; 31.205-22; 31.205-27: Unallowable executive compensation and advertising, lobbying, and M&A activity.
- (d) 31.205-1: Unallowable advertising costs. (e) 31.205-14; 31.205-46; Unallowable entertainment, alcohol and costs exceeding per diems.
- (f) 31.205-1; 31.205-8; 31.205-22: Unallowable advertising, contributions, and lobbying expenses.
- (g) 31.205-1; 31.205-22; 31.205-27: Unallowable public relations, lobbying, and M&A support. (h) 31.205-6: Excess bonus/compensation.
- (i) 31.205-41: Unallowable tax penalties. (j) 31.205-41: Current portion of State income tax payments.
- (k) 31.205-22; 31.205-27; 31.205-47: Unallowable lobbying, M&A support, and settlement expenses.
- (l) 31.205-1; 31.205-46: Unallowable advertising and travel expense in excess of per diems.
- (m) 31.205-20: Unallowable Interest (n) 31.205-3: Unallowable Bad Debts (o) 31.205-41 Unallowable Federal Taxes

See accompanying Notes to the Statement of Direct Labor, Fringe Benefits, and General Overhead

Grove Street

WSP USA, Inc
 1001 Fourth Ave., Suite 3100
 Seattle, WA 98154

Job Classifications	Direct Salery Rates	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		140.62%	30.00%	
Senior Project Manager	\$158.07	\$222.28	\$47.42	\$427.77
Project Manager	\$104.85	\$147.44	\$31.46	\$283.75
Structural Lead	\$87.66	\$123.27	\$26.30	\$237.22
Project Engineer	\$65.54	\$92.16	\$19.66	\$177.36
Struct./Civil Engineer	\$44.98	\$63.25	\$13.49	\$121.72
Environ. Lead	\$83.34	\$117.19	\$25.00	\$225.52
Environ. Scientist	\$57.29	\$80.56	\$17.19	\$155.03
Designer	\$75.85	\$106.65	\$22.75	\$205.25
Graphics/ CADD	\$63.86	\$89.79	\$19.16	\$172.80
Grant Lead and QA/QC	\$83.70	\$117.70	\$25.11	\$226.51
BCA QA/QC	\$98.52	\$138.53	\$29.55	\$266.60
Grant Narrative Support	\$85.86	\$120.73	\$25.76	\$232.34
Project Accountant	\$74.80	\$105.18	\$22.44	\$202.42

EXHIBIT D: Consultant Fee Determination

Analysis of Costs - WSP Inc.

Direct Salary Cost (DSC)

PERSONNEL	Hours	Pay Rate	Cost
Senior Project Manager	52	\$120.59	\$ 6,271
Project Manager	932	\$92.71	86,401
Structural Lead	706	\$78.97	55,753
Project Engineer	1922	\$56.13	107,872
Struct./Civil Engineer	1128	\$40.71	45,921
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Environ. Scientist	136	\$48.24	6,561
Designer	370	\$68.95	25,512
Graphics/ CADD	2078	\$55.52	115,364
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Direct Salary Cost Total	7883	\$	484,453
Salary Escalation (see escalation tab)		\$	29,702

<u>Overhead Cost</u>	<u>140.62%</u>	of DSC	\$ 723,005
<u>Fixed Fee</u>	<u>30.00%</u>	of DSC	\$ 154,247

SUBTOTAL \$ 1,391,407

Reimbursables

Travel/Parking		\$	1,855
Reproduction/Postage			1,050
Computer/Special Equipment			-
Miscellaneous			-

SUBTOTAL 2,905

WSP SUBTOTAL 58.0% **\$ 1,394,312**

Subconsultants: (See Exhibit G)

1 Alliance	0.6%	Participation	\$ 14,395.38
Shannon and Wilson	11.3%	Participation	\$ 271,118.32
Commonstreet	19.1%	Participation	\$ 459,609.05
DKS	10.0%	Participation	\$ 239,664.83
Total Subs	41.0%		

SUBCONSULTANTS SUBTOTAL \$ 984,788

Management Reserve \$ 25,000

GRAND TOTAL \$ 2,404,100

Prepared By _____

Date _____

EXHIBIT D
WSP Inc. Reimbursable Estimate

WSP Inc.

REIMBURSABLES

	Units	at	Cost	
Travel/Parking				
Miles	1000	\$	0.655	\$ 655.00
Lodging/Meals	1	\$	1,200.00	\$ 1,200.00
				Travel Subtotal
				\$1,855.00
 Reproduction/Postage				
2 X 3 Boards	6	\$	50.00	\$ 300.00
Allowance for Outside Reproduction	1	\$	500.00	\$ 500.00
Courier	10	\$	25.00	\$ 250.00
				Reproduction Subtotal
				\$1,050.00
 Computer/Special Equipment				
Computer Time				\$ -
				\$ -
				Computer Subtotal
				\$ -
 Miscellaneous				
				\$ -
				\$ -
				\$ -
				Miscellaneous Subtotal
				\$0.00

DESCRIPTION	WSP Inc.													TOTAL	
	Senior Project Manager	Project Manager	Structural Lead	Project Engineer	Struct./Civil Engineer	Environ. Lead	Environ. Scientist	Designer	Graphics/CADD	Grant Lead and QA/QC	BCA QA/QC	Grant Narrative Support	Project Accountant		
	\$ 346.36	\$ 266.26	\$ 226.81	\$ 161.20	\$ 116.92	\$ 198.03	\$ 217.59	\$ 138.55	\$ 159.45	\$ 218.54	\$ 257.23	\$ 160.10	\$ 134.96		
1.0 PROJECT MANAGEMENT															
1.1 Project Administration and Management (30 months)															
Mobilization		8												12	20
Work Plan and Design Schedule	4	8	8											4	24
Monthly Progress Reports	8	30	8											15	61
Monthly Invoicing (30 Months)		30												30	60
SubTotal	12	76	16	0	0	0	0	0	0	0	0	0	0	61	165
1.2 Team Meetings and Coordination															
Meeting Preparation		10	10	20					10					10	60
Mtg Attendance - City Staff (30 mos/30 mtgs, 1 hr ea)	4	30	30	60											124
Mtg Attendance - Internal (24 months/48 mtgs, 1 hr ea)		48	48	96	48	36	24	36	48						384
Mtg Attendance - Kickoff, Comment Resolution, Open House, Council (6 mtgs, 5 hr ea)		30	30	30											90
Meeting Notes		36		36										10	82
SubTotal	4	154	118	242	48	36	24	36	58	0	0	0	0	20	740
1.3 Quality Assurance															
QA/QC Plan	4	32	32	16										4	88
QA/QC Implementation	16	36	32	32										8	124
SubTotal	20	68	64	48	0	0	0	0	0	0	0	0	0	12	212
1.4 Graphics Support															
3D Visualization		6							128					2	136
TwinMotion Application		8							64					4	76
High Resolution Still Images and Walkthrough Animations									8						
SubTotal	0	14	0	0	0	0	0	0	200	0	0	0	0	6	220
TASK HOURS	36	312	198	290	48	36	24	36	258	0	0	0	0	99	1337
Cost Subtotals =	\$ 12,469	\$ 83,073	\$ 52,719	\$ 46,747	\$ 5,612	\$ 4,988	\$ 3,325	\$ 4,988	\$ 41,138	\$ -	\$ -	\$ -	\$ 13,361	\$ 268,421	\$ 268,400
	Rounded: \$														
2.0 SURVEY AND BASE MAPPING															
2.1 Survey PM, Admin, QA/QC															
SubTotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2.2 Survey Control															
SubTotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2.3 Field Surveying and Mapping															
SubTotal	0	0	0	0	8	0	0	0	10	0	0	0	0	0	18
2.4 Utility Surveying Services															
SubTotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2.5 Office Processing															
SubTotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2.6 Right-of-Way and Boundary Resolution(s)															
SubTotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TASK HOURS	0	0	0	0	8	0	0	0	10	0	0	0	0	0	18
Cost Subtotals=	\$ -	\$ -	\$ -	\$ -	\$ 935	\$ -	\$ -	\$ -	\$ 1,595	\$ -	\$ -	\$ -	\$ -	\$ 2,530	\$ 2,530
	Rounded: \$														
3.0 GEOTECHNICAL EVALUATION															
3.1 Field Investigation and Laboratory Testing															
SubTotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.2 Geotechnical Analyses															
SubTotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.3 Geotechnical Report and Plans/Specifications Support															
SubTotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.4 Project Management and Meetings															
SubTotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

DESCRIPTION	WSP Inc.														TOTAL
	Senior Project Manager	Project Manager	Structural Lead	Project Engineer	Struct./Civil Engineer	Environ. Lead	Environ. Scientist	Designer	Graphics/CADD	Grant Lead and QA/QC	BCA QA/QC	Grant Narrative Support	Project Accountant		
	\$ 346.36	\$ 266.26	\$ 226.81	\$ 161.20	\$ 116.92	\$ 198.03	\$ 217.59	\$ 138.55	\$ 159.45	\$ 218.54	\$ 257.23	\$ 160.10	\$ 134.96		
SubTotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TASK HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cost Subtotals=	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
														Rounded: \$ -	
4.0 RAIL CROSSING COORDINATION															
4.1 Railroad Meetings (3 @ 4 hours each)		24	12	12										48	
SubTotal	0	24	12	12	0	0	0	0	0	0	0	0	0	48	
4.2 Railroad Coordination	4	36	12	16										68	
SubTotal	4	36	12	16	0	0	0	0	0	0	0	0	0	68	
TASK HOURS	4	60	24	28	0	0	0	0	0	0	0	0	0	116	
Cost Subtotals=	\$ 1,385	\$ 15,976	\$ 6,390	\$ 4,514	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	28,265	
														Rounded: \$ 28,300	
5.0 GRANT PROJECT MANAGEMENT															
5.1 Grant Coordination and Task Management 8 Meetings Per Grant Application		16								30				46	
SubTotal	0	16	0	0	0	0	0	0	0	30	0	0	0	46	
5.2 Grant Documents and Data Review Meetings		4		0						6				10	
Data Gathering and Review		4		0						16				20	
SubTotal	0	8	0	0	0	0	0	0	0	22	0	0	0	30	
5.3 Grant Application Development Draft Project Narrative		6		0						16		60		82	
Grant Application Addenda		12		0					36	16		50		114	
Final Project Narrative and Addenda		6		0					16	16		80		298	
SubTotal	0	24	0	0	0	0	0	0	36	48	0	190	0	298	
5.4 Benefit Cost Analysis Meeting Preparation														0	
BCA guidance review + review prior work		8								8	24			40	
Traffic Count review/ coordination														0	
Crash data collection and Review														0	
Update BCA calcs: including assumptions new data														0	
Draft BCA write up														0	
Address comments + final write up														0	
Meeting Notes														0	
SubTotal	0	8	0	0	0	0	0	0	0	8	24	0	0	40	
TASK HOURS	0	56	0	0	0	0	0	0	36	108	24	190	0	414	
Cost Subtotals=	\$ -	\$ 14,911	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,740	\$ 23,602	\$ 6,173	\$ 30,419	\$ -	80,845	
														Rounded: \$ 80,800	
6.0 RIGHT OF WAY SERVICES															
6.1 Project Management		16		16										32	
6.2 Title Searches and Review														0	
6.3 Prepare ROW Funding Estimate														0	
6.4 Relocation Planning														0	
6.5 Residential Relocation														0	
6.6 Business Relocations														0	
6.7 Appraisal and Appraisal Review Coordination														0	
6.8 Negotiations, Administrative Settlements, QA/QC														0	
6.9 Community Outreach		24		24										48	
6.10 WSDOT Certificate and File Close Out														0	
SubTotal	0	40	0	40	0	0	0	0	0	0	0	0	0	80	
TASK HOURS	0	40	0	40	0	0	0	0	0	0	0	0	0	80	
Cost Subtotals=	\$ -	\$ 10,650	\$ -	\$ 6,448	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	17,098	

DESCRIPTION	WSP Inc.														TOTAL
	Senior Project Manager	Project Manager	Structural Lead	Project Engineer	Struct./Civil Engineer	Environ. Lead	Environ. Scientist	Designer	Graphics/CADD	Grant Lead and QA/QC	BCA QA/QC	Grant Narrative Support	Project Accountant		
	\$ 346.36	\$ 266.26	\$ 226.81	\$ 161.20	\$ 116.92	\$ 198.03	\$ 217.59	\$ 138.55	\$ 159.45	\$ 218.54	\$ 257.23	\$ 160.10	\$ 134.96		
7.0 ENVIRONMENTAL DOCUMENTATION AND PERMITTING															
7.1 Agency Coordination		8				12	40								
<i>SubTotal</i>	0	8	0	0	0	12	40	0	0	0	0	0	0	0	
7.2 SEPA															
Pre-Application meeting		4				6	8								
Draft SEPA Checklist/Land Use Application Form		8				24	40		16				8		
City Comment Relview		4				4	8		2						
Final SEPA Checklist						12	16		4				4		
<i>SubTotal</i>	0	16	0	0	0	46	72	0	22	0	0	0	12		
7.3 NPDES															
Application		2													
Public Notice		2													
<i>SubTotal</i>	0	4	0	0	0	0	0	0	0	0	0	0	0	0	
TASK HOURS	0	28	0	0	0	58	112	0	22	0	0	0	12	232	
Cost Subtotals=	\$ -	\$ 7,455	\$ -	\$ -	\$ -	\$ 8,036	\$ 15,518	\$ -	\$ 3,508	\$ -	\$ -	\$ -	\$ 1,913	\$ 36,430	
8.0 PLANS, SPECIFICATIONS, AND ESTIMATE															
8.1 Submittals and Reviews															
60% Submittal and Review		16	24	24	16			8	16						
90% Submittal and Review		12	20	20	12			6	12						
100% Submittal and Review		8	16	16	8			4	8						
<i>SubTotal</i>	0	36	60	60	36	0	0	18	36	0	0	0	0	246	
8.2 Plans, Specifications, and Estimate															
Title Sheet (1)		4		8					8						
Legend, Symbols, and General Notes (1)		4		8					8						
Typical Roadway Sections (2)		12		16	32				32						
Roadway Plans and Profiles (6)		12		24	40			40	40						
Roadway Details (2)		8		16	24			16	24						
Bridge Design and Plans (45)		40	288	600	600			0	900						
Wall Design and Plans (8)		16	16	120	32			180	200						
Drainage Design and Plans (8)		24		160	160				120						
Suggested Bridge Construction Phasing Plan (5)		8		40					32						
Site Preparation and TESC Plans (6)		24		40	40				32						
Detour Plans (5)		16		40				40	40						
Illumination Plans (7)		4		8											
Signal Plans (7)		4		8											
Channelization/Signing Plans (5)		12		24	20				32						
Landscape and Irrigation Design and Plans (10)		32		120					32						
8.3 Right of Way Plans		24		48					120						
8.4 Utility Coordination		12		40	16				16						
8.5 Environmental Coordination		12		24	16				24						
8.6 Final Design Report		12		40	16				16				4		
8.7 Special Provisions	4	40	40	40									8		
8.8 Engineer's Estimate and Construction Schedule	4	40	40	40	40			40					4		
<i>SubTotal</i>	8	360	384	1464	1036	0	0	316	1676	0	0	0	16	5260	
TASK HOURS	8	396	444	1524	1072	0	0	334	1712	0	0	0	16	5506	
Cost Subtotals=	\$ 2,771	\$ 105,439	\$ 118,219	\$ 245,665	\$ 125,342	\$ -	\$ -	\$ 46,276	\$ 272,981	\$ -	\$ -	\$ -	\$ 2,159	\$ 918,853	
														Rounded: \$ 918,900	
9.0 SIGNAL AND ILLUMINATION DESIGN															
Traffic Operations Analysis														0	
Signal Permit														0	
60 % Signal Design														0	
90% Signal Design														0	
100% Signal Design														0	
60% Illumination Design														0	
90% Illumination Design														0	
100% Illumination Design														0	

WSP Inc.

DESCRIPTION	Senior Project Manager	Project Manager	Structural Lead	Project Engineer	Struct./Civil Engineer	Environ. Lead	Environ. Scientist	Designer	Graphics/CADD	Grant Lead and QA/QC	BCA QA/QC	Grant Narrative Support	Project Accountant	TOTAL
Utility permit	\$ 346.36	\$ 266.26	\$ 226.81	\$ 161.20	\$ 116.92	\$ 198.03	\$ 217.59	\$ 138.55	\$ 159.45	\$ 218.54	\$ 257.23	\$ 160.10	\$ 134.96	0
60%, 90%, 100% Interconnect														0
<i>SubTotal</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TASK HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cost Subtotals=	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached.

Agreement Number:



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 22, 2022

1 Alliance Geomatics, LLC
1261 A 120th Avenue NE
Bellevue, WA 98005

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Michael Paradis:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 149.56% of direct labor (rate includes 0.36% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Clifton Larson Allen, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Grove Street

**1 Alliance Geomatics (ABAM18-154)
1261A 120th Ave NE
Bellevue, WA 98005**

Job Classifications	Direct Salary Rates	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		149.56%	30.00%	
Principal Surveyor	\$96.15	\$143.80	\$28.85	\$268.80
Project Manager	\$61.75	\$92.35	\$18.53	\$172.63
Project Surveyor	\$48.50	\$72.54	\$14.55	\$135.59
CADD 5	\$40.00	\$59.82	\$12.00	\$111.82
Tech 5	\$40.00	\$59.82	\$12.00	\$111.82
Tech 3	\$34.50	\$51.60	\$10.35	\$96.45
Tech 1	\$25.00	\$37.39	\$7.50	\$69.89
Assistant Project Manager	\$40.00	\$59.82	\$12.00	\$111.82
Administrator	\$45.00	\$67.30	\$13.50	\$125.80

EXHIBIT E-1 Subconsultant Fee Determination

Subconsultant Analysis of Costs -1 Alliance

Direct Salary Cost (DSC)

PERSONNEL	Hours	Pay Rate	Cost
Principal	2 \$	96.15 \$	192
PM	13	61.75	803
Project Surveyor	44	48.50	2,134
CADD 5	16	43.50	696
TECH 5	12	43.00	516
TECH 3	12	37.00	444
Assist PM/Admin	4	40.00	160
Direct Salary Cost Total	103		\$ 4,945
Salary Escalation (see escalation tab)			\$ -

<u>Overhead Cost</u>	<u>149.56%</u>	of DSC \$	7,396
<u>Fixed Fee</u>	<u>30.00%</u>	of DSC	1,484

SUBTOTAL \$ 13,824

REIMBURSABLES

Travel/Parking		\$	131
Reproduction/Postage			-
Computer/Special Equipment			-
Miscellaneous			440
			<hr/>
		SUBTOTAL \$	571

TOTAL \$ 14,395

EXHIBIT E-1
1 Alliance Reimbursable Estimate

1 Alliance

Reimbursables

	Units	at	Cost		
Travel/Parking					
Miles	200	\$	0.655	\$	131.00
Parking				\$	-
Travel Subtotal					\$131.00
Reproduction/Postage					
				\$	-
				\$	-
				\$	-
Reproduction Subtotal					\$0.00
Computer/Special Equipment					
Computer Time				\$	-
				\$	-
Computer Subtotal				\$	-
Miscellaneous					
APS Utility Locates				\$	440.00
				\$	-
				\$	-
Miscellaneous Subtotal					\$440.00
Total					\$571.00

1 Alliance Labor Estimate

1 Alliance

DESCRIPTION	Principal	PM	Project Surveyor	CADD 5	TECH 5	TECH 3	Assist PM/Admin	TOTAL
	\$ 268.80	\$ 172.63	\$ 135.59	\$ 121.61	\$ 120.21	\$ 103.44	\$ 111.82	
2.0 SURVEY AND BASE MAPPING								
2.1 Survey PM, Admin, QA/QC	1	4	4	0	0	0	4	13
<i>SubTotal</i>	1	4	4	0	0	0	4	13
2.2 Survey Control		1			2	2		5
<i>SubTotal</i>	0	1	0	0	2	2	0	5
2.3 Field Surveying and Mapping		1			8	8		17
<i>SubTotal</i>	0	1	0	0	8	8	0	17
2.4 Utility Surveying Services		1			2	2		5
<i>SubTotal</i>	0	1	0	0	2	2	0	5
2.5 Office Processing		2		8				10
<i>SubTotal</i>	0	2	0	8	0	0	0	10
2.6 Right-of-Way and Boundary Resolution(s)	1	4	40	8				53
<i>SubTotal</i>	1	4	40	8	0	0	0	53
TASK HOURS	2	13	44	16	12	12	4	103
Cost Subtotals=	\$ 538	\$ 2,244	\$ 5,966	\$ 1,946	\$ 1,443	\$ 1,241	\$ 447	\$ 13,824
							Rounded:	\$ 13,800
TOTAL PROJECT HOURS	2	13	44	16	12	12	4	103



**Washington State
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TTY: 1-800-833-6388
www.wsdot.wa.gov

June 2, 2023

Shannon & Wilson, Inc.
400 N. 34th Street, Suite 100
Seattle, WA 98103

Subject: Acceptance FYE 2022 ICR – Cognizant Review

Dear Noelani N. Bevill:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 170.82% of Combined/Corporate (rate includes 0.24% Facilities Capital Cost of Money) based on the “Cognizant Review” from BPM, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email **consultantrates@wsdot.wa.gov**.

Regards;

Schatzie Harvey
Schatzie Harvey (Jun 2, 2023 09:52 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

SHANNON & WILSON, INC.
ACTUALS NOT TO EXCEED TABLE (ANTE)
WSDOT Y-2023
Labor Categories and Rates

2023

Classification	Class Code	Direct Salary Cost NTE	Overhead 170.82% DSC NTE	Fee 30% DSC NTE	Billing Rate NTE
Senior Vice President/President	T27 / T28 / T29	\$103.87	\$177.43	\$31.16	\$312.46
Vice President	T25	\$91.37	\$156.08	\$27.41	\$274.86
Senior Consultant	C22	\$96.14	\$164.23	\$28.84	\$289.21
Senior Associate	T23	\$75.95	\$129.74	\$22.79	\$228.47
Consultant	C20	\$77.26	\$131.98	\$23.18	\$232.41
Associate	T22	\$68.48	\$116.98	\$20.54	\$206.00
Senior Professional II/III	T19 / T20	\$61.99	\$105.89	\$18.60	\$186.48
Senior Professional I	T18	\$49.17	\$83.99	\$14.75	\$147.91
Professional III/IV	T16 / T17	\$46.83	\$80.00	\$14.05	\$140.87
Professional I/II	T14 / T15	\$37.04	\$63.27	\$11.11	\$111.42
Instrumentation Specialist	S19	\$55.62	\$95.01	\$16.69	\$167.32
Senior Drafter/Technician	S17	\$47.84	\$81.72	\$14.35	\$143.91
Drafter/Technician IV	S15	\$41.08	\$70.17	\$12.32	\$123.58
Drafter/Technician I/II/III	S09 / S10 / S11 / S13	\$32.05	\$54.75	\$9.62	\$96.41
Senior Office Services	A17 / A19	\$46.89	\$80.10	\$14.07	\$141.05
Office Services II/III/IV	A11 / A13 / A15	\$32.00	\$54.66	\$9.60	\$96.26
Office Services I	A07 / A09 / A10	\$28.16	\$48.10	\$8.45	\$84.71

Invoiced costs may not exceed the NTE rate per classification

EXHIBIT E-2: Subconsultant Fee Determination

Subconsultant Analysis of Costs - Shannon and Wilson

Direct Salary Cost (DSC)

PERSONNEL	Hours	Pay Rate	Cost
Principal In Charge	44	\$ 84.93	\$ 3,737
Senior Associate	201	73.34	14,741
Associate	22	67.69	1,489
Senior Engineer I/II	212	56.17	11,908
Senior Geologist I/II	43	56.56	2,432
Engineer IV	194	46.82	9,083
Drafting	22	47.84	1,052
Clerical	11	33.53	369
Accounting	24	46.76	1,122
Direct Salary Cost Total	773	\$	45,934
Salary Escalation (see escalation tab)	8% for Y2024	\$	3,675
 <u>Overhead Cost</u>	 <u>170.82%</u>	 of DSC	 \$ 84,742
<u>Fixed Fee</u>	<u>30.00%</u>	of DSC	<u>14,883</u>
		SUBTOTAL	\$ 149,234
 <u>Reimbursables</u>			
Travel/Parking		\$	459
Laboratory Testing			11,538
Subcontractor Costs			85,603
Direct Expenses Escalation	25% for Y2024		24,285
		SUBTOTAL	\$ 121,885
		TOTAL	\$ 271,118

EXHIBIT E-2
Shannon and Wilson Reimbursable Estimate

Shannon and Wilson

Reimbursables

	Units	at	Cost	
Travel/Parking				
Miles	700	\$	0.655	\$ 458.50
Travel Subtotal				\$458.50
Laboratory Testing				
Sample Jars	12	\$	54.00	\$ 648.00
Sample Receiving	16	\$	15.00	\$ 240.00
Water Content	100	\$	24.00	\$ 2,400.00
Atterberg Limits	8	\$	220.00	\$ 1,760.00
Sieve and Hydrometer Analysis	3	\$	300.00	\$ 900.00
Fine Contents	14	\$	105.00	\$ 1,470.00
Consolidation	4	\$	850.00	\$ 3,400.00
Sample Storage	144	\$	5.00	\$ 720.00
Laboratory Testing Subtotal				\$ 11,538.00
Subcontractor Costs				\$ -
Drilling Subcontract (3 Truck Borings)	1	\$	50,685.00	\$ 50,685.00
Other ODC and Minor Subcontracts	1	\$	34,918.00	\$ 34,918.00
Subcontractor Subtotal				\$85,603.00

Shannon and Wilson Labor Estimate

Shannon and Wilson

DESCRIPTION	Principal In	Senior		Senior	Senior						TOTAL
	Charge	Associate	Associate	Engineer I/II	Geologist I/II	Engineer IV	Drafting	Clerical	Accounting		
	\$ 255.49	\$ 220.62	\$ 203.63	\$ 168.97	\$ 170.14	\$ 140.84	\$ 143.91	\$ 100.86	\$ 140.66		
3.0 GEOTECHNICAL EVALUATION											
3.1 Field Investigation and Labo	2	28	2	44	27	106	4	3			216
<i>SubTotal</i>	2	28	2	44	27	106	4	3	0		216
3.2 Geotechnical Analyses	14	45	12	84	8	80	8				251
<i>SubTotal</i>	14	45	12	84	8	80	8	0	0		251
3.3 Geotechnical Report and PI	12	64	8	84	8	8	10	8			202
<i>SubTotal</i>	12	64	8	84	8	8	10	8	0		202
3.4 Project Management and M	16	64								24	104
<i>SubTotal</i>	16	64	0	0	0	0	0	0	0	24	104
TASK HOURS	44	201	22	212	43	194	22	11	24		773
Cost Subtotals=	\$ 11,241	\$ 44,345	\$ 4,854	\$ 35,822	\$ 7,316	\$ 27,324	\$ 3,166	\$ 1,583	\$ 3,454		\$134,068
TOTAL PROJECT HOURS	44	201	22	212	43	194	22	11	24		773



**Washington State
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7345 Linderson Way SW
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TTY: 1-800-833-6388
www.wsdot.wa.gov

March 24, 2023

Commonstreet Consulting, LLC
100 S King Street, Ste. 100
Seattle, WA 98104

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Kelly Skove:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 102.57%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

Schatzie Harvey (Mar 24, 2023 10:49 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:ah

COMMONSTREET

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
Principal/Senior Advisor/Program Manager	\$120.19	\$123.28	\$36.06	\$279.53
Senior Project Manager	\$88.94	\$91.23	\$26.68	\$206.85
Project Manager / Property Manager	\$77.17	\$79.15	\$23.15	\$179.47
Senior Right of Way Agent	\$73.03	\$74.91	\$21.91	\$169.85
Right of Way Agent	\$44.23	\$45.37	\$13.27	\$102.87
Sr Project Control Specialist/Sr ROW Technician	\$60.10	\$61.64	\$18.03	\$139.77
Project Control Specialist/ROW Technician	\$45.67	\$46.85	\$13.70	\$106.22

EXHIBIT E-3: Subconsultant Fee Determination

Subconsultant Analysis of Costs - Commonstreet Consulting, LLC

Direct Salary Cost (DSC)

PERSONNEL	Hours	Pay Rate	Cost
Principal/Sr Advisor/Program Manager	80	\$ 120.19	\$ 9,615
Senior Project Manager	102	88.94	9,072
Project Manager/Property Manager	232	77.17	17,903
Sr Right of Way Agent	1439	57.69	83,016
Right of Way Agent	471	44.23	20,832
Sr Project Control Specialist/Sr. ROW Technician	182	60.10	10,938
Project Control Specialist/ROW Technician	0	45.67	-
		-	
Direct Salary Cost Total	2506		\$ 151,377
Salary Escalation (see escalation tab)			0.00%
<u>Overhead Cost</u>	<u>102.57%</u>	of DSC	\$ 155,267
<u>Fixed Fee</u>	<u>30.00%</u>	of DSC	45,413
			<hr/>
		SUBTOTAL	\$ 352,057
<u>Reimbursables</u>			
Travel/Parking		\$	1,592
Miscellaneous Expenses			1,460
Appraisal Costs by Subconsultants			104,500
		SUBTOTAL	\$ 107,552
		TOTAL	\$ 459,609

EXHIBIT G
Commonstreet Reimbursable Estimate

Commonstreet

Reimbursables

	Units	at	Cost	
Travel/Parking				
Miles	2430	\$	0.655	\$ 1,591.65
Travel Subtotal				\$1,591.65
 Reproduction/Postage				
Miscellaneous Expenses				\$ 1,460.00
Reproduction Subtotal				\$1,460.00
 Appraisal Costs by Subconsultants				\$ -
Narrative Appraisals (16)	11	\$	8,000.00	\$ 88,000.00
Review Appraisals (16)	11	\$	1,500.00	\$ 16,500.00
Appraisal Subtotal				\$ 104,500.00

Commonstreet Labor Estimate

Commonstreet

DESCRIPTION	Principal/Sr	Project	Sr Right of Way	Right of Way	Sr Project	Project Control	TOTAL	
	Advisor/Program Manager	Senior Project Manager	Project Manager/Property Manager	Agent	Agent	Control Specialist/Sr. Technician		
	\$ 279.53	\$ 206.85	\$ 179.47	\$ 134.17	\$ 102.87	\$ 139.77	\$ 106.21	
6.0 RIGHT OF WAY SERVICES								
6.1 Project Management	40	92					132	
6.2 Title Searches and Review				34		14	48	
6.3 Prepare ROW Funding Estimate				12	58		70	
6.4 Relocation Planning	40		32	40			112	
6.5 Residential Relocation			38	250	60		348	
6.6 Business Relocations			162	378	70		610	
6.7 Appraisal and Appraisal Review Coordination						70	70	
6.8 Negotiations, Administrative Settlements, QA/QC				725	230	48	1003	
6.9 Community Outreach		10				18	28	
6.10 WSDOT Certificate and File Close Out					53	32	85	
<i>SubTotal</i>	80	102	232	1439	471	182	0	2506
TASK HOURS	80	102	232	1439	471	182	0	2506
Cost Subtotals=	\$ 22,362	\$ 21,098	\$ 41,638	\$ 193,070	\$ 48,450	\$ 25,439	\$ -	\$352,057
TOTAL PROJECT HOURS	80	102	232	1,439	471	182	-	2506



**Washington State
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TTY: 1-800-833-6388
www.wsdot.wa.gov

October 27, 2022

DKS Associates
720 SW Washington Street, Suite 500
Portland, OR 97205

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Mike Thomas:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 187.07% of direct labor (rate includes 0.18% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Moss Adams, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email [**consultantrates@wsdot.wa.gov**](mailto:consultantrates@wsdot.wa.gov).

Regards;

Schatzie Harvey

Schatzie Harvey (Oct 28, 2022 09:23 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:ah

DKS Associates
719 2nd Ave, Suite 1250
Seattle, WA 98104

Fee Schedule
Effective January 1, 2023 through December 31, 2023

Job Classifications	Direct Labor Rate Max	Overhead (ICR) 187.07%	Fixed Fee 30.00%	All Inclusive Hourly Billing Rate
Principal	\$ 103.15	\$ 192.97	\$ 30.95	\$ 327.07
Senior Project Manager	\$ 96.19	\$ 179.94	\$ 28.86	\$ 304.99
Transportation Engineer/Planner II	\$ 75.58	\$ 141.39	\$ 22.67	\$ 239.64
Transportation Engineer/Planner I	\$ 51.95	\$ 97.19	\$ 15.59	\$ 164.73
Assistant Transportation Engineer/Planner	\$ 47.21	\$ 88.31	\$ 14.16	\$ 149.69
CAD Designer	\$ 36.63	\$ 68.52	\$ 10.99	\$ 116.14
Administrative	\$ 40.43	\$ 75.63	\$ 12.13	\$ 128.19

Salary Escalation (yearly, applied starting January 1, 2024):	5%
--	-----------

EXHIBIT E-4: Subconsultant Fee Determination

Subconsultant Analysis of Costs - DKS, Inc.

Direct Salary Cost (DSC)

PERSONNEL	Hours	Pay Rate	Cost
Principal	142	\$ 101.65	\$ 14,434
Senior PM	112	75.58	8,465
Transportation Engineer/ Planner	356	59.66	21,239
Transportation Engineer/ Planner	278	52.64	14,634
Assistant Transportation Engineer/ Planner	144	49.13	7,075
CAD Designer	182	40.00	7,280
Office Administrator	48	40.00	1,920
		-	
Direct Salary Cost Total	1262	\$	75,047
Salary Escalation (see escalation tab)		\$	-
<u>Overhead Cost</u>	<u>187.07%</u>	of DSC	\$ 140,390
<u>Fixed Fee</u>	<u>30.00%</u>	of DSC	22,514
		SUBTOTAL	\$ 237,951
<u>Reimbursables</u>			
Travel/Parking		\$	264
Reproduction/Postage		\$	250
Computer/Special Equipment		\$	-
Miscellaneous		\$	1,200
		SUBTOTAL	\$ 1,714
		TOTAL	\$ 239,665

EXHIBIT E-4
DKS Reimbursable Estimate

DKS

Reimbursables

	Units	at	Cost		
Travel/Parking					
Miles	250	\$	0.655	\$	163.75
Parking	100	\$	1.00	\$	100.00
					Travel Subtotal
					\$263.75
Reproduction/Postage					
	500	\$	0.50	\$	250.00
				\$	-
				\$	-
					Reproduction Subtotal
					\$250.00
Computer/Special Equipment					
				\$	-
				\$	-
				\$	-
					Computer Subtotal
					\$ -
Miscellaneous					
Traffic Counts - fixed 72 hr corridor counts for Grove St.	450	\$	1.00	\$	450.00
Traffic hourly turning movement counts, AM PM, 2 days, 2 locs	750	\$	1.00	\$	750.00
				\$	-
					Miscellaneous Subtotal
					\$ 1,200.00

DKS

DESCRIPTION	Assistant						
	Principal	Senior PM	Transportation Engineer/Planner	Transportation Engineer/Planner	Transportation Engineer/Planner	CAD Designer	Office Administrator
	\$ 322.30	\$ 239.64	\$ 189.16	\$ 166.91	\$ 155.78	\$ 126.83	\$ 126.83
1.0 PROJECT MANAGEMENT							
1.1 Project Administration and Management (24 months)							
Mobilization and Subconsultant Agreements							
Work Plan and Design Schedule							
Monthly Progress Reports	4	16					
Monthly Invoicing	6	16					4
<i>SubTotal</i>	10	32	0	0	0	0	4
TASK HOURS	10	32	0	0	0	0	4
Cost Subtotals =	\$ 3,223	\$ 7,669	\$ -	\$ -	\$ -	\$ -	\$ 507
5.0 GRANT PROJECT MANAGEMENT							
5.4 Benefit Cost Analysis							
Meeting Preparation	8		12	8			
BCA guidance review + review prior work	2		12	16			
Traffic Count review/ coordination	1		4	4			
Crash data collection and Review	2		8	16			
Update BCA calcs: including assumptions new data	4		16	30			
Draft BCA write up	4		12	24			4
Address comments + final write up	2		8	12			4
Meeting Notes	2		4	4			
<i>SubTotal</i>	25	0	76	114	0	0	8
TASK HOURS	25	0	76	114	0	0	8
Cost Subtotals =	\$ 8,058	\$ -	\$ 18,213	\$ 19,027	\$ -	\$ -	\$ 1,015
8.0 PLANS, SPECIFICATIONS, AND ESTIMATE							
8.7 Special Provisions	12	24	32				
8.8 Engineer's Estimate	4		40	48			
<i>SubTotal</i>	16	24	72	48	0	0	0
TASK HOURS	16	24	72	48	0	0	0
Cost Subtotals=	\$ 5,157	\$ 5,751	\$ 17,254	\$ 8,011	\$ -	\$ -	\$ -
9.0 SIGNAL AND ILLUMINATION DESIGN							
Traffic Operations Analysis	1	2	12		16		
Signal Permit	1		12	8	12		
60 % Signal Design	8	8	12	6	16	16	4
90% Signal Design	16	6	30	16	24	24	4
100% Signal Design	8	6	12	6	16	16	4
60% Illumination Design	16	8	36	24	12	40	8
90% Illumination Design	24	8	50	40	24	40	8
100% Illumination Design	8	8	24	16	8	30	8
Utility permit	1	4	8		8		
60%, 90%, 100% Interconnect	8	6	12		8	16	
<i>SubTotal</i>	91	56	208	116	144	182	36
TASK HOURS	91	56	208	116	144	182	36
Cost Subtotals=	\$ 29,329	\$ 13,420	\$ 49,845	\$ 19,361	\$ 22,432	\$ 23,083	\$ 4,566
TOTAL PROJECT HOURS	142	112	356	278	144	182	48

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G
Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of Not used

I hereby certify that I am the:

Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____ and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: R1702

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ * are accurate, complete, and current as of _____ **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Utility Manager Adam Benton, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: USDA-APHIS-Wildlife 5 year Cooperative Service Agreement & 2023-2024 Annual Work Plan/Financial Plan

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Cooperative Service Agreement between the City of Marysville and the USDA APHIS Wildlife Services and the accompanying 2023-2024 Work Plan/Financial Plan including subsequent annual Work Plan/Financial Plans within the agreement period.

SUMMARY: The United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wildlife Services Cooperative Services Agreement (Agreement No: 23-7353-6173-RA) provides the City with wildlife management services for conflicts caused by beavers, coyotes and other nuisance wildlife. This agreement provides assistance, in accordance with the accompanying 2023-2024 Work Plan/Financial Plan, up to \$20,229.57 in services annually over 5 years. Services are available to all departments in the City. The last iteration of this Agreement was signed and approved by the Council in 2018 and expires September 30th 2023. This new Agreement will be effective October 1, 2023 through September 30, 2028. This request also includes authorization of subsequent annual Work Plan/Financial Plans with a not to exceed amount of up to \$20,229.57 annually.

ATTACHMENTS:
 City of Marysville_CSA_2023-2028.pdf
 City of Marysville_WPFP_2024.pdf

COOPERATIVE SERVICE AGREEMENT
between
CITY OF MARYSVILLE (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to conduct wildlife damage management (WDM) activities to control aquatic mammals residing in and around the city of Marysville in order to reduce human health and safety threats and property damage due to flooding.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Matthew Eyer, Storm/Sewer Supervisor

City of Marysville

80 Columbia Avenue

Marysville, WA 98270

(360) 363-8112

meyer@marysvillewa.gov

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Mike Linnell, State Director, Washington/Alaska

720 O’Leary Street NW

Olympia, WA 98502

360-753-9884

mike.a.linnell@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on October 1, 2023 and shall continue through September 30, 2028 not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 30 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

WS Agreement Number: 23-7353-6173-RA
WBS: AP.RA.RX53.73.0178
Cooperator PO: _____

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 91-6001459
APHIS-WS's Tax ID: 41-0696271

Cooperator:

_____ Print Name Mayor, City of Marysville Marysville, WA 98270	_____ Date
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**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

_____ Mike Linnell, State Director, Washington/Alaska USDA, APHIS, WS 720 O'Leary Street NW, Olympia, WA 98502	_____ Date
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_____ John Steuber, Director, Western Region USDA, APHIS, WS 2150 Centre Ave., Bldg. B, Mailstop 3W9, Ft. Collins, CO 80526	_____ Date
--	---------------

Prepared by (APHIS-WS employee): Brook Zscheile and Michelle Rodriguez

WORK PLAN/FINANCIAL PLAN

Cooperator: City of Marysville

Contact: Matt Eyer, 360-363-8112 meyer@marysvillewa.gov
Officer Dave Vasconi, Marysville PD, 425-754-8843

Cooperative Service Agreement No.: 24-7353-6173-RA

WBS Code: AP.RA.RX53.73.0178

Location: City of Marysville

Date: October 1, 2023 through September 30, 2024

In accordance with the Cooperative Service Agreement 24-73-53-6173-RA (2023 signature year) between the City of Marysville and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities, and budget of the wildlife control activities for the period of October 1, 2023 through September 30, 2024.

Program Objective/Goals

APHIS-WS objective is to provide assistance to the City of Marysville, when they experience wildlife conflicts caused by aquatic mammals, coyotes and other nuisance wildlife. This assistance may be in the form of educational information or direct control. If direct control is necessary, the most effective and safe control tools and techniques will be utilized.

Plan of Action

The objectives of this plan will be accomplished in the following manner:

1. APHIS-WS will assign a Wildlife Specialist on an intermittent basis up to 320 hours and will also provide the vehicle, field supplies, and equipment for the project.
2. APHIS-WS will conduct aquatic mammal control in areas of flooding, and monitor their activity to prevent re-infestation.
3. APHIS-WS will conduct control of coyotes when coyotes are causing a human health and safety issue.
4. Damage control will be accomplished by the following methods:
 - a. Technical assistance to improve and expand non-lethal methods (i.e. exclusion, eliminate feeding, etc.)
 - b. Trapping
 - c. Shooting

5. Brook Zscheile, the APHIS-WS District Supervisor (360) 337-2778 in Poulsbo will supervise this project. This project will be monitored by Mike Linnell, the State Director in Olympia, (360) 753-9884.
6. APHIS-WS will cooperate with the Washington Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
7. City of Marysville will be billed monthly by APHIS-WS only for expenses shown in the Financial Plan and will not exceed the Agreement Total. Personnel Compensation is defined as salary for all hours worked, benefits, differentials, hazardous duty allowances, annual leave, sick leave and awards. The financial point of contact for this Work Plan/Financial Plan is Michelle Rodriguez, Budget Analyst, (360) 742-5496.

FINANCIAL PLAN
 For the disbursement of funds from
 City of Marysville
 to
 USDA APHIS Wildlife Services
 for
 Wildlife Damage Management
 From 10/01/2023 to 09/30/2024

Cost Element			Full Cost
Personnel Compensation	\$		13,840.00
Vehicles	\$		1,420.00
Supplies and Materials	\$		650.00
Subtotal (Direct Charges)	\$		15,910.00
Pooled Job Costs	11.00%	\$	1,750.10
Indirect Costs	16.15%	\$	2,569.47
Agreement Total	\$		20,229.57

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: **\$20,229.57**

Mailing Address:	Billing Address:
CITY OF MARYSVILLE	CITY OF MARYSVILLE
501 Delta AVE.	501 DELTA AVE. MARYSVILLE, WA 98270
MARYSVILLE, WA 98270	Financial POC: Matthew Eyer
	meyer@marysvillewa.gov
	Tax ID # 91-6001459

Print Name
Mayor, City of Marysville

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Mike Linnell, State Director, Washington/Alaska

Date

John Steuber, Acting Director, Western Region

Date



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

- DATE:** September 5, 2023
- SUBMITTED BY:** Utility Manager Adam Benton, Public Works
- ITEM TYPE:** Agreement
- AGENDA SECTION:** **New Business**
- SUBJECT:** Coronavirus Fiscal Recovery Funds (CFRF) Interlocal Agreement with Snohomish County– for the Marysville Flood Control Project Grant (CLFR-119b)
- SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the Coronavirus Fiscal Recovery Funds Interlocal Agreement with Snohomish County for the Marysville Flood Control Project Grant.
- SUMMARY:** The City of Marysville applied for ARPA CLFR pass through funds, with Snohomish County Surface Water Management, in January of this year. The City’s application and request for \$250,000 was written to fund the following efforts.
1. Coordinate with Snohomish County and the Tulalip Tribes to determine the future of Diking District 3,
 2. Complete an analysis of the future impacts of sea level rise on the existing levee system, associated Ebey Waterfront trail and City infrastructure (including the City’s Public Works facility and Wastewater Treatment Plant) and,
 3. Develop a preliminary design and O&M Manual for the long-term protection of the aforementioned infrastructure.
- The City was subsequently notified of its successful application on February 10, 2023. Since then, the City has been working diligently with Snohomish County to finalize the scope of work and associated interlocal agreement to obligate the funds.

ATTACHMENTS:

CLFR-119b - Cover Sheet Final Reg.pdf

CLFR-119b - Exhibit A - CLFR Final Regulations_FINAL.pdf

CLFR-119b - Exhibit B - Statement of Work ARPA SLFRF - Final Regulations_FINAL REW
7.28.23.pdf

CLFR-119b - Exhibit C - Budget and Compensation REW 8.8.2023.pdf

CLFR-119b - Exhibit D - Certification re Lobbying Final Regulations.pdf

CLFR-119b - Exhibit E - Civil Rights Assurances Certification Final Regulations.pdf

CLFR-119b - Exhibit F - Invoice with cert Final Regulations.pdf

CLFR-119b - ILA General Terms and Conditions_Final -RISK 11 and 12 REW 7.28.23.pdf

EXHIBIT A

CLFR TERMS AND CONDITIONS

CITY OF MARYSVILLE FLOOD CONTROL PROJECT

The County has appropriated funds from its portion of Coronavirus Local Fiscal Recovery Funds (“CLFR”) pursuant to the American Rescue Plan Act (ARPA), PL 117-2, section 9901, codified at 42 USC Section 802 *et seq.* to be used to pay for Flood Control Project as set forth in **Exhibit B** of the Agreement. These CLFR Terms and Conditions apply to the Subrecipient’s provision of Flood Control Project, for which the County has agreed to pay an amount not to exceed **\$250,000**. In case of conflict between these CLFR Terms and Conditions and the Agreement, the following order of priority shall be used: (1) CLFR Terms and Conditions, (2) Other Terms and Conditions governing funding under this Agreement, and (3) **Exhibit B** of this Agreement.

I. TERMS AND CONDITIONS

Subrecipient agrees to comply with Section 603(c) of the Social Security Act, regulations as promulgated by the Department of Treasury (31 CFR Part 35) as amended; Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions promulgated by the U.S. Department of the Treasury, as amended; and Compliance and Reporting Guidance – State and Local Fiscal Recovery Funds as promulgated by the U.S. Department of the Treasury, as amended. The Subrecipient shall also comply with regulatory requirements under the Uniform Guidance at 2 CFR Part 200.

A. Compliance with Specific Laws, Regulations, and Agreements

The Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Subrecipient shall require compliance of the same in any contract it enters into with other parties relating to this Agreement. Federal regulations applicable to the funding provided in this Agreement include, without limitation, the following:

1. 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation, including, Subpart A (Acronyms and Definitions), Subpart B (General Provisions), Subpart C (Pre-Federal Award Requirements and Contents of Federal Awards) [excluding 204 (Notices of Funding Opportunities), 205 (Federal awarding agency review of merit of proposal), 210 (Pre-Award Costs), 213 (Reporting a determination of a non-federal entity is not qualified for a federal award)], Subpart D (Post Federal Award Requirements) [excluding 305(b)(8) and (9) regarding Federal Payment, 308 (Revision of budget or program plan), 309 (modification to period of performance)], Subpart E (Cost Principles), and Subpart F (Audit Requirements).

2. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25 and pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a requirement in all lower tier covered transactions that the award is subject to 2 CFR Part 180 and Treasury's implementing regulations at 31 CFR Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirement for Drug-Free Workplace, 31 CFR Part 20.
7. New Restrictions on Lobbying, 31 CFR Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations. The Subrecipient shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671) and the Federal Water Pollution Control Act (33 USC §§ 1251-1387) as amended.
10. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 USC §1501 and §§ 7324-7328), which limits certain political activities of federal employees as well as certain other employees who work with federal funding programs.
11. The Subrecipient shall include the clauses 1 through 10 in this Section I.A., adapted for the proper parties, in any subcontract.

B. Protections for Whistleblowers

1. In accordance with 41 USC § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an agreement) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for agreement or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of Contractor or its subcontractors who has the responsibility to investigate, discover, or address misconduct.
3. Subrecipient shall inform its employees in writing of the rights and remedies provided under this subsection, in the predominant native language of the workforce.
4. The Subrecipient shall include the above clauses 1-3, adapted for the proper parties, in any subcontract.

C. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

D. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

E. Nondiscrimination

The Subrecipient shall comply with the following statutes and regulations prohibiting discrimination:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the grounds of race, color, or national origin under program or activities receiving federal financial assistance.

By execution of this Agreement, Subrecipient certifies:

Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. The Fair Housing Act, Title VII-IX of the Civil Rights Act of 1968 (42 USC § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
4. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis or age in programs or activities receiving federal financial assistance; and

5. The American with Disabilities Act of 1990, as amended (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.

The Subrecipient shall include the above clauses 1-5, adapted for the proper parties, in any subcontract.

F. Conflicts

The Subrecipient's employees, subcontractors and board or committee members shall not use, or give the appearance of using, their positions for the personal gain of themselves or those with whom they have family, business or other ties. The Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c). The Subrecipient shall disclose to the County any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

G. Public Records

In addition to complying with the Public Records provisions of the Agreement, the Subrecipient acknowledges that by accepting funds under this Agreement, it may be considered the functional equivalent of a public agency under the Public Records Act, chapter 42.56 RCW.

H. Capacity

The Subrecipient, by signing this Agreement, acknowledges that it has the institutional, managerial, and financial capability to ensure proper planning, management, and provision of the services funded. If at any time, the Subrecipient believes its capacity is compromised or Subrecipient needs technical assistance, it shall immediately notify the County. The County will make best efforts to provide timely technical assistance to the Contractor to bring the Agreement into compliance.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

I. Remedial Action

In the event of the Subrecipient's noncompliance with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of the federal award

funding this Agreement, Treasury or the County may take remedial action as set forth in 2 CFR § 200.339.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

J. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment; Compliance with 2 CFR § 283

The Subrecipient shall comply with 2 CFR § 200.216 and shall require compliance with 2 CFR § 200.216 in any subcontract.

Subrecipient shall exercise due diligence to ensure that none of the funds, including supplies and services, received under this Agreement are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The Subrecipient must terminate or void in whole or part any subcontract with a person or entity listed in the System Award Management Exclusions (SAM) as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding Subrecipient provides written approval to continue the subcontract.

K. Preferences for Procurements

As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracting agreements and purchase orders for work or products under this Agreement.

For purposes of this Subsection:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction material composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

II. FISCAL MANAGEMENT

Every subcontract approved by the County and entered into by the Subrecipient under this Agreement shall be in writing and shall incorporate all of the clauses in this Section II, with word changes where appropriate to properly identify the parties

to the subcontract. If the Subrecipient is a non-federal entity as defined in 2 CFR § 200.69 and expends \$750,000.00 or more in Federal awards during its fiscal year, the Subrecipient shall comply with the audit requirements of 2 CFR § 200 Subpart F.

A. Accounting Standards

The Subrecipient agrees to comply with OMB Uniform Guidance and 2 CFR § 200 and to adhere to the accounting principles and procedures required therein, to use adequate internal controls, and to maintain necessary source documentation for all costs incurred.

B. Audit and Recovery

All disbursements of funds to the Subrecipient under this Agreement shall be subject to audit and recovery of disallowed costs from the Contractor. In the event of Subrecipient's noncompliance with Section 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the County may impose additional conditions or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of Section 603(c) of the Social Security Act regarding the use of funds, funds shall be subject to recoupment.

1. The Subrecipient shall maintain its records and accounts so as to facilitate the County's audit requirement and shall ensure that subcontractors also maintain auditable records.
2. The Subrecipient is responsible for any audit exception incurred by its own organization or that of its subcontractors.
3. The County reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.
4. The Subrecipient shall follow-up on and develop corrective action plans for all audit findings.

C. Accounting for Funds

In the event of an audit, the Subrecipient shall account for all funds provided under this Agreement and demonstrate that the funds have only be used as provided for in this Agreement.

D. Repayment of Funds to County/Recoupment

The Subrecipient shall return funds disbursed to it by the County under this Agreement for return by the County to the U.S. Department of the Treasury, upon the occurrence of any of the following events:

1. If Subrecipient has any unspent funds on hand as of the earlier of the end date of this Agreement or the termination of this Agreement, Subrecipient shall return all unspent funds to the County within ten (10) calendar days of end date or termination.
2. If overpayments are made; or
3. If an audit of the Project by the U.S. Department of the Treasury, the State, or the County determines that the funds have been expended for purposes not permitted by the Section 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the U.S. Department of the Treasury, the County, or this Agreement.

To exercise recoupment or repayment, the County shall make a written demand upon the Subrecipient for repayment, the Contractor shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand. No exercise of the County of the right to demand repayment of funds by the Subrecipient shall foreclose the County from making an additional demand for repayment if a return of additional funds is required by the U.S. Department of the Treasury; the County's right to demand repayment from the Subrecipient may be exercised as often as necessary to recoup from the Subrecipient all funds required to be returned by the County to the U.S. Department of the Treasury.

The Subrecipient is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

E. Debts Owed the Federal Government.

1. Any funds paid to Subrecipient in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this Agreement, that are determined by the Treasury Office of Inspector General to have been misused or that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.
2. Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 1 of this subsection, Treasury will take any actions available to it to collect such a debt.

3. Any debts determined to be owed to the County must be promptly paid by Subrecipient. A debt is delinquent if it has not been paid by the date specified in County's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt. The County will take any actions available to it to collect such a debt.

F. Cost Principles

The Subrecipient shall administer its provision of services in conformance with OMB Uniform Guidance and 2 CFR § 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding under this Agreement. The Subrecipient is not required to provide cost sharing or matching funds under this Agreement.

G. No Indirect Costs

If indirect costs are charged, the Agency will develop an indirect cost allocation plan for determining the Subrecipient's appropriate share of such costs and shall submit such plan to the County for approval in a form specified by the County.

H. State Prevailing Wage Requirements

Use of federal, state, or local funds to reimburse costs associated with labor performed for any type of maintenance, repair, rehabilitation, construction, etc. may trigger State Prevailing wage requirements per RCW Chapter 39.12. Projects that include construction costs will require performance and payment bonds from the prime contractor.

I. Cost Reimbursement

Reimbursement for services delivered under this Agreement shall be on a cost-reimbursement basis. Reimbursement shall be provided for services provided pursuant to the Statement of Work (Exhibit B). The Subrecipient shall submit, in a format prescribed by the County and set forth in Exhibit F to this Agreement, an invoice and certification detailing, on a monthly basis, all costs associated with the program based on the Approved Contract Budget (Exhibit C). Use of funds available under this Agreement will be reviewed monthly. The

Subrecipient certifies that the work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or source.

J. Program Income

To the extent that program income, as defined in 2 CFR § 200.1, is generated under this Agreement, the receipt and expenditure of program income shall be reported monthly to the County.

Any program income generated under this Agreement must be used for the purposes and under the terms and conditions of this Agreement.

K. Advance Payment

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.

L. Debarment and Suspension Certification

The Subrecipient is required to comply with the provisions of Executive Order 12549, Executive Order 12689, 2 CFR § 180. The Subrecipient, by signing the Agreement, certifies that to the best of its knowledge and belief that:

1. The Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency;
2. That the Subrecipient has not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offenses in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. The Subrecipient is not presently indicted for or otherwise criminal or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this subsection; and
4. The Subrecipient has not within a three (3) year period preceding the signing of this Agreement had one or more public transaction (Federal, state, or local) terminated for cause of default.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

M. Debarment and Suspension Certification for Subcontractors

The Subrecipient agrees to include the following required language in all subcontracts into which it enters resulting directly from the Subrecipient's duty to provide services under this Agreement:

The lower tier subcontractor certified, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the lower tier subcontractor is unable to certify to any of the statements in the contract, such subcontractor shall attach an explanation to the Agreement.

III. ADDITIONAL REQUIREMENTS

A. Procurement

Unless specified otherwise in this Agreement, the Subrecipient shall procure all materials, property, supplies, or services in accordance with the requirements of 2 CFR § 200.318; Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 24 CFR § 135; and 24 CFR § 576.404. The Subrecipient, in subcontracting, shall comply with 2 CFR § 321(b)(1-5).

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

B. Faith-Based Activities

Recipient shall ensure that no funds provided under this Agreement are used for inherently religious activities or for a religious purpose.

C. Political Activities

The Subrecipient agrees that no funds provided, nor personnel employed, under this Agreement shall be in any way or to any extent be applied to, or engaged in, the conduct of political activities in violation of 24 CFR § 570.207(a)(3).

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

D. Public Information

1. The Subrecipient shall ensure recognition of the role of the County in providing services through this Agreement. All activities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source.
2. Any publication produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0194 awarded to Snohomish County by the U.S. Department of Treasury."
3. The Subrecipient shall include clause 2 of this subsection in any subcontract.

E. COVID Guidelines

A program or service that imposes conditions on participation in or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with practices in line with CDC guidance for stopping the spread of COVID-19 shall not be reimbursed by the County.

IV. PERFORMANCE EVALUATION, RISK ASSESSMENT, AND MONITORING

The Subrecipient agrees to participate with the County in any monitoring (on-sit and/or desk) or evaluation conducted by the County of the program/project set forth in Exhibit B to determine compliance with the terms of the Agreement. The Subrecipient agrees to make available all information in its possession relevant to such evaluation and monitoring. Specific monitoring requirements for this Agreement as follows:

For all Agreements, monthly desktop monitoring of all invoices and performance reports as outlined in Exhibit B submitted by the Subrecipient shall be performed by the County.

At a minimum, on-site fiscal and performance monitoring shall be conducted annually. Depending on the results of the Subrecipient's Fiscal Risk Assessment completed by County staff prior to Agreement execution, fiscal and/or performance monitoring may be conducted on a more frequent basis.

Remedies for substandard performance that is not corrected to the County's satisfaction may include suspension or termination of the Agreement.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

V. CORRECTIVE ACTION

The Contractor shall follow up on and develop corrective action plans for all audit findings in accordance with OMB Uniform Guidance.

VI. RECORDS

In addition to other provisions in the Agreement regarding records, Subrecipient shall comply with the following:

- A.** The Subrecipient shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act, Treasury's implementing regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- B.** The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, and the County shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

C. Records to Be Maintained

The Subrecipient shall maintain all records required by the Agreement pertaining to the activities funded under this Agreement and as further described in EXHIBIT B. The Subrecipient shall furnish such records to the County or other authorized officials, as requested. The Contractor shall maintain records including, but not limited to:

1. Records providing a full description of each activity undertaken;
2. Records used for data collection for reports as required;
3. Records of compliance with conflict of interest requirements;
4. Records of compliance with the nondiscrimination requirements;
5. Financial Records, including supporting documentation for all costs submitted via invoice;
6. Any other reporting obligations established by the U.S. Department of the Treasury as they relate to this award.

D. Individual Information and Confidentiality

The Subrecipient understands that if any personally identifiable information is (“PII”) collected under this Agreement, said PII is confidential and the use or disclosure of such information when not directly connected with the administration of the County’s or the Subrecipient’s responsibilities with respect to services under this Agreement, may be prohibited by federal, state, and local laws regarding privacy and obligations of confidentiality, unless written consent is obtained from such person, and, in the case of a minor, that or a responsible parent or guardian. The Subrecipient shall inform the County immediately upon discovery of any authorized disclosure of PII.

The Subrecipient shall include the clauses A through D above, adapted for the proper parties, in any subcontract.

VII. AFTER-THE-AGREEMENT/CLOSE-OUT REQUIREMENTS

The Subrecipient’s obligation to the County shall not end until all close-out requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over American Rescue Plan Section 9901 Coronavirus State and Local Fiscal Recovery Funds dollars. The County will close-out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work has been completed.

VIII. FALSE STATEMENTS

Subrecipient understands that making false statements or claims with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreement, and/or any other remedy available by law.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

IX. DISCLAIMER

The United States has expressly disclaimed any and all responsibility or liability to the County or third persons for the actions of the County or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the award of Federal funds to the County under section 603(c) of the Act, or any Agreement or subcontract under such award.

The County expressly disclaims any and all responsibility or liability to the Subrecipient or third persons for the actions of the Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in

any way from the performance of this Agreement or any other losses resulting in any way from the performance of the Agreement, or any subcontract thereto.

The Agreement does not in any way establish an agency relationship between or among the United States, the County, and Subrecipient.

The Subrecipient shall include the above Disclaimer clauses, adapted for the proper parties, in any subcontract.

X. TIME OF THE ESSENCE

Time is of the essence in the performance of each party's obligations under this Contract. Each party will carry out its obligations under this Contract diligently and in good faith.

EXHIBIT B

CITY OF MARYSVILLE FLOOD CONTROL PROJECT

I. PROJECT SUMMARY

Project Name: City of Marysville Flood Control Project

Identification Number: CLFR-119b

Project Expenditure Category (EC): EC 6.1 - Provision of Government Services

BACKGROUND

The City has experienced minor overflow, during significant King Tide cycles, for the last decade. These overflow events appear to be increasing in severity and duration. For instance, the December 2012 King Tide cycle resulted in minor overflow at a few key locations. The City subsequently raised these sections of levee to avoid future flooding. Unfortunately, even with these improvements, the December 2022 King Tides caused worse flooding and for a longer duration.

The existing levee protects the City's Public Works facility and the City's only Wastewater Treatment Plant. If the existing levee were to significantly overtop, or fail due to inundation, the City's Public Works operations would be severely impacted. **Appendix A for a Vicinity Map and FEMA FIRM Map** depicts the adjacency of the levee to the City's Public Works facilities/operations.

Additionally, Diking District 3, a special purpose district within the boundaries of the City formed to provide and maintain diking facilities, appears to be inactive. Diking District 3's inactivity creates additional instability for the City as it addresses flood control concerns.

STATEMENT OF WORK

The Project is divided into two phases. **Phase I: Initial Projects** concerns research, investigation, and reporting that will form the base of the future planning for flood control in the area. **Phase II: Outreach, Planning and Preliminary Design** concerns projects that are dependent upon the City owning the assets of Diking District 3. Phase II includes outreach, planning, operations, maintenance, and design.

II. DELIVERABLES

The City shall complete the following Deliverables:

Phase I: Initial Projects

- 1. Diking District 3 Review and Report.** The City shall investigate, research, and create an Asset Ownership Report setting forth the following:
 - All assets, including money, funds, improvements, facilities, and property (real and personal) of Diking District 3. For real property, the City shall include parcel numbers and accurate legal descriptions.
 - All parcels on which assets of Diking District 3 exist, including parcel numbers and legal descriptions of easements,
 - Any and all liabilities and debts of Diking District 3.
 - Ownership of other flood control facilities within City boundaries that may impact future City assumption of DD3 assets.

Deliverable 1 Due Date: December 15, 2023.

- 2. Sea Level Rise Report.** The City shall study and predict the impacts of future sea level rise on existing critical infrastructure, including the existing levee/dike system, the assets of Diking District 3, Ebey Waterfront trail, the Ebey Waterfront Park and the City's Public Works facility. The City shall create a Sea Level Rise Report setting forth the same

Deliverable 2 Due Date: August 31, 2024.

- 3. Alternatives Analysis Report.** The City shall identify solutions to future sea level rise, based upon the Sea Level Rise Report and create the Alternatives Analysis Report, which will set forth all possible means and methods to protect critical infrastructure from future sea level rise.

Deliverable 3 Due Date: April 30, 2025.

Phase II: Outreach, Planning, and Preliminary Design

City shall only commence work on Phase II upon the completion of the following conditions precedent:

- *Dissolution of Diking District 3 pursuant to chapter 36.96 RCW*
- *Transfer of Diking District 3 real and personal property from Snohomish County to City*

4. Preferred Alternative Outreach & Memo. The City shall conduct Community Outreach and Engagement, including social media, press releases, a community meeting and pre-application conference with the City’s Community Development Department. Outreach will result in selection of projects to be described in the Preferred Alternatives Memo. The City shall select the best alternative(s) for future capital improvements.

Deliverable 4 Due Date: May 31, 2025.

5. Operations and Maintenance Manual. The City shall develop a new Operations and Maintenance manual for the existing and proposed levees.

Deliverable 5 Due Date: August 31, 2025.

6. Preliminary Design. The City shall develop Preliminary Design documents for selected capital improvements to flood control facilities including Engineers Estimate Cost.

Deliverable 6 Due Date: May 31, 2026.

(Appendix to follow)

EXHIBIT C

PROJECT BUDGET AND COMPENSATION

The County shall reimburse City for eligible expenses incurred in executing the Project pursuant to the Agreement, in an amount not to exceed the Contract Maximum. As outlined in **Section 3** of this Agreement, City shall submit to the County a properly executed invoice and cost certification indicating the work performed and the amount due from the County at the completion of work for each line item outlined in this section. Subject to **Section 8** of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

TABLE 1. PROJECT BUDGET

Tasks	Activities And Deliverables	Not to Exceed Amount	Month/Year Task Will Be Completed
PHASE I: Initial Projects			
Deliverable 1:	Asset Ownership Report	\$25,000	December 2023
Deliverable 2:	Sea Level Rise Report	\$62,500	August 2024
Deliverable 3:	Alternative Analysis Report	\$25,000	April 2025
PHASE II: Outreach, Planning, and Preliminary Design			
Deliverable 4:	Outreach and Preferred Alternatives Memo.	\$37,500	May 2025
Deliverable 5:	Operations and Maintenance Manual	\$20,000	August 2025
Deliverable 6:	Preliminary Design and Engineer’s Estimate	\$67,500	May 2026
Project Management and Administration	Submit a Fiscal Closeout form and a Closeout Report	\$12,500	June 2026

The City may only receive reimbursement according to the following:

1. The County will reimburse the City for eligible expenses incurred in executing the Project, pursuant to the Agreement, in an amount not to exceed the Contract Maximum of **\$250,000**.
2. Eligible expenses for which city may request reimbursement:
 - Project management and administration costs
 - Costs of creating deliverables including consultant work
3. Sufficient documentation of eligible expenses shall include itemized invoices from third parties, if any, for all eligible expenditures for which the City seeks reimbursement.

TABLE 2. CONTRACT COMPENSATION CHART

Line Item	Amount
a. Project Management and administrative costs	\$12,500
b. Phase I and Phase II costs as described above	\$237,500
Total Amount:	\$250,000

Eligible expenses for which the City may request reimbursement:

The City may shift funds within line items set forth in this Project Budget subject to the following conditions:

- a. Funds may be shifted among the line items set forth in the Table 1. Project Budget above, so long as 1) the City has received prior written consent from County and 2) Project Management and Administration (in Table 1 or Table 2) does not exceed twenty-five thousand dollars (\$25,000) or 10% of the Contract Maximum, whichever is less.

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that I have read and understood the obligations described above, that the Contractor is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

SUBRECIPIENT NAME: City of Marysville

By: _____

Title: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 1352 0348-0046
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C.
 (See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime Subawardee: Subawardee Tier _____, if known : Congressional District, if known :4c		5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Congressional District, if known :
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known :	9. Award Amount, if known : \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLLA, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): 	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print Name: Title: Telephone No.: _____ Date:	
Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Federal Use Only:		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

CONTINUATION SHEET

0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

EXHIBIT E

CIVIL RIGHTS ASSURANCES CERTIFICATION
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AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901

- A. The funds provided to Agency are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.
- B. The Subrecipient understands and acknowledges that:

As a condition of receipt of federal financial assistance from the Department of the Treasury, with monies distributed through Snohomish County, the Subrecipient named below (hereinafter referred to as the "Subrecipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

- C. The assurance apply to all federal financial assistance from or fund made available through the Department of Treasury.
- D. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above
- E. The Subrecipient certifies the following:
1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve

access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Subrecipient and Subrecipient's subgrantees, contractors, subcontractor, successor, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the

Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.
11. The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

I hereby certify that I have read and understood the obligations described above, that the Subrecipient is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

SUBRECIPIENT NAME: City of Marysville

Signature:

Title:

Date:

SNOHOMISH COUNTY
OFFICE OF RECOVERY AND RESILIENCE
3000 ROCKEFELLER AVENUE, M/S 407
EVERETT, WA 98201

SUBRECIPIENT COST CERTIFICATION FORM

1. **Subrecipient Certification:** I have the authority and approval from the governing body of the Subrecipient to request reimbursement from Snohomish County from the County's allocation of the CLFR as created in Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") for eligible expenditures included on the corresponding invoice for the reporting period referenced on the Contract Face Page.
2. I understand Snohomish County will rely on this certification as a material representation in processing this reimbursement.
3. I certify the use of funds submitted for reimbursement from the CLFR under this Agreement were used only to cover those costs in accordance Section 9901 of the American Rescue Plan Act of 2021, the Final Rule at 31 CFR Part 35, and Department of Treasury FAQs and guidance.
4. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued. I have reviewed the Section 9901 of the American Rescue Plan Act of 2021, the Final Rule at 31 CFR Part 35 and Department of Treasury (Treasury) FAQs and guidance and certify costs meet the parameters set forth therein. Any funds expended by Subrecipient or its subcontractor(s) in any manner that does not adhere to the Section 9901 of the American Rescue Plan Act of 2021, the Final Rule at 31 CFR Part 35 and Treasury FAQs and guidance shall be returned to the County for return to the Treasury.
5. I understand the Subrecipient receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Section 200.333- Retention requirements for records. Such documentation shall be produced for the County upon request and may be subject to audit by state and/or federal representatives.
6. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
7. I understand funds received pursuant to this certification cannot be used for expenditures for which the Subrecipient has received any other funding (whether state, federal or private in nature) for the same expense.

By signing this document, 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, or otherwise (United States Code Title 18, Sec. 1001 and Title 31, Section 3729-3730 and 3801-3812).

SUBRECIPIENT NAME: City of Marysville

By: _____

Name and Title: _____

Date: _____

**CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS INTERLOCAL AGREEMENT
WITH CITY OF MARYSVILLE**

This CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS INTERLOCAL AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2023, between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a Washington municipal corporation and public agency under chapter 39.34 RCW ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, chapter 85.38 RCW allows local communities to create special purpose districts to provide diking, drainage, and/or flood control facilities and services; and

WHEREAS, special purpose diking districts have been formed under chapter 85.38 RCW with powers set forth in chapter 85.05 RCW, including Snohomish County District No. 3 ("DD3"), and

WHEREAS, DD3 is authorized to provide oversight and maintenance of a flood control diking system near the City of Marysville; and

WHEREAS, flood control diking systems improve the farming and use of agricultural land along Snohomish County rivers and drain flood waters after major floods; and

WHEREAS flood control diking systems also provide benefits to Snohomish County roads and land by protecting them from weather and tidal events; and

WHEREAS, in recognition of the importance of flood control diking systems to Snohomish County, the County created an ARPA-CLFR funded flood risk reduction program; and

WHEREAS, the flood risk reduction program allows special purpose districts and/or cities to apply for funds to address flood risk mitigation; and

WHEREAS, the County and the Agency desire to protect and preserve the valuable resources of the Ebey Waterfront, the Public Works facilities as well as the Water Treatment center; and

WHEREAS, chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies, including the County and the City of Marysville, to enter into cooperative agreements with one another to make the most efficient use of their respective resources; and

WHEREAS, the County would like to award to the Agency \$250,000 for the provision of government services described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Port of Edmonds agree as follows:

1. Purpose of Agreement; Government Services Project. The purpose of this Agreement is to set forth the terms and conditions under which the County will provide Coronavirus Local Fiscal Recovery funds ("CLFR") funding (the "Funds") to the Agency for the government services Project set forth in **Exhibit B**, attached hereto and by this reference made a part hereof. Special funding source terms and conditions are set forth in **Exhibit A**, attached hereto and by this reference made a part of hereof.

The Project shall be executed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Agency practices or operates at the time the services are performed. The Agency shall perform the work in a timely manner and in accordance with the terms of this Agreement.

The Agency will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website ("Effective Date"). Notwithstanding the Effective Date, this Agreement shall govern the Project set forth in Exhibit B beginning on **September 14, 2023**. This Agreement shall terminate on **June 30, 2026**. The Agency shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than **June 30, 2026**, PROVIDED, HOWEVER, that the County's obligations after **December 31, 2023** are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Funds. The County agrees to provide up to **\$250,000.00** to the Agency from the County's share of its CLFR allotment, to be used for the Project set forth in **Exhibit B**.

a. Eligible Expenses. The County shall pay the Funds to the Agency on a reimbursement basis only for actual costs incurred. The County shall not make payment in advance or in anticipation of costs incurred by the Funds under this Agreement. The County will reimburse the Agency for Eligible Expenses as and when set forth in **Exhibit C**, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The total amount of Funds received by Agency in **Section 3a** above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement

c. **Invoices.** The Agency shall submit monthly invoices to the County for reimbursement, PROVIDED, HOWEVER, that the final invoice shall be submitted to the County no later than **June 30, 2026**. Any invoice received after **June 30, 2026**, shall not be eligible for reimbursement. Subject to **Section 8** of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

Every invoice submitted by Agency shall be accompanied by an executed cost certification in the form set forth in **Exhibit F**, attached hereto and by this reference made a part hereof. Prior to beginning work under this Agreement, Agency shall submit an executed version of the Lobbying Certification in the form set forth in **Exhibit D**, attached hereto and by this reference made a part hereof and an executed version of the Civil Rights Certification in the form set forth in **Exhibit E**, attached hereto and by this reference made a part hereof.

d. **Payment.** The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Agency is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Agency shall email SBF-SnocoEpayables@co.snohomish.wa.us and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Agency needs to provide contact information (name, phone number and email address). The Agency will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Agency does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Agency waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Agency pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

f. Contract Maximum. Total payment under this Agreement, all fees and expenses included, shall not exceed **\$250,000.00** for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Agency agrees that Agency will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Agency is not entitled to any benefits or rights enjoyed by employees of the County. The Agency specifically has the right to direct and control Agency's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties' partners or joint venturers.

The Agency shall furnish, employ and have exclusive control of all persons to be engaged in performing the Agency's obligations under this Agreement (the "Agency personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Agency personnel shall for all purposes be solely the employees or agents of the Agency and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Agency personnel, the Agency shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Agency personnel when required by law.

The Agency shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Agency agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Agency assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Agency and as to all duties, activities and requirements by the Agency in performance of the work under this Agreement. The Agency shall assume exclusive liability therefor and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Agency or the Agency's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Agency uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Agency and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution and effectiveness of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Jessica Ruhle
Title: Regional Grant & Contract Planner
Department: Office of Recovery & Resilience
Telephone: (425) 262-2095
Email: Jessica.ruhle@snoco.org

8. County Review and Approval. When the Agency has completed any discrete portion of the services, the Agency shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Agency shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Agency that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Agency with written notice describing the problems with the work and describing the necessary corrections or modifications to

same. In such event, the Agency shall promptly remedy the problem or problems and re-submit the work to the County. The Agency shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Agency shall be responsible for the accuracy of work even after the County accepts the work.

If the Agency fails or refuses to correct the Agency's work when so directed by the County, the County may withhold from any payment otherwise due to the Agency an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Agency's conduct.

9. Subcontracting and Assignment. The Agency shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Agency to subcontract, assign, or delegate any portion of the Agency's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Agency shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Agency. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Agency which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Agency, shall be refunded to the County by the Agency.

11. Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Agency shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the entire project undertaken by or on behalf of Agency, including but not limited to all services and/or deliverables. In addition, the Agency shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to the project, including such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Agency or its subcontractors, and the Agency, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Agency.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Agency shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the entire project, including but not limited to the performance of the services hereunder by the Agency, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, the Agency warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this **Section 12**, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Agency under this Agreement. The Agency shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Agency's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Agency to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Agency shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000.00 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.00.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Agency in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

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

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

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

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

e. Subcontractors. The Agency shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Agency as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

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

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

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, “Restrictions on future employment of County employees,” imposes certain restrictions on the subsequent employment and compensation of County employees. The Agency represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Agency shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Agency shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Agency’s work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Agency, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Agency, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party’s reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a “force majeure event”), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Agency in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under **Section 21** of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Agency breaches any of its obligations hereunder, and fails to cure the same, or take corrective action, within fifteen (15) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Agency only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with **Sections 3 and 8** hereof.

c. The County may terminate this Agreement upon fifteen (15) business days' written notice to the Agency for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with **Sections 3 and 8** hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Agency in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Agency provided under any other section or paragraph herein. The County does not, by exercising its rights under this **Section 21**, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Agency (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

e. The County may suspend all or any part of this Agreement and withhold further payments or prohibit the Agency from incurring additional obligations thereunder during investigation of suspected noncompliance with the terms of the Agreement. The County may also take these actions pending corrective action by the Agency.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish Co. Office of Recovery & Resilience
3000 Rockefeller Ave., M/S 407
Everett, Washington 98201
Attention: Kara Main-Hester
(425) 422-0632

release of the information is required by the Act or otherwise appropriate, the Agency's sole obligations shall be to notify the County (a) of the request and (b) of the date that such information will be released to the requester unless the County obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the County fails to timely obtain a court order enjoining disclosure, the Agency will release the requested information on the date specified.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Agency. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Agency, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Agency, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Prevailing Wage. Agency shall comply with Washington State Prevailing Wage laws. For work financed under this Agreement, Recipient shall pay their laborers and mechanics at wage rates not less than those prevailing on similar construction in the locality in accordance with 39.12 RCW pertaining to payment of state prevailing wages on public works projects. For work financed under this Agreement, Recipient shall require all contractors and subcontractors to comply with RCW 49.28.060 and 49.28.065. Recipient shall file and ensure that any subcontractor file with Department of Labor and Industries a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid. Compliance with this section is material to this Agreement, any breach of this Section is cause for County termination under **Section 21** of this Agreement.

34. No Separate Entity Necessary/Created. The parties agree that no separate legal or administrative entities such as a joint board are necessary to carry out this Agreement.

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

36. Administrators. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals.

County's Initial Administrator: **Kara Main-Hester, Chief Recovery Officer**

City of Marysville Initial Administrator: **Adam Benton, Storm & Wastewater Utility Manager**

37. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

(signature page to follow)



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Public Works Services Manager Skip Knutsen, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Recycling and Organic Waste Collection Services Agreement with Waste Management, Inc

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Recycling and Organic Waste Collection Services Agreement with Waste Management of Washington, Inc.

SUMMARY:

The current contract with Waste Management of Washington is set to expire on December 31, 2023.

On August 29, 2022 the City of Marysville solicited for responses to a Request for Proposal (RFP) for Residential, Multi-Family, and Commercial Recycling and Organics Collection Services within the City.

For this RFP, Waste Management of Washington was the sole and qualified responder.

Immediately following the close of the RFP response period, the City proceeded with next steps which included an internal analysis of services, a rate study conducted by FCS Group consultants and contract discussions with the responsive bidder.

The 2024 agreement for recycling and organic waste collections is scheduled for a term of 5 years and to provide for residential, multi-family and commercial premises collections. Under this agreement, Single Family Residential services will be billed to the customer by the City Utility Billing Department. Commercial and Multi-Family recycling collection services will be billed by the Contractor, Waste Management, and it will be the Contractor which will provide for all customer service functions related to Commercial and Multi-Family services.

ATTACHMENTS:

Solid Waste Presentation 20230905.pptx

RFP-2022 Response and Proposal.pdf

Recyclables and Organic Waste Collection Services Agreement 2024_final.pdf



SOLID WASTE DIVISION

RATE STUDY, CONTRACTS AND ORDINANCE

City of Marysville
Public Works Department



Agenda

- Solid Waste Rate Study – Objectives & Outcomes
- Recycling and Organic Waste Collection Service Agreement with Waste Management, Inc.
- Third Amendment to Curbside Collected Recyclables, Curbside Collected Yard Waste, Multi-Family and Commercial Collection, Processing, Marketing and Disposal Services Agreement
- An Ordinance Amending chapter 7.08 of the MMC Relating to Solid Waste Rates
- An Ordinance Amending chapter 3.67.010 of the MMC Relating to the Solid Waste Department Gross Receipt Tax Rate
- An Ordinance Amending chapter 3.63.020 of the MMC Relating to the Solid Waste Department Rate Relief for Solid Waste



2023 Rate Study

The 2023 Rate Study followed an internal analysis of Solid Waste Rates and Services.

The overall objective of the Rate Study was to validate a reduction of revenues while ensuring adequate operational fund balances and reserves.

Rate Study Results

Objectives

Develop a rate plan to include the forecasting of revenue and liabilities within the Solid Waste Division

Establish a Capital Improvement Plan for replacement of an aging refuse truck fleet

Align the fund balance with a 30-60 day Operating Reserves standard & to allocate resources towards a 2024 rate reduction

Outcomes

Departmental Franchise and Gross Receipts Tax reduction from 15% to 10%

2024 Proposed rate reductions by service type

1. 6.95% in Residential Garbage
2. 2.09% in Commercial Garbage
3. 5.5% in Yard Waste services
4. 7.50% in Recycling services

2025 – 2030 balanced fund plan with no planned increases in 2025 or 2026



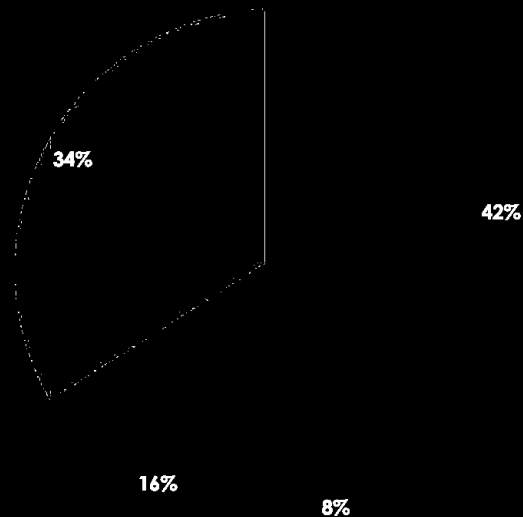
Rate Study

Reducing Rates for Core Services

How is a proposed rate reduction allocated within services provided by the City?

ALLOCATING REDUCED REVENUE

Residential Garbage Commercial Garbage Organics/Yard Waste Service Recycling Service





Rate Study

Residential Service Rate Reductions

What are the proposed rates for residential garbage & recycling services?

Garbage/Recycle Bundle	2023 Rate	2024 Rate	Rate Var	% Change
20 GALLON CART	54.74	50.87	(3.87)	-7.1%
20 GALLON LOW-INCOME SENIOR CART	39.76	30.52	(9.24)	-23.2%
36 GALLON CART	65.19	61.79	(3.40)	-5.2%
36 GALLON ONCE A MONTH CART	38.59	36.02	(2.57)	-6.7%
36 GALLON LOW-INCOME SENIOR CART	39.75	37.07	(2.68)	-6.7%
64 GALLON CART	101.36	91.66	(9.70)	-9.6%
96 GALLON CART	137.52	124.13	(13.39)	-9.7%

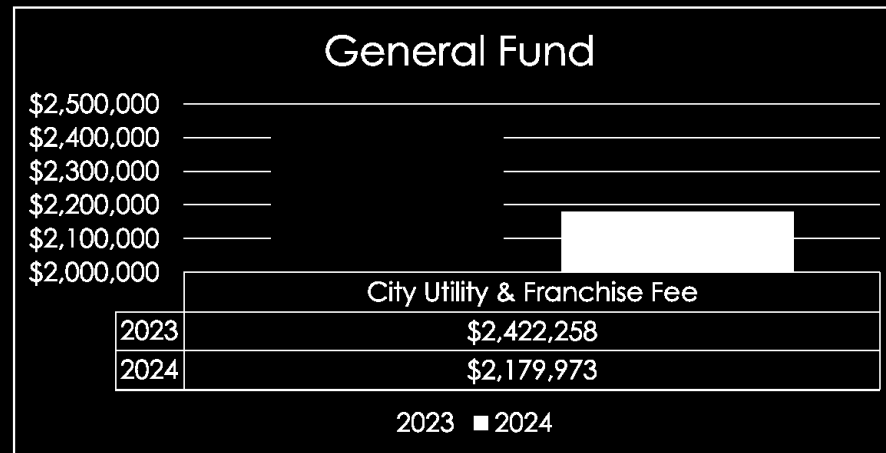
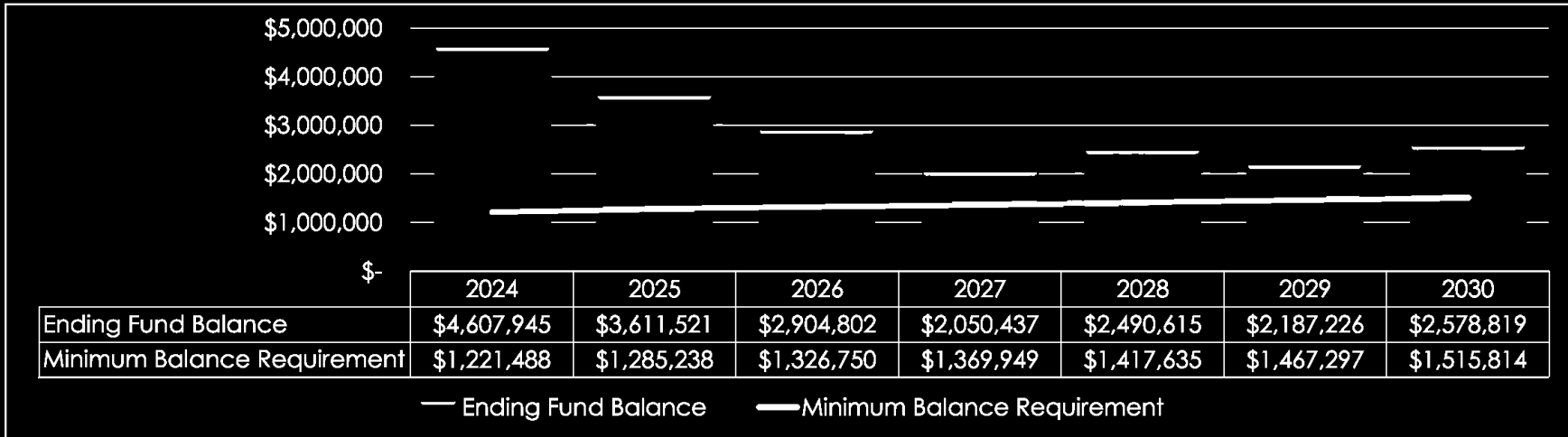
Organics Service

Subscription Service	2023 Rate	2024 Rate	Rate Var	% Change
YARD WASTE CART (Organics)	34.68	32.77	(1.91)	-5.5%
YARD WASTE ADDITIONAL CART	9.25	8.74	(.51)	-5.5%
YARD WASTE EXTRAS	0.00	5.86	New	



Rate Study - Fund Impact

With proposed rate reductions, what is the impact on the Solid Waste and General Fund Balances?





Solid Waste Rate Study

Questions?



Recycling and Organic Waste Collection Service Agreement with Waste Management, Inc.

The current contract with Waste Management of Washington is set to expire on December 31, 2023. On August 29, 2022 the City of Marysville solicited for responses to a Request for Proposal (RFP) for Residential, Multi-Family, and Commercial Recycling and Organics Collection Services within the City. For this RFP, Waste Management of Washington was the sole and qualified responder. Immediately following the close of the RFP response period, the City proceeded with next steps which included an internal analysis of services, a rate study conducted by FCS Group consultants and contract discussions with the responsive bidder.

The 2024 agreement for recycling and organic waste collections is scheduled for a term of 5 years and to provide for residential, multi-family and commercial premises collections. Under this agreement, Single Family Residential services will be billed to the customer by the City Utility Billing Department. Commercial and Multi-Family recycling collection services will be billed by the Contractor, Waste Management, and it will be the Contractor which will provide for all customer service functions related to Commercial and Multi-Family services.



Recycling and Organics Agreement

As a result of the 2022 RFP, staff have negotiated the proposed Agreement with the City's current contractor, Waste Management of Washington, Inc.

The competitive bid yielded rates comparable to current contract rates with improved service levels

Yard Debris program expanded to include food and organic waste

Weekly, year-round collection of Yard Debris

Improved Inclement Weather provision to include Contractor provided equipment or collection services at a City designated self-haul site

Monthly reporting from WM to include customer service activity for Multi-Family and Commercial customers, providing for City insight of contractor provided billing and services

Weekly reporting for single family billing items, providing for improved efficiency in our Utility Billing Department

Improved education and outreach program to include an annual waste sort

Contamination reduction program to improve recycling habits through system of warnings and fees

Change of the CPI Index to Water, Sewer, and Trash Collection Services index

Contractor to provide all customer service and billing services to Multi-Family and Commercial customers per service rates defined in the Agreement



Recycling and Organics Agreement

Commercial Recycling

WM will continue to provide all billing and customer service functions

Container Size	Current	2024 Rate	Var
1 Yard	\$74.50	\$77.74	\$3.24
2 Yard	\$106.25	\$110.87	\$4.62
3 Yard	\$140.88	\$147.01	\$6.13
4 yard	\$161.97	\$169.01	\$7.04
6 yard	\$195.77	\$204.28	\$8.51
8 Yard	\$225.41	\$235.21	\$9.80
96g Recycling	\$29.33	\$30.61	\$1.28
96g Organics	N/A	\$30.61	New

There is a 4% increase in service cost for those customers who subscribe for services with WM. As part of the rate plan and proposed rate reductions, the City will reduce the rate of garbage collection to negate the 4% increase in recycle cost.



Recycling and Organics Agreement

Multi-Family Services

- Prior to and through 2023, the City has paid all costs for Multi-Family services and the cost of service for collection was absorbed within the Solid Waste rate structure.
- Effective with the new agreement, Waste Management will directly provide to the property owner:
 - Recycling and Organic Collection Services
 - Customer Service
 - Billing of contracted rates

Cart Size	Current to City	2024 Rate to Customer	Var
1 Yard	\$19.63	\$20.49	\$0.86
2 Yard	\$39.34	\$41.05	\$1.71
3 Yard	\$58.99	\$61.56	\$2.57
4 yard	\$78.18	\$81.58	\$3.40
6 yard	\$117.45	\$122.56	\$5.11
8 Yard	\$156.26	\$163.05	\$6.79
96g Recycling	\$19.63	\$20.49	\$0.86
96g Organics	N/A	\$20.49	\$20.49



Recycling and Organics Agreement

Multi-Family Services

In considering a transition of Multi-Family recycling to WM and the cost of service to the property owner, a review of impact was completed

Recycle Service	Rate	Property Count	Combined Monthly Charges	Average Charge per Property
1 to 1.5 Yard	\$20.49	38	\$1106.46	\$29.00
2 Yard	\$41.05	15	\$821.00	\$55.00
3 Yard	\$61.56	14	\$1108.08	\$79.00
4 Yard	\$81.58	18	\$2365.82	\$131.00
6 Yard	\$122.56	5	\$735.36	\$147.00
8 Yard	\$163.05	3	489.15	\$163.00
1 to 4 Carts	20.49/Each	29	1432.99	\$49.00
No Services	\$0.00	44	0.00	0.00

To ensure a smooth transition, the Public Works Department will be engaged with WM and the customers through the end of the year



Recycling and Organic Waste Collection Services Agreement

Questions?



Third Amendment to Curbside Collected Recyclables, Curbside Collected Yard Waste, Multifamily and Commercial Collection, Processing, Marketing and Disposal Services Agreement with Waste Management of Washington

The current agreement with Waste Management of Washington is in effect through December 31, 2023 and the Yard Waste collection schedule under the current agreement provides for collections to revert to once per month collections effective the end of the third week of November through the end of the second week of March. Collection of Yard Waste on a once a month schedule, even for a short duration, is a hardship for the rate payer and the City has committed to resolving the collection schedule to continue as weekly collections through the late fall and winter months.

This third amendment to the agreement will extend the period of weekly Yard Waste collections to continue through to the expiration of the agreement.

Included in this amendment is revision of the Consumer Price Index (CPI) from Urban Wage Earners and Clerical Workers for the Seattle-Bremerton Metropolitan area to the CPI for All Urban Consumers: Water and Sewer and Trash Collection Services (Series CUUR0000SEHG, CUUS0000SEHG), as published by the United States Department of Labor, Bureau of Labor Statistics.



Third Amendment Recycling Collections

Questions?



2023-567-CC, An Ordinance Amending chapter 7.08 of the Marysville Municipal Code Relating to Solid Waste Rates

City Staff have prepared this ordinance to amend various chapters of MMC 7.08 to agree with the proposed 2024 rate plan and the manner of solid waste collection. This ordinance will amend MMC with respect to:

7.08.012 where definition is added for Temporary Container, Food Waste, Organic Waste and amendment of Yard Waste to increase acceptable length from three to four feet and to exclude items included in the definition of Food Waste.

7.08.031 where collection charges are removed and are replaced with reference to the rates specified in the chapter of MMC 7.08.

7.08.034 where Temporary container services are now defined in MMC and pursuant to the rates specified in the chapter of MMC 7.08

7.08.060 where references to prepaid refuse tags are removed and replaced with reference to the rates specified in MMC 7.08.110 and to remove language pertaining to fees for Bulk container roll-out in excess of 20 feet.

7.08.110 where the Rate schedule is amended to reflect new bi-monthly rates effective January 1, 2024



Municipal Code Amendments

Definitions

30% Solid Waste

Organic Waste, by definition and collection manner, now includes both Yard Waste and Food Waste. This step forward is in alignment with State Organics Management Law and provides residents the ability to divert Food Waste from the landfill.

Temporary container services are now defined in MMC and pursuant to the rates specified in the chapter of MMC 7.08. Along with restructured rates to capture cost of service, residents may retain a steel container for up to 4 weeks.



Service Item	2024 Rate	2024 Service Total
Delivery fee	\$75.00	
One cubic yard – service fee	\$33.48	\$108.48
One and one-half cubic yard – service fee	\$44.40	\$119.40
Two cubic yards – service fee	\$55.54	\$130.54
Three cubic yards – service fee	\$74.95	\$149.95
Four cubic yards – service fee	\$83.25	\$158.25
Six cubic yards – service fee	\$111.97	\$186.97
Eight cubic yards – service fee	\$144.31	\$219.31



Municipal Code Amendments

Excess Refuse

Excess Refuse – Container Services

New Rate: \$35.00 per Yard



Excess Refuse – Cart Services

2023 Rate: \$7.33 per 32 gallon equivalent
2024 Rate: \$5.86 per 32 gallon equivalent





Municipal Code Amendments

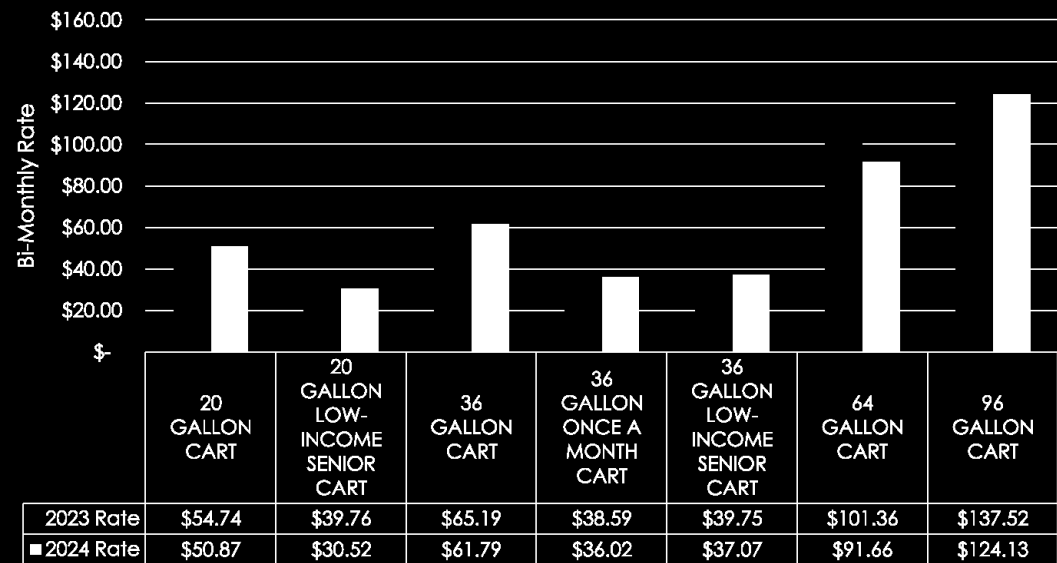
Single Family Premises Bundled Rates

7.08.110 where the Rate schedule is amended to reflect new bi-monthly rates effective January 1, 2024.

Garbage/Recycle Bundled Service Rates

Garbage/Recycle Bundle	2024 Rate
20 GALLON CART	50.87
20 GALLON LOW-INCOME SENIOR CART	30.52
36 GALLON CART	61.79
36 GALLON ONCE A MONTH CART	36.02
36 GALLON LOW-INCOME SENIOR CART	37.07
64 GALLON CART	91.66
96 GALLON CART	124.13
2 nd RECYCLING CART	10.54

Garbage & Recycle Bundled Services





Municipal Code Amendments

Organics and Recycling Services

Organics/Yard Waste Service

Subscription Service	2024 Rate
YARD WASTE CART (Organics)	32.77
YARD WASTE ADDITIONAL CART	8.74
YARD WASTE EXTRAS	5.86



Recycle Services

Subscription Service	2024 Rate
RECYCLE CART	\$29.03
LOW-INCOME SENIOR RECYCLE	\$17.42
ADDITIONAL RECYCLE CART	\$10.54
EXTRA RECYCLE	\$0.00



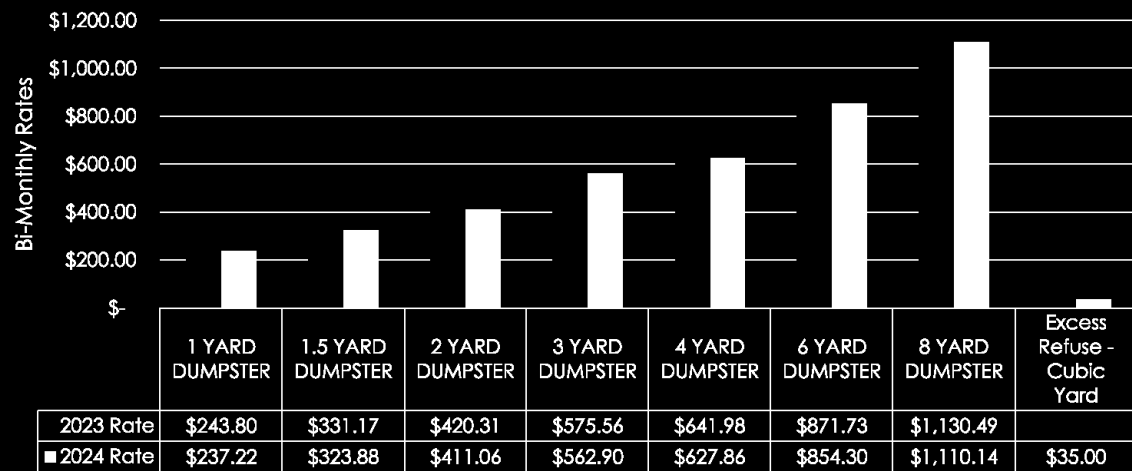


Municipal Code Amendments

Container Services

Container Size	2024 Rate
1 Yard	\$237.22
1.5 Yard	\$323.88
2 Yard	\$411.06
3 Yard	\$562.90
4 yard	\$627.86
6 yard	\$854.30
8 Yard	\$1,110.14

Container Garbage Services





Municipal Code Amendments

Bulky Item Collections

Bulky item collections save the resident a trip to the transfer station to dispose of large and bulky items. This is an optional service provided by the City and available for advance scheduling with the Utility Billing Department

Item	2024 Rate
Recliner/Chair	\$18.00
Box Spring	\$24.00
Mattress	\$24.00
Mattress & Box Spring	\$35.00
Sofa	\$35.00
Kitchen Table	18.00
Exercise Equipment	\$24.00
Cubic Yard	\$24.00





Municipal Code Amendments

Contamination Charges

Controlling the contamination of recycling collections benefits the Solid Waste System and helps to keep sorting and processing costs of recyclable materials low.

The proposed warnings and related charges, when applicable, are an important means of bringing awareness to responsible recycling.



Contamination Charges - New

Service	2024 Rate
Residential Recycle	\$10.00
Commercial Recycle	\$40.00
Multifamily Recycle	\$20.00

- Customers receive three warnings prior to charges
- Only applicable to 10% or greater contamination
- Intended to encourage recycling correct items, reducing contamination
- Warnings and charges available weekly to the City for review



An Ordinance Amending chapter 7.08 of the Marysville Municipal Code Relating to Solid Waste Rates

Questions?



An Ordinance Amending chapter 3.67.010 of the MMC Related to the Solid Waste Department Gross Receipt Tax Rate

City Staff recently completed a rate study where we obtained recommendation to reduce the gross receipts tax rate to 10% from 15%. This ordinance will amend MMC to implement the recommended rate.

An Ordinance Amending chapter 3.63.020 of the MMC Related to the Solid Waste Department Rate Relief for Solid Waste Services.

City Staff recently completed a service analysis and rate study from which we are recommending to amend MMC 3.63.020(a) to include 20-gallon garbage cart services and the 96-gallon compulsory recycling service as services eligible for rate relief as described in MMC 3.63.020.

Eligible low-income seniors may subscribe to either the 20-gallon or 36-gallon services. With this amendment and related rate reductions, 20-gallon services are reduced by 23.1% and 36-gallon services are reduced 6.7%.



Thank you and your questions are welcome

CITY OF MARYSVILLE

Proposal for Residential, Multi-Family, and Commercial Recycling Services



Waste Management of Washington, Inc.
Marysville's Hometown Partner

November 28, 2022





November 28, 2022

City of Marysville
80 Columbia Avenue
Marysville, WA 98270
Attn: Mr. Skip Knutsen, Public Works Services Manager

Dear Mr. Knutsen:

On behalf of Waste Management of Washington, Inc. (WM), we are pleased to present this proposal for Residential, Multi-Family, and Commercial Recycling Services.

We are Marysville’s hometown partner committed to service, value, and community. Even in uncertain times, we have been your reliable service provider. Marysville is our community, too, and we are eager to continue working with Marysville staff and elected officials to deliver the services you know and appreciate.

WM has been Marysville’s service provider for 31 years. We’re uniquely qualified to continue servicing the community we call home. We have worked hard to bring you significant value and remain committed to exceptional service, proactive contract management, and responsive communication. Our service on the street is the best in the industry because we are **Driven to Serve**.

If you have questions or require additional information, please contact us. Thank you for your partnership.

Sincerely,

Marcy Manibusan
Public Sector Manager
(425) 365-6126 | mmanibus@wm.com

Rob Rutledge
District Manager
(206) 200-9451 | rrutledg@wm.com

**WM IS MARYSVILLE’S LONGTIME HOMETOWN PARTNER.
AS WE MARK 31 YEARS OF PARTNERSHIP, HERE’S TO 31 MORE.**

EXECUTIVE SUMMARY

WM: Marysville's Hometown Partner - Yes, We Can!

It's service day! Our drivers, in our clean, green trucks are driving down State Avenue, making their way to the city's neighborhoods to collect customers' recycling and organics carts just as we have done for the last 31 years. The City of Marysville and WM have enjoyed a wonderful partnership since 1991, working together to engage the community and to continuously improve services for residents and businesses.

Our drivers' safety and service acumen are highly regarded in the region, our operations team sets elevated standards, our innovative education and outreach team has won national awards, and our contract management and customer service teams are responsive and experienced.



Our union drivers - with 102 years of experience in Marysville - are committed to service excellence

Our district manager at our Marysville hauling site, Rob Rutledge, is known for delivering outstanding service to cities in Snohomish County. And that is our main priority, making sure all residents and businesses get their recycling and compost collected safely and efficiently. What sets WM apart from our competitors is our method to accomplishing these services.

For example, safety is more than just a priority for WM - it is a core value. For over 20 years, we have engaged employees on safety practices through our Mission to Zero (M2Z) initiative, where zero represents zero tolerance for unsafe actions or conditions. **Over almost two decades, our rate of injuries per employee hours worked has continued to improve. According to published U.S. Bureau of Labor Statistics (BLS) data, WM has consistently outperformed our competitors on the total recordable incident rate (TRIR).**

Our Marysville natural gas collection trucks (CNG) have engines that reduce emissions to nearly zero. Our near-zero (NZ) emission natural gas engines are the cleanest heavy-duty engine ever certified by the

State of California. **Our vehicles will continue to run on renewable natural gas (RNG) manufactured from naturally occurring gas inside WM landfills.**

WM is a leader in linking technology and operational management systems to deliver operational efficiency and innovation. Onboard computers, routing software, and cameras are just a few examples of tools that have increased routing efficiency, driver safety and accountability, employee engagement, and overall customer satisfaction on our customer collection routes.

At WM, our missed pickup (MPU) standard is less than one miss per 4,000 customers serviced. With our experienced local drivers, intense focus on customer service and strong leadership, **Rob Rutledge's hauling facility has surpassed this ambitious goal.**

WM's Marysville hauling site facility has its own maintenance center to support our fleet of 49 trucks. **The facility hosts a maintenance shop with a repair bay and six technicians who keep our fleet running safely.**

WM Waste Watch® – Eyes and Ears for Maryville's Public Safety

WM has trained over 4,000 drivers to look and listen for suspicious activities and emergency situations, then report to public safety and law enforcement agencies. WM's program has received national and local accolades, including the National Sheriffs' Association's Award of Excellence in Neighborhood Watch. We partner with other safety-related organizations and programs, including AMBER Alert, the National Center for Missing and Exploited Children, Community Crime Stoppers, and the Department of Homeland Security.

Serving the same neighborhoods each week allows WM drivers to become familiar with their routes while providing exceptional customer service. Likewise, this level of familiarity enables drivers to identify when a situation doesn't feel right. From an abandoned car or a door left open, our drivers are in a unique position to act as an extra set of eyes and ears on the street. Our Waste Watch program formally teaches WM drivers how to observe and report suspicious activity or an emergency to local police. We will continue this work in the next contract by engaging with local police and provide updated training for our drivers.

A Worry-Free Implementation

We are the only service provider that can offer Marysville customers, city staff, and elected officials a worry-free contract implementation. We know the city's streets. We've built relationships with the community. We have the equipment, tried-and-true operational processes, historical knowledge, and customer relationships to ensure the new contract implementation and ongoing collection services will be consistent and outstanding.

You're in good hands with WM. Whether the City chooses a five- or seven-year contract or even considers the available WUTC option, WM is your local, longtime provider who can continue service without a stumble or even a speedbump.

WM's City Services and Customer Service

In the City of Marysville, our City Services team members, Jessica and Annie, work with the city's utility department daily to ensure daily spreadsheets and monthly customer billing files are complete and transmitted seamlessly. If city staff have an additional question about billing, special services, or a customer request, they can email our local City Services team, 8am-5pm, 5 days a week! We were the first area hauler to create this special team to ensure city staff have quick and easy access to customer service. City Services is our designated, local team that works exclusively with city staff. They

are seasoned professionals, knowledgeable about all aspects of the Marysville contract and provide quick and easy access for city staff needing quick resolution. And for residents, property owners, or businesses, they can call, email, or use digital chat to reach our fast, friendly, and knowledgeable customer service center representatives (or handle everything completely online through our WM mobile app). **We offer multiple communication channels in multiple languages. Our customers live in a 24/7 world, and we're right there with them.**

WM's Inclement Weather & Contingency Planning

Anomalies can happen but being seasoned and prepared for contingencies makes all the difference. That's why District Manager Rob Rutledge and Marysville Contract Manager Marcy Manibusan, along with other WM seasoned staff, are at the ready to support city staff and customers to strategize, act decisively or troubleshoot swiftly.

We know it's going to happen - snow, ice, and windstorms. Inclement weather can cause all kinds of headaches. But with Rob and Marcy working with city staff well before bad weather hits, concerns will be alleviated. That's why we've developed comprehensive protocols that allow us to react quickly with transparency, communicate effectively, and mitigate service disruptions to the best of our abilities. **It's always safety first, to protect the community and our drivers. And then, it's about swift recovery.**

WM's Recycling and Compost Collection and Processing

WM manages 41 municipal contracts in Washington State and service over 245,880 WUTC customers. We are the Pacific Northwest's and North America's largest recycler! Recycling is important and it's the right thing to do. With WM as your service partner, Marysville community members can rest assured the energy and effort they put into proper recycling habits is met with the same energy and investment from their recycling collector and processor. We process Marysville's recyclables at WM's Cascade Recycling Center (CRC), which handles mixed recyclables from hundreds of thousands of Puget Sound residents and businesses. With our state-of-the-art upgraded facility and material marketing expertise, the community has peace of mind, knowing their recyclables are destined for a second life.

WM works with several local composting facilities and will continue to do so when processing Marysville's compostable materials. We can also move compost processing operations to our permitted composting facility at WM's Columbia Ridge facility outside Arlington, OR to handle the same materials as our local composting partners.

WM's Public Education and Outreach

Our outreach and education team's programs are diverse yet tailored to meet your city's goals. And our outreach and education teams are larger and therefore nimbler than our competitors. We make a serious investment in our data-backed, research-supported, tried-and-true education and outreach approaches. From engaging social media, to resourceful guidelines, to friendly and purposeful visits from our award-winning WM education and outreach team, we deploy a multitude of outreach strategies uniquely tailored to your community. We meet with you annually to ensure our work is advancing your diversion goals because this important work is about you, not us. We're always prepared to tweak or change our outreach materials and programs to meet your community's needs.

WM's Financial Management and Sustainability Performance

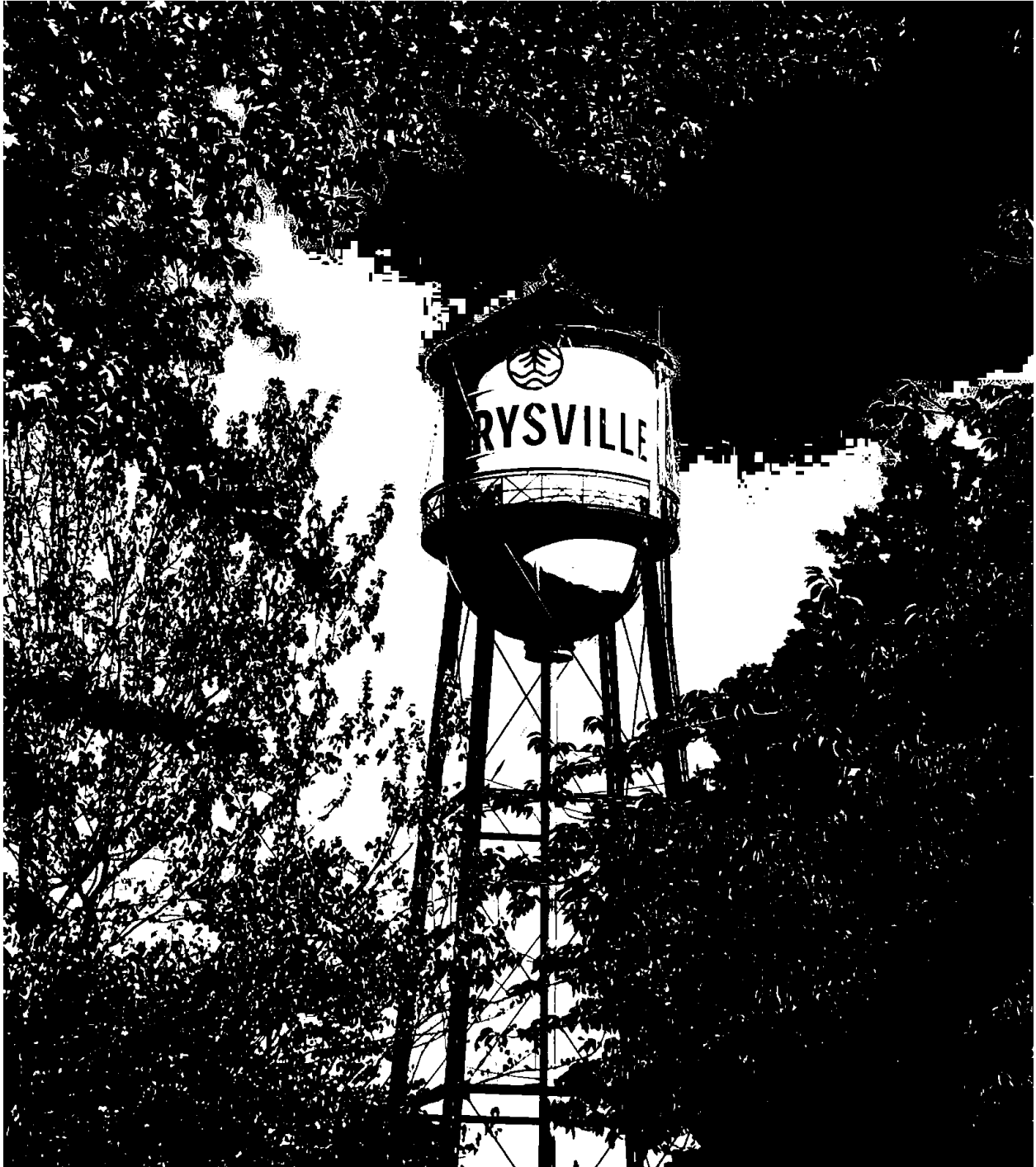
WM believes the best way to build a stronger company is to listen closely to what customers want, and then deliver. WM was named to Fortune Magazine's "World's Most Admired Companies" from 2019 to 2022. Fortune cited our commitment to recycling, including our corporate program for contamination reduction. **With an unwavering commitment to the environment, and the financial strength to provide innovative solutions, WM can deliver on your diversion goals.**

WM and Marysville – Yes, We Can!



WM at the City of Marysville's annual Touch-A-Truck event

MARYSVILE IS OUR HOME, TOO.



We Work, Live, and Play Here!

MARYSVILLE RESIDENT	ROLE	EXPERIENCE
Chris Albrecht	Driver	7 years
Cody Christy	Driver	5 years
Garry Hanson	Driver	11 years
Jeremy Bennett	Driver	8 years
Mackay Gustafson	Route Manager	13 years
Marcy Manibusan	Public Sector Manager	12 years
Mike Erickson	Driver	18 years
Nick Homer	Driver	18 years
Randy Beamer	Driver	21 years
Robert Chapman	Driver	20 years
Russ Keefe	Driver	6 years
Tim Miller	Route Manager	5 years
Tim Snider	Driver	6 years
Tyler Fagan	Driver	7 years

"Marysville is a special place for me. My wife and I were married at the Opera House here in town. It's great getting to come here every day."

- Rob, WM District Manager

"I love raising my two boys in Marysville and have enjoyed coaching my son's basketball team in the City's parks and rec league."

- Marcy, WM Public Sector Manager

"My wife and I have lived in Marysville for 12 years and we love all the local parks and recreational activities around the city. We look forward to taking our two daughters to the winter light parade and the Strawberry Festival every year."

- Mackay, WM Route Manager

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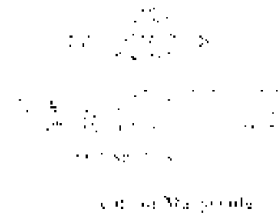
A | TRANSMITTAL SECTION

The first page of the Submittal Package, completed and included in the Proposal Submittal Package. The first page must be signed in ink by an authorized agent of the proposer's firm.

WM's completed Attachment 7A, Transmittal Section, is provided on the following page.

30. SUBMITTAL PACKET

881P-2027



For use only by applicant and related distribution agents (if any)

7A. Transmittal Section & Original Signature

Project Name: Waste Management of Washington, Inc.

Project Location: 230 4th Avenue, Suite 400 (Project Name: 001 Name: 004) Please see map and location with this project location.

Company Name: Waste Management of Washington, Inc.

Address: 230 4th Avenue, Suite 400

City/State/Zip: Washington, DC 20004

Signature of:

Mary S. Evans

Name: Mary S. Evans Title: Regional Director

Area/Project: Public Sector Solutions *Mary S. Evans*

Phone: 301-762-4300

Mobile: 301-814-7544 Fax: 301-426-0144

Please complete the following information:

Company:

Vehicle Rental Enterprise with Single Business Enterprise (SBE)

Minority Business Enterprise (MBE) with Small Business Business (SBB)

Disadvantaged Business Enterprise (DBE)

Recycled Content (minimum of 10%)

Does your project or location have an established environmental management plan?

Completed in the State of Washington

WASTE MANAGEMENT OF WASHINGTON, INC.

**WRITTEN CONSENT OF THE
BOARD OF DIRECTORS**

The undersigned, being all the directors of Waste Management of Washington, Inc., a Delaware corporation (the "Company"), hereby consent to the adoption of the following resolution without the necessity of holding a meeting of the board of directors of such corporation, such resolution to have full force and effect as if adopted at a meeting of the board of directors of the Company duly called and held:

RESOLVED, that Mary Evans (Area Director of Public Sector Solutions), or any officer of the Company be, and hereby is authorized, following compliance with appropriate corporate policies and procedures, to execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as they may deem appropriate or necessary, pertaining to, or relating to the Request for Proposal for the City of Marysville for Residential, Multi-Family and Commercial Recycling Services (RFP-2022), and that any such action taken to date is hereby ratified and approved.

IN WITNESS WHEREOF, the undersigned have executed this consent effective this 16th day of September, 2022.

DocuSigned by:
Courtney A. Tippy

Courtney A. Tippy, Director

DocuSigned by:
Jason S. Rose

Jason S. Rose, Director



B | EXPERIENCE/SIMILAR PROJECTS

Describe your firm's qualifications and experience in providing this product. Include the number of years the firm has been in business and any previous or additional names under which the firm has conducted business.

WM is Marysville's Hometown Partner and Delivers Reliable Services

As Marysville's service partner for the last 31 years, WM has demonstrated our steadfast commitment to your community, service excellence, and value. Today, we provide Marysville's 22,050 residential customers with seasonal compost and every-other-week recycling services. We also service 608 commercial and multifamily customers. In addition, WM and the City have worked together to provide residents and businesses with a greener future by introducing single stream recycling and yard and food waste composting to divert waste from landfills. With our hauling site in Marysville since 2011, we are a local business and a longtime member of the Greater Marysville Tulalip Chamber of Commerce. Our organization conducts business under the name Waste Management of Washington, Inc. Waste Management of Washington, Inc. was incorporated September 15, 1992. It was formerly named Washington Waste Hauling & Recycling, Inc. The name was changed in 1999 to Waste Management of Washington, Inc.

Waste Management of Washington, Inc. Trade Names

Brem-Air Disposal	Waste Management - North Sound
Cascade Recycling Center	Waste Management - South Sound
Envirocycle	Waste Management Healthcare Solutions
Federal Way Disposal	Waste Management of Addy
Graham Road Recycling and Disposal	Waste Management of Ellensburg
Graham Road Recycling and Disposal Facility	Waste Management of Greater Wenatchee
Olympic View Transfer Station	Waste Management of Seattle
Recycling Northwest	Waste Management of Skagit County
Spokane Materials and Recycling Technology Center	Waste Management of Spokane
Spokane Recycling Products	Waste Management Sno-King
Washington Waste Systems	WM - JMK Fibers
Waste Management	WM Envirocycle
Waste Management - Marysville	WM Healthcare Solutions of Washington

Our Seasoned Team Serving Marysville

Our team members have worked with city staff and elected officials for many years and in the next contract will continue providing outstanding services to your residents and businesses.

Operations



Rob Rutledge
District Manager
(206) 200-9451
rutledg@wm.com

Rob oversees the operations for WM's Marysville and Skagit districts, which serves the cities of Marysville, Arlington, Lake Stevens, Granite Falls, Anacortes, Burlington, Mount Vernon, Stanwood, Darrington, and unincorporated Snohomish and Skagit counties.

He has been with WM for seven years and started his career at WM as a route manager in our Seattle hauling site and then became a district manager.

Rob ensures our operations are safe, reliable, and customer-focused while complying with all contractual and regulatory obligations.



Mackay Gustafson
Residential Route Manager
(360) 703-4091
mgustafs@wm.com

Mackay manages 23 residential recycle and yard waste drivers that provide service to Marysville, Arlington, Granite Falls, Lake Stevens, and unincorporated Snohomish County. Mackay has been with WM for 13 years, starting as a cart delivery driver before moving into management.



Travis Bullock
Residential Route Manager
(206) 508-6097
tbulloc3@wm.com

Travis manages a team of 18 residential garbage drivers that service Arlington, Granite Falls, Lake Stevens, and unincorporated Snohomish County. He provides backup support for the recycle and yard waste drivers as well. Travis has been with WM for three years. Before joining WM, Travis spent 31 years in the commercial/retail automotive industry and 25 years in management.



Bryan Karalus
Commercial Route Manager
(425) 495-5012
bkaralus@wm.com

Bryan manages a team of 18 commercial and roll off drivers providing service for Arlington, Granite Falls, Lake Stevens, Marysville, and unincorporated Snohomish County. Bryan has 10 years in the solid waste industry, three of those with WM. He started as a driver and a driver trainer in Oregon before moving into management.

WM: Yes, we can!

Recruiting and Hiring Veterans: Today, one in 14 WM employees is a veteran, spouse of a veteran, or a current reservist. Our role as one of the country's top employers of military veterans is recognized throughout the industry. For 10 years, the Military Times has named WM "Best for Vets." Eleven times, G.I. Jobs has named WM a "Top Military Friendly Employer." In addition, US Veterans Magazine has honored us as "Best of the Best" as a military employer seven times.



WM's Marysville veteran drivers. Left to right, Jason Green, Bryan Martin, Troy Meade, and Travis Brown.

Contract Management



Marcy Manibusan
Public Sector Manager
(425) 365-6126
mmanibus@wm.com

Public Sector Manager Marcy Manibusan manages municipal contracts for WM in North Puget Sound. She works closely with our municipal customers as their contract liaison, ensuring all aspects of our contract performance exceed expectations.

Marcy joined WM 12 years ago as a customer service representative before becoming a team lead, customer service supervisor, City Services supervisor, and public sector manager. She has an associate degree from Skagit Valley Community College. Marysville has been home for Marcy and her two sons for more than five years. If an issue arises, she is only steps away from our drivers at the site or a short drive to City Hall to meet with staff for a quick resolution.

Contract Compliance



Cory Caldwell
Contract Compliance
Supervisor
(425) 439-5716
corycaldwell@wm.com

Cory is the contract compliance supervisor for WM's Pacific Northwest Area, leading a team of contract compliance administrators to resolve contract issues ranging from routine compliance standards to the complete fulfillment of contractual obligations, such as monthly and annual reporting requirements. Cory joined WM 20 years ago, spending his early years in customer service and billing. He served on our contract compliance team before his promotion to supervisor.

Contract Compliance Administrators



Leila Salsbery
lsalsber@wm.com

Leila is a contract compliance administrator and supports various RFP responses, service implementations, federal account management, and general contract fulfillment. Before joining Contract Compliance, she started with WM 17 years ago as a City Services and Customer Experience team member. Her customer service and billing experience gives her a broad understanding of WM's systems and makes her an excellent resource for our municipal partners.



David Bednar
dbednar1@wm.com

David is a contract compliance administrator and manages the data and reporting for WM municipal partners. In addition, he maintains WM's internal knowledge database, Green Pages, for the Pacific Northwest. David joined WM eight years ago as a customer service representative and was promoted to our City Services team before joining Contract Compliance.



Kelly Emerson
kemerson@wm.com

Kelly is a contract compliance administrator and assists with monthly municipal reports and has expertise in reporting and extracting customer data. Kelly joined WM in 2020, bringing seven years of experience in compliance and database management. She has a Bachelor of Arts in International Relations and French from Goucher College.

Customer Service, Billing and City Services



Denie Covert
Customer Service Manager
(602) 906-5053
dcovert1@wm.com

Denie's priority as WM's area customer experience manager for the Pacific Northwest (PNW) is to ensure customer service representatives are knowledgeable about our customers and cities. In her 13 years with WM, she has worked with operations and dispatch to ensure WM delivers world-class customer service. Previously, Denie was an operations analyst, supervisor, lead agent, and customer service representative. She has 30 years in management at various companies in the PNW. She relocated to Phoenix to manage and liaison with our PNW customer service representatives.



Tammy Lane
Billing Manager
(425) 814-7880
tlane@wm.com

Tammy manages WM's locally based City Services team and is the billing liaison for our municipal partners. She is a billing expert and is adept at problem-solving and providing results-oriented customer service. Tammy has been with WM for 30 years and has an associate degree in accounting.



Annie Faucher
City Services Supervisor
(425) 825-0026
pnwmunicipalaffairs@wm.com

Annie leads WM's locally based City Services team, managing daily operations to ensure our city staff partners receive exceptional service. She supports the team in providing timely, efficient, and professional responses to all inquiries. The team is an easily accessible direct link between city staff and all departments, including addressing questions about customer accounts and service histories. Annie brings extensive billing supervisory experience to WM and has been with WM for three years.

Our City Services Team Supports Marysville Staff



Tammy Lane
Billing Liaison
Manager



Annie Faucher
Billing Supervisor



Jessica Dooley
Customer Service
Coordinator



Monica Danko
Senior Billing Clerk

WM's local City Services team, established in 2016, is dedicated to proactive customer service and professional and efficient contract resolutions in four hours or less on weekdays. Jessica and Annie complete the daily Marysville customer spreadsheet and monthly billing files for residential recyclables, organics, and multi-family recycling services.

This highly skilled team is available to city staff via email to:

- Swiftly answer inquiries about billing
- Find service information for specific addresses
- Address customer concerns presented to city staff
- Provide historical data
- Set up permanent and temporary containers at city facilities

Our Communications and Public Education Team



Jackie J. Lang
Senior Area Manager
Public Affairs and
Communications
(503) 493-7848
jjlang@wm.com

Jackie leads WM's public affairs and communications work in the Pacific Northwest. She started her career in Spokane as a TV news producer and reporter at KXLY-TV before transitioning to issue management and media relations in Washington, D.C., and across the Pacific Northwest. She joined WM in 2009, inspired by the opportunity to pursue her passion for community building through effective local government and strong local businesses. Today, Jackie helps our local government partners achieve their goals and share their success stories.

She graduated from Gonzaga University in Spokane.



Karissa Miller,
Education and Outreach
Manager

(425) 457-0057
kjones31@wm.com

Karissa is the education and outreach manager for our recycling education team. She works closely with cities, businesses, and residents to improve recycling and composting programs. Karissa has worked in cities throughout the Puget Sound area, developing innovative community engagement programs. Karissa joined WM in 2017 as an education and outreach coordinator then became a senior associate before being promoted to her current role.

She has a Bachelor of Arts in psychology, with environmental studies minor, from Western Washington University.

WM: Yes, we can!

Expanding the Presence of Women in our Ranks: The waste industry has traditionally been male dominated; therefore, we actively seek women to recruit, hire, and develop. In 2015, we joined the Women in Trucking Association (WIT), which supports women in the industry. WM serves on WIT's advisory committee and works closely with the organization and other trucking industry participants to address recruitment. In addition, for the sixth-straight year in 2022, WM was named a "Top Employer" by Professional Woman's Magazine, which promotes the advancement of multicultural women in all aspects of business and employment for equal opportunity.



Our 31 Years of Partnership and Accomplishments

WM has developed green technologies and creative recycling and diversion methods that have become international standards. Throughout our 30-year partnership, we have proudly integrated many of these enhancements into our Marysville operations.



A PARTNERSHIP IS FORGED

1991: The City of Marysville partnered with WM to introduce curbside collection of source separated recyclables and yard waste to residents and businesses with our first contract.

INVESTING IN OUR CUSTOMERS

2003: WM opened our state-of-the-art Cascade Recycling Center, paving the way for a convenient, efficient collection of mixed recyclables from hundreds of thousands of Puget Sound residents and businesses.



BRINGING THE LATEST IN WASTE COLLECTION TECHNOLOGY TO MARYSVILLE

2007: Single stream recycling arrived in Marysville, eliminating the need for multiple bins and source separating materials. The shift to recycling carts also coincided with the City's move to automated trash collection. The City partnered with WM to deliver appropriate carts to residents.

GROWING OUR PRESENCE LOCALLY

2011: WM opened our Marysville hauling site, providing living wage jobs and robust benefits packages locally. Residents also began adding some food scraps to residential yard waste.



STATE-OF-THE-ART TECHNOLOGY FOR MARYSVILLE TRUCKS

2013: Onboard Computing Systems were introduced in our collection vehicles, helping us provide even more accurate service for Marysville customers.

A TEAM DEDICATED TO MARYSVILLE

2016: Our local City Services team was established in Kirkland to serve city staff better. WM also broadened our customer communication channels with Twitter, Facebook, and more.



THE LATEST IN REPORTING CAPABILITIES

2018: ENSPIRE®, a web-based, interactive database tool, was launched to enhance our reporting and turn data into valuable information for city staff to facilitate informed programmatic decision-making.

OUR MISSION TO A NEAR-ZERO EMISSIONS FLEET IN MARYSVILLE

2020: WM built CNG infrastructure at our Marysville hauling site to fuel our new CNG collection fleet, providing cleaner collection solutions for the community.



WM At-a-Glance

People

48,300
team members

Operations

255
solid waste
landfills

5
hazardous
waste landfills

507
hauling
facilities

340
transfer
facilities

\$29.1B
asset base

Recycling Facilities

49 single stream
recycling facilities

27 commercial facilities

11 other facilities

9 construction and
demolition recycling facilities

26 composting facilities

4 WM CORE® organics
processing facilities

Energy

10,832 alternative fuel vehicles

177 natural gas fueling stations

102 landfill gas-to-electricity
facilities

26 landfill gas-to-industrial
customers as substitute for fossil
fuels

16 Renewable Natural Gas
facilities

Environmental

73
certified wildlife habitat
programs

70 pollinator programs

177 active habitat, species,
and education certified
projects

13,721 acres actively
managed for wildlife
preservation

Our Company History: Leading the Path to a More Sustainable Future

WM is the world's leading provider of sustainability services. For more than 50 years, we have been working for a better tomorrow with sustainability and environmental stewardship embedded in all we do.

We have partnered with countless customers to implement innovative programs and services that have shaped the solid waste and recycling industry in North America. Key highlights of our history include:



BORN OUT OF A DESIRE TO SERVE COMMUNITY

1968: The original Waste Management, Inc. begins operations, bringing together numerous solid waste companies, including some founded in the early 1890s.

A PIONEER FOR THE ENVIRONMENT



1980s: WM pioneers recycling programs in communities throughout North America. Curbside recycling services begin in many neighborhoods and WM begins to build robust collection, materials recovery, and materials marketing infrastructures to ensure that more of our waste finds second life.

BREAKTHROUGH TECHNOLOGY

1990s: WM refines recycling processing facilities by introducing single stream recycling that allows for the customer convenience of “all-in-one” cart-based recycling collection.

REDUCING OUR CARBON FOOTPRINT

2007: WM begins transitioning to collection vehicles that run on cleaner fuels, setting a goal to reduce fleet emissions by 15% by 2020. The goal is achieved in just four years and by 2018 we reduced fleet emissions 30% with the largest heavy-duty natural gas truck fleet in North America.



CLOSING THE LOOP



2009: Our first renewable energy facility opens at our Altamont, CA Landfill, giving WM technology to produce renewable natural gas (RNG) that can be used as transportation fuel from biogas, a gaseous product from the decomposition of organic matter at our landfills. Today, WM has 5 RNG production facilities and nearly a third of our natural gas fleet runs on RNG fuel.

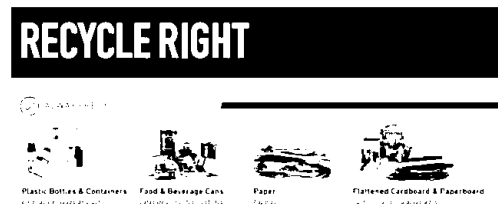
THE CROWN JEWEL OF SUSTAINABLE SPORT

2010: WM begins sponsorship of the Phoenix Open golf tournament. The WM Phoenix Open (WMPO) soon evolves into the premier showcase for environmental best practices and innovation in sustainable sport. The WMPO annually achieves Zero Waste status beginning in 2012 and has earned the nickname “The Greenest Show on Grass.”



EDUCATING TO RECYCLE RIGHT

2013: The industry's first comprehensive, turn-key recycling education campaign is launched. Recycle Right promotes recycling by simplifying guidelines and providing resources for recycling today, from the latest technologies to tools that inspire others to recycle. With Recycle Right, everyone is empowered to become a recycling ambassador.



THE WORLD OF RECYCLING CHANGES

2017: China, which had been the world's largest market for mixed paper and plastics, sets aggressive environmental goals that culminate with a plan to eliminate imports of all post-consumer recyclables by 2021. In response, WM works to rebalance commodity values by developing markets here in North America.

AIMING HIGHER

2018: WM sets an ambitious new goal to offset four times the greenhouse gas emissions we generate through our operations by 2038. The ambition is supported by two additional goals: reducing fleet emissions by 40% through renewable fuel use in our growing fleet of natural gas vehicles and collecting two million more tons of recycled materials by 2038.

EXPORTING RESPONSIBLY

2019: Responding to the issue of plastic waste in the environment, including marine debris, WM declares no plastics collected on our residential routes will be sent outside North America, where countries may not be well-equipped to properly handle the materials. Sending plastic to such markets increases the likelihood of more plastics entering rivers, waterways, and oceans.

INVESTING IN THE FUTURE OF RECYCLING

2020: WM opens the "Material Recovery Facility of the Future" - a next generation recycling facility with cutting edge recyclables processing technologies, including optical sorters, advanced screening, and robotics. The new MRF design maximizes outbound quality of recyclable materials while minimizing operating expenses - helping to create more sustainable recycling programs - and serves as the framework for future MRF investments over the next five years.



MORE THAN A WASTE MANAGEMENT COMPANY

2022: Because our business offerings go beyond just managing waste, "Waste Management" re-brands to become "WM." Today, as WM, we are changing waste collection, creating alternative fuels, and forging a more sustainable tomorrow for all of us.

TODAY, AND BEYOND

While this is our story, it is not the end. WM is writing new chapters every day in pursuit of solutions to global issues, while always providing the most consistent service in the industry.



List a previous project that that included same or similar services completed in the past ten (10) years.

Our Puget Sound Partner Cities

Our Puget Sound team members provide top-quality services. Our commitment is reflected in the repeated renewals of our contracts and new service agreements with area communities. Our long-term partnerships, like the one we have with Marysville, allow us to develop a deep understanding of our customers' needs and build custom solutions to help them achieve their program goals.



City of Mountlake Terrace negotiated a new 10-year contract with WM in 2022 for service to the City's 5,427 residential and 238 commercial and multifamily customers.



City of Arlington negotiated a new 10-year contract with WM in 2022 for service to the City's 4,760 residential and 572 commercial and multifamily customers.



City of Kirkland renewed with WM, following an RFP in 2021 for another 10.5 years of service to the City's 22,659 residential and 1,429 commercial and multifamily customers.



City of Auburn renewed with WM following an RFP in 2020 for another 10 years of service to the City's 18,449 residential and 1,898 commercial and multifamily customers. This included 4,000 customers from another hauler as part of this new contract.



City of Duvall renewed with WM in 2020 following an RFP for another 10 years of service to the City's 2,598 residential and 123 multifamily and commercial customers.



City of Lake Stevens negotiated a new 10-year contract with WM in 2020, continuing WM service for 7,220 customers and adding 2,300 customers from another hauler. Under our new contract, WM services the City's 9,292 residential and 228 multifamily and commercial customers.



City of Federal Way renewed with WM following an RFP in 2019 for another 10 years of service to the City's 18,805 residential and 1,097 multifamily and commercial customers.



City of Seattle renewed with WM following an RFP in 2018 for another 10 years of service to the City's 95,678 residential, 6,758 commercial, and 2,798 multifamily customers.

Please describe your most challenging implementation experience, how your firm resolved the implementation issue and the final outcome of the project.

WM Contract Implementations

WM has implemented and now manages 21 municipal contracts in King and Snohomish Counties. We are seasoned. We are tested. We are proven.

- **Cart Swap** – In March of 2019, the City of Newcastle and WM launched a new long-term collection contract for solid waste and recycling services. The new contract included removing 6,500 garbage and yard waste carts and replacing with new carts of different colors. The goal was to have carts that aligned with surrounding cities in King County. The delivery and removal were managed by WM's public sector and operations staff, and the work was carried out by a third party. **Successful cart delivery and removal quantities were provided to WM daily by our vendor throughout the implementation. This provided a level of confidence and accountability that WM was able to share with city staff.** During the first week of new services, our operations team was able to determine that the cart swap was a success. We interviewed each driver that serviced the City of Newcastle, and all reported very high compliance usage of the new carts. Yard waste drivers noticed very little, if any, garbage in their trucks which validated our education and outreach strategy was effective. Any customer that appeared to not have made the change was left a friendly reminder via the same cart hanger used during delivery. **We are happy with the result of the service enhancement and believe our implementation plan and education and outreach strategy will work well in other WM-served communities.**
- **Transitioned Customers from Another Hauler** - In 2021, we launched a new contract with the City of Lake Stevens, adding 2,300 customers from another hauler, which included new routes and a change in pickup schedules for our new customers. Our implementation team put together an extensive checklist and timeline for the transition and implementation. Our implementation team was led by Contract Manager Marcy Manibusan and District Manager Rob Rutledge, and included leaders from our contract compliance, billing and customer service departments. **We used our GPS routing software to develop the new customer routes but to ensure we didn't miss one new customer, Rob and his leadership team drove the new routes prior to the launch of the new contract. The attention to detail is important to the WM team because every implementation is unique.**

The WM Difference: Implementing a New Contract with WM Will Be Efficient and Effective

Since we are your incumbent service provider, our transition to a new contract will be smooth and well-organized. We're confident we won't need a "Plan B." But we're big believers in always being prepared. As a national company, the largest recycler in North America, with a seasoned, local professional team, we have the right people, plans, and facilities to provide Marysville contingency coverage.

- **Uninterrupted Fuel Contingency Plan** – WM has in place a constant fueling supply for our collection vehicles at our Marysville hauling site. We also have access to mobile fueling units that can bring natural gas from other local WM sites. For example, a different natural gas grid generates our fuel at our Bremerton site. Therefore, if necessary, we can bring gas from our Bremerton site to our Marysville hauling site.
- **A Deep Driver Bench** – Over the last few years, with the onset of the pandemic, employers have struggled to recruit and retain their workforce. At our Marysville hauling site, under Rob's leadership, he has more than fully staffed his routes in our contract cities. He has hired extra drivers to cover for other drivers if they are out due to illness or on vacation. Rest easy, just like your drivers, all our drivers are union.
- **Inclement Weather or Natural Disaster Planning** – If there is a snowstorm or wildfire, locally, we have an internal logistics process called "Snowdogs." This process involves WM departments working together to ensure customers are updated on service interruptions with appropriate communications protocols. For example, annually, we plan with city staff for inclement weather in September and October and establish outbound customer communication messages and website service alert messaging well before winter weather.
- **Trucks, Carts, and Steel Containers** – WM will continue utilizing the current equipment and supplies. With WM, your transition to a new contract will be easy, smooth, and with little disruption for our customers!
- **Three Recycle Processing Facilities in Washington State** – WM owns and operates three recycle processing facilities in Washington, two in the Puget Sound area and one in Spokane. No other company in the area can provide backup processing like WM, North America's largest recycler.
- **Multiple Compost Processing Partners in Washington State** – WM works with several local composting facilities. We also can move compost processing operations to our permitted composting facility at WM's Columbia Ridge facility outside Arlington, OR which can handle the same materials as our local composting partners.
- **City Services and Customer Service** – Our City Services team members, established in 2016, are working locally and are dedicated to quickly resolving city staff requests. We are the first area provider to offer this service. In addition, we have 100 PNW customer service representatives supporting our area, which allows for additional service redundancy versus a single site location. Another 400 WM customer service representatives can be available, if need be, during an emergency.
- **With WM You Have Options for Your Customers** – A five-year contract with no rate increase to residential customers, a longer seven-year term contract, or the City could transition recycling and organics to the Washington Utilities and Transportation Commission (WUTC). With state legislation, House Bill 1799, requiring organics collection service for all residences starting in 2027, transitioning to the WUTC could also provide a worry-free option for compliance with this new state law.



C | REFERENCES

Provide at least three (3) references from local or similarly sized customers and include up-to-date contact information including name, title, email, and phone number. Provide information on the service type, number of customers or accounts, and contract length. Please attach additional document as needed with reference to this section.

As a trusted recycling solutions partner for communities throughout Washington, including Marysville, we know your community's service needs and requirements better than any other company. In addition, we provide services in neighboring communities.

CITY OF LAKE STEVENS



Gene Brazel, City Administrator

1812 Main Street

Lake Stevens, WA 98258

(425) 622-9414

gbrazel@lakestevenswa.gov

CITY OF ARLINGTON



James X. Kelly, PE, Public Works Director

154 Cox Avenue

Arlington, WA 98223

(360) 403-3305

jkelly@arlingtonwa.gov

CITY OF MILLCREEK



MillCreek
WASH. STATE

Mike Todd, Director of Public Works & Development Services

15728 Main Street

Mill Creek, WA 98012

(425) 921-5708

miket@cityofmillcreek.com

Municipal Customer	Residential	Multifamily	Commercial	Total Customers	Years Served	Annual Tons / Revenue
City of Arlington				5,139	20+	18K / \$3.1M
City of Lake Stevens				11,120	10+	33K / \$6.3M
City of Mill Creek				5,605	40+	14K / \$2.8M

Solid Waste

Recycling

Yard/Food Waste



D | IMPLEMENTATION METHODOLOGY







Provide a brief narrative of the methodology to successfully implement the services described herein. Please attach additional document as needed with reference to this section. (Make sure plan aligns with service requirements in Attachment B – Key Contract Provisions.)

As your existing service provider, WM offers Marysville the most effortless transition to a new contract. No data transfers. No collection blackout periods.

Marysville has relied on WM as your recycling service provider for 31 years. Throughout our partnership, we have shown our dedication to continuous improvement - better processes, more efficient procedures, and investments in technologies that enhance our collection capabilities and customer service. With all service requirements already in place, our team can concentrate on delivering dependable collections and enhancing our customers' experience from day one.

- **Established and reliable collection services.** We have the vehicles, collection equipment, operations site, processing facilities, account data, and systems already in place to offer a risk- and disruption-free implementation.
- **Invaluable experience.** Our local, seasoned drivers know every road and customer in your community, and our knowledgeable customer service staff is already well-versed in Marysville contract terms and service offerings.
- **Existing relationships.** Over the years, our team members have worked hard to make WM a trusted partner for Marysville. Rob and Marcy have built meaningful relationships with your staff, residents, businesses, and local organizations. We will continue to collaborate with these partners to advance service offerings, problem-solve, innovate, and support the Marysville community.
- **A commitment to continuous improvement.** We seek to continuously improve our service and offer the latest and greatest technologies and innovations in sustainability and integrated operational technology. One of many technology advancements that have transformed our service capabilities is our onboard computing system. Our onboard technology allows us to manage routes, drivers, and customer pick-ups in near real time and seamlessly connects our in-field operations with our customer service and dispatch teams - all leading to greater service accuracy for our customers.

WM's Implementation Methodology

	WM Service	Impact on our customers
Drivers 	<ul style="list-style-type: none"> Seven local professional WM drivers will continue servicing their current routes 	<ul style="list-style-type: none"> Our drivers know their routes and their customers for a seamless, stress-free implementation.
Trucks 	<ul style="list-style-type: none"> Ten 2020-2021 collection vehicles in service Daily preventive maintenance and safety inspections. Fully compliant with local and federal safety standards. 	<ul style="list-style-type: none"> Customers will have cost savings utilizing current fleet. CNG trucks run on renewable natural gas (RNG) for clean, quieter service and reliability.
Containers 	<ul style="list-style-type: none"> 36,000 carts and containers currently deployed Existing equipment inventory for deliveries and swaps 	<ul style="list-style-type: none"> Using current carts and containers means there will be no transition or implementation impacts on customers.
Routes and Customer Data 	<ul style="list-style-type: none"> Current WM collection routes are created with eRouteLogistics® software and consider local traffic patterns, truck capacity and disposal locations. 	<ul style="list-style-type: none"> No changes to current collection schedules Maximum route efficiency provides less wear on city streets
Onboard Computing System (OCS) 	<ul style="list-style-type: none"> Collection trucks are equipped with onboard tablets that display drivers' route and relevant account notes such as container placement. They include GPS technology that provides route data in real-time. Drivers note status of each collection (i.e., collected or a service exception). 	<ul style="list-style-type: none"> Collection statuses minimize the opportunity for missed collections Provides customer service reps with near real-time field data to assist with customer service inquiries.
Customer Service and Billing 	<ul style="list-style-type: none"> WM's City Services team provides monthly billing data for 22,050 single family households and 149 multi-family properties, and customer service support for non-billing requests, such as a missing or damaged cart or missed collection. WM provides all billing and customer service functions for the City's 459 commercial businesses. 	<ul style="list-style-type: none"> No customer impacts. WM will transition seamlessly to provide billing and customer service support for all customers, if the City chooses alternative.



E | RFP QUESTIONNAIRE

Complete and return RFP Questionnaire provided herein as Attachment E.

The following pages are WM's completed Attachment E, RFP Questionnaire, and subsequent sections with expanded information in response to the questionnaire.

Instructions to Proposer:

1. Review the Response Codes as outlined in Attachment E.
2. Provide applicable responses and additional details as required

	RFP-2022	RFP Questionnaire	
	Response Codes:		
	Yes: Proposer agrees to the statement or question		
	No: Proposer is unable to agree with the statement or question		
	Option: Proposer may meet the requirement with options or other considerations. If there is a related cost, it shall be listed in the price proposal as a line item and with reference to the related requirement.		
1	Service Area Requirements	Yes, No, or Option	Additional Details
1.0	Is your organization capable to provide single stream recycling services to approximately 23,000 households	Yes	Click or tap here to enter text.
1.1	Is your organization capable to provide organics recycling to approximately 13,000 households	Yes	Click or tap here to enter text.
1.2	Is your organization capable to provide steel container recycling services to approximately 500 commercial locations	Yes	Click or tap here to enter text.
1.3	Is your organization capable to provide steel container recycling services to approximately 200 multi-family locations	Yes	Click or tap here to enter text.

Attachment E – RFP Questionnaire

2	Services	Yes, No, or Option	Additional Details
2.0	Is your organization capable to provide for organics collection, to include co-mingled yard waste and food waste?	Yes	Click or tap here to enter text.
2.1	Is your organization capable to provide for single stream recycling?	Yes	Click or tap here to enter text.
2.2	Is your organization capable to provide recycling containers for City events?	Yes	Click or tap here to enter text.
2.3	Is your organization capable to provide for door step services, for qualified residents who are exempt from taking carts curbside?	Yes	Click or tap here to enter text.
2.4	Is your organization capable to provide for return service for missed collections within a reasonable time frame?	Yes	Click or tap here to enter text.
2.5	Is your organization able to complete collections within the service area by 7:00 p.m?	Yes	Click or tap here to enter text.
2.6	Is your organization able to provide for collections on Saturday, when a Holiday occurs during a regular collection day? (Christmas, New Year, Thanksgiving)	Yes	Click or tap here to enter text.
2.7	Is your organization capable to collect extra recycle and/or organic materials left beside carts?	Yes	Click or tap here to enter text.
2.8	If yes to 3.1, describe how these instances are logged and billed to the resident or City.	Yes	Please see additional details in the following 2 Services section.
2.9	Is your organization capable to coordinate directly with commercial properties for scheduling of services, billing and receipting of payments?	Yes	Click or tap here to enter text.

3	Carts, Containers and Equipment	Yes, No, or Option	Additional Details
3.0	Is your organization able to provide 96 gallon carts for both recycling and organics? If No, please provide details of what is proposed to be provided.	Yes	Click or tap here to enter text.
3.1	If yes to 3.0, provide details for cart construction.	Yes	Please see cart details in the following 3 Carts, Containers, and Equipment section.
3.2	In the Additional Details column, indicate the equipment type and quantity of vehicles that will provide services to the City.	Yes	Please see truck details in the following 3 Carts, Containers, and Equipment section.

4	Customer Services	Yes, No, or Option	Additional Details
4.0	Is your Organization able to provide staffing for business hours of 8:00 am to 5:00 pm Monday thru Friday to assist customers?	Yes	Click or tap here to enter text.
4.1	Does your Organization have the capability to maintain a log of all customer complaints with details to provide the City?	Yes	Click or tap here to enter text.
4.2	If yes to 4.1 please provide the details of what the report would include and the format for submittal to the City.	Yes	The report can include the name, address, date of the complaint, summary, and resolution. For more details on reporting, please see the following 4 Customer Services section.
4.3	Does your Organization have the ability to respond to customer complaints/request in a timely manner?	Yes	Click or tap here to enter text.
4.4	If yes to 4.3 please provide the customer response standards for your organization.	Yes	Please see our customer service response details in the following 4 Customer Services Section.

5	Billing	Yes, No, or Option	Additional Details
5.0	Commercial customer will be billed directly from the Contractor, is your Organization able to comply?	Yes	Click or tap here to enter text.
5.1	If mutually agreed and negotiated, is your Organization capable to be the billing agent for residential and multi-family customers?	Yes	Click or tap here to enter text.
5.2	If your Organization does not become the direct billing agent, are provisions in place to work directly with the City Utility Billing Department to provide service details?	Yes	Click or tap here to enter text.
5.3	If yes to 5.3, please provide a brief description of a proposed method to communicate with the City representatives.	Yes	Please see details about our City Services team that provides VIP customer service and billing files to the City earlier in this proposal in Section B.

6	Education and Promotions	Yes, No, or Option	Additional Details
6.0	Does your Organization have the capability of creating, publishing and distribute education to City residents?	Yes	Click or tap here to enter text.
6.1	Is your Organization able to provide the City with publications to update and maintain the City website?	Yes	Click or tap here to enter text.
6.2	Does your Organization recommend any other forms or public outreach and education? If so, please list in additional details	Yes	Please see the following 6 Education and Promotions section for more information about our public education offering.

7	Reporting	Yes, No, or Option	Additional Details
7.0	Is your Organization able to submit a detailed monthly report to the City?	Yes	Click or tap here to enter text.
7.1	If yes to 7.0, please provide the data elements that will be reported. i.e. Customers Serviced, Tons Collected or Processed, etc.	Yes	Please see the following 7 Reporting section for more details on our monthly reports.
7.2	Does your Organization have the ability to provide the City with the total quantity of recyclable materials collected by type?	Yes	Click or tap here to enter text.

1 | Service Area Requirements

1.0 Is your organization capable to provide single stream recycling services to approximately 23,000 households

1.1 Is your organization capable to provide organics recycling to approximately 13,000 households

1.2 Is your organization capable to provide steel container recycling services to approximately 500 commercial locations

1.3 Is your organization capable to provide steel container recycling services to approximately 200 multi-family locations

Yes, We Can!

WM has been Marysville’s trusted single stream recycling services provider for the last 31 years. We have all the equipment, trucks, experienced personnel, and state-of-the-art MRF to continue providing world-class recycling service for your community starting on day one of this agreement.

We are also prepared to continue our work in collecting organics and providing steel container recycling services for multifamily and commercial properties.

WM and Marysville’s Recyclables

We will continue to process Marysville’s single stream recyclables at the Cascade Recycle Center (CRC), which WM owns and operates. Recyclables are processed according to the highest industry standards. This facility has ample queuing, parking, processing, and storage capacity.

The CRC facility is more than 80,000 square feet on six acres in Woodinville, WA. The CRC exceeds all capacity requirements of the Marysville RFP. It can process approximately 144,000 tons of material per year. In addition to CRC, we own and operate the JMK Fibers Materials Recovery Facility site in Tacoma, which will serve as a backup facility for Marysville’s recycling materials if ever needed.

In 2022, WM will begin a complete rebuild to upgrade our CRC facility. It is part of our ongoing commitment to invest in recycling technology. The renovation is scheduled to commence in the winter and reopen Q2 2023. The expansive multi-million-dollar project will combine state-of-the-art technology with advanced intelligent sorting capabilities, including 17 optical sorters that can sort nearly 600 items per minute. The facility design will be modeled after WM’s “MRF of the Future,” located near Chicago, which was recently named the 2021 Recycling Facility of the Year by the National Waste & Recycling Association (NWRA) for its innovation and production capabilities. Upon project completion, CRC’s production capacity will increase by nearly 50%, ensuring more materials make it back to market.

Facility Capabilities and Processing Facts

Proposed Processing Facility	Cascade Recycling Center
Location	14020 NE 190 th Street, Woodinville, WA 98072
Hours of Operation	Monday-Friday, 4 a.m.- 8:30 p.m.
Current Processing	2,250 tons per week
Processing Capability	4,550 tons per day / up to 35 tons per hour
Processing Capability in 2023	3,500 tons per week
Marysville Capacity Requirements	123 tons per week



WM Tackles Contamination at MRFs with Strict Processing and Quality Measures

WM has repeatedly demonstrated our ability to recover clean material for high-value markets. Despite a dramatic drop in recyclables markets in 2018, WM's Pacific Northwest Area never had to landfill any recyclables.

Once recyclables are delivered to our facility, we have many safeguards to monitor and control the quality of materials we process and prepare for market.

- Materials are tipped on the floor and visually inspected.
- Immediately after being fed into the system, the material passes through a conveyor where sorters remove contaminants that will interfere with processing or damage equipment. Sorters, however, cannot remove all contaminants.
- From this point, various sorting technologies separate materials by type.
- Quality control staff remove any identifiable contaminants before each material enters the final bunker for baling and storage.
- After materials are baled, WM quality control staff examine the physical presentation of each bale and remove visible contaminants.
- Material at the end of the processing system, including unrecoverable materials and contaminants, also called residual, are disposed of as garbage.
- Residue (garbage) percentages over the past five years have averaged 11% at our local recycling facilities.

To ensure the bales we deliver to end-users meet or exceed industry quality standards, WM monitors sorted recyclables far more frequently and stringently than normal.

- Random bales are broken open and sample materials are taken and sorted to assess composition.
- Materials in the sample are weighed to determine the percentage of contaminants in the bale.
- Our quality control measures consistently allow us to market our material according to strict market requirements.
- WM maintains clear communication with our end markets to ensure virtually 100% reject-free marketability for our recycling commodities.

WM: Yes, we can!

Leader in Recycling: WM has been leading change in the recycling industry for over three decades, and we are committed to growing recycling. We manage more post-consumer recyclables than any other company in North America. Over the past four years, we have invested more than \$700 million to upgrade our recycling infrastructure and equipment. In 2020, we processed 15 million tons of recyclables. This number represents a 50% increase in recycling tons processed since 2010.

2 | Service

2.0 *Is your organization capable to provide for organics collection, to include co-mingled yard waste and food waste?*

2.1 *Is your organization capable to provide for single stream recycling?*

2.2 *Is your organization capable to provide recycling containers for City events?*

2.3 *Is your organization capable to provide for doorstep services, for qualified residents who are exempt from taking carts curbside?*

Yes, we can!

WM has effectively provided organics collection, single stream recycling, recycling for city events, and doorstep services for the Marysville community look forward to continuing to provide this service on day one of the new contract.

WM: Yes, we can!

Innovators in Organics Recycling: WM operates a nationwide network of 30 organics recycling facilities, including co-digestion and composting facilities. In 2020 alone, WM processed more than 3.3 million tons of source-separated organic materials, including yard trimmings, food waste, and biosolids.

2.4 *Is your organization capable to provide for return service for missed collections within a reasonable time frame?*

Yes, we can!

Being your hometown partner with a local hauling site, we can quickly respond to any situation that arises.

- If there is a missed collection, we're able to go back out the same day or the next morning for recovery.
- If service is delayed due to inclement weather, we notify city staff immediately and post the recovery message to our Marysville website (wmnorthwest.com/marysville/).
- Technology helps us reduce missed service by noting route sequence and special service requirements on the drivers' tablets. After each stop, our drivers use their tablets to record the address as serviced or not serviced and the reason why, such as no cart out. The time and date are automatically captured. The information from drivers' tablets also transfers to the customer's account in the notes section, so our customer service representatives have access to the account and service updates and can discuss with the customer should they call in.

2.5 *Is your organization able to complete collections within the service area by 7 p.m.?*

2.6 *Is your organization able to provide for collections on Saturday, when a Holiday occurs during a regular collection day? (Christmas, New Year, Thanksgiving)*

Yes, we can!

Currently, we complete collections by 7pm and provide collections on Saturdays when needed and will continue to do so in the next contract.

2.7 Is your organization capable to collect extra recycle and/or organic materials left beside carts?

2.8 If yes to 3.1, describe how these instances are logged and billed to the resident or City.

Yes, we can!

We currently collect all recycling and organics, including extra material left beside carts and will continue to do so in the next contract.

WM Smart TruckSM Technology

WM Smart TruckSM is our state-of-the-art smart technology that helps communities ensure the cleanliness of their streets and stormwater systems, reduce contamination, and identifies recycling opportunities.

How WM Smart TruckSM Works

WM Smart TruckSM technology captures footage of customer containers as they are tipped into the truck during service. Technicians review the footage to ensure materials are placed in the correct container and collected successfully. This information is never shared.



WM Smart TruckSM technology captures footage of service performed

- For Marysville's commercial customers billed by WM, if a cart or container associated with a service address is overloaded or has non-acceptable material inside, customers receive educational notifications.
- For Marysville's single family and multi-family customers billed by the City, every extra collected is noted on the monthly Excel billing file WM sends to the City. We include the address, the city account number, the date and quantity of the extras collected and the charge amount.

Yes, we can!

We will continue to coordinate directly with commercial properties for scheduling of services and billing.

For example, this is how we partner with Marysville's Cristianos Pizza:

- Staff at Cristianos contacted our customer service center to establish service which included a conversation about their service needs, container sizes and service frequency.
- After their service was established and containers delivered, WM began sending them monthly invoices. As part of our partnership with our commercial customers, we encouraged them to go paperless and enroll in automatic payments through our mobile app and wm.com.
- Our public education and outreach team provides technical assistance for commercial customers, like Cristianos, providing appropriate signage and container placement to make recycling convenient for customers and staff.

WM's Commercial Billing System – Our Back Office Processing

WM utilizes Mid-America Systems (MAS) as our customer billing system. MAS software operates on an IBM iSeries AS400 Platform, running i5/OS version 7.1. It can be accessed through a secure, internet VPN-based connection 24 hours each day, 7 days a week.

WM's Billing System Features and Benefits

Fully Integrated Billing. MAS integrates all billing, routing, and customer service information of our commercial customers into one operating system. WM's invoice format is based on extensive research, customer feedback, and field testing. Our invoices provide the opportunity to create custom billing inserts and messages that are tailor-made for the City. For online customers, we post electronic versions of the inserts to their online invoice for a total "green" experience.

Reliability and Redundancy. We perform ongoing data quality assurance audits to confirm that all information is accurate and up to date. Our billing system data, like all our critical systems, are continuously backed up to reduce the risk of data loss.

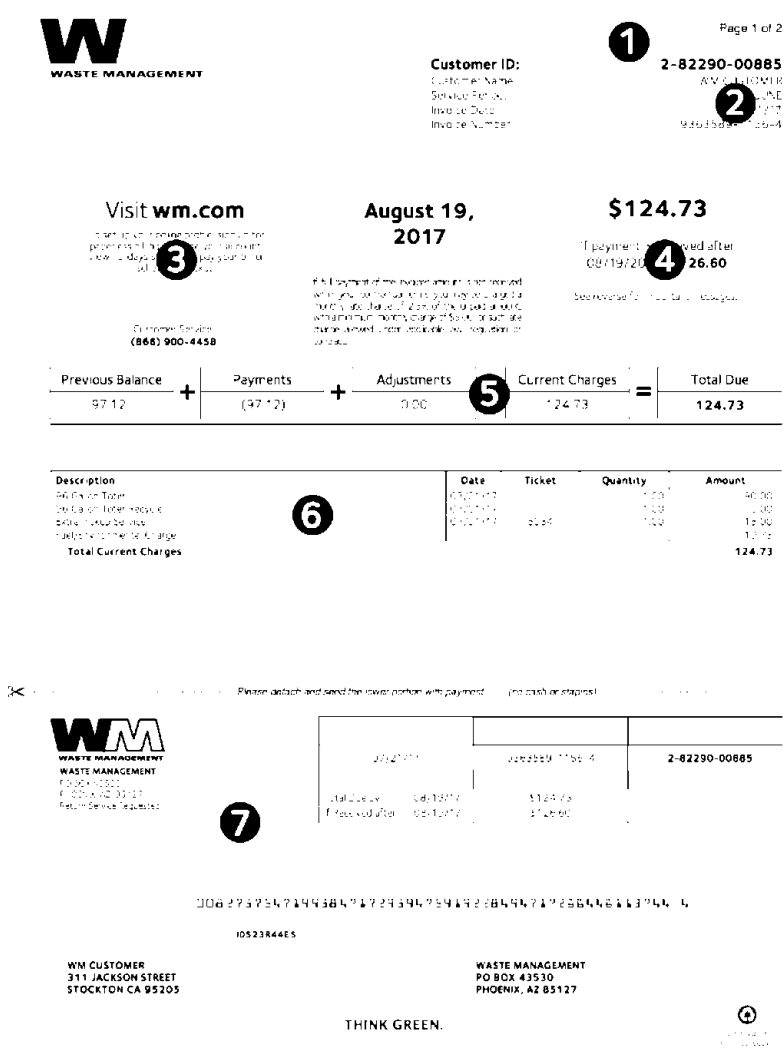
Efficient Route Sequencing. Electronic route logs are generated from billing data every day to confirm service accuracy. These electronic records are downloaded to the drivers' tablets nightly. New commercial customers and customers with service level changes are placed at the top of the driver's route screen to highlight the change in the driver's route. Each customer is assigned a unique account number that tracks detailed information, including contact information, size and quantity of containers, and service history. Route information is viewable in MAS.

Accurate Service. MAS connects seamlessly with our receivables processing system. Commercial customers remit their payments to WM's regional payment center. The payment is immediately processed so customer service representatives can access a customer's account online and promptly respond to any billing questions.

24/7 Online Bill Pay Option. WM offers a safe, secure, convenient online bill paying system, allowing commercial customers to pay their bill online, 24 hours a day, 7 days a week.

An Easy-to-Understand Monthly Invoice

To present our commercial customers with accurate billing information in an easy-to-read format, WM redesigned our standard invoice template. Our invoice remains fully compliant with governmental, contractual, and local requirements while also incorporating customer feedback. The most common customer request regarding our invoice was to make it easier to understand. To accomplish this, we simplified the invoice format, provided clear steps for all payment options, and include an explanation of common charges if applicable.



SIMPLE GUIDE TO YOUR INVOICE (FRONT)

- 1** **Customer ID**
Unique identifier for your account.
- 2** **Billing Period**
Shows the billing cycle dates for this invoice.

- 3** **Contact Information**
We're a ways here to help, either online or by phone.
- 4** **What Do I Owe and When**
Quickly see the total and when it is due.
- 5** **Account Overview**
A quick summary of your monthly charges. A full breakdown is in the details section below.

- 6** **Detailed Account Activity**
Information by service location, including all services, credits, and additional charges.
- 7** **Payment Coupon**
If paying by mail, this is the portion of your paper invoice you return with payment.



Managing Accounts Online and with the My WM App

WM offers a suite of interactive options for our commercial customers to use on their smartphones, tablets, or computers. Our online tools constantly evolve in response to customer needs.

Customers are on the go, yet usually “connected” in some way, courtesy of today’s technology. We’re with them too, offering 24/7 alternatives, with information only a click away. These features would be available for single family and multifamily customers in the new contract if the City chooses to have WM act as a billing agent.

My WM | Anytime, Anywhere, Any-Device Access



Creating a **My WM** online profile provides a customized experience that puts you in control of all your WM accounts. Scan the QR code or visit wm.com to create your profile today.

Manage Accounts	Allows you to add or remove WM accounts and manage them all with your My WM profile.
AutoPay & Paperless	Save time by receiving bills electronically and having them paid automatically. If you currently see an "Administrative Charge" on your invoice, signing up for both autopay and paperless can save you some money too.
Pending Charges	Be informed of one-time charges before you receive your invoice.
My Billing	Provides access to current and past invoices, allows you to save or update payment methods, even allows you to make partial payments or pay multiple invoices in one.
Adjust Service	Things are constantly changing - including your service needs. Our online options help you adjust to change.
Extra Pickup	Avoid the hassles of an overloaded container by completing an online request for us to come by before your next service day.
Bulk Item Pickup	What do you do with large trash items that can't be recycled or repaired? Schedule a time for us to come by and pick them up for you.
Roll-Off Requests	When you are ready to exchange your full roll-off for an empty one or you've finished your project and need your temporary roll-off removed - schedule it online where you choose the date and can see estimated costs.
View ETA & Schedule	Stay informed of when we are stopping by - including holiday, weather, or other service schedule changes.
View Service Visuals	See your container the way our Drivers see it with photos and videos.
Manage Contacts	Assign yourself and/or others as your Service Contact or Billing Contact or both. Easily make changes at any time to ensure the right people on your teams are contacted with the right information.
Communication Preferences	Stay informed by receiving the types of information you want to receive and how you prefer to receive it.
Feedback	Let us know what you think - we're all ears! We want to keep doing what you like or working to improve where you see opportunities.

Not finding what you're looking for? Get more information in our FAQ section or ask the Chatbot on wm.com.

WM's mobile app is available for Apple and Android phones and now supports face and fingerprint recognition for fast, secure login options and is available in English and French.

3 | Carts, Containers, and Equipment

3.0 Is your organization able to provide 96-gallon carts for both recycling and organics? If No, please provide details of what is proposed to be provided.

3.1 If yes to 3.0, provide details for cart construction.

3.2 In the Additional Details column, indicate the equipment type and quantity of vehicles that will provide services to the City.

Yes, we can!

WM currently provides high-quality 96-gallon carts for both recycling and organics.

Collection Containers, Colors, and Labeling

Cascade Carts are Built with Durability, Convenience, and Sustainability in Mind

WM will partner with our preferred cart supplier, Cascade Cart Solutions, to manufacture carts for Marysville as needed for replacement. Our longtime partnership spans over 30 years, with over 17 million Cascade carts set out for WM customers to date. Cascade prides itself on having top-of-the-class quality control and performance standards. In addition, a 10-year warranty backs their workmanship. We have successfully utilized Cascade carts for customers throughout North America and look forward to continuing to provide them to Marysville.

Cart Sizes

Recycle Cart Sizes (Blue)	Compostables Cart Sizes (Green)
96-gallon	96-gallon

For any replacement carts that will be needed in the next contract, WM is proud to provide the industry-leading, highly sustainable EcoCart, manufactured by Cascade Carts.

EcoCart™: A Visible Commitment to the Environment and Recycling

During market disruptions threatening recycling programs across North America, WM and Cascade Cart Solutions teamed up to create the EcoCart™ - the waste industry's first collection cart manufactured from post-consumer plastic resin.



The EcoCart creates a closed-loop system as it is manufactured with residential curbside plastic - bulky, rigid plastics collected straight out of curbside recycling programs across the country - without compromising durability or warranty standards.

WM is prioritizing the purchase of the EcoCart as part of a new commitment to the Association of Plastic Recyclers Demand Champion Program, which seeks to expand market demand for recycled resins and improve plastic recycling in North America. The EcoCart is available in dark blue and WM green, making it the sustainable choice for future carts in Marysville.

In the new contract, our Marysville customers will continue to use the WM carts they have now. New carts will be utilized as needed.

Containers, Green Steel Commercial and Multifamily Sizes

In our new contract, Marysville multifamily and commercial customers will continue to utilize our green detachable steel recycle containers.

Commercial detachable containers are purchased from WasteQuip, the leading North American manufacturer of waste-handling equipment and one of our frequent suppliers. WM maintains all containers.

- Graphic labels will feature WM's customer service phone number, website address, and list of accepted materials.
- Detachable containers have fireproof lids, lock bars, locks, and wheels on 1-yard to 4-yard containers and are watertight to prevent leaks into surface and groundwater.
- Our drivers monitor for graffiti to keep our containers and the Marysville community looking good.

Detachable Steel Containers

1 cubic yard

1.5 cubic yard

2 cubic yards

3 cubic yards

4 cubic yards

6 cubic yards

8 cubic yards



WM's 4-yard steel container

WM: Yes, we can!

Commitment to Climate and Sustainability: WM is doing its part to tackle climate change by reducing greenhouse gas (GHG) emissions from our landfills, fleet, and facilities through our customers' recycling services and the renewable natural gas generated at our landfills. We continue developing and implementing solutions to reduce our and our customers' carbon footprints. WM has a robust set of goals regarding our fleet, recycling operations, renewable energy generation, and sustainable materials management that will help us respond appropriately to emerging opportunities and risks.

WM will continue to provide near-zero emission collections with our clean-burning compressed natural gas (CNG) fueled fleet, fueled with renewable natural gas (RNG).

CNG Trucks Mean Cleaner, Greener, and Quieter Collections for the City

WM is proud to service Marysville with our fleet of 2020 and 2021 compressed natural gas (CNG) trucks that run on renewable natural gas (RNG) produced from biogas from our landfills.

CNG trucks emit nearly zero particulate emissions, reduce greenhouse gas (GHG) emissions by 15%, and cut smog-producing NOx emissions by 50% compared to the cleanest diesel trucks. In another effort to improve air quality, the engines automatically turn off after five minutes of idling to reduce emissions further and conserve fuel. In addition, CNG engines run much quieter than diesel trucks – many customers have commented that they cannot even hear our CNG trucks coming down the street.



WM is proud to operate trucks that run on clean RNG fuel

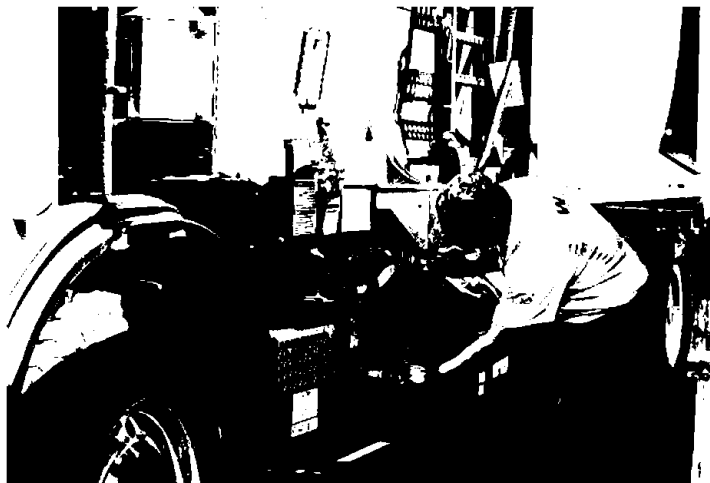
While our “last generation” natural gas engine cuts smog-producing nitrogen oxide (NOx) emissions by up to 50% compared to the cleanest diesels, our new near-zero emission natural gas engine (ISL-G “NZ”) is the cleanest heavy-duty engine ever certified by the California Air Resources Board (CARB) and the US Environmental Protection Agency (EPA).

Driving Toward Zero Emissions

In Marysville, our fleet runs on renewable natural gas (RNG), which further reduces our fleet’s GHG emissions - 70% from diesel and 60% from traditional CNG. RNG is biogas, the gaseous product of the decomposition of organic matter, that has been processed to purity standards. Like conventional natural gas, RNG can be used as a transportation fuel in the form of CNG.



WM is unique in that we are both a source of and an end-user of RNG. Nationally, we fuel more than 40%, and in Washington and Oregon 100%, of our natural gas fleet with RNG produced from landfill biogas produced from our landfills and third-party landfills.

In 2019, we set an interim goal for 70% of our national collection fleet to use CNG engines by 2025, with 50% running on RNG. Our long-term and ongoing investments in RNG production facilities and a natural gas fleet that can operate on RNG are moving us closer to a near-zero emissions collection fleet.














WM driver Troy Meade connects his truck for overnight CNG fueling

WM's Marysville CNG Collection Fleet is Safe and Green

	Residential Customers	Commercial and Multifamily Customers
Materials Collected	Recycling, Compostables	Recycling, Compostables
Type of Truck	Automated	Front Loader
Chassis	Autocar WX	Autocar WX
Body	McNeilus	Amrep
Compartments	1	1
Capacity	10 tons	10 tons
Total Weight	66,000 GVWR	66,000 GVWR
Volume Capacity	40 cubic yards	40 cubic yards
Average Number of Daily Collections	800	120
Loading Characteristics	Automated side-load	Front loading
Unloading Characteristics	Full rear ejection	Full rear ejection
Number of Vehicles	9	1
Useful Life	10 years	10 years
Truck Photo		

WM Collection Fleet Safety Features

All WM collection vehicles meet or exceed federal motor vehicle safety standards. They are well-equipped to keep our employees and customers safe.

	Backup Camera and Reverse Motion Sensor Alarm	Provides rear view when the truck is in reverse, reducing the potential for accidents and enhancing pedestrian safety.
	Audible Backup Alarms and Lights	All trucks have eight backup lights and audible backup alarms.
	Body Configuration Alarm	All trucks have sound and visual alarm systems, alerting the driver if the vehicle is out of configuration during movement. For example, if truck arms are up or the vehicle is in an over-height situation.
	DriveCam®	Records driver actions and behavior. The forward-facing camera is invaluable for evaluating driver reactions to traffic conditions, accident prevention, and accident investigation.
	LED Strobe Lights and Flashers	Enhances rear-of-truck visibility for approaching motorists and pedestrians.
	Reflective Signage and Striping	Highly reflective rear-of-vehicle signage and striping provide exceptional nighttime visibility to vehicles approaching from behind.
	Bus Boy Mirrors	Angled convex mirrors give the driver an unrestricted view of the area in front of the truck, which is especially valuable when children and other pedestrians are present.
	Electric Heated Rearview Mirrors	Provides fog- and frost-free views on both sides of the truck. In addition, mirrors are electronically adjustable from the driver's seat to offer unrestricted views of the sides and rear of the truck.
	Trapezoidal Side Lights	Floodlights on the body's sides automatically switch on when the truck is in reverse for added safety.
	On-Board Methane Detection	On natural gas-powered trucks, methane detectors provide immediate audible and visual alarms for potential leaks from fuel tanks or lines, providing the highest margin of safety for our drivers and customers.
	Disc Brakes with Hydraulic Accumulator Assist	All trucks have disc brakes with hydraulic accumulator assists, which slow the vehicle when the gas pedal is released, decreasing stopping distances and increasing safety for our communities and drivers.

WM Safety Features Continued

✓	Four-Six Braid Hydraulic Hoses	Doubles the safety margin against high-pressure hydraulic leakage.
✓	Sears Air Ride Driver's Seat	Provides added comfort and excellent ergonomics for the driver. Eight adjustments, including lumbar support, reduce driver fatigue and improve overall performance.
✓	Plastic Shovels and Brooms	Helps drivers maintain a clean workspace and community. Used in scatter clean up, spill response, and truck cleaning.
✓	Battery Disconnect	The driver controls all stored energy by disconnecting batteries. This is used by the driver/technician when cleaning behind the blade, during maintenance, and when the vehicle is left unattended.
✓	Emergency Spill Kits	Equipment, including oil pads, booms, and other gear, helps mitigate the impact of spills.
✓	Fire Extinguishers	Fire extinguishers allow our drivers to respond to fire hazards. We equip our trucks with 20-pound fire extinguishers, well above the DOT requirement of five pounds.
✓	Wheel Blocks and Safety Triangles	Drivers place wheel blocks for added protection if they are stepping away from their trucks for a significant period. Likewise, they position triangles if they need to control traffic.
✓	Environmentally Advanced Brake Pads and Drum Brake Blocks	Our brake pads limit levels of asbestos, cadmium, chromium, lead, and mercury and are made of less than 5% copper. In addition, our drum brake blocks already have a reduction of copper to less than 0.5%. Pads and blocks will have less than 0.5% copper before 2025, well ahead of regulatory requirements. These are important measures for waterway protection.

4 | Customer Service

4.0 Is your Organization able to provide staffing for business hours of 8 a.m. to 5 p.m. Monday thru Friday to assist customers?

Yes, we can!

WM will continue to provide high quality customer service for Marysville and your residents and business Monday through Friday from 7 a.m. to 7 p.m. We also provide 24/7 customer service options too!

<u>WM.com</u>	Offers seamless navigation and an intuitive way for customers to learn about services and solutions in their community.
AI-Powered Virtual Assistant Chatbot	On WM.com this option handles routine issues promptly and provides 24/7 customer service with automated responses to the most frequently asked customer questions.
Knowledge Base Help Center	On WM.com this option houses answers and videos to top customer requests about WM services as well as support articles by topic – products and services, finding facilities, understanding your bill, weather-related delays and more.
Live Chat	On WM.com this option allows customers to skip email exchanges or wait in line in the call queue. With Live Chat, we can respond immediately to customer questions.
Interactive Voice Response System (IVR)	When customers contact the call center, our technology seamlessly routes customers to self-service options and connects them with the right resources, links, or departments so we can limit call transfers and reduce wait times. Our IVR System is also equipped with convenient callback functionality, so customers never have to wait on hold during peak call hours. Customers can simply choose to be called back and "hold their place in line" while they continue with their day.
My WM (personal account management)	WM offers Marysville commercial customers simple and intuitive online account management for service requests, holiday schedules, online bill pay, autopay, notification preferences and more.
My WM App (personal account management)	WM provides Marysville commercial customers a personalized customer experience in the palm of their hand. With the My WM app, customers can: <ul style="list-style-type: none">○ Manage and use different payment methods with ease, including Apple Pay (if applicable)○ Enroll in AutoPay and Paperless billing (if applicable)○ Get service day updates so they know when to expect pickup○ Request bulky item pickup, extra pickups, roll-off dumpsters, and more○ View or change their existing services and schedules.

4.1 Does your Organization have the capability to maintain a log of all customer complaints with details to provide the City? Details of the resolution.

4.2 If yes to 4.1 please provide the details of what the report would include and the format for submittal to the City. Details of the issue and the date it was resolved.

Yes, we can!

Although we don't currently provide that data to the City, we would be happy to do that in the next contract. We can effortlessly integrate a log of all customer inquiries with our current Enspire® reporting platform. This report can be downloaded in Excel format monthly and would include:

- The nature of the customer issue and date/time the customer contacted WM.
- Our customer's name, address, and phone number.

4.3 Does your Organization have the ability to respond to customer complaints/request in a timely manner?

4.4 If yes to 4.3 please provide the customer response standards for your organization.

Yes, we can!

Our state-of-the-art Customer Service Center is equipped with the latest customer support software and a well-designed, intuitive call flow that allows our customer service representatives to provide customers with the right information or resolution they are looking for right away.

- Our customer response standard is first call resolution, which is why nearly all customer complaints are resolved within one business day for all lines of business.
- We monitor and track all customer reported issues through a ticket system, including requests for service, change of service, the status of service, complaints, and compliments.
- Each ticket is created in an open status and requires closure upon completion and/or resolution of the requested action.
- If an issue requires immediate attention and/or escalation, an email is also sent to the local operations management team.



WM's Pacific Northwest Customer Service Standards

Training

We train new customer service representatives for six weeks to ensure they are equipped to answer customer questions whether about billing, setting up service, or what to recycle; they are prepared. Our virtual curriculum includes:

<p>New Hire Orientation</p> <ul style="list-style-type: none"> • History of WM • Overview of products and services • Commitment to municipalities and customers 	<p>Introduction to Business</p> <ul style="list-style-type: none"> • Explanations of MRFs, transfer stations, composting facilities • Review of service territory • Overview of municipalities and contracts
<p>Developing Customer Relationships</p> <ul style="list-style-type: none"> • Clear communication • Active listening • De-escalation techniques 	<p>Customer Engagement Tools</p> <ul style="list-style-type: none"> • Detailed service and products • Stay positive and calm • Maintaining professionalism
<p>Customer Service Center Equipment and Systems Training</p> <ul style="list-style-type: none"> • MAS integrated billing system • Green Pages, knowledge management tool (see description below) • Genesys reporting (see description below) • Virtual Desktop Integration (VDI) - Allows our representatives virtual access to all WM tools, resources, and programs while ensuring strict security protocols • Customer-at-a-Glance - This tool provides customer geographic, account and service details along with driver-related service details; representatives can see if a driver has serviced a customer on their day of service or if the driver is still on their way 	

An essential component of new hire training is our city-specific learning. WM representatives learn Marysville's geography, community, important events, commerce, and industry during this time. It's not a "one and done" but a continual learning process supported through regularly scheduled virtual huddles. WM ships equipment and materials directly to our employees before they start our virtual training program.

Training Never Stops

WM is committed to upgraded training as our business evolves and our customers' needs change; we introduce new technologies and educate our customer service representatives. For example, through our Talent Central courses, we offer extended training in classrooms, in huddles, with side-by-side call listening, peer mentoring, and coaching. These tools measure and improve customer service.

Performance Metrics - Customer and Satisfaction Surveys

We survey approximately 60,000 customers each month. We use this data to improve our customer service delivery.

Independent Quality Monitoring

WM employs a third-party company to review conversations between customer service representatives and customers, including digital exchanges such as emails and chats. We utilize these results to coach and provide ongoing feedback to customer service representatives.

5 | Billing

5.0 Commercial customer will be billed directly from the Contractor, is your Organization able to comply?

Yes, we can!

We do this currently and will continue in the next contract. In addition, please see the detailed information about our current commercial billing system on pages 29-32.

5.1 If mutually agreed and negotiated, is your Organization capable to be the billing agent for residential and multi-family customers?

5.2 If your Organization does not become the direct billing agent, are provisions in place to work directly with the City Utility Billing Department to provide service details?

5.3 If yes to 5.2, please provide a brief description of a proposed method to communicate with the City representatives.

Yes, we can!

We would be pleased to become the City's billing agent; we provide this service to most of our customers in contract cities and in unincorporated areas around Marysville. We can easily transition our customers to the WM billing system. If the City chooses to keep the status quo, our City Services team will continue working with the City's utility billing department.

6 | Education and Promotions

6.0 Does your Organization have the capability of creating, publishing and distributing education to City residents?

6.1 Is your Organization able to provide the City with publications to update and maintain the City website?

6.2 Does your Organization recommend any other forms or public outreach and education? If so, please list in additional details

Yes, we can!

We will continue working with city staff to educate and communicate with our Marysville customers using mailings, the WM Marysville website, and other types of outreach described in the table below.

WM's award-winning Public Education and Outreach team has been recognized by organizations such as the Washington State Recycling Association (WSRA) for innovative programming that achieves waste reduction, recycling, and composting the right way. WM's outreach experts continually monitor outreach programs and adjust as necessary to ensure efforts are impactful and moving the needle on local sustainability.

Using Community Based Social Marketing (CBSM) principles as a guiding force, WM's Public Education and Outreach team creates appealing, targeted materials that produce results.

To remove barriers and simplify recycling and composting, WM uses CBSM tools and proven education and outreach strategies to:

- Develop clear, concise public education materials
- Engage residents through results-oriented, creative behavior-change programs
- Enhance the visibility of recycling and composting through community outreach
- Produce sustainable behavior change

WM: Yes, we can!

Diversity, Equity, and Inclusion (DEI): To achieve a diverse, equitable, and inclusive workplace, we understand meaningful organizational change requires more than a list of action items. We know this to be true because of our experience and success in building a company culture where safety is a core value. This success did not come easily or overnight. Instead, it was hard-won, involving a steadfast commitment from company leadership, coupled with training and evaluation at every level of the organization.

WM Public Education and Outreach Programs for Marysville

Program	Customer Sector	Details	Action/Results
Website	Residential, Multifamily, Commercial	<p>WM uses online resources to educate customers about services, recycling and composting programs, and events. Our local Marysville website, wmnorthwest.com/marysville, is available 24/7 and has the most up-to-date information on services, events, and programs.</p> <p>Teachers can also find lesson plans aligned with STEM and the Next Generation Science Standards, complete with activities, videos, and take-home worksheets at wm.com.</p>	Our team regularly updates the website with service information, public education, and outreach messaging. In addition, city staff may review and provide feedback annually or more often if WM is conducting a public education campaign.
Oops Tags	Residential	When drivers cannot collect a cart due to contamination, they leave a friendly “Oops Tag” to notify the customer of why, how to correct the problem, and how to obtain more information from our many educational resources.	WM drivers, trained by the public education team, utilize these tags with customers on an as-needed basis to support contamination reduction.
Transcreated Materials	Residential, Multifamily, Commercial	WM is a leader in providing culturally appropriate recycling education.	We transcreate educational materials by delving into a culture to find relevant products and language.
Cascade Recycling Center (CRC) Tours	Residential, Multifamily, Commercial	Touring WM’s Cascade Recycling Center in Woodinville, WA, is an excellent opportunity for residents, school groups, and community organizations to learn about recycling.	Tours are very popular with elected officials, residents, and students. WM staff offer regularly scheduled virtual and/or in person tours.
Site Visit Technical Assistance	Multifamily, Commercial	Upon customer request, WM outreach staff will visit multifamily or commercial sites to advise on container location, service levels, signage, and resident/staff education.	Site visits typically last 15-60 minutes, depending on the site’s needs. WM can provide technical assistance onsite or remotely.
City Newsletter Content	Residential	WM’s outreach team will provide engaging and informative content for the city’s newsletter or website quarterly.	Depending on the focus, articles will include timely topics such as simple tips to reduce food waste around the holidays.

New!

In addition to the offerings listed above, in partnership with city staff, we would like to launch a new outreach project in the next contract. Here are a few examples that we would like to offer the City of Marysville for the next contract. Let's choose one or brainstorm another project that meets the sustainability needs of your city.

Outreach Project	Customer Sector	Details
Residential cart tagging to increase composting and improve recycling!	Residential	Targeted cart tagging (affixing positive instructions to carts) has proven to be effective in both increasing the number of households that participate in composting and decreasing the amount of contamination in the recycling.
City Event Outreach and Education	Residential, Multifamily, Commercial	WM's education team will host a recycling information booth and/or work with event organizers to make events zero waste.
Commercial composting toolkits to increase composting!	Commercial	Develop and purchase tool kits for business composting (web info, internal collection bins, posters, handouts, etc.) and promote composting to select businesses.
Business recycling education and outreach	Commercial	Visit targeted businesses with shared containers and provide information, tools and ideas for improving recycling.
Multifamily recycling education and outreach	Multifamily	Work with select multifamily properties to implement the 3 Cs of recycling: Convenience, Clarity and Capacity. Once the three Cs are in place, offer education and training which could include presentations, tabling events or door-to-door resident outreach.
Schools' education and outreach	Commercial: Schools	Work with select schools to evaluate and improve recycling systems and/or implement composting programs. Activities could include lunchtime waste audits, staff and green team trainings, and touch-a-truck presentations.

Sample WM Marysville Education and Outreach Materials



City of Marysville

Service Guide 2023



Recycling Beyond the Curb

Many items are recyclable, but don't belong in your curbside recycling cart. Here are some recycling options for a variety of materials.

WHAT DO I DO WITH...

Motor Oil

Put in tightly closed 1 gallon plastic jugs and take to a hazardous waste station.



Snohomish County
Transfer Stations
www1.co.snohomish.wa.us

Search "transfer stations" for locations and quantity limitations.

Light Bulbs + Fluorescent Tubes



Visit www.lightrecycle.org for CFL, HID and Fluorescent Tube Recycling Locations.

Large Appliances

Refrigerators, freezers, dishwashers, clothes washers, dryers, stoves, ranges, furnaces, etc.*

Sell, donate or give away

*Washers, dryers, stoves, ranges, dishwashers, microwaves and hot water tanks (that are 85% metal or more), may be recycled at the Snohomish County transfer stations. Appliances such as refrigerators, freezers, air conditioners, heat pumps and dehumidifiers contain chlorofluorocarbons (CFCs), which are regulated under the Federal Clean Air Act, and must be disposed of properly.

RESOURCES



City of Marysville
Utility Billing Dept.
www.marysvillewa.gov
(360) 363-8001



Snohomish County
Solid Waste
425-388-3425

Household Hazardous Waste
www1.co.snohomish.wa.us
(search solid waste)

425-388-6050
or www.snoco.org

1-800-RECYCLE
www.1800recycle.wa.gov
1-800-RECYCLE (732-9253)

Online information to help you dispose of materials properly.

Take it Back Network
www.takeitbacknetwork.org

Recycle electronics, fluorescent bulbs and tubes, and other mercury-containing products.


E-Cycle Washington
www.ecyclewashington.org
1-800-RECYCLE (732-9253)


Free recycling locations for computers, monitors and TVs.

MarysvilleRS_EVEN_2023 100% post consumer recycled paper

2023 City of Marysville Collection Schedule

E

 **Recycling** is collected on blue weeks.













 **Yard Waste** is collected on green weeks. Yard waste collection is available by subscription in designated areas. For more information or to sign up, please call 360-363-8001. Collections will be weekly beginning the third full week of March through the third full week of November. Monthly collection will occur December through February. Collection will occur on the third week of the month.























 **Recycling & Yard Waste** are both collected on teal weeks.





















 **Once-a-month garbage collection** is the first full week of each month on your service day. DOES NOT APPLY TO WEEKLY CUSTOMERS.





















Observed Holidays

WM does not collect on Thanksgiving, Christmas Day and New Year's Day. If these holidays fall on a weekday, collection will be delayed by one day for the remainder of the week. For example, if a holiday falls on Thursday, Thursday customers will be collected on Friday and Friday customer will be collected on Saturday.

January 2023							February 2023							March 2023											
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
	1	2	3	4	5	6	7					1	2	3	4					1	2	3	4		
	8	9	10	11	12	13	14			5	6	7	8	9	10	11			5	6	7	8	9	10	11
	15	16	17	18	19	20	21			12	13	14	15	16	17	18			12	13	14	15	16	17	18
	22	23	24	25	26	27	28			19	20	21	22	23	24	25			19	20	21	22	23	24	25
	29	30	31							26	27	28						26	27	28	29	30	31		

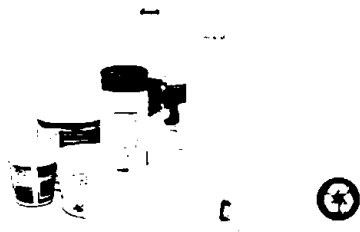
April 2023							May 2023							June 2023											
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		2	3	4	5	6	7	8		7	8	9	10	11	12	13			4	5	6	7	8	9	10
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	30																								

July 2023							August 2023							September 2023												
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	30	31																								

October 2023							November 2023							December 2023											
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
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	29	30	31							26	27	28	29	30				24	25	26	27	28	29	30	
																							31		

RECYCLING

Please do not bag. Empty of all food & liquid. Place these loose items in your recycling cart.



Plastic Bottles & Containers



Food & Beverage Cans



Paper



Flattened Cardboard & Paperboard



Glass Bottles & Containers

Recycling right is more important than ever.

Please reference this list of accepted recyclables and only place these items in your recycling cart. By following these guidelines, you ensure that your materials make it to their next best use.

KEEP OUT of Your Recycling

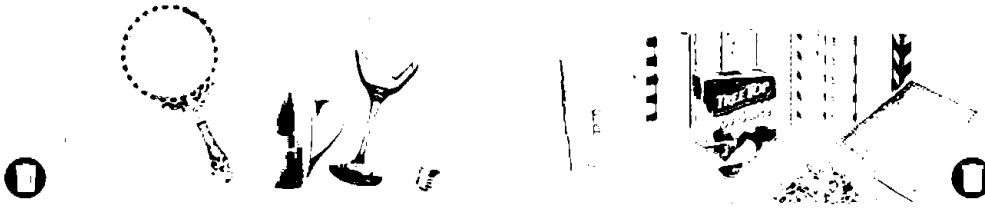
- | | | |
|--------------------------|--------------------|--|
| NO plastic bags | NO diapers | NO plastic berry containers |
| NO foam cups & packaging | NO liquids | NO broken dishes, ceramics or window glass |
| NO hazardous waste | NO fuel tanks | NO paper cups and milk cartons |
| NO medical waste | NO computers + tvs | |
| NO syringes | NO shredded paper | |
| NO batteries | NO aluminum foil | |

GARBAGE

Bag all garbage and put it in your garbage cart.

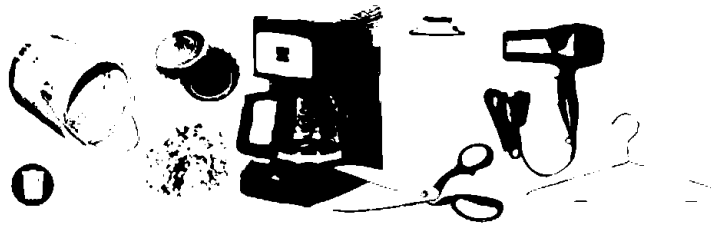


Non-Recyclable Plastic



Non-Recyclable Glass

Non-Recyclable Paper



Non-Recyclable Metal

Garbage Guidelines

- Please bag all garbage.
- Double bag pet waste, pet litter, packing pellets, vacuum dust, sawdust, and cold ashes.

Extra Garbage:

For Extra Garbage, please call the City's Utility Billing Department at 360-363-8001 to schedule an extra pickup of your garbage cart, price will depend on the size of your cart and will be added to your bill.



Did you know that the City of Marysville offers once-a-month garbage service?

To sign up for once-a-month garbage collection, call the City of Marysville at 360-363-8001. The City of Marysville picks up the first full week of each month.

YARD WASTE

These materials go in your green yard waste cart.



Plant Debris and Yard Trimmings



Food Scraps

KEEP OUT of Your Yard Waste

NO plastic

NO glass

NO metal

NO liquids

NO PLASTIC PRODUCTS

Even those advertised as "COMPOSTABLE" + "BIODEGRADABLE"

NO cooking oil

NO diapers

NO pet waste

NO flocked trees

**YARD WASTE IS
DISCOURAGED
FROM YOUR
GARBAGE.**

Yard waste collection is available by subscription.

For more information or to sign up, please call the City of Marysville's utility billing department at (360) 363-8001.

Where Does Yard Waste Go?



Collected yard waste is processed into compost at local compost facilities and used to replenish soil in local parks and gardens.

Oops! Curbside Education Tags

OOPS!

PLEASE DO NOT PUT THESE ITEMS
IN YOUR RECYCLE CART!

¡CUIDADO!

¡NO COLOQUE ESTOS ARTÍCULOS
EN SU BOTE DE RECICLAJE



No bagged recyclables or garbage
No productos reciclables ni
desperdicios embolsados



No Plastic Bags
No bolsas plásticas



No Garbage, Food or Liquid
(empty all containers)
No desperdicios, ni alimentos ni líquidos
(vacíe todos los contenedores)



No Clothing or Linens
No ropa ni sábanas



No Tangles
(no hoses, wires, chains or cords)
No incluir objetos enredadores
(ni mangueras, ni cables,
ni cadenas ni cuerdas)



No Big Items
(no wood or furniture)
No incluir artículos grandes
(ni madera ni muebles)



No Pizza Boxes
(no food-soiled containers)
No incluir contenedores de pizza
(ni contenedores con restos de comida)



No Foam
(no blocks, peanuts,
containers, etc.)
No Gomeaspuma
(ni bloques, ni bolitas de
poliestireno, ni envases, etc.)

Other / Otros

IF AVAILABLE, EMPLOYEES WILL REMOVE THESE ITEMS FROM YOUR CURBSIDE RECYCLE CART. PLEASE CONTACT US AT 1-800-592-9995 FOR MORE INFORMATION.

SI ES POSIBLE, LOS EMPLEADOS LE QUITARÁN ESTOS OBJETOS DE SU BOTE DE RECICLAJE EN LA CALLE. POR FAVOR, CONTÁCTENOS AL 1-800-592-9995 PARA MÁS INFORMACIÓN.



QUESTIONS?

¿Tiene alguna pregunta?

CONTACT US AT 1-800-592-9995

¿TIENE ALGUNA PREGUNTA?

Contáctenos al

1-800-592-9995, lunes a viernes de 7AM a 5PM, sábados de 9AM a 1PM.

Tape FPO

Recycle More of These Items!

¡Recicle más de estos artículos!

CANS LATAS

Aluminum and Steel Cans
Latas de aluminio y acero



Clean and empty
Limpias y vacías

GLASS VIDRIO

Bottle and Jars
Limbias y vacías



Clean and empty
Botellas y frascos

PAPER PAPEL

Mixed Paper, Newspaper, Magazines, and Cardboard
Papel mixto, periódicos, revistas y cartón



PLASTICS PLÁSTICOS

Bottles, Jugs and Tubs
(kitchen, laundry, bath, dairy)
Botellas, jarras, envases
(productos de cocina, lavandería, baño y lácteos)



Clean and empty, no plastic bags
Limpias y vacías, sin bolsas de plástico



QUESTIONS?

Contact us for a copy of the complete recycling guide.
1-800-592-9995, M-F 7AM-5PM, SAT 9AM-1PM

¿TIENE ALGUNA PREGUNTA?

Contáctenos para obtener una copia de la guía completa de reciclaje.
1-800-592-9995, lun a vie de 7AM a 5PM, sáb de 9AM a 1PM

Graphics provided by The Recycling Partnership. Ilustraciones de The Recycling Partnership.

7 | Reporting

7.0 Is your Organization able to submit a detailed monthly report to the City?

7.1 If yes to 7.0, please provide the data elements that will be reported. i.e., Customers Serviced, Tons Collected or Processed, etc.

7.2 Does your Organization have the ability to provide the City with the total quantity of recyclable materials collected by type?

Yes, we can!

Our Enspire® system allows WM to produce monthly and annual reports for Marysville, including commercial, single family, and multifamily customer data. Our reports include:

- Customer service information,
- Tonnage collected by each customer type and material type, and
- A customer inquiry log.

We are always available to discuss these reports with city staff and other city stakeholders to review and monitor trends and shifts in customer tons.



F | CONTRACT PROVISIONS

Review, provide comment and return Key Contract Provisions provided herein as Attachment B.

Waste Management of Washington, Inc. ("WM") respectfully submits the following comments or proposed edits to the Key Contract Provisions. If WM is selected as the City's service provider, WM reserves the right to discuss clarification and other changes in connection with negotiations with the City for a fully integrated contract. Such clarifications may include, without limitation, revisions to definitions to reflect the appropriate legal and regulatory meaning, confirm requirements under the contract, and ensure consistency throughout the contract.

Comments and Proposed Edits

For the Key Contract Provisions, please respond with any comment or proposed edit.

Section	Comment or Proposed Edit	Contract Pricing Impact
Section 14, Materials Required	WM proposes that the final contract requires that any changes to the City List of Standard Recyclables are by mutual written agreement of the City and WM. WM is committed to expanding community recycling as commercially feasible for the jurisdiction. This proposed change recognizes that WM’s ability to expand recycling may be limited by commercially available markets for specific commodities or processing facility requirements.	Yes
Section 21, CPI Adjustment Preferred	<p>WM proposes the below CPI adjustment provision for the final contract. This provision includes the following changes:</p> <ul style="list-style-type: none"> • CPI provision is updated to the index for Water, Sewer and Trash Collection Services, which is the index most applicable to the services that are the subject of the contract. • In the event CPI decreases year-over-year, service rates shall remain unchanged. • The CPI rates, which adjust rates as of September 1st, are based on the change in CPI as of the preceding June. This allows sufficient time for the index to be published and the rates implemented by September 1st of each year. • The first annual CPI adjustments shall occur on September 1, 2023. <p>Commencing on September 1, 2023, and on the same date annually thereafter (each, an “Adjustment Date”), the service rates, as adjusted hereunder, shall be automatically increased by a percentage equal to the percent change in the average Consumer Price Index for Urban Consumers: Water and Sewer and Trash Collection Services (“CPI”) (Series CUUR0000SEHG), as published by the United States Department of Labor, Bureau of Labor Statistics. The first adjustment of the service rates will be based on the change in CPI, as described above, of June of the current year published index compared to June of the prior year published index. Adjustments to the service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when calculating CPI adjustments. Annual CPI adjustments shall never be negative. In the event the CPI index series decreases year-on-year, there shall be no CPI adjustment that year.</p>	No
Section 23, Termination – Breach or Default Preferred	WM proposes that it be allowed a reasonable opportunity to cure a breach before the City has the right to cancel or terminate the contract.	No

Section	Comment or Proposed Edit	Contract Pricing Impact
Proposed New Section, Contamination in Recyclables and Yard Wastes/Organics Required	WM requests that a contamination reduction program is part of contract discussions with the City that may include, without limitation, customer education, warnings and contamination fees. WM has found that a robust contamination reduction program is essential to maximizing the recovery and reuse of collected recyclables and organics, and contamination fees can be an effective deterrent for repeat occurrences of contamination.	No
Proposed New Section, Extraordinary Rate Adjustment Required	<p>In order to offer the best entry rates for consumers under the contract, WM proposes that the contractor may request rate increases under certain circumstances that are outside of the contractor's control. WM proposes the following provision:</p> <p><i>The Contractor's service rates set by this Contract are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, the Contractor's rates under this Contract may, upon written request of the Contractor, approval of which shall not be unreasonably withheld, be further adjusted for any increased expenses associated with performance of the services hereunder due to any one or more of the following causes:</i></p> <ul style="list-style-type: none"> <i>a) material changes in the Contractor's costs resulting from a Force Majeure event;</i> <i>b) changes in the scope or method of services provided by the Contractor, changes in the Franchise Fee, or other changes or fees required, initiated, or approved by the City;</i> <i>c) changes to the processing facility used for Yard Waste collected by the Contractor hereunder;</i> <i>d) any change in law, statute, rule, regulation, ordinance, order, or requirement of any federal, state, regional or local government that is effective after the Effective Date of this Contract;</i> <i>e) a material increase in the volume of Recyclable Materials or Yard Waste collected by the Contractor hereunder, whether caused by customer growth and/or annexation;</i> <i>f) a material change in commodity values of Recyclables;</i> <i>g) a material increase in the cost of fuel; or</i> <i>h) any other extraordinary circumstances or causes or reasons that are not within the reasonable control of the Contractor.</i> <p><i>If the Contractor requests an adjustment due to the extraordinary circumstances set forth above, the Contractor shall prepare a rate adjustment request setting forth its calculation of the increased or decreased costs and accompanying the rate adjustment necessary to offset such increased or decreased costs. The City may request documentation and data reasonably necessary to evaluate such request by the Contractor and shall act within ninety (90) days of receipt of the request from the Contractor to either approve or disapprove the request, provided that approval shall not be unreasonably withheld.</i></p>	Yes



G | PRICE PROPOSAL

Complete and return Price Proposal, Attachment D.

WM's completed Attachment D, Price Proposal, is provided in the following enclosed envelope and electronic file on the USB drive.



H | ADHERENCE TO PROPOSAL REQUIREMENTS

Follow, complete, and submit all information required by RFP.

WM confirms that we have followed, completed, and submitted all information required by the RFP.



I | LEGAL ACTION

*Disclose any current or recent (within past five years) legal action in progress or taken against the firm or individuals. If none, write "none."
Please attach additional document as needed with reference to this section.*

Matter Name Marc Gartin and Robin Gartin v. Waste Management of Washington, Inc.
Court/Agency King County Superior Court
Case No. 17-2-16231-2 SEA
Filing Date and Status Filed 9/26/2017; Status: Settled
Summary Complaint alleging breach of contract and unjust enrichment

Matter Name Murrey's Disposal Company, Inc. v. Waste Management of Washington, Inc., Waste Management Disposal Services of Oregon, Inc., and MJ Trucking & Contracting, Inc., TG-200650 and Murrey's Disposal Company, Inc. v. Waste Management of Washington, Inc., Waste Management Disposal Services of Oregon, Inc., and Daniel Anderson Trucking and Excavation, LLC, TG-200651
Court/Agency Washington Utilities and Transportation Commission; Washington State Court of Appeals Division II; U.S. Surface Transportation Board; King County Superior Court WUTC TG-200650 & TG-200651 (Consolidated); Surface Transportation Board Finance Docket No. 36511; Washington Court of Appeals No. 56291-01-II; King County Superior Court No. 21-1-06525-9 SEA
Case No.
Filing Date and Status Filed 7/16/2020; Status: Pending
Summary The State of Washington Court of Appeals Division II affirmed a summary determination order of the Washington UTC on November 8, 2022, concerning alleged UTC violations. A petition for declaratory order was filed with the U.S. Surface Transportation Board was denied on February 1, 2022. A damages action is pending in King County Superior Court.

Matter Name Bell, Larry v. Waste Management of Washington, Inc.
Court/Agency Kitsap County Superior Court
Case No. 18-2-03125-18
Filing Date and Status Filed 11/19/2018; Status: Settled
Summary Employment litigation

Matter Name Durkos, Sheila v. Waste Management of Washington, Inc.
Court/Agency King County Superior Court
Case No. 19-2-24378-3 SEA
Filing Date and Status Filed 9/17/2019; Status: Settled
Summary Employment litigation

Matter Name Carter, Kerrie v. Waste Management of Washington, Inc., and Waste Management, Inc.
Court/Agency Federal District Court, Western District, Washington
Case No. 18-2-00789-18
Filing Date and Status Filed 3/19/2018; Status: Settled
Summary Employment litigation

Matter Name Silverwood, Michael v. Waste Management of Washington, Inc.
Court/Agency King County Superior Court
Case No. 17-2-31369-6 SEA
Filing Date and Status Filed 12/6/2017; Status: Settled
Summary Employment litigation

Matter Name Everette, Albert L. (Jr.) v. Waste Management of Washington, Inc. & Waste Management of Spokane (improperly named as Waste Management of Spokane, Inc.)
Court/Agency Federal District Court, Eastern District, Washington
Case No. 2:20-cv-00416-SMJ
Filing Date and Status Filed 12/3/2020; Status: Settled
Summary Employment litigation

Matter Name Burger, Tiffany v. Waste Management of Washington, Inc.
Court/Agency Pierce County Superior Court
Case No. 21-2-07005-3
Filing Date and Status Filed 8/9/2021; Status: Pending
Summary Employment dispute

**Attachment D
Price Proposal Worksheet
RFP-2022**

ENTER VALUES IN YELLOW CELLS ONLY

Residential 5 Year Contract Term

Services	Competitive Base Rate
Single Stream Curbside Recycling	\$ 11.95
Curbside Organic Waste	\$ 13.17
Additional Bag/Box/Can Recycling	\$ 3.11
Additional Cart Recycling	\$ 11.95
Additional Bag/Box/Can Organics	\$ 4.77
Additional Cart Organics	\$ 3.50
Return Trip Charge	\$ 3.65
Walk Out/Pack Out	\$ 1.05

Residential 7 Year Contract Term

Services	Competitive Base Rate	Initial Cart Procurement Adjustment	Initial Capital Procurement Adjustment	Base Rate + Adjustments			Base Rate Only				
				Contract Year	1 to 3	1 to 3	1	2	3	4	5
Single Stream Curbside Recycling	\$ 12.55				\$ 12.55	\$ 12.55	\$ 12.55	\$ 12.55	\$ 12.55	\$ 12.55	\$ 12.55
Curbside Organic Waste	\$ 13.83				\$ 13.83	\$ 13.83	\$ 13.83	\$ 13.83	\$ 13.83	\$ 13.83	\$ 13.83
Additional Bag/Box/Can Recycling	\$ 3.27										
Additional Cart Recycling	\$ 12.55										
Additional Bag/Box/Can Organics	\$ 5.00										
Additional Cart Organics	\$ 3.68										
Return Trip Charge	\$ 3.83										
Walk Out/Pack Out	\$ 1.10										

**Attachment D
Price Proposal Worksheet
RFP-2022**

Commercial/Multi-Family 5 Year Contract Term

Services	Competitive Base Rate	Additional Pick Up per Occurrence
1 Yard	\$ 77.74	\$ 17.94
2 Yard	\$ 110.87	\$ 25.58
3 Yard	\$ 147.01	\$ 33.93
4 Yard	\$ 169.01	\$ 39.01
6 Yard	\$ 204.28	\$ 47.15
8 Yard	\$ 235.21	\$ 54.28
96 G Organic Waste	\$ 30.61	\$ 7.06

Mult-Family 5 Year Contract

Competitive Base Rate	Additional Pick Up per Occurrence
\$ 20.49	\$ 4.73
\$ 41.05	\$ 9.48
\$ 61.56	\$ 14.20
\$ 81.58	\$ 18.83
\$ 122.56	\$ 28.29
\$ 163.05	\$ 37.63
\$ 20.49	\$ 4.73

Commercial/Multi-Family 7 Year Contract Term

Services	Competitive Base Rate	Additional Pick Up per Occurrence	Initial Cart Procurement Adjustment	Initial Capital Procurement Adjustment	Base Rate + Adjustments			Base Rate Only			
					Contract Year	1	2	3	4	5	6
			1 to 3	1 to 3							
1 Yard	\$ 77.74	\$ 17.94			\$ 77.74	\$ 77.74	\$ 77.74	\$ 77.74	\$ 77.74	\$ 77.74	\$ 77.74
2 Yard	\$ 110.87	\$ 25.58			\$ 110.87	\$ 110.87	\$ 110.87	\$ 110.87	\$ 110.87	\$ 110.87	\$ 110.87
3 Yard	\$ 147.01	\$ 33.93									
4 Yard	\$ 169.01	\$ 39.01									
6 Yard	\$ 204.28	\$ 47.15									
8 Yard	\$ 235.21	\$ 54.28									
96 G Organic Waste	\$ 30.61	\$ 7.06									

Multifamily Services	Competitive Base Rate	Additional Pick Up per Occurrence
1 Yard	\$ 20.49	\$ 4.73
2 Yard	\$ 41.05	\$ 9.48
3 Yard	\$ 61.56	\$ 14.20
4 Yard	\$ 81.58	\$ 18.83
6 Yard	\$ 122.56	\$ 28.29
8 Yard	\$ 163.05	\$ 37.63
96 G Organic Waste	\$ 20.49	\$ 4.73

RECYCLING AND ORGANIC WASTE COLLECTION SERVICES AGREEMENT

This RECYCLING AND ORGANIC WASTE COLLECTION SERVICES AGREEMENT (this “**Agreement**”) is made and entered into as of the last signature date below, by and between WASTE MANAGEMENT OF WASHINGTON, INC. (“**Contractor**”) and the CITY OF MARYSVILLE, a municipal corporation created under the laws of the State of Washington (the “**City**”). The parties shall be collectively referred to herein as the “**Parties**” and individually as a “**Party**”, unless specifically identified otherwise.

RECITALS

WHEREAS the City desires to provide its residents and businesses with environmentally sound recycling and organic waste curbside collection services; and

WHEREAS the Contractor and its affiliates have extensive experience in providing recycling and organic waste curbside collection services; and

WHEREAS the City has determined that it would be in the best interests of its residents and businesses to contract with the Contractor to provide recycling and organic waste curbside collection services to the City and to residential and commercial premises, in accordance with the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Contractor and the City agree as follows:

DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

“**Alley**” means a narrow passageway between or behind buildings

“**Applicable Law**” means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to performance under this Agreement.

“**Cart**” means a Contractor -owned watertight heavy plastic receptacle with a rated capacity of approximately ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels, that is used for the Collection Services.

“**City Facilities**” means the facilities set forth in **Exhibit C** of this Agreement, as may be amended from time to time by agreement of the Parties.

“**Collection Services**” means the process by which Recyclables (and Organic Waste, where applicable) are removed from Premises within the Service Area by the Contractor.

“**Commencement Date**” means January 1, 2024

“Commercial Premises” means non-Single-Family Premises, and includes Multi-Family Premises and Premises on which business, governmental, religious, or educational activity is conducted; however a business conducted upon a Single-Family Premises which is permitted under applicable zoning regulations, and is not the primary use of the Premises, are excluded.

“Container” means a Cart or Detachable Container provided by Contractor for storage and collection of Recyclables or Organic Waste.

“Contamination” means materials placed in a Recyclables Container other than Recyclables, or material placed in an Organic Waste Container other than Organic Waste. Contamination includes improperly prepared Recyclables and/or Compostables and the Excluded Materials listed in Exhibit B, Recycling Specifications. A Container is deemed Contaminated when, based upon physical or electronic visual inspection by Contractor, more than ten percent (10%) of non-Recyclables or non-Organic Waste is present.

“Contamination Charge” means an amount charged to, and paid by, Customers and/or the City at the rate listed in Exhibit A after three (3) warnings have been given, to compensate Contractor costs for separating non-Recyclables placed in Recyclables Containers or non-Organic Waste in Organic Waste Containers, or for arranging special, unscheduled collections due to placement of Solid Waste or Organic Waste in Recyclables Containers, or Solid Waste in Organic Waste Container.

“County” means Snohomish County, Washington.

“Curb or Curbside” refers to the Customer’s property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways, or on-street parking.

“Customer” means an owner or occupant of a Single-Family Premises, Multi-Family Premises or Commercial Premises who receives services from the Contractor as contemplated herein.

“Detachable Container” means a watertight metal or plastic container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity. Detachable Containers may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from the Contractor.

“Door Step Collection” means collection at a Single-Family Premises other than Curbside or Alley collection which may be permitted for eligible residents who apply and receive City approval. The Contractor will be notified of any eligible residents.

“Dwelling Unit” means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals; but does not include hotel or motel units.

“Food Waste” All compostable pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, or eggshells, and food-soiled paper, such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper products accepted by the Contractor’s selected composting site.

“Franchise” means an authorization granted by the City to a Contractor enabling them to carry out terms of this Agreement.

“Hazardous Waste” means wastes any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA and
- B. Defined as dangerous or extremely hazardous by WAC Chapter 173-303-040 and regulated as dangerous waste or extremely Hazardous Waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.

“Multi-Family Premises” means a residence containing five (5) or more dwelling units. Each dwelling within a Multi-Family unit will be charged as a Single-Family Premises unless all of the containers are placed in one location for pickup. In such case they will be charged at the Multi-Family Recyclables Collection Rate. Individual Multi-Family units must all be on the Single-Family unit Rate or the Multi-Family Recyclables Collection Rate. The City will make final determination of the classification of a residence as a Single- or Multi-Family Premises.

“Organic Waste” means Food Waste and Yard Debris. Organic Waste excludes any Unacceptable Waste.

“Overage” means (i) Recyclables or Organic Waste that exceeds a Cart’s intended volume capacity, such that the lid is lifted by at least six inches (6”), or would be lifted by at least six inches (6”) if there was a lid, or (ii) Recyclables or Organic Waste placed on top of or in the immediate vicinity of a Cart.

“Overweight Containers” means a Container filled to exceed its intended weight capacity. If the total weight of the Container and contents exceeds two times the capacity of said Container (e.g., 192 pounds for a 96-gallon Cart), that is an Overweight Container.

“Pick Up (Stop)” means a collection of one or more containers from a Residential location. One Pick Up may include more than one container or extra bag or bundle

“Premises” means any parcel of real property in the Service Area where Recyclables (and Organic Waste, if applicable) are generated, deposited, accumulated, or otherwise coming to exist.

“Process”, “Processed” or “Processing” means an operation or series of operations, whether involving equipment, manual labor, and/or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages, or otherwise prepares, Recyclables, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time Recyclables are delivered to the Processing facility and ends when the finished Processed materials are sold or reused, and any residue is properly disposed.

“Processing Facility” means a facility designed for centralized Processing of collected Recyclables for marketing. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.

“Rates” means the costs to be charged to, and paid by, Customers and/or City to the Contractor for the

Collection Services and other services that the Contractor may provide to Customers, as set forth in the Rate Schedule in **Exhibit A** of this Agreement, as may be adjusted pursuant to the terms of this Agreement.

“**Recyclables**” means the materials specified in **Exhibit B** of this Agreement, as may be amended from time-to-time by agreement of the Parties.

“**Service Area**” means (i) the entire area included within the City limits as at the Commencement Date of this Agreement; (ii) any such additional area as may thereafter become included within the City limits from time to time due to annexation, incorporation or other means, but only from and after the time that the Contractor is lawfully permitted to provide Collection Services to any such additional area.

“**Single-Family Premises**” means Premises in the Service Area with less than five (5) Dwelling Units, where each Dwelling Unit is occupied individually by a renter or owner, receives individual Collection Services and is billed individually.

“**Single Stream Recycle**” means the recycling system in which residents set out Recyclables in one container without further sorting by Customers, and the materials are later processed at a processing facility into their individual marketable commodities.

“**Unacceptable Waste**” means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or Hazardous Waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations, or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage or threatened damage to the Contractor’s equipment or facilities, or present a substantial endangerment to the health or safety of the public or the Contractor’s employees. Title to and liability for Unacceptable Waste shall always remain with the generator of such Unacceptable Waste.

“**Yard Debris**” means leaves, grass and clippings of woody, as well as fleshy plants. Unflocked holiday trees are acceptable. Materials larger than 4” in diameter or 4’ in length are excluded. Bundles of Yard Debris up to 2’ x 2’ x 4’ in dimension shall be allowed and shall be secured by degradable string or twine, not nylon or other synthetic materials. Kraft paper bags may be used to contain Yard Debris.

TERMS AND CONDITIONS

1. **TERM.** The initial Term of this Agreement shall be for a period of five (5) years, commencing on the Commencement Date and, unless sooner terminated in accordance with the provisions of this Agreement, expiring on the same day five (5) years later. Upon expiration of the initial term, the Parties may, upon mutual written agreement, extend the Term of this Agreement for up to two (2) additional two-year periods. The Parties shall agree to each extension term no later than six (6) months prior to the expiration date of the then-current term. Any extension granted shall be under the original terms and conditions of this Agreement or as the Agreement may have been amended at the time of the extension.

2. COLLECTION SERVICES.

2.1 **Collection Right.** The Contractor has the exclusive right, consistent with the Franchise, to collect and haul on the city streets, all residential, multi-family and commercial collected Recyclables and all residential and multi-family and commercial Organic Waste generated in the City. When requested in writing by the Contractor, the City will use reasonable efforts to protect this right of the Contractor.

- 2.2 Annexation. If, during the term of the Agreement, additional territory is added to the City through annexation or other means within which the Contractor has an existing WUTC certificate or other franchise for Recyclables collection at the time of annexation, the Contractor shall, from the date of annexation, make collection in the annexed area in accordance with the provisions of this Agreement at the rates set forth in this Agreement.

This Agreement is in lieu of a franchise as provided in RCW 35A.14.900. The Contractor agrees that their WUTC certificate applicable to those areas shall be cancelled effective on the date of annexation by the City. The Contractor expressly waives and releases its right to claim any and all damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any preexisting permit or franchise held by the Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly annexed territory.

If, during the term of the Agreement, additional territory is added to the City through annexation within which the Contractor does not have an existing WUTC certificate or other franchise for Recyclables or Organic Waste Collection, then, upon written notification from the City, the Contractor agrees to make collections in such annexed areas in accordance with the provisions of this Agreement at the unit price set forth in this Agreement. The City will indemnify, hold harmless and defend the Contractor from any and all claims, actions, suits, liability, loss, costs, expenses and damages, including costs and attorney fees arising out of the Contractor's service in such annexed territory under this Agreement.

In the event that additional territory is added to the Agreement Service Area, the City acknowledges that equipment, such as Agreement -compliant vehicles and Containers, may take time to procure; and therefore, shall not charge liquidated damages as outlined in Section 18 to the Contractor for reasonable delays in the provision of Collection Services to annexed areas covered by this section due to procurement delays that are not within the control of the Contractor.

- 2.3 Illegal Weights. The Contractor shall not be required to haul Containers or any loads which are filled to a weight which exceeds the legal weight limit for the trucks provided by the Contractor.

3. SINGLE-FAMILY PREMISES SERVICES

- 3.1 Single-Family Recycling Service. The Contractor will provide Recyclables Collection Services to Single-Family Premises within the Service Area.

- 3.2 Optional Organic Waste Service. All Single-Family Premises in the Service Area that receive Recyclables Collection Services shall have the option to subscribe and pay for Organic Waste Collection Services by the Contractor, pursuant to this Agreement.

- 3.3 Single-Family Premises: Collection Services.

- (a) Carts. The Contractor shall provide each Single-Family Premises Customer with one (1) 96-gallon Cart designated for the Collection of Recyclables. The Contractor shall provide each Single-Family Premises Customer with one (1) 96-gallon Cart designated for the Collection of Organic Waste upon Customer subscription. Residents may use their own containers (32-gallon equivalent bag/box/can) for extra materials. The cost of providing one (1) Cart for

Recyclables and one (1) Cart for Organic Waste is built into the rate of the Agreements and the Contractor may not charge additional fees for such Carts.

A customer may contact the City to request additional Carts for Recyclables or Organic Waste. Each additional Cart shall be charged per the rate schedule in Exhibit A.

All Carts shall be in a readily identifiable color to help identify the program, and will have stickers with the type of material to be recycled. The plastic materials used in the recycling carts shall be durable, ultraviolet light stabilized, and manufactured using recycled plastic where possible. Carts must be approved by the City.

(b) Cart Ownership and Distribution.

- i. The Contractor shall provide procurement and distribution services for Carts to all eligible Single-Family Premises in the Service Area. The Carts shall be provided throughout the term of the Agreement to all new eligible Single-Family Premises and on a replacement basis, within seven (7) days of Customer request.
- ii. As part of the Contractor's distribution services, the Contractor shall use all reasonable efforts to minimize Cart loss. The Contractor shall own the Carts. At the end of the Agreement term all Carts, both distributed and undistributed, shall remain the property of the Contractor.

(c) Cart Replacement shall be made on the following basis:

- i. Replacement necessitated by Cart damage due to Contractor negligence shall be made at the Contractor's expense.
- ii. Replacement necessitated by Cart damage or loss due to Customer negligence shall be at the Customer's expense. Such replacement shall be noted and billed to the City, which will include the costs in the Customer's billing.
- iii. The City may make exceptions to these conditions and approve any replacements to be at the City's expense.

(d) Customer Cleanup. Contractor shall notify City in cases of on-going excessive filling or spillage of Recyclables or Organic Waste by Customers. The City shall notify said Customers and make a reasonable effort to resolve the problem.

(e) Special Residential Collection Services. Door Step Collections will be provided as requested by the City, to those Single-Family Premises where there are handicapped or elderly people who cannot move their Recyclables Carts or Organic Waste Carts to the Curb. Single-Family Premises which are geographically located so as to make moving Carts to the Curb an unreasonable physical hardship must apply to the City for the special collection services and submit documentation to justify their application. Single-Family Premises which qualify for this service will be determined by the City, based on submitted documentation. Collection from Single-Family Premises who have qualified and received a waiver from the City shall receive collection services from a location of convenience as approved by the City and Contractor.

Door Step Collection for Single Family Premises which does not qualify for a waiver but are

preapproved by the City, shall be compensable to the Contractor, per the rate schedule in Exhibit A.

- (f) Missed Collections. In the case of alleged missed collections, Contractor shall investigate, and, if such allegations are verified, Contractor shall then arrange for the Collection of the subject materials no later than 7:00 p.m. the next business day.

If the Contractor is requested by the City to make a return trip due to no fault of the Contractor, the Contractor shall be permitted to charge a return trip fee per the rate schedule in Exhibit A.

- (g) Additional Recyclable Materials and Organic Waste. After maximizing the use of their Recycling and/or Organic Waste Cart(s):
 - i. Customers who have a large amount of Cardboard or other Recyclables may bundle this material up or place in a Customer-owned container (32-gallon equivalent bag/box/can) and leave it beside the Recycling Cart for pickup and Contractor shall pick up such additional Recyclables at its regular collection time. Rates for such services shall be per the Rate schedule in Exhibit A.
 - ii. Customers who have extra Organic Waste may bundle or place in Kraft bags as described in Definitions, Yard Waste, or Customer-owned container (32-gallon equivalent bag/box/can) and placed beside the Organic Waste Cart for pickup. Contractor shall collect at the regularly scheduled time. Rates shall be as listed in Exhibit A.

4. MULTI-FAMILY AND COMMERCIAL RECYCLABLES COLLECTION SERVICES

4.1 Special Provisions for Multi-Family and Commercial Recyclables Collection Services.

- a) The Multi-Family Recyclables program will serve all Multi-Family Premises that request to participate.
- b) A mobile home park is considered a Multi-Family Premise when the collection point is set as a central location and residences are not each provided a Cart. These premises are eligible to subscribe to Multi-Family Premises Recyclables Collection Services.

4.2 Multi-Family Premises and Commercial Premises Participation.

- a) Before the Contractor can establish a Multi-Family Premises or Commercial Premises collection site, property owner or manager permission will be required. Owners will be required to provide:
 - i. Siting of Recyclables containers (site will be agreed upon by both owner and Contractor).
 - ii. Training of property custodial staff to support recycling efforts.
 - iii. Assistance to distribute educational materials to tenants.

Multi-Family Premises can become ineligible as a result of high levels of contaminated materials. The Contractor agrees to provide at least three warnings before terminating service, and the decision to terminate service shall be within the reasonable discretion of the Contractor. The Contractor may charge the Customer a Contamination Charge, as listed in Exhibit A, after giving the Customer three (3) notices

of Contamination.. City shall be notified of pending terminations at least thirty (30) days prior to the effective date of such termination

4.3 Multi-Family and Commercial Detachable Containers.

- a) The Contractor shall provide and retain ownership of recycling Detachable Containers.
- b) The Contractor shall deliver to Multi-Family Premises and Commercial Premises on request and contingent on City approved location for the Detachable Containers.
- c) The Contractor will only be required to provide steel recycling containers to sites that may effectively use the system, otherwise Single Stream Recycle Carts will be supplied. This will be determined by the Contractor in its sole discretion.
- d) Replacements necessitated by Detachable Container damage due to Contractor negligence shall be made at the Contractor's expense. Replacement necessitated by Detachable Container damage or loss due to Customer negligence shall be at the Customer's expense.
- e) After maximizing the use of their recycling Detachable Container, Customers who have a large amount of Cardboard or other Recyclables may bundle this material up and leave it beside the Detachable Container for pickup and Contractor shall pick up such additional Recyclables at its regular collection time. Rates for such services shall be per the Rate schedule in Exhibit A.

5. **SERVICE SCHEDULES; RECYCLING & ORGANIC WASTE SPECIFICATIONS**

5.1 Schedule and Location of Recyclables Collection Services. The Contractor shall perform Recyclables Collection Services every other week, from the Curbside from each Customer, on the same day as regular garbage pickup. Except as otherwise provided in this Agreement, Collection Services shall occur no earlier than 5:00 a.m. for certain Commercial Premises and no earlier than 6:00 a.m. for and will be completed no later than 7:00 p.m. on scheduled collection days.

5.2 Schedule and Location of Organic Waste Collection Services. Organic Waste (Yard Debris and Food Waste) shall be collected weekly. Organic Waste will be collected Curbside from Single-Family Premises Customers that subscribe to Organic Waste Collection Services, on the same day of recycling collection. Organic Waste Collection Services shall occur during ordinary working hours but in no instance earlier than 6:00 am.

5.3 Recyclables. The Contractor shall collect the list of Recyclables included in Exhibit B.

5.4 Contamination; Overage; Overweight Container.

(a) Contamination. The Contractor is not obligated to collect Contaminated Containers.

If the Contractor elects not to collect a Contaminated Container or an Overweight Container, it shall notify the Customer explaining why. Such notice may be provided by Container tag, email or other method of communication.

- (i) If the Contractor services a Container and subsequently discovers 10% or more of the material is Contaminated in the truck hopper at its top, the Contractor may charge the Customer a Contamination Charge, provided the Customer has received at least three (3)

warnings before applying a charge.

(ii) For Multi-Family and Commercial Recyclables Collection Services, if there have been more than three (3) documented instances of a contaminated Container with any one Customer in a twelve (12) month period, the Contractor may discontinue Organic Waste Collection Services for such Customer and remove their Container(s). The decision to terminate service shall be within the reasonable discretion of the Contractor. After one (1) year the City may petition the Contractor to reinstate such service.

(iii) If a Single-Family Residence Customer receives six (6) or more Contamination charges in a (12) month period, the City may notify the Contractor to discontinue Recyclables and to remove their Container(s). After one (1) year the City may petition the Contractor to reinstate such service.

(b) Overage. The Contractor is not obligated to collect Overage, unless caused by Contractor spillage of non-overloaded Carts or Detachable Containers during collection. If the Contractor elects to collect Overage, it may charge for any such Overages, pursuant to the Rates; provided, however, the Contractor must have photographic evidence of an Overage (which will be provided to the City upon request).

(c) Overweight Container. The Contractor may elect not to collect any Cart and/or Detachable Container that the Contractor reasonably believes to be overweight. A Cart and/or Detachable Container shall be considered "overweight" if the total weight of the Cart or Detachable Container, and its contents, exceeds two times the stated capacity of said Cart or Detachable Container (e.g. 192 pounds for a 96-gallon Cart). The Contractor shall provide notification to Customers of any such instance of non-collection.

5.5 Unsafe Conditions. The Contractor may elect not to perform Collection Services at any locations identified by the Contractor, acting reasonably, where it is impractical to operate the Contractor's collection vehicles due to the conditions of public streets. The Contractor may also elect not to drive onto private property where driveways or roads do not have adequate turnarounds or if any other unsafe conditions exist.

5.6 Inclement Weather and/or Road Conditions.

(a) When the City and the Contractor, by mutual consent determine that an inclement weather condition exists which may prevent the Contractor from making a regular collection, the Contractor shall make collection on the next regularly scheduled collection day. The City shall not withhold or delay its consent when Contractor believes that weather conditions are such that continued operation would result in danger to Contractor's staff, area residents or property. In that event, Contractor shall only collect in areas that do not pose a danger. Contractor shall notify the City by telephone of the areas not to be served by 6:00 a.m. on the same business day. Once Contractor vehicles are on-route, areas intentionally missed due to hazardous conditions and not previously reported to the City shall be approved by a route supervisor and reported to the city not later than 12:00 p.m. (noon) on the same business day. When service is resumed, the Contractor shall take reasonably accumulated excess volumes of materials in bags, boxes, and other secure wrappers and shall empty temporary receptacles that customers have used when the regular carts and containers have been filled.

(b) Adequate provisions shall be made by the Contractor to provide special make-up collections when Recyclables and Organic Waste have not been collected at the regularly scheduled collection day. To

the extent that regular service schedules are interrupted by snow, ice and other weather conditions, an approved special collection schedule shall be developed and implemented as soon as conditions allow.

- (c) At the discretion of the City, and when Curbside services have been temporarily cancelled, a collection point for residential customers may be established after multiple days of inclement weather. When established, and if weather permitting, the Contractor shall provide appropriate equipment to collect self-haul single stream recycle materials from City residents. If the Contractor is unable to provide appropriate equipment for Recyclables collection, the City may provide Detachable Containers for collection and the Contractor will provide Collection Services at their discretion when weather permits.
- (d) The Contractor agrees that it will provide notice to the City designee as soon as is reasonably possible of any interruptions to regularly scheduled collections, such notice can be made telephonically or by electronic mail. The Contractor will furthermore provide notice to Multi-Family Premises and Commercial Premises Customers that have subscribed for Recyclables and/or Organic Waste Collection Services of such interruption as soon as is reasonably possible and in a manner that is reasonably likely to inform Customers of the interruption (such as posting notice on the Contractor website, for example).

5.7 Dangerous Animals. The Contractor shall not be required to enter any Premises to perform Collection Services while any animal considered, or feared to be, vicious is loose on any such Premises.

5.8 City Services.

- (a) Collection Services. The Contractor shall provide Collection Services, at no additional cost to the City, for each City Facility, as set forth in Exhibit C.
 - (i) Contractor shall not charge the City for any Recyclables collected from City Facilities. City Facilities may be added or removed during the Agreement Term if purchased, acquired, constructed, sold, or otherwise disposed of by the City.
 - (ii) Contractor shall provide for Recyclables Collection Services at the City events. Preference for rate shall first be that of the contracted rate schedule. As agreed between the City and the Contractor, Contractor may instead participate as a partner of the event and will be included in City media publications as is applicable for the event, subject to Contractor's approval of any such promotional materials.

5.9 Pilot Project. The Contractor shall cooperate with the City in the development of special pilot projects and in the performance of additional collection services associated with such projects. The Contractor shall negotiate fairly for a reasonable increase in compensation for the performance of such services.

5.10 Operational Standards.

- (a) Compliance with Applicable Law. The Contractor shall perform the Collection Services in accordance with Applicable Law.
- (b) Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to perform the Collection Services in a safe and timely manner.

- (c) Spills or Leaks. Any contents spilled or fluids leaked from the trucks shall be cleaned up immediately in a professional manner. If Contractor fails to initiate clean up of any scattered or spilled material or leaked material or fluids within three hours after oral or written notice (email is acceptable) from the City, the City may cause such work to be done and deduct the reasonable cost thereof from any payments due and owing , in addition to any other remedies provided herein.
- (d) Supervision. The Contractor shall be responsible for providing appropriate supervision of its crews, as required, during their performance of the Collection Services.
- (e) Holiday Schedule. The Collection Services will not be performed on the following holidays: New Year's Day, Thanksgiving Day and Christmas Day. When the day of collection is on, or following a legal holiday, the Contractor may reschedule the remainder of the week of regular collection to the next succeeding workday, which shall include Saturdays.
- (f) Complaints. Any complaints regarding Multi-Family Premises or Commercial Premises Collection Services shall be directed to the Contractor. The Contractor agrees to maintain a written log of any oral and/or written complaints it receives from the City or the public ("**Complaint Log**"). The Contractor shall be responsible for the prompt and courteous attention to and resolution of any such complaints. The Contractor shall respond to complaints, other than missed pickups, within twenty-four (24) business hours. In the event of a missed pickup, the Contractor shall complete the pickup the next business day if a complaint is received by 12:00 p.m. on a collection day or within 48 hours (business days only) if a complaint is received after 12:00 p.m.
- (g) Customer Service Website. The Contractor shall provide a customer-friendly website accessible to Customers twenty-four (24) hours per day, seven (7) days per week, containing information specific to the Collection Services, including contact information, collection schedules, material preparation requirements, available services, options, Rates, inclement weather-related service changes/updates and other useful information for Customers, including a link to the City's website. The website shall include an email function to enable Multi-Family Premises and Commercial Premises Customer communication with the Contractor and the ability for Multi-Family Premises and Commercial Premises Customers to submit change of service requests (billing and new service set up/service cancellation requests included).
- (h) Community Outreach. The Contractor acknowledges that education and public awareness are essential elements of achieving recycling goals.

The Contractor shall provide on-site or virtual technical assistance to Commercial and Multi-Family Premises Customers upon a request by the City. The Contractor agrees to provide recycling education resources to community groups and local elementary schools, upon the City's request, at no cost to the City.

Contractor shall provide one (1) education /outreach action per year, City specific recycling education publications, literature drops at Premises, or other City-approved options listed in Exhibit D. Content of materials shall be approved by the City in writing prior to publication. Additional agreed upon education actions may be implemented, such as targeting new residents or recycling incentives programs.
- (i) Processing of Recycling and Organic Waste. Contractor shall haul all collected Recyclables to a Recyclables Processing Facility or end market for sale or reuse, or to an intermediate collection center for later delivery to a Recyclables Processing Facility or end market.

- i. Except for contaminated Recyclables, Contractor may not transport the Recyclables to a mixed municipal solid waste disposal facility. Contractor or its subcontractors shall not landfill, incinerate, compost or make fuel pellets out of the Recyclable Materials. All costs of transporting and depositing the Recyclables with the Recyclables Processing Facility or the end market shall be at the sole expense of the Contractor.
- (j) Marketing. The Contractor shall be responsible for the marketing and sale of Recyclables to market. The Contractor shall not under any circumstances be allowed to dispose of any reasonably uncontaminated collected Recyclables collected pursuant to this Agreement by landfilling. If the City determines that the Contractor has landfilled collected Recyclables, appropriate liquidated damages will be assessed as specified in this Agreement.

6. RECORDKEEPING AND REPORTING.

6.1 Weekly Billing Report. The Contractor shall submit by 8:00 a.m. on the Wednesday of each week and second workday of each month, an excel file of “extra” charges, including Overages, Return Trip charges and contamination charges, and all other applicable charges recorded during the previous week and month. These weekly and monthly submittals must include:

- a) City Account Number
- b) Service Address
- c) Quantity of extra units of Recyclables
- d) Quantity of extra units of Organic Waste
- e) Quantity of return trip units
- f) Quantity of Contamination charges
- g) Quantity of Warnings
- h) Total charge to City

The City shall review and approve the format of the weekly billing report.

6.2 Monthly Reports. Contractor shall submit a report monthly in compliance with:

- a) Log of all complaints, including nature of the complaints, to include the following:
 - i. Names, addresses, and contact numbers of the complainants
 - ii. The date and time received
 - iii. Contractor’s response; and the date and time of the response
- b) List of Multi-Family Premises and Commercial Premises accounts
 - i. Customer Name
 - ii. Address
 - iii. Service levels
- c) Total number of Recycle/Yard Waste customers
- d) Total number of extras charged Recycle/Yard Waste
 - i. Extra Carts
 - ii. Overages
 - iii. Contamination charges

6.3 Weight Records. Contractor will keep accurate records of the weights and types of Recyclables collected in the City. Collected Recyclables will be weighed after completion of a route or at the end of the day, whichever occurs first, on a certified scale. All Recyclables collected in the City shall be weighed separately from Recyclables collected in other geographic areas. A copy of each weight ticket for separated Recyclables shall be kept on file, as shall records of facilities that the Recyclables are taken to and the recyclable markets used for recyclables generated in the City and/or amount of City recyclables stored by those facilities.

Contractor shall participate once per calendar year with the City in tests such as waste sorts to confirm the methodology and accuracy of the above data for weights of recyclables or to identify opportunities to increase recycling.

7. THE RATES.

7.1 The Rates. The Contractor shall charge for Collection Services pursuant to the Rates, as shall be amended from time to time, in accordance with this Agreement.

7.2 Annual Rate Adjustment. Commencing on October 1, 2024, and on the same date annually thereafter (each, an “**Adjustment Date**”), the Rates, as adjusted hereunder, shall be automatically increased by a percentage equal to the percent change in the average Consumer Price Index for Urban Consumers: Water and Sewer and Trash Collection Services (“CPI”) (Series CUUR0000SEHG), as published by the United States Department of Labor, Bureau of Labor Statistics. The first adjustment of the Rates will be based on the change in CPI, as described above, of June of the current year published index compared to June of the prior year published index. Adjustments to the service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when calculating CPI adjustments. Annual CPI adjustments shall never be negative. In the event the CPI index series decreases year-on-year, there shall be no CPI adjustment that year.

7.3 City Franchise Fee. Commencing with the contract year beginning January 1, 2024, and annually for each year of the Agreement term thereafter (including any extension period), Contractor shall pay to the City an annual franchise fee of ten percent (10%) of the compensation paid by the City to the Contractor for the services provided to Customers as contemplated in this Agreement. The annual franchise fee shall be paid in two (2) installments, the first payment due on the 15th of July for the months of January through June, and the second payment due on the 15th of January for the months of July through December for each year of the Agreement. Said franchise fee shall be prorated for both the first year and final year of the term of this Agreement.

7.4 Extraordinary Rate Adjustment: The Contractor's service rates set by this Agreement are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, the Contractor's rates under this Agreement may, upon written request of the Contractor, approval of which shall not be unreasonably withheld, be further adjusted for any increased expenses associated with performance of the services hereunder due to any one or more of the following causes:

- a) material changes in the Contractor's costs resulting from a Force Majeure event;
- b) changes in the scope or method of services provided by the Contractor, changes in the Franchise Fee, or other changes or fees required, initiated, or approved by the City;
- c) any material change in law, statute, rule, regulation, ordinance, order, or requirement of any federal, state, regional or local government that is effective after the Effective Date of this Agreement;

- d) a material increase in the volume of Recyclable Materials or Yard Waste collected by the Contractor hereunder, whether caused by customer growth and/or annexation; or
- e) any other extraordinary circumstances or causes or reasons that are not with the reasonable control of the Contractor.

If the Contractor requests an adjustment due to the extraordinary circumstances set forth above, the Contractor shall prepare a Rate adjustment request setting forth its calculation of the increased or decreased costs and accompanying the rate adjustment necessary to offset such increased or decreased costs. The City may request documentation and data reasonably necessary to evaluate such request by the Contractor and shall act within ninety (90) days of receipt of the request from the Contractor to either approve or disapprove the request, provided that approval shall not be unreasonably withheld.

7.5 Contractor Payment. For and in consideration of the services to be performed by Contractor pursuant to this Agreement, the City agrees to make payment to the Contractor as follows:

- a) The rate schedule, for the entire term, including the extension, subject only to CPI adjustment and the extraordinary rate adjustment pursuant to Section 7.4, is attached hereto as Exhibit A.
- b) Within four (4) working days after the first of the month, Contractor shall submit itemized invoices to the City of Marysville for services rendered to Single-Family Premises Customers, for the prior month.
- c) After submittal of such invoices by the 4th working day of the month, the City shall, on or about the 30th day of that month, deliver to the Contractor payments of an amount equal to such invoices, adjustments and/or claims, and also less any sums that have been deducted as provided for in this Agreement.

8. CUSTOMER SERVICE AND BILLING.

8.1 Commercial/Multi-Family Premises Customer Service. The Contractor shall maintain a toll-free customer service telephone number for Multi-Family and Commercial Premises Customers to call and shall always be available during office hours (Mon-Fri 7:00 a.m. to 7:00 p.m.), and shall have a sufficient number of English and Spanish-speaking representatives available to handle the volume of Multi-Family and Commercial Premises Customer calls the Contractor typically experiences for an area comparable in size and population to the Service Area. The Contractor shall provide all customer service functions for Commercial and Multi-Family Premises Customers, including, but not limited to:

- (a) Answering telephone calls and responding to email requests from Multi-Family and Commercial Premises Customers;
- (b) Informing Multi-Family and Commercial Premises Customers of current and new services and Rates;
- (c) Handling new Multi-Family and Commercial Premises Customer service subscriptions and service cancellations;
- (d) Receiving and resolving Multi-Family and Commercial Premises Customer complaints;
- (e) Multi-Family and Commercial Premises Customer Billing; and
- (f) Maintaining a current and user-friendly customer service website.

The Contractor shall provide the above services at the Contractor's sole cost, such cost being included in City of Marysville and WMW Recycling and Organics Collection Contract January 2024 – January 2029

the Rates.

8.2 Customer Billing. The City shall be responsible for all billing functions related to the Collection Services for Single-Family Premises customers. The Contractor shall direct all customer service requests from Single-Family Premises customers to the City.

9. AMENDMENTS.

The City reserves the right to amend, change and modify its Recyclables rates charged to users from time to time, and to make such adjustments as it may deem necessary in such rates. The payments due the Contractor, however, are not intended to correspond to the rates charged to Customers.

Except as specified above, this Agreement may be modified or amended only by a written agreement duly executed hereto by authorized representatives of the Contractor and the City.

10. DEFAULT; TERMINATION.

The Contractor shall be in default of this Agreement if it violates any provision of this Agreement. The City reserves the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, the City shall give the Contractor ten (10) days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise that does not allow ten (10) days prior written notice, the City shall immediately notify the Contractor of its intent to exercise its rights immediately. If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City may opt to not exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period, or does not undertake efforts satisfactory to the City to remedy the stated reason, then the City may at its option terminate this Agreement.

The City shall be entitled to recover from the Contractor and the surety on the Contractor's performance bond as damages all expenses incurred, including reasonable attorney's fees, together with all such additional sums as may be necessary to complete the services provided under this Agreement, together with any further damages sustained or to be sustained by the City.

If City employees provide Recyclables or Organic Waste collection, the actual incremental costs of City labor, overhead, and administration shall serve as the basis for a charge to the Contractor and the surety on the Contractor's performance bond.

11. INSOLVENCY OF CONTRACTOR; TERMINATION AGREEMENT.

Either the appointment of a receiver to take possession of all or substantially all of the assets of Contractor, or a general assignment by Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act shall constitute a breach of this Agreement by Contractor and shall, at the option of City, terminate this Agreement.

12. INDEPENDENT CONTRACTOR.

The Contractor shall perform the Collection Services as an independent contractor. The Contractor, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. The Contractor shall at all times have exclusive control of performance of the Collection Services. Nothing in this Agreement

shall be construed to give the City any right or duty to supervise or control the Contractor, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which the Contractor performs its obligations under this Agreement.

13. SUBCONTRACTORS.

The Contractor shall not use subcontractors to perform the Collection Services described hereunder unless the Contractor has obtained prior written approval from the City, which approval shall not be unreasonably delayed or withheld. If written approval is obtained, the Contractor shall remain liable to the City for the subcontractor's performance of the Collection Services as if such services were being provided by the Contractor.

14. PERFORMANCE BOND.

Before the Agreement between Contractor and the City shall be valid or binding against the City, the Contractor shall furnish unto the City a proper performance bond to be approved by the City conditioned that the Contractor shall faithfully perform all the provisions and terms of the Agreement and related documents and pay all laborers, mechanics and subcontractors, and all persons who shall supply such Contractor with provisions and supplies for the carrying on of such work. The bond shall be signed by the Contractor and two (2) or more good and sufficient sureties, or with a Surety Company. Said bond shall at all times be kept in full force and effect during the term of the Agreement and any renewal and extension thereof and shall be in the amount of five hundred thousand dollars (\$500,000.00).

15. FORCE MAJEURE.

Provided that the requirements of this section are met, the Contractor shall be excused from performance and shall not be liable for failure to perform under this Agreement if Contractor's performance is prevented or delayed by acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, or other natural disasters (or the imminent threat of such natural disasters), pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Agreement, it shall give the City promptly written notice of the Force Majeure event, describing it in reasonable detail. The Contractor's obligations under this Agreement shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists. The City and the Contractor will engage in disaster preparedness planning to address service response in the event of an emergency or Force Majeure in an effort to minimize interruptions in performance under this Agreement. No charges will accrue to the City or any Customers while services are suspended due to a Force Majeure event.

16. INDEMNIFICATION.

16.1 Indemnification and Hold Harmless. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, collectively "Claims", including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Contractor in performance of this Agreement, provided, however, that:

- a) Contractor's indemnification of the City does not extend to Claims based upon or

arising from Unacceptable Waste, the title and liability to which remains with the generator.

- b) Contractor's obligation to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from concurrent willful or negligent acts or actions of the Contractor and the City shall only apply to the extent of the Contractor's negligence of willful acts or omissions.
- c) Notwithstanding any provision in this Agreement to the contrary, Contractor shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.

16.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.

16.3 The provisions of this Section 16 shall survive the expiration or termination of this Agreement.

16.4 The Contractor hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "16.1" of this Section 16. This waiver has been mutually negotiated by the parties.

16.5 _____ (City Initials) _____ (Contractor Initials)

17. INSURANCE.

17.1 **Insurance Term.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees.

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

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

(a) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 20 or a substitute form providing equivalent liability coverage.

(b) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the Services performed for the City.

(c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of

Washington.

- (d) Contractor's Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor.
- (e) Hazardous Waste Hauling. To the Automobile Liability Minimum Scope of Insurance, add Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability – Broadened Coverage for Covered Autos Endorsement CA 99 48 and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

17.4 Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

- (a) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.
- (b) Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.
- (c) Contractors Pollution Liability. The Pollution Legal Liability shall be written in an amount of at least \$3,000,000 per loss, with an annual aggregate of at least \$3,000,000. Coverage may be written on a claims made basis.

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

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

17.7 Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the services contemplated herein.

17.8 Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation within five (5) business days of the Contractor's receipt of such notice.

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

17.10 Insurance to be Occurrence Basis. Unless otherwise provided in this Section 17 or approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

18. LIQUIDATED DAMAGES.

18.1 Because a breach of the obligations as contemplated herein would cause serious and substantial damage to the City and its residents, and the nature of the obligations would render it impractical or extremely difficult to fix the actual damage sustained by the City by such breach, the Contractor shall agree that in the case of any such breach, the City may elect to collect liquidated damages for each such breach and the Contractor will pay to the City as liquidated damages and not as a penalty, the amounts set forth below, such sums being agreed as the amount which the City will be damaged by such breach. An election to seek such remedies shall not be construed as a waiver of any legal remedies the City may have as to any subsequent breach of service under this Agreement.

Failure to respond to legitimate service complaints within 24 hours (business days only) in a reasonable and professional manner.	\$50.00 per incident.
Failure to collect missed collections within twenty-four (24) hours (regular service days only) of notification to Contractor if Contractor is notified before noon; if notified later than noon, by the end of the next day of regular service. (This excludes collection days prevented by snow and ice, holiday rescheduling and construction).	\$250.00 each not to exceed thirty (30) complaints per truck per day, or actual City Collection costs, if greater.
Repetition of complaints on a route after notification including, but not limited to, not replacing recyclable Carts or Detachable Containers in designated locations, spilling, not closing gates, crossing planted areas, or similar violations.	\$50.00 each not to exceed \$5,000 per vehicle.
Failure to provide monthly/annual reports.	\$250.00 per day past deadline.
Commencement of residential collection prior to 6:00 a.m. or after 7:00 p.m. Also applies in other areas within 300 feet of residential sections.	\$1250.00 per incident (each truck on each route is a separate incident).
Failure to collect Container spillage consistent with the provisions of this Agreement.	\$25.00 per incident.

Failure to clean up environmental spills caused by collection operations.	\$250.00 per incident.
Collection from residential premises on other than the day specified without appropriate notice as specified in this Agreement.	\$250.00 per block segment.
Failure to collect within twenty-four (24) hours (regular service days only) after notification of a missed collection of an entire block segment of 1-4 unit residences if missed collection if Contractor is notified before noon; if notified later than noon, by the end of the next day of regular service.. (This excludes collection days prevented by snow and ice, holiday rescheduling and construction).	\$ 1,000.00 per block segment if not completed the next business day.
Failure to collect City List of standard Recyclables within one month of notification of a change to the list.	\$100.00 per week of non-collection.
Collection of material set out for pick up under different collection program, if clearly marked for recycling or charitable purposes if self-evident.	\$25.00 per incident, up to a maximum of \$750.00 per truck per day.
Failure to deliver/replace/clean Recycling or Organic Waste Carts within seven (7) business days of notice.	\$25.00 per cart, per day.
Intentional or material misrepresentation by Contractor of records.	\$500.00 per incident report.
Failure to clean or replace Detachable Containers within seven (7) business days of notification by City.	\$25.00 per container per day.
Failure to maintain clean and sanitary cleaning facilities and vehicles.	\$50.00 per vehicle and \$1,000.00 per facility.
Landfilling uncontaminated Recyclables or Organic Waste	\$1,000.00 per incident.

Fines may be levied if documented in an incident report presented by the City to the Contractor. The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's compliance with the Agreement terms.

Such liquidated damages as the City shall elect to collect shall be deducted from the next monthly payment made to the Contractor.

19. DISPUTES.

City of Marysville and WMW
 Recycling and Organics Collection Contract
 January 2024 – January 2029

To prevent all disputes or litigation, it is understood that all questions arising as to the proper performance and the amount of work to be paid for under this Agreement shall be subject to the following dispute resolution process:

When a dispute or question arises, the Public Works Director of the City and the Operations Manager of the Contractor shall confer in an effort to resolve the dispute or question.

If the Public Works Director of the City and Operations Manager of the Contractor cannot resolve the dispute or question, then the Chief Administrative Officer of the City and the General Manager for the Contractor shall confer a sufficient number of times as is necessary to either resolve the dispute or question, or determine that they are unable to resolve the dispute or question.

If the Chief Administrative Officer of the City and the General Manager of the Contractor cannot resolve the dispute or question, then any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation. If any dispute cannot be resolved through this Section 20, then either Party may seek any available legal remedy.

20. GENERAL PROVISIONS.

20.1 This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

20.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

20.3 Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address, to the Party's address shown below:

If to CONTRACTOR: Waste Management of Washington, Inc.
Attn: Area Director, Public Sector Services
720 4th Avenue, Ste 400
Kirkland, WA 98033

with a copy to:

Waste Management of Washington, Inc.
Attn: Senior Legal Counsel
720 4th Avenue, Suite 400
Kirkland, WA 98033

If to the City: City of Marysville
Attn: City Clerk
501 Delta Avenue
Marysville, WA 98270

20.4 This Agreement may not be assigned or transferred by Contractor, without the prior written consent of the City. The City may withhold its consent to assignment or transfer of this Agreement in its sole discretion. Notwithstanding the foregoing, Contractor may assign this Agreement to a subsidiary or

corporate affiliate of Contractor without the prior consent of the City, and this Agreement shall be binding upon the Parties and their respective successors and assigns.

- 20.5 Time is of the essence in the performance of this Agreement.
- 20.6 Contractor's performance of duties as described herein shall be consistent with and in accordance with the Marysville Municipal Code (including but not limited to Chapter 7.08 of the Marysville Municipal Code) and any amendments thereto, and the City furthermore reserves municipal authority to enact general municipal ordinances and resolutions affecting all businesses and persons in the City.
- 20.7 This Agreement constitutes the entire agreement between the Parties. Except as expressly provided herein, no alteration or modification of this Agreement shall be effective unless such modification is in writing and signed by the Parties.
- 20.8 If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. Furthermore, if any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision
- 20.9 A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
- 20.10 The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.
- 20.11 In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.
- 20.12 This Agreement is made solely and specifically among and for the benefits of the Parties hereto, and no other person or entity will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.
- 20.13 This Agreement may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted electronically shall be deemed valid execution of this Agreement and binding on the Parties.

Signatures on the following page.

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

THE CITY OF MARYSVILLE, WA

**WASTE MANAGEMENT OF
WASHINGTON, INC.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
Rate Schedule

Residential Rates

Services	Monthly Base Rate + Franchise Fee	Monthly Base Rate
96-Gallon Cart, Curbside Recycling	\$ 13.15	\$ 11.95
96-Gallon Cart, Curbside Organic Waste	\$ 14.49	\$ 13.17
32-Gallon equivalent, Additional Bag/Box/Can Recycling	\$ 3.42	\$ 3.11
96-Gallon Cart, Additional Cart, Recycling	\$ 13.15	\$ 11.95
32-Gallon equivalent, Additional Bag/Box/Can, Organic Waste	\$ 5.25	\$ 4.77
96-Gallon Cart, Additional Cart, Organic Waste	\$ 3.85	\$ 3.50
Return Trip Charge (per occurrence)	\$ 4.02	\$ 3.65
Walk Out/Pack Out (per occurrence)	\$ 1.16	\$ 1.05
Contamination Charge (per occurrence)	\$ 11.00	\$ 10.00

Commercial Rates

Services	Monthly Rate	Additional Pick Up per Occurrence
1-Yard Container, Recycling	\$ 77.74	\$ 17.94
2-Yard Container, Recycling	\$ 110.87	\$ 25.58
3-Yard Container, Recycling	\$ 147.01	\$ 33.93
4-Yard Container, Recycling	\$ 169.01	\$ 39.01
6-Yard Container, Recycling	\$ 204.28	\$ 47.15
8-Yard Container, Recycling	\$ 235.21	\$ 54.28
96-Gallon Cart, Organic Waste	\$ 30.61	\$ 7.06
96-Gallon Cart, Recycling	\$ 30.61	\$ 7.00
Contamination Charge (per occurrence)	\$ 40.00	

Multi-Family Rates

Services	Monthly Rate	Additional Pick Up per Occurrence
1-Yard Container, Recycling	\$ 20.49	\$ 4.73
2-Yard Container, Recycling	\$ 41.05	\$ 9.48
3-Yard Container, Recycling	\$ 61.56	\$ 14.20
4-Yard Container, Recycling	\$ 81.58	\$ 18.83
6-Yard Container, Recycling	\$ 122.56	\$ 28.29
8-Yard Container, Recycling	\$ 163.05	\$ 37.63
96-Gallon Cart, Organic Waste	\$ 20.49	\$ 4.73
96-Gallon Cart, Recycling	\$ 20.49	\$ 7.00
Contamination Charge (per occurrence)	\$ 20.00	

EXHIBIT B
Recyclables Specifications

MATERIAL TYPES	ACCEPTABLE MATERIALS	PREPARATION INSTRUCTIONS	EXCLUDED MATERIALS
Paper	<ul style="list-style-type: none"> • Magazines and catalogs • Mail, office and school papers • Newspapers and inserts • Milk and broth cartons • Juice boxes • Office paper, copy paper, construction paper, school paper • Envelopes • Kraft paper bags or boxes • Cereal, cookie, and cracker boxes • Paper towel and toilet paper tubes • Tissue boxes • Non-foil wrapping paper 	<ul style="list-style-type: none"> • Remove plastic bags (exterior or interior), plastic packaging, metal, electronics, magnets, twine, straws, lids and any food or liquids. • Must be dry. • Plastic windows in paper envelopes okay. 	<ul style="list-style-type: none"> • Shredded paper • Paper envelopes with bubble wrap liners, insulation liners • Envelopes made from plastic (Tyvek) • Laminated paper, stickers, labels, and photos • Carbon paper • Receipts • Paper affixed to magnets • Pet food bags • Mixed material bags • Wet or soiled paper • Paper with large amounts of paint or glue
Cardboard	<ul style="list-style-type: none"> • Cardboard boxes • Cardboard packaging • Cardboard beverage ‘flats’ or nursery ‘flats’ • Boxboard including corrugated cardboard (OCC) 	<ul style="list-style-type: none"> • Flatten all cardboard. • Remove all interior packaging, block foam, packing peanuts and exterior plastic wrap. • Do not bundle with tape or twine. • External tape okay. Oversized cardboard can be placed next to cart/container. 	<ul style="list-style-type: none"> • Waxed cardboard • Wet cardboard
Metal	<ul style="list-style-type: none"> • Aluminum/tin/bimetal cans 	<ul style="list-style-type: none"> • Remove all exterior packaging. • Labels do not need to be removed. • Remove lids. • Empty of all food or liquids. 	<ul style="list-style-type: none"> • Aluminum foil and trays • Sharp or greasy metal • Batteries • Propane tanks • Microwaves • Electrical cords • Cell phones • Car snow chains • empty aerosol cans • metal appliances • Computers • TVs

			<ul style="list-style-type: none"> • Syringes/sharps/needles
Plastic	<ul style="list-style-type: none"> • PET (#1) – water, soda and juice bottles • Condiment bottles • HDPE (#2) – milk, juice, dish soap, detergent jugs • PP (#5) – yogurt, pudding, cottage cheese and other tubs 	<ul style="list-style-type: none"> • Plastic bottles with plastic screw-on lids are okay if lids are screwed back on, remove all other lids. • Remove straws • Empty of all food, liquids or other debris. • Labels do not need to be removed. 	<ul style="list-style-type: none"> • #3, #4, #6 & #7 Plastics • Plastic bags • Plastic cups • Plastic film • Plastic bottles that contained HHW listed materials • Deli, bakery and produce clamshell containers • Loose lids – any size, plant trays • PVC • Large rigid plastic (outdoor furniture, laundry baskets, swimming pools, toys, etc.), hoses • Landscaping/sprinkler tubing
Glass	<ul style="list-style-type: none"> • Food and beverage bottles and jars 	<ul style="list-style-type: none"> • Remove lids. • Empty of all food or liquids. • Labels do not need to be removed. 	<ul style="list-style-type: none"> • Leaded glass • Windows • Mirrors • Baking dishes • Storage dishes • Ceramic • Plates • Glassware • Storage/canning jars

EXHIBIT C
City Facilities

FACILITY	ADDRESS	QTY	CONTAINER SIZE	COMMODITY	COLLECTION FREQUENCY
MARYSVILLE PUBLIC WORKS	80 COLUMBIA AVE	4	64-GALLON CART	RECYCLE	EVERY OTHER WEEK
MARYSVILLE PUBLIC WORKS	80 COLUMBIA AVE	1	1-YARD CONTAINER	RECYCLE	1X WEEK
MARYSVILLE PARKS DEPT	6915 ARMAR RD	1	3-YARD CONTAINER	RECYCLE	1X WEEK
MARYSVILLE PUBLIC WORK	80 COLUMBIA AVE	1	4-YARD CONTAINER	RECYCLE	1X WEEK
MARYSVILLE PUBLIC WORK	80 COLUMBIA AVE	1	96-GALLON CART	YARD WASTE	1X WEEK
MARYSVILLE PUBLIC WORK	80 COLUMBIA AVE	1	96-GALLON CART	YARD WASTE	1X WEEK
CEDARCREST GOLF COURSE	6810 84TH ST NE	1	4-YARD CONTAINER	RECYCLE	1X WEEK
MARYSVILLE COMMUNITY CENTER	1015 STATE AVE	1	1.5-YARD CONTAINER	RECYCLE	1X WEEK
MARYSVILLE OPERA HOUSE	1225 3RD ST	2	96-GALLON CART	RECYCLE	1X WEEK
MARYSVILLE EBEBY WATERFRONT PARK	1404 1ST ST	1	3-YARD CONTAINER	RECYCLE	1X WEEK
MARYSVILLE NORTH ANNEX	15524 SMOKEY POINT BLVD.	1	3-YARD CONTAINER	RECYCLE	1X WEEK
MARYSVILLE CIVIC CENTER - CITY HALL	501 Delta	1	3-YARD CONTAINER	RECYCLE	1X WEEK
MARYSVILLE CIVIC CENTER - PUBLIC SAFETY	601 Delta	1	3-YARD CONTAINER	RECYCLE	1X WEEK

EXHIBIT D
Public Education and Outreach

OUTREACH PROJECT	CUSTOMER SECTOR	DETAILS
Residential cart tagging to increase composting and improve recycling!	Residential	Targeted cart tagging (affixing positive instructions to carts) has proven to be effective in both increasing the number of households that participate in composting and decreasing the amount of contamination in the recycling.
City Event Outreach and Education	Residential, Multifamily, Commercial	WM's education team will host a recycling information booth and/or work with event organizers to make events zero waste.
Commercial composting toolkits to increase composting!	Commercial	Develop and purchase tool kits for business composting (web info, internal collection bins, posters, handouts, etc.) and promote composting to select businesses.
Business recycling education and outreach	Commercial	Visit targeted businesses with shared containers and provide information, tools and ideas for improving recycling.
Multifamily recycling education and outreach	Multifamily	Work with select multifamily properties to implement the 3 Cs of recycling: Convenience, Clarity and Capacity. Once the three Cs are in place, offer education and training which could include presentations, tabling events or door-to-door resident outreach.
Schools' education and outreach	Commercial: Schools	Work with select schools to evaluate and improve recycling systems and/or implement composting programs. Activities could include lunchtime waste audits, staff and green team trainings, and touch-a-truck presentations.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

- DATE:** September 5, 2023
- SUBMITTED BY:** Public Works Services Manager Skip Knutsen, Public Works
- ITEM TYPE:** Agreement
- AGENDA SECTION:** **New Business**
- SUBJECT:** Third Amendment to Curbside Collected Recyclables, Curbside Collected Yard Waste, Multifamily and Commercial Collection, Processing, Marketing and Disposal Services Agreement with Waste Management of Washington
- SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the Third Amendment to Curbside Collected Recyclables, Curbside Collected Yard Waste, Multifamily and Commercial Collection, Processing, Marketing and Disposal Services Agreement with Waste Management of Washington

SUMMARY:

The current agreement with Waste Management of Washington is in effect through December 31, 2023 and the Yard Waste collection schedule under the current agreement provides for collections to revert to once per month collections effective the end of the third week of November through the end of the second week of March. Collection of Yard Waste on a once a month schedule, even for a short duration, is a hardship for the rate payer and the City has committed to resolving the collection schedule to continue as weekly collections through the late fall and winter months.

This third amendment to the agreement will extend the period of weekly Yard Waste collections to continue through to the expiration of the agreement.

Included in this amendment is revision of the Consumer Price Index (CPI) from Urban Wage Earners and Clerical Workers for the Seattle-Bremerton Metropolitan area to the CPI for All Urban Consumers: Water and Sewer and Trash Collection Services (Series CUUR0000SEHG, CUUS0000SEHG), as published by the United States Department of Labor, Bureau of Labor Statistics.

ATTACHMENTS:

Third Amendment-City of Marysville-Recyclables and Organics Collection Contract.docx

**THIRD AMENDMENT TO
CURBSIDE COLLECTED RECYCLABLES, CURBSIDE COLLECTED YARD WASTE,
MULTIFAMILY AND COMMERCIAL COLLECTION, PROCESSING, MARKETING
AND DISPOSAL SERVICES AGREEMENT**

This **THIRD AMENDMENT TO CURBSIDE COLLECTED RECYCLABLES, CURBSIDE COLLECTED YARD WASTE, MULTIFAMILY AND COMMERCIAL COLLECTION, PROCESSING, MARKETING AND DISPOSAL SERVICES AGREEMENT** (this "Third Amendment") is made and entered into as of **[INSERT DATE]** (the "Effective Date"), by and between the CITY OF MARYSVILLE, a Washington State municipal corporation (the "City") and WASTE MANAGEMENT OF WASHINGTON, INC., a Delaware corporation (the "Contractor"). The parties shall be collectively referred to herein as the "Parties" and individually as a "Party," unless specifically identified otherwise.

RECITALS

WHEREAS the Parties to that certain Curbside Collected Recyclables, Curbside Collected Yard Waste, Multifamily and Commercial Collection, Processing, Marketing and Disposal Services Agreement dated January 9, 2012 (the "Agreement"), under which the Contractor began providing services on August 30, 2012; and

WHEREAS the Parties signed the First Amendment effective December 12, 2016 to require mutual agreement for Term extensions; and

WHEREAS the Parties signed the Second Amendment effective as of May 27, 2021 to extend the Term until December 31, 2023, to provide that no CPI adjustment would occur in 2021, to update Contractor's address for service of notices; and to provide an updated Exhibit A – Rate Schedule; and

WHEREAS the Parties now desire to further amend the Agreement to extend the period of Yard Waste Collections and update the CPI Series.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises contained herein, the Parties hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used herein but not defined shall have the meanings set forth in the Contract.
2. **Section 2.7.2, Collection Schedule.** Section 2.7.2 shall be deleted and replaced in its entirety with the following:

2.7.2 Collection Schedule

The Contractor shall provide weekly curbside Yard Waste collection for Single Family Residences on the same day as regular garbage collection except as provided in 2.6.1 to all eligible households in the City. Establishment of garbage collection days shall be given priority; therefore, yard waste collection days must correspond with established garbage collection days.

3. Section 3.2, CPI Adjustment. Section 3.2 shall be deleted and replaced in its entirety with the following:

3.2 CPI ADJUSTMENT

The rates and charges for Recycling and Garbage collection set forth in Exhibit A shall be amended annually in September of each year, and shall be increased or decreased by a percentage equal to the percent change in the average Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services (“CPI”) (Series CUUR0000SEHG,CUUS0000SEHG), as published by the United States Department of Labor, Bureau of Labor Statistics.. In the event the August figure is not available, existing rates and charges will continue until the August rate becomes available, and then an adjusting payment or credit will be made within thirty (30) days after the August figure is available.

4. Full Force and Effect. Except as otherwise provided in this Third Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.
5. Counterparts. Signatures may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall be deemed valid execution of this Contract and binding on the Parties.

Signatures on the following page.

IN WITNESS WHEREOF, this Third Amendment is effective as of the Effective Date.

**WASTE MANAGEMENT OF
WASHINGTON, INC.**

CITY OF MARYSVILLE

By: _____
Name: Jason S. Rose
Its: President

By: _____
Name: _____
Its: _____

Attested
By: _____
Name: _____
Its: _____

Approved
as to
Form By: _____
Name: _____
Its: _____



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Public Works Services Manager Skip Knutsen, Public Works

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** Amending chapter 7.08 of the Marysville Municipal Code (MMC) Relating to Solid Waste Rates

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. ____.

SUMMARY: City Staff have prepared this ordinance to amend various chapters of MMC 7.08 to agree with the proposed 2024 rate plan and the manner of solid waste collection.

This ordinance will amend MMC with respect to:

7.08.012 where definition is added for Temporary Container, Food Waste, Organic Waste and amendment of Yard Waste to increase acceptable length from three to four feet and to exclude items included in the definition of Food Waste.

7.08.031 where collection charges are removed and are replaced with reference to the rates specified in the chapter of MMC 7.08

7.08.034 where Temporary container services are now defined in MMC and pursuant to the rates specified in the chapter of MMC 7.08

7.08.060 where references to prepaid refuse tags are removed and replaced with reference to the rates specified in MMC 7.08.110 and to remove language pertaining to fees for Bulk container roll-out in excess of 20 feet.

7.08.110 where the Rate schedule is amended to reflect new bi-monthly rates effective January 1, 2024.

ATTACHMENTS:

Ordinance NO. _____ Relating to Solid Waste Rates.pdf

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING CHAPTER 7.08 OF THE MARYSVILLE
MUNICIPAL CODE RELATING TO SOLID WASTE RATES.**

WHEREAS, the City Council finds that it is in the interest of the public health, safety, and welfare to require and regulate the removal, collection and disposal of solid waste including garbage, recyclables, and organic waste; and

WHEREAS, last solid waste rate adjustment was May 1, 2022; and

WHEREAS, the City recently completed a solid waste rate study; and

WHEREAS, the City completed solicitation and agreement for a new recycling and organics contract; and

WHEREAS, the City Council finds that chapter 7.08 of the municipal code should be amended to update rates for solid waste collection and the manner of solid waste collection.

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

SECTION 1. Chapter 7.08 of the municipal code is amended as set forth in Exhibit A.

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

SECTION 3. 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. This ordinance shall become effective on January 1, 2024.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2023.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____
Effective Date: January 1, 2024

EXHIBIT A

7.08.012 Definitions

As used in this chapter, unless the context indicates otherwise:

(1) “Garbage” means all putrescible solid and semisolid wastes, including but not limited to animal and vegetable wastes. “Garbage” does not include the following:

- (a) Recyclable refuse and yard waste as defined below;
- (b) Primary products of public, private, industrial, commercial, mining and agricultural operations;
- (c) Sludge and septage;
- (d) Wood waste as defined by WAC 173-304-100(91);
- (e) Dangerous or hazardous wastes as defined in RCW 70.105.010 and/or Chapter 173-303 WAC;
- (f) Abandoned vehicles or parts thereof;
- (g) Demolition wastes as defined by WAC 173-304-100(19);
- (h) Problem wastes as defined by WAC 173-304-100(61);
- (i) Medical wastes as defined by WAC 173-304-100(47);
- (j) Agricultural wastes as defined by WAC 173-304-100(2);
- (k) Industrial solid wastes as defined by WAC 173-304-100(39);
- (l) White goods, meaning any large household appliance, including refrigerators, stoves, water heaters, etc.;
- (m) Radioactive wastes as defined by Chapters 402-12 and 402-19 WAC;
- (n) Rubber tires; or
- (o) Oil.

(2) “Garbage and refuse” is a generic term used in this chapter to mean garbage, recyclable refuse and yard-organic waste as defined in this section.

(3) “Recyclable refuse” means:

(a) Newspapers;

(b) Uncoated mixed paper, including magazines, junk mail, phone books, bond or ledger grade, cardboard and paperboard packaging. (This does not include tissue paper, paper towels, frozen food containers, milk cartons or paper packaging combined with plastic, wax or foil);

(c) P.E.T. (recyclable plastic), glass, aluminum and other metal food and beverage containers.

(4) “Temporary Container” means a detachable steel container provided as a temporary service which does not comply with compulsory garbage collection service specified in MMC 7.08.030.

(5) “Yard waste” means leaves, grass, prunings and clippings of woody as well as fleshy plants. Materials larger than four inches in diameter and ~~three-four~~ feet in length shall not be considered yard waste. Yard waste does not include dirt, rocks, and sod, ~~and such items as pumpkins and apples~~. Christmas trees will be considered yard waste if they have been cut and bundled to a maximum length of ~~three-four~~ feet.

(6) “Food waste” means all compostable pre and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, or eggshells, and food-soiled paper, such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, and pizza boxes.

(7) “Organic waste” means Yard waste and/or Food waste.

(8) “Excess refuse” is disposable garbage secured in one or more heavy duty plastic bags as required by MMC 7.08.060(4), or in a garbage container as described in MMC 7.08.060(4), and is in addition to the number of containers for which a customer has requested regular service. Excess refuse shall not include “recyclable refuse” or “yard-organic waste” as defined above. (Ord. 2540 § 1, 2004; Ord. 1849 § 1, 1991; Ord. 1822 § 1, 1991).

7.08.031 Compulsory recyclable collection service.

(1) The owner and occupant of all residential premises within the city shall be required to use the curbside collection service for recyclable refuse provided by the city’s contractor, and shall be required to comply with all regulations and rate schedules relating to the same as specified in this chapter; provided, that this section shall not apply to properties which are located in newly annexed areas of the city temporarily covered by a franchise granted by the city to a private disposal company.

(2) Customers have the option to utilize a second recyclable refuse container for curbside collection, and will be ~~charged a monthly collection charge of \$4.79 for the additional~~

~~container charged at the rates specified in this chapter for the additional container. (Ord. 3141 § 1 (Exh. A), 2019; Ord. 2540 § 1, 2004; Ord. 1836 § 1, 1991; Ord. 1822 § 3, 1991).~~

7.08.034 Temporary container services

The owner or occupant of any residential or commercial premises within the city shall have the option of requesting temporary container services pursuant to the rates specified in MMC 7.08.110. Temporary container services are permissible for a period not to exceed four weeks and for locations that meet the accessibility requirements as specified in MMC 7.08.065.

7.08.060 Receptacles required – Specifications and use.

(1) It shall be the duty of every person who owns, occupies or controls any dwelling unit, business premises, manufacturing establishment, school, church or other place where garbage and refuse is created or accumulated, to at all times keep or cause to be kept portable containers for the deposit therein of garbage and refuse, and to deposit or cause to be deposited the same therein. In the case of rental units it shall be the responsibility of the owner of the premises to supply the tenants with garbage containers meeting the specifications of this section.

(2) All garbage containers issued by the city shall remain the property of the city.

(3) All garbage containers shall be watertight and shall be kept in a sanitary condition with the outsides thereof clean and free from accumulated grease and decomposing material.

(4) “Excess refuse” must be either in a container that is watertight, of not more than 30-gallon capacity, having two handles at the sides thereof and tight-fitting lids not exceeding 60 pounds in weight when loaded, ~~with a prepaid excess refuse tag attached;~~ or in a heavy-duty 30-gallon garbage bag with the opening adequately secured shut, ~~and a prepaid excess refuse tag affixed thereto.~~ The bag must be able to be picked up by the top without loss of contents. Refuse in boxes, paper bags or small grocery bags will not be accepted. Excess refuse will be charged pursuant to the rates specified in MMC 7.08.110. ~~without a prepaid tag attached will not be picked up.~~

~~“Excess refuse” tags will be available for customers to purchase at the City Hall and at the Public Works Building. The city may also arrange for certain retail stores within the corporate limits of the city to sell tags.~~

(5) Upon request, bulk containers for garbage and refuse will be supplied by the city. Such containers shall be located on concrete pads constructed at grade level to the following specifications:

(a) For bulk containers one to two yards in size the pads shall be five feet by eight feet.

(b) For bulk containers three to six yards in size the pads shall be eight feet by eight feet.

(c) For bulk containers eight yards in size the pads shall be eleven feet by eleven feet.

(6) Bulk containers shall be located so that they are accessible to garbage trucks or may be rolled out on a hard surface. Any roll-out in excess of 20 feet shall be charged an extra fee pursuant to the rate schedule.

(7) Exemptions to required use of city-owned carts shall be considered on a case-by-case basis. The customer shall be required to provide the city with justification of substantial hardship if the city were to impose the required use of city-owned carts. Final determination shall be at the discretion of the city.

(8) The user of any city-owned container shall exercise reasonable care of the same. Repairs or cleaning which are necessitated by reason of neglect or abuse shall be charged to the user. The user shall be responsible to notify the utility department if container repairs are needed. Failure to do so may be considered as abuse. (Ord. 3141 § 2 (Exh. B), 2019; Ord. 2540 § 1, 2004; Ord. 1849 § 2, 1991; Ord. 1788 §§ 1, 2, 1990; Ord. 1505, 1987; Ord. 1145, 1980; Ord. 1140 § 4, 1980; Ord. 928 § 5, 1977; Ord. 436 § 6, 1957).

7.08.110 Rate schedule.

Effective ~~May 1, 2022~~ January 1, 2024, the bi-monthly rates (per billing cycle) for the collection of garbage, refuse, and recyclables to be charged by the city shall be according to the following schedule:

- (1) **Weekly pickup—Each dwelling unit:**
 - \$23.36—~~for one mini-can—20-gallon insert into 35-gallon cart~~
 - \$33.81—~~for one 36-gallon cart~~
 - \$69.98—~~for one 64-gallon cart~~
 - \$106.14—~~for one 96-gallon cart~~
- (2) **Monthly pickup—Each dwelling unit:**
 - \$7.21—~~for one 36-gallon cart~~
- (3) **Extra pickup:**
 - \$7.33 ~~for each additional can or excess refuse bag per pickup~~
 - ~~Larger cart or additional garbage at regular rates (see eligibility requirements in MMC 7.08.115)~~
- (4) **Business, schools, churches, etc.:**
 - ~~Same as dwelling unit rate on a per container basis~~

- (5) Service more frequent:
- Rate multiplied by number of the weekly pickups
- (6) Containers (noncompacted):
- One cubic yard—\$243.80/month (or \$30.48/pickup)
 - One and one-half cubic yards—\$331.17/month (or \$41.39/pickup)
 - Two cubic yards—\$420.31/month (or \$52.54/pickup)
 - Three cubic yards—\$575.56/month (or \$71.95/pickup)
 - Four cubic yards—\$641.98/month (or \$80.25/pickup)
 - Six cubic yards—\$871.73/month (or \$108.97/pickup)
 - Eight cubic yards—\$1130.49/month (or \$141.32/pickup)
- (7) Containers (compacted): (The term “compacted material” means any material which has been compressed or shredded by any mechanical device either before or after it is placed in the receptacle handled by the collector.)
- Rates for compacted material shall be 50 percent greater than the rate for the same size container of uncompacted refuse.
- (8) Container—Surplus garbage:
- Charged at same rate as container assuming equivalent bulk and weight
- (9) Container—Service more frequent:
- Container rate multiplied by number of weekly pickups
- (10) Container—Rollouts beyond 20 feet:
- \$12.15/month per container
- (11) Container—Cleaning—If not maintained by user:

- ~~\$30.35 per container per instance~~
- (12) ~~Compulsory recycling—Bi-weekly pickup:~~
- ~~\$31.38— for one 96-gallon cart~~
- ~~\$10.54— for one additional 96-gallon cart~~

Residential Services	Rate
<u>20-gallon mini-can</u>	<u>\$21.84</u>
<u>36-gallon cart</u>	<u>\$32.76</u>
<u>64-gallon cart</u>	<u>\$62.63</u>
<u>96-gallon cart</u>	<u>\$95.10</u>
<u>36-gallon once a month cart</u>	<u>\$6.99</u>
<u>20-gallon mini-can – Low income senior citizen or low income disabled</u>	<u>\$13.10</u>
<u>36-gallon cart – Low income senior citizen or low income disabled</u>	<u>\$19.66</u>
<u>Excess Refuse</u>	<u>\$5.86 per 32 gallon equivalent</u>

Container Services (non-compacted)	Rate
<u>One cubic yard</u>	<u>\$237.22 or \$29.65/pick up</u>
<u>One and one-half cubic yard</u>	<u>\$323.88 or \$40.49/pick up</u>
<u>Two cubic yards</u>	<u>\$411.06 or \$51.38/pick up</u>
<u>Three cubic yards</u>	<u>\$562.90 or \$70.36/pick up</u>
<u>Four cubic yards</u>	<u>\$627.86 or \$78.48/pick up</u>
<u>Six cubic yards</u>	<u>\$854.30 or \$106.79/pick up</u>
<u>Eight cubic yards</u>	<u>\$1,110.14 or \$138.77/pick up</u>
<u>Services more frequent than one time per week</u>	<u>Rate multiplied by the number of weekly pickups</u>
<u>Excess refuse</u>	<u>\$35.00 per cubic yard</u>

Container Services (compacted)	Rate
<u>One cubic yard</u>	<u>\$355.83 or \$44.48/pick up</u>
<u>One and one-half cubic yard</u>	<u>\$485.82 or \$60.73/pick up</u>
<u>Two cubic yards</u>	<u>\$616.59 or \$77.07/pick up</u>
<u>Three cubic yards</u>	<u>\$844.35 or \$105.54/pick up</u>
<u>Four cubic yards</u>	<u>\$941.79 or \$117.72/pick up</u>
<u>Six cubic yards</u>	<u>\$1,281.45 or \$160.18/pick up</u>
<u>Eight cubic yards</u>	<u>\$1,665.21 or 208.15/pick up</u>
<u>Services more frequent than one time per week</u>	<u>Rate multiplied by the number of weekly pickups</u>
<u>Excess refuse</u>	<u>\$53.00 per cubic yard</u>

Compulsory Recycling	Rate
<u>One 96-gallon cart</u>	<u>\$29.03</u>
<u>One additional 96-gallon cart</u>	<u>\$10.54</u>
<u>Low income senior citizen or low income disabled – 96-gallon cart</u>	<u>\$17.42</u>

<u>Organic Waste</u>	<u>Rate</u>
<u>One 96-gallon cart</u>	<u>\$32.77</u>
<u>One additional 96-gallon cart</u>	<u>\$8.74</u>
<u>Extra organic waste</u>	<u>\$5.86 per 32 gallon equivalent</u>

<u>Temporary Container Services</u>	<u>Rate</u>
<u>Delivery fee</u>	<u>\$75.00</u>
<u>One cubic yard – service fee</u>	<u>\$33.48</u>
<u>One and one-half cubic yard – service fee</u>	<u>\$44.40</u>
<u>Two cubic yards – service fee</u>	<u>\$55.54</u>
<u>Three cubic yards – service fee</u>	<u>\$74.95</u>
<u>Four cubic yards – service fee</u>	<u>\$83.25</u>
<u>Six cubic yards – service fee</u>	<u>\$111.97</u>
<u>Eight cubic yards – service fee</u>	<u>\$144.31</u>

<u>Bulky Item Services</u>	<u>Rate</u>
<u>Recliner/Chair</u>	<u>\$18.00</u>
<u>Box Spring</u>	<u>\$24.00</u>
<u>Mattress</u>	<u>\$24.00</u>
<u>Mattress and Box Spring</u>	<u>\$35.00</u>
<u>Sofa</u>	<u>\$35.00</u>
<u>Kitchen Table</u>	<u>\$18.00</u>
<u>Exercise Equipment</u>	<u>\$24.00</u>
<u>Cubic Yard</u>	<u>\$24.00</u>

<u>Contamination Charges</u>	<u>Rate</u>
<u>Residential Recycle</u>	<u>\$10.00</u>
<u>Multi-Family Recycle</u>	<u>\$20.00</u>
<u>Commercial Recycle</u>	<u>\$40.00</u>



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Public Works Services Manager Skip Knutsen, Public Works

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** Amending Chapter 3.67.010 of the Marysville Municipal Code (MMC) Relating to the Solid Waste Department Gross Receipt Tax Rate

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No._____.

SUMMARY: City Staff recently completed a rate study where we obtained recommendation to reduce the gross receipts tax rate to 10% from 15%.

This ordinance will amend MMC to implement the recommended rate.

ATTACHMENTS:

Ordinance Relating to the Solid Waste Department Gross Receipt Tax Rate.pdf

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING SECTION 3.67.010 OF THE MARYSVILLE
MUNICIPAL CODE RELATING TO THE SOLID WASTE DEPARTMENT
GROSS RECEIPT TAX RATE.**

WHEREAS, the City recently completed a rate study of its solid waste rates; and

WHEREAS, a recommendation of the study was to reduce the solid waste department gross receipts tax to 10% from 15%; and

WHEREAS, the municipal code should be amended to implement this recommended rate.

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

SECTION 1. Section 3.67.010 of the municipal code is amended as set forth in Exhibit A.

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

SECTION 3. 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. This ordinance shall become effective on January 1, 2024.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2023.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____
Effective Date: January 1, 2024

EXHIBIT A

3.67.010 Tax imposed.

There is levied and there shall be collected from the solid waste department of the city a tax in the amount of ~~15~~ 10 percent of the gross receipts of the customer accounts in such department. (Ord. 2778 § 1, 2009; Ord. 2169, 1997; Ord. 1976 § 2, 1993; Ord. 1813 § 1, 1990).



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Public Works Services Manager Skip Knutsen, Public Works

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** Amending Chapter 3.63.020 of the Marysville Municipal Code (MMC) Relating to the Solid Waste Department Rate Relief for Solid Waste Services

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. _____.

SUMMARY: City Staff recently completed a service analysis and rate study from which we are recommending to amend MMC 3.63.020(a) to include 20-gallon garbage cart services and the 96-gallon compulsory recycling service as services eligible for rate relief as described in MMC 3.63.020.

ATTACHMENTS:
Ordinance Relating to the Solid Waste Department Rate Relief for Solid Waste Services.pdf

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING SECTION 3.63.020 OF THE MARYSVILLE
MUNICIPAL CODE RELATING TO THE SOLID WASTE DEPARTMENT
RATE RELIEF FOR SOLID WASTE SERVICES.**

WHEREAS, the City determined that residents should have the option of a 20-gallon cart for garbage service; and

WHEREAS, customers who are eligible for rate relief should also have the option of a 20-gallon cart; and

WHEREAS, section 3.63.020 of the municipal code should be amended to make rate relief available for customers using a 20-gallon cart; and

WHEREAS, customers who are eligible for rate relief should receive rate relief on one 96-gallon cart for compulsory recycling service; and

WHEREAS, section 3.63.020 of the municipal code should be amended to make rate relief available for customers on one 96-gallon cart for recycling service.

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

SECTION 1. Section 3.63.020 of the municipal code is amended as set forth in Exhibit A.

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

SECTION 3. 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. This ordinance shall become effective on January 1, 2024.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2023.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____
Effective Date: January 1, 2024

EXHIBIT A

3.63.020 Rate relief.

(1) There is granted to persons who meet the qualifications and requirements of MMC 3.63.030 and 3.63.040 relief from the city's water, sewer and solid waste service charges in the following circumstances:

(a) Direct Billing Customer. All billings by the city to direct billing customers who meet the qualifications and requirements of MMC 3.63.030 and 3.63.040 shall be reduced by 40 percent for sewer services, water services and the equivalent level of garbage service at one 36-gallon or 20-gallon can-cart, including 96-gallon compulsory recycling service, removed weekly as prescribed by the city's water, sewerage and solid waste rate ordinances then in effect.

(b) Indirect Billing Customer. All billings paid by indirect billing customers to the landlord, maintenance association or other third party who meets the qualifications and requirements of MMC 3.63.030 and 3.63.040 may apply for the 40 percent rebate for sewer services, minimum water services as prescribed by the city's water and sewerage rate ordinances then in effect; provided, that such indirect billing customers may receive a one-time payment pursuant to the provision of MMC 3.63.040(1)(b).

(2) In determining the amount of relief granted under this section, the water service charge shall not include any consumption charges beyond the maximum allowable for the minimum water charge for indirect billing customers; nor shall it include solid waste rate charges beyond a single 36-gallon weekly service for directly billed customers. (Ord. 3215 § 1 (Exh. A), 2022; Ord. 2549 § 1, 2004)



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Public Works Services Manager Skip Knutsen, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Interlocal Agreement Regarding Solid Waste Management with Snohomish County

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Interlocal Agreement Regarding Solid Waste Management with Snohomish County.

SUMMARY: An Interlocal Agreement with Snohomish County Regarding Solid Waste Management has been in place since 2003 and will expire at the end of 2023. This new agreement, with a term of 15 years, will provide the City with continued efficient disposal of all Solid Waste generated within the City and household hazardous wastes generated by residential households.

By way of this agreement, the City will designate the County system for the disposal of Solid Waste generated within the limits of the City and the County will continue to operate the system in a financially prudent manner and in accordance with the Snohomish County Comprehensive Solid and Hazardous Waste Management Plan.

ATTACHMENTS:
Interlocal Agreement Regarding Solid Waste Management.pdf

INTERLOCAL AGREEMENT REGARDING SOLID WASTE MANAGEMENT

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND ITS CITIES AND TOWNS REGARDING SOLID WASTE MANAGEMENT (the “Interlocal Agreement”), is made and entered into, by and between SNOHOMISH COUNTY, a Washington County (the “County”) and the CITY OF MARYSVILLE, a Washington municipal corporation (the “City”) pursuant to Chapter 39.34 RCW.

RECITALS

- A. The County and City executing this Interlocal Agreement are authorized and directed by chapter RCW 70A.205 to prepare a Comprehensive Solid Waste Management Plan; and
- B. The County prepared a Comprehensive Solid and Hazardous Waste Management Plan (the “Comprehensive Plan”) for the County and cities and towns of the County in 1990, 2002, 2013, and 2021, with active involvement of the cities and towns within the County; and
- C. Providing the most effective and efficient system for managing solid waste generated in Snohomish County, including its cities and towns, requires use of the solid waste disposal system established by the County and the Comprehensive Plan to the fullest extent possible;

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City executing this Agreement agree as follows:

1. **Previous Agreements.**

This Interlocal Agreement supersedes the previously executed Interlocal Agreement between Snohomish County and its cities and towns regarding Solid Waste Management entered into in 2003.

2. **Definitions.** For the purposes of this Interlocal Agreement, the following definitions apply. See also Snohomish County Codes (especially Chapters 7.35 and 7.41) and State law (especially WAC 173-350-100) for additional definitions related to Solid Waste Management:
- 2.1. “City”/“Town” means a City or Town in Snohomish County, Washington that is a signatory to this Interlocal Agreement.
 - 2.2. “Combustion” means the process of burning something.
 - 2.3. “Comprehensive Plan” means the Snohomish County Comprehensive Solid and Hazardous Waste Management Plan authorized and directed by chapter RCW 70A.205 and issued in 2021 and as amended from time to time.
 - 2.4. “County” means Snohomish County, Washington.
 - 2.5. “Household Hazardous Waste” or “HHW” means wastes that would be classified as hazardous due to their nature or characteristics, except that the wastes are generated by households.
 - 2.6. “Incinerate, Incinerated, or Incineration” means the controlled combustion of solid waste that yields satisfactory non-putrescible residues and air effluents.
 - 2.7. “Person” means an individual, firm, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.
 - 2.8. “Recyclable materials” means those solid wastes that are separated from other wastes for anaerobic digestion, composting, recycling or reuse, including but not limited to papers, metals, glass, plastics, aggregates, fabrics, yard debris, food waste, manures, wood waste and other materials that are identified as recyclable material in the Comprehensive Plan, and are recycled. Wood waste processed as hog fuel and used for energy recovery shall be considered a recyclable material for purposes of this Interlocal Agreement.
 - 2.9. “Recycling” or “Recycle” or “Recycled” means transforming or remanufacturing waste materials into usable and marketable materials for use other than landfill disposal, alternative daily (landfill) cover, industrial waste stabilizer, combustion, or incineration.
 - 2.10. “Solid Waste” means all putrescible and non-putrescible wastes, whether in solid or in liquid form, except liquid-carried industrial wastes and sewage, and including garbage, rubbish, ashes, industrial wastes, swill, construction, demolition and land-clearing

wastes, abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, digested sludge, vegetable or animal solid and semi-solid wastes, dead animals, and other discarded solid and semi-solid materials. Municipal solid waste (MSW), a subset of solid waste, refers to wastes normally collected from residential households, commercial businesses, and containers.

2.11. “Solid Waste Handling” means the management, storage, collection, transportation, treatment, utilization, processing, and final disposal of Solid Waste.

2.12. “System” means all facilities for Solid Waste Handling owned or operated, or contracted for, by the County, and all administrative activities related thereto.

3. **Responsibilities for Waste Disposal and System.** For the duration of this Interlocal Agreement, the County shall have the following responsibilities:

3.1. The County shall continue to provide for the efficient disposal of all Solid Waste, not otherwise restricted by chapters 7.35 and 7.41 SCC, generated within unincorporated areas of the County and within the City to the extent, in the manner, and by facilities as described in the Comprehensive Plan. The County shall not be responsible for disposal of, nor claim that this Interlocal Agreement extends to, Solid Waste that has been recycled in compliance with the Comprehensive Plan.

3.2. The County shall provide for the disposal of household hazardous wastes generated by residential households located in jurisdictions party to this Interlocal Agreement at the System’s existing Moderate Risk Waste Facility, or in another reasonable and similarly convenient manner.

3.3. The County shall continue to operate the System in a financially prudent manner, minimize fee increases, and use System revenues only for System purposes.

3.4. The System shall continue to be comprehensive, and include educational and other programs, as defined by the Comprehensive Plan.

4. **Comprehensive Plan.**

For the duration of this Interlocal Agreement, the City shall participate in the Comprehensive Plan, provided that the City shall have the right to prepare or maintain its own Comprehensive

Solid and Hazardous Waste Management Plan authorized and directed by chapter RCW 70A.205 and to assess a solid waste fee on its own residents. For the duration of this Interlocal Agreement the City, in conformity with RCW 70A.205.040 (4), as may be amended from time to time, authorizes the County to include in the Comprehensive Plan provisions for the management of Solid Waste generated within its corporate limits.

5. **City Designation of County System for Solid Waste Disposal.**

The City shall, to the extent permitted by law, designate the County System for the disposal of all Solid Waste generated within the corporate limits of that City, and within the scope of the Plan, and authorize the County to designate a disposal site or sites for the disposal of such Solid Waste except for recyclable and other materials removed from Solid Waste for recycling in conformity with the Comprehensive Plan. The designation of the County in this section shall not reduce or otherwise affect the City's control over Solid Waste collection as permitted by applicable state law.

6. **Enforcement.**

In unincorporated Snohomish County, the County shall be responsible for enforcement of laws and regulations requiring persons to dispose of Solid Waste at sites designated by the County as required by chapter 7.35 SCC.

The City shall by ordinance require persons to dispose of Solid Waste at the same sites designated by the County for disposal of Solid Waste. Thereafter, in incorporated Snohomish County, the City shall be responsible for enforcement of its laws and regulations requiring persons to dispose of Solid Waste at those sites designated by the County.

The County (taking the lead role) with the City will provide outreach both within unincorporated and incorporated Snohomish County to educate the public about the requirements of Solid Waste disposal at sites designated by the County.

7. Indemnifications.

- 7.1. The County shall indemnify and hold harmless and defend the City against any and all claims by third parties arising out of the County's operation of the System and performance under this Interlocal Agreement, and shall have the right to settle those claims by third parties, recognizing that all costs incurred by the County thereby are System costs which must be satisfied from disposal rates. In providing a defense for the City, the County shall exercise good faith in that defense or settlement so as to protect the City's interests. The County's agreement to indemnify the City for any and all claims arising out of the County's operation of the System extends to all claims caused by the actions of officers or agents of the County, including but not limited to actions which constitute misfeasance, or intentional misconduct or wrongdoing, even if the cost of such claims is held by a court of competent jurisdiction to not be a proper cost to the System. For the purpose of this paragraph, "claims of arising out of the County's operations" shall include claims arising out of the ownership, control or maintenance of the System, but shall not include claims arising out of the collection of Solid Waste within the City prior to its delivery to a disposal site designated by the County or other activities under control of the City.
- 7.2. If the County acts to defend the City against a claim, the City shall cooperate with the County.
- 7.3. The County shall defend the City against any challenge, whether judicially or before an administrative hearings panel, to the Comprehensive Plan elements adopted pursuant to this Interlocal Agreement.
- 7.4. The City agrees to indemnify, protect, defend and hold harmless the County from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the City in performing this Interlocal Agreement except for those arising out of the sole negligence of the County or otherwise listed in this Section 7.
- 7.5. Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of Sections 7.1-7.4 above are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with

a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

7.6. For the purposes of this section, reference to the City and to the County shall be deemed to include the officers, agents, and employees of any such party, acting within the scope of their authority.

7.7. Survival. The provisions of this Section 7 shall survive the expiration or earlier termination of this Interlocal Agreement.

8. Duration.

This Interlocal Agreement shall continue to be in full force and effect until December 31, 2038, unless terminated as described in the following paragraph.

9. Revision, Amendment, Supplementation or Termination.

This Interlocal Agreement shall be reviewed by the parties in conjunction with any review of the Comprehensive Plan. The terms of the Interlocal Agreement may be revised, amended, or supplemented, or the Interlocal Agreement as a whole may be terminated before expiration provided in paragraph 8 only upon the written agreement of the parties to this Interlocal Agreement executed with the same formalities as the original. No revision, amendment, supplementation, or termination shall be adopted or put into effect if it impairs any contractual obligation of the County.

10. Miscellaneous.

10.1. No waiver by any party of any term or condition of this Interlocal Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a different provision of this Interlocal Agreement.

10.2. This Interlocal Agreement is not entered into with the intent that it shall benefit a city or town not signing this Interlocal Agreement, and no other person or entity shall be entitled to be treated as a third party beneficiary of this Interlocal Agreement.

11. Contract Administrator.

Pursuant to RCW 39.34.030(4)(a), the parties hereby appoint the County as the Contract Administrator who will be responsible for administering this Agreement, and the direction of the parties, and this Contract Administrator shall take such action as is necessary to ensure that this Agreement is implemented in accordance with its terms.

12. No Separate Entity.

This Agreement does not create a separate legal or administrative entity, and consequently is being administered in accordance with RCW 39.34.030(4).

13. Severability.

If any term or condition of this Interlocal Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect with the invalid term, condition, or application. To this end, the terms and conditions of this Interlocal Agreement are declared severable.

14. Filing.

As provided by RCW 39.34.040, this Agreement shall be filed with the Snohomish County Auditor, or, alternatively, posted on the official website of each party.

15. Authority.

Each of the individuals signing this Interlocal Agreement on behalf of a party to this Interlocal Agreement, certifies that his or her signature has been authorized by appropriate action by ordinance, resolution, or otherwise pursuant to the law of that party to bind the party to the terms of this Interlocal Agreement.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by the parties shown below as of the date of the signature of the last party to sign.

COUNTY

Snohomish County, a political subdivision of the State of Washington

By: _____

Title: Executive Director

Approved as to Form:

/s/ Sean Reay 07/10/2023
Deputy Prosecuting Attorney

CITY

City of Marysville, a Washington municipal corporation

By: _____

Title: _____

Approved as to Form:

City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: Public Works Services Manager Skip Knutsen, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Solid Waste Management Local Solid Waste Financial Assistance Agreement with the State of Washington Department of Ecology

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Solid Waste Local Solid Waste Financial Assistance Agreement between the State of Washington Department of Ecology and the City of Marysville.

SUMMARY:

Authorization is requested to sign and execute Agreement No. SWMLSWFA-2023-MaryPW-00157 between the State of Washington Department of Ecology and the City of Marysville. The total funding for the Solid Waste Management Local Solid Waste Financial Assistance Agreement is in the amount of \$71,860 with a required City match of \$17,965.

Ecology Funding	\$53,895.00
<u>City Match</u>	<u>\$17,965.00</u>
<hr/> Total	<hr/> \$71,860.00

This funding would be directed to eligible projects that clean up and dispose of solid waste materials from homeless encampments located on publicly owned lands and properties within the City of Marysville. This work could be accomplished in-house or contracted out.

ATTACHMENTS:

Ecology Homeless Encampment Agreement 2023_2024.pdf



Agreement No. SWMLSWFA-2023-MaryPW-00157

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MARYSVILLE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and CITY OF MARYSVILLE, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	City of Marysville
Total Cost:	\$71,860.00
Total Eligible Cost:	\$71,860.00
Ecology Share:	\$53,895.00
Recipient Share:	\$17,965.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Planning & Implementation

Project Short Description:

The City of Marysville will spend \$71,860.00 to properly dispose of 30 tons of garbage from homeless encampments.

Project Long Description:

See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

Agreement No: SWMLSWFA-2023-MaryPW-00157
Project Title: City of Marysville
Recipient Name: CITY OF MARYSVILLE

RECIPIENT INFORMATION

Organization Name: CITY OF MARYSVILLE

Federal Tax ID: 91-6001459
UEI Number: KENDBGSMVPQ7

Mailing Address: 80 Columbia Ave.
Marysville, WA 98270

Physical Address: 80 Columbia Ave.
Marysville, Washington 98270

Contacts

Agreement No: SWMLSWFA-2023-MaryPW-00157

Project Title: City of Marysville

Recipient Name: CITY OF MARYSVILLE

<p>Project Manager</p>	<p>Harold Knutsen Solid Waste Fleet Services Supervisor</p> <p>80 Columbia Ave. Marysville, Washington 98270 Email: sknutsen@marysvillewa.gov Phone: (360) 363-8100</p>
<p>Billing Contact</p>	<p>Andrew Hougan Financial Analyst</p> <p>80 Columbia Ave. Marysville, Washington 98270 Email: ahougan@marysvillewa.gov Phone: (360) 363-8100</p>
<p>Authorized Signatory</p>	<p>Harold C Knutsen Solid Waste Fleet Services Supervisor</p> <p>80 Columbia Ave. Marysville, Washington 98270 Email: sknutsen@marysvillewa.gov Phone: (360) 363-8100</p>

Agreement No: SWMLSWFA-2023-MaryPW-00157
 Project Title: City of Marysville
 Recipient Name: CITY OF MARYSVILLE

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Solid Waste Management
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Solid Waste Management
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Olivia Carros</p> <p>PO Box 330316 Shoreline, Washington 98133-9716 Email: ocar461@ecy.wa.gov Phone: (360) 995-3980</p>
<p>Financial Manager</p>	<p>Olivia Carros</p> <p>PO Box 330316 Shoreline, Washington 98133-9716 Email: ocar461@ecy.wa.gov Phone: (360) 995-3980</p>

Agreement No: SWMLSWFA-2023-MaryPW-00157
Project Title: City of Marysville
Recipient Name: CITY OF MARYSVILLE

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

CITY OF MARYSVILLE

By: _____

By: _____

Peter Lyon
Solid Waste Management
Acting Program Manager
Date

Harold C Knutsen
Solid Waste | Fleet Services Supervisor
Date

Template Approved to Form by
Attorney General's Office

Agreement No: SWMLSWFA-2023-MaryPW-00157

Project Title: City of Marysville

Recipient Name: CITY OF MARYSVILLE

Jon Nehring

Mayor, City of Marysville

Date

Agreement No: SWMLSWFA-2023-MaryPW-00157
 Project Title: City of Marysville
 Recipient Name: CITY OF MARYSVILLE

SCOPE OF WORK

Task Number: 1 **Task Cost: \$71,860.00**

Task Title: Homeless Encampment Response

Task Description:

ACTIVITY - CLEANUP

RECIPIENT employees will coordinate with other departments and local agencies to cleanup active and or abandoned encampments and continue to keep them clean. RECIPIENT employees may investigate active and or abandoned encampments to assess and prioritize cleanup. Cleanup and disposal are eligible on publicly owned sites/locations only. Cleanup of Federal land is allowed when the RECIPIENT coordinates with federal agencies prior to cleanup.

RECIPIENT may contract for assistance with this task. Reimbursement for costs incurred by contractors to perform work identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT and require ECOLOGY approval.

RECIPIENT is encouraged to review the Master Contract provided by Department of Enterprise Services (DES) for information about vendors with experience to clean up and dispose of materials that meet the RECIPIENT's specific circumstances and need.

RECIPIENT or delegate is responsible for safety training and oversight of cleanup crewmembers. RECIPIENT will follow all applicable county or state road setup procedures as determined by the appropriate County or State officials during cleanup. RECIPIENT will provide appropriate Personal Protective Equipment (PPE) for all workers. PPE can include safety vests, gloves, eye protection, and any other supplies or tools necessary to complete the work safely.

RECIPIENT will take collected litter to a permitted solid waste facility and recycle materials whenever possible or coordinate with WSDOT for pickup of litter on state roads.

ACTIVITY – INFRASTRUCTURE, PURCHASED SERVICES

RECIPIENT may purchase services to provide portable toilets and or garbage collection at shelter-in-place locations and other locations where the RECIPIENT has previously assessed these services are practical. RECIPIENT employees and or contractors will investigate active encampments to assess the level of infrastructure needed.

Costs Eligible for Reimbursement

- Staff salaries and benefits, including indirect not to exceed 30%
- Supplies for cleanup: bags, protective gear
- Cleanup costs: time, transportation, and disposal of materials from encampments
- Time: planning/coordination of cleanup
- Mileage or fuel and maintenance costs proportionate to vehicle use for homeless encampment cleanup
- Costs not listed here but pre-approved in writing by ECOLOGY

Cost Ineligible for Reimbursement

- Costs not specifically identified or pre-approved in writing by ECOLOGY

Agreement No: SWMLSWFA-2023-MaryPW-00157
 Project Title: City of Marysville
 Recipient Name: CITY OF MARYSVILLE

- Costs not supported with required documentation

Task Goal Statement:

The goal of this task is to protect the environment through cleanup and prevent continued environmental harm at encampments.

Task Expected Outcome:

Anticipating multiple cleanups at the same encampment, RECIPIENT must track and report the number of encampments cleaned, and the number of cleanups performed at each encampment. Actual outcomes must be reported in the Outcomes Data Collection section of the Spending Plan and Outcomes Data Collection form in EAGL.

With the task budget, RECIPIENT estimates,

- 30 tons of garbage properly disposed of (cleaned up)
- 10 encampments managed
- 40 total cleanups performed

Recipient Task Coordinator: Kari Chennault

Homeless Encampment Response

Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Agreement No: SWMLSWFA-2023-MaryPW-00157
 Project Title: City of Marysville
 Recipient Name: CITY OF MARYSVILLE

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
City of Marysville	25.00 %	\$ 17,965.00	\$ 53,895.00	\$ 71,860.00
Total		\$ 17,965.00	\$ 53,895.00	\$ 71,860.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, ECOLOGY will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by ECOLOGY. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

ECOLOGY's Solid Waste Management (SWM) program will implement a reporting assessment for all RECIPIENTS of grants administered through the SWM program. The assessment determines the RECIPIENT reporting level required throughout the biennium. If RECIPIENT administrative performance or changes in project circumstances trigger a reassessment, RECIPIENT will be notified of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each Payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

Agreement No: SWMLSWFA-2023-MaryPW-00157
 Project Title: City of Marysville
 Recipient Name: CITY OF MARYSVILLE

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <<http://www.sam.gov>> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <<http://www.sam.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

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Recipient Name: CITY OF MARYSVILLE

For more details on FFATA requirements, see www.fsr.gov <<http://www.fsr.gov>>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <<https://sam.gov/SAM>> exclusion list.

Agreement No: SWMLSWFA-2023-MaryPW-00157
Project Title: City of Marysville
Recipient Name: CITY OF MARYSVILLE

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

Agreement No: SWMLSWFA-2023-MaryPW-00157
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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

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

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: SWMLSWFA-2023-MaryPW-00157
Project Title: City of Marysville
Recipient Name: CITY OF MARYSVILLE

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

Agreement No: SWMLSWFA-2023-MaryPW-00157
Project Title: City of Marysville
Recipient Name: CITY OF MARYSVILLE

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

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

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: SWMLSWFA-2023-MaryPW-00157
Project Title: City of Marysville
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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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Project Title: City of Marysville
Recipient Name: CITY OF MARYSVILLE

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

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

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: SWMLSWFA-2023-MaryPW-00157
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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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

End of General Terms and Conditions



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: CD Director Haylie Miller, Community Development

ITEM TYPE: Report

AGENDA SECTION: **New Business**

SUBJECT: Dilapidated Fences in Marysville

SUGGESTED ACTION:

SUMMARY: The City has received complaints related to dilapidated fences around Marysville. Staff believes the current nuisance ordinance language related to fences could be strengthened in order to get fences in poor condition into compliance. Please see the attached memorandum for more information.

ATTACHMENTS:
Fence Memo Council September 5.pdf



MARYSVILLE
COMMUNITY
DEVELOPMENT

MEMORANDUM

DATE: September 5, 2023

TO: City Council

FROM: Haylie Miller, Community Development Director

RE: Fences

CC: Planning and Code Enforcement Staff

Attachment 1: Properties with damaged fences along pilot corridors

Attachment 2: Sample photos of damaged fences

Background

The City has received complaints related to dilapidated fences around Marysville. Staff believes the current nuisance ordinance language related to fences could be strengthened in order to get fences in poor condition into compliance.

Proposal

The following code revision is proposed to better address fences in need of repair. The code change focuses not only on health and safety (as codified before) but also addresses the aesthetic component of fences visible to the public.

MMC 6.24.050 Types of nuisances. It shall be a public nuisance within the city of Marysville, and a violation of the Marysville Municipal Code, if any person shall maintain or allow to be maintained on real property which he or she may have charge, control or occupy, except as may be permitted by any other city ordinance, whether visible or not from any public street, alley or residence, any of the following conditions:

MMC 6.24.050(23) ~~Fences, walls, hedges and retaining walls that are not maintained in a structurally sound and sanitary condition so as to endanger the public health, safety or welfare.~~ All fences, walls, retaining walls, and hedges shall be maintained in good, safe, stable, and well-maintained condition so as not to endanger the public health, safety or welfare. Rotten, broken, missing, or diseased/dying components shall be replaced or repaired, and overgrown vegetation shall be pruned. Fences shall be made from naturally water resistant material, or be pressure treated, stained, painted, or vinyl coated as appropriate and kept in a good aesthetic condition. Compliance is required for all properties; however, compliance efforts will prioritize high visibility corridors. High visibility corridors include all arterials designated in the City's Engineering Design and Development Standards (EDDS).

City staff proposes to emphasize fence compliance efforts on individual complaints (as received) and on high visibility corridors in Marysville. Community Development's summer intern created a full inventory of the dilapidated fences along three major corridors in the City: 51st Avenue, 4th Street/64th Street and 67th Avenue NE. The inventory includes properties identified as having

(360) 363-8100

Community
Development
80 Columbia Avenue
Marysville, WA 98270

fences, or portions of fences, in fair or poor condition and the estimated lineal feet of damaged fence along each property. The fence data is provided below and shown on a map in Attachment 1. Examples of fences in poor and/or fair condition are included in Attachment 2.

The table below provided data for the three pilot corridors including total lineal feet of damaged fences and a preliminary timeline for compliance efforts.

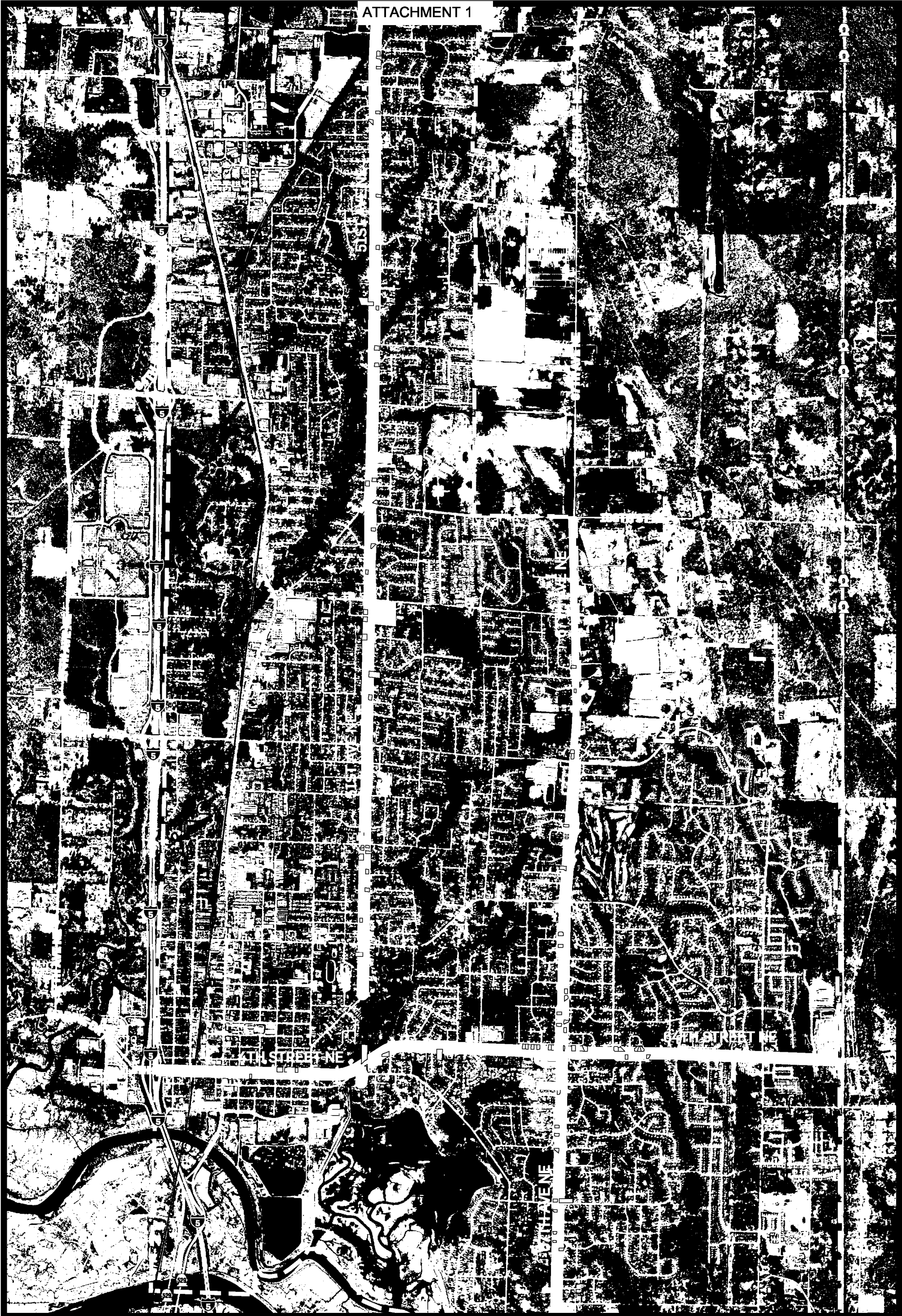
Pilot Corridors	Compliance Timeframe	Fence length in Poor/Fair Condition (lineal feet)
51 st Avenue	2024 – Q1 & Q2	584
4 th Street/64 th Street	2024 – Q3 & Q4	646
67 th Avenue NE	2025 – Q1 & Q2	490

Cost to property owners

Staff believes it is essential to fix broken fences in Marysville, especially along high traveled areas where these unattractive structures are visible to the public. In some cases, repairing large portions of the fences could be costly for the property owner. Based on phone calls with several local fence companies in the Marysville area, the average cost to repair a fence (if a fence company were hired to complete the work) is on average \$40/lineal foot. This price could be increased to \$50/lineal foot or \$60/lineal foot depending on the site characteristics or fence types and additions.

Policy questions for the City Council

1. Does the City Council wish to strengthen the regulations as proposed to provide staff with more tools to pursue fence compliance as it relates to safety and aesthetics?
2. Is the City Council interested in budgeting for/assisting property owners with a portion of the cost of fence repairs along the three pilot corridors?
3. Does the City Council have additional input or thoughts on this project?



Fence Condition:

Fair

— Poor

Evaluated Area



ATTACHMENT 2

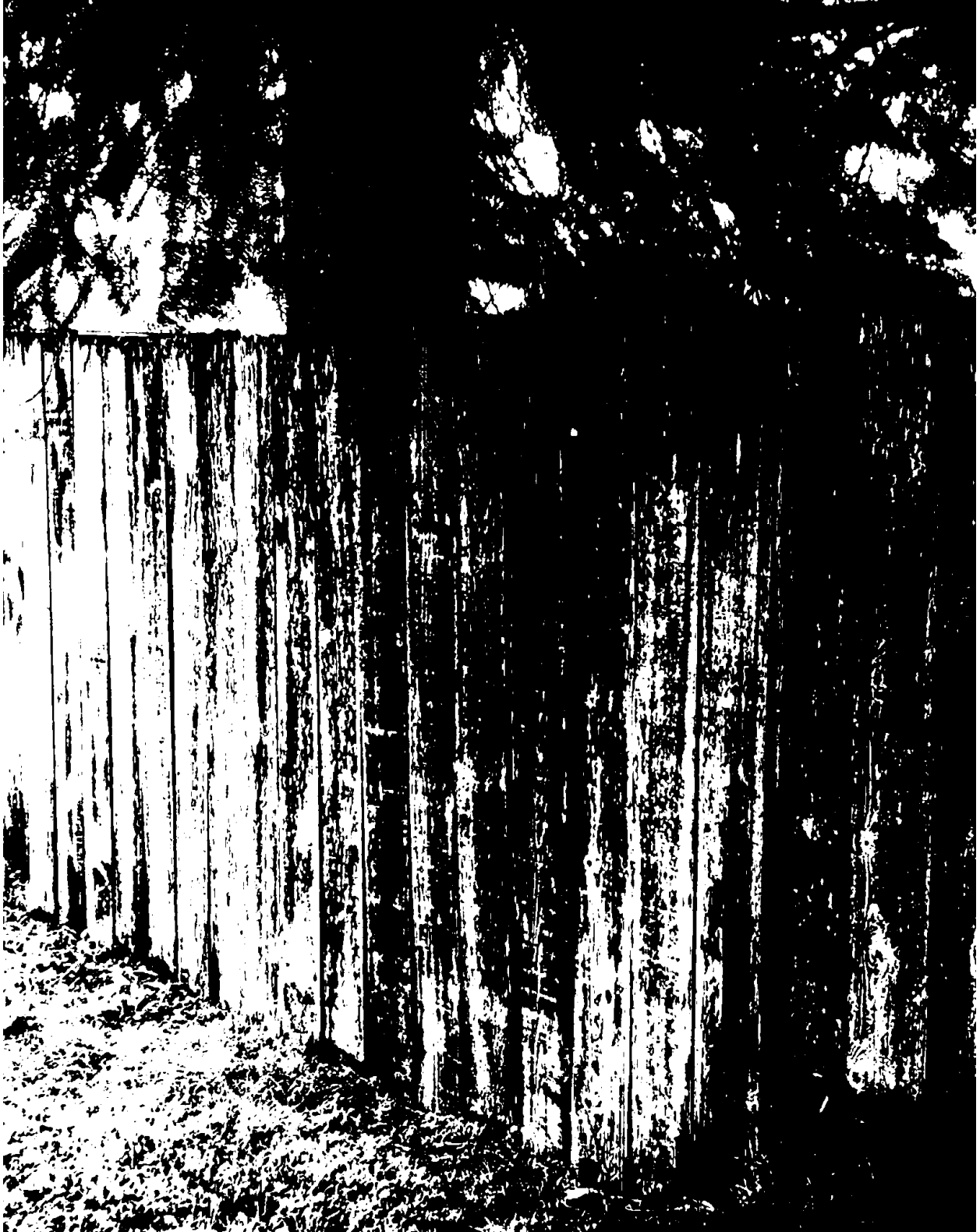
Sample photos of dilapidated fences in Marysville



















Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: CAO Gloria Hirashima, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Professional Services Agreement between City of Marysville and Strategies 360 for Consulting Services

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement between City of Marysville and Strategies 360 for Consulting Services
Action Requested 9/5/2023

SUMMARY: The proposed agreement establishes a professional services agreement for lobbying services for Strategies 360 Inc. to provide general government lobbyist services for the City's state and federal priorities. The proposed contract is a multi-year contract extending through the 2025 legislative session. Strategies 360 has provided general lobbyist services for the city since 2007.

Council action is requested at the September 5, 2023 work session as the current agreement expired August 30, 2023.

ATTACHMENTS:
S360_2023 PSA final.pdf

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND STRATEGIES 360, INC.**

THIS AGREEMENT (“Agreement”) 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 Strategies 360, Inc., a limited liability corporation, incorporated in Washington], organized under the laws of the state of Washington, located and doing business at 1505 Westlake Ave N, Suite 1000, Seattle, WA 98109 (“Consultant”).

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

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on September 1, 2023, and shall terminate at midnight on August 30, 2025. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$3500 per month for September through December 2023 (out of session rate) plus expenses and \$12500 per month for January through May (2024 Regular Legislative Session plus one month) and \$3500 per month June through December 2024 (out of session rate) plus expenses; and \$12500 per month for January through May 2025 (2025 Regular Legislation Session plus two months) and \$3500 per month for June through August 2025. (**\$14,000 plus expenses for September -December 2023; \$87,000 plus expenses for 2024; \$73,000.00 plus expenses for January-August 2025**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT'S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

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

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

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

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

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

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not

subject to disclosure under the PRA shall be marked “Confidential” and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

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

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

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

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

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

4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

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

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

_____ (City Initials) _____ (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

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

at law or in equity.

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

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

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

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

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

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

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

requirements of the Consultant before commencement of the Services.

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

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

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

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

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

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and

accomplishing the Services required under this Agreement. The Consultant shall not make a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

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

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

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

4.10 EMPLOYMENT.

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

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

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

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

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

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

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

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

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

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

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

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

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

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

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

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

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE
Gloria Hirashima
Chief Administrative Officer
501 Delta Avenue
Marysville, WA 98270

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

STRATEGIES 360, INC.
C/O Ron Dotzauer
1505 Westlake Ave N, Suite 1000
Seattle, WA 98109

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

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

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

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

6.5 SEVERABILITY.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2023.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 2023.

STRATEGIES 360

By _____
Ron Dotzauer
Its:

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A

Marysville Scope of Work – September 2023 thru August 2025

State Legislative Work (2024 session)

1. Marysville Sports Complex (Capital Budget Request)
2. Marysville Mother Nature's Window park funding (Capital Budget Request)
3. Homeless, Mental Health and Opioid Addiction funding for County (County, Health District, Cities)
4. Grove Street Grade Separation (Transportation Budget Request)
5. 156th Street Overcrossing Grade Separation (Transportation Budget Request)
6. Cascade Industrial Center (CIC) continued recognition and support
7. Work on capital project funding for city projects including parks, trails, public safety and general city facilities.
8. Participate in efforts to advance the AWC legislative agenda to affect issues of interest for cities.
9. Participate in efforts to advance the Snohomish County cities legislative priorities.
10. Keep abreast of other legislation, policy issues and news that may affect the City.

Federal Legislative Work (2024 session)

1. Seek funding opportunities and advocate for transportation, environmental restoration, parks and trails (LWCF funds), public safety, and economic development projects within the City through the federal appropriations or grant processes.
2. Advocate for transportation mitigation projects and grade separation funding to mitigate the adverse impacts of increased train travel through Marysville.
3. Advocate to Congress and federal agencies on the behalf of Marysville as issues arise.
4. MIC Infrastructure support.
5. Downtown/waterfront revitalization plan
6. Community Development Block Grant funding through HUD – continued support for program.
7. Homeless/mental health funding.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** Setting Mandatory Minimum Sentences for Certain Crimes Committed by Repeat Offenders and Amending Chapter 6.03 of the Municipal Code.

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. ____.

SUMMARY: Citizens and businesses in Marysville have been negatively affected by crimes such as theft, criminal trespass, and the public use of illegal drugs and these negative effects include increased public disorder, financial loss, and decreased physical safety. These negative effects discourage the utilization of public amenities in Marysville, discourage business, and negatively affect our residents' quality of life. Sentences for criminal offenses should be proportionate to both the seriousness of the crime and the prior criminal history.

This ordinance identifies theft, criminal trespass, vehicle prowling, and using controlled substances in public as "Public Disorder Crimes." If multiple crimes are committed on the same day, they count as one Public Disorder Crime.

This ordinance would set mandatory minimum sentences for Public Disorder Crimes. The mandatory minimums would start at 30 days in jail for a third conviction and escalate to 60 days for a fifth conviction, and 90 days for a seventh conviction.

ATTACHMENTS:
Ordinance - Public Disorder Crimes.pdf

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, SETTING MANDATORY MINIMUM SENTENCES FOR
CERTAIN CRIMES COMMITTED BY REPEAT OFFENDERS AND
AMENDING CHAPTER 6.03 OF THE MUNICIPAL CODE.**

WHEREAS, citizens and businesses in Marysville have been negatively affected by crimes such as theft, criminal trespass, and the public use of illegal drugs and these negative effects include increased public disorder, financial loss, and decreased physical safety; and

WHEREAS, these negative effects discourage the utilization of public amenities in Marysville, discourage business, and negatively affect our residents' quality of life; and

WHEREAS, community protection from repeat offenders is a priority for any civilized society; and

WHEREAS, sentences for criminal offenses should be proportionate to both the seriousness of the crime and the prior criminal history; and

WHEREAS, while first-time offenders should be considered for alternatives to incarceration, individuals who have previously been convicted, received a deferred sentence, or had the benefit of a stipulated order of continuance should be held accountable if they continue to commit crimes; and

WHEREAS, public health and safety will be enhanced by holding repeat offenders accountable and deterring individuals from engaging in repeat criminal behavior.

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

SECTION 1. A new section is added to chapter 6.03 of the municipal code as set forth in Exhibit A.

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

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2023.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

6.03.120 Mandatory Minimum Sentences for Public Disorder Crimes.

(1) “Public Disorder Crime” means theft in the third degree, vehicle prowling, criminal trespass, and use of a controlled substance in a public place. Multiple charges on the same date count as one Public Disorder Crime.

(2) Upon a conviction for a Public Disorder Crime, the municipal court shall impose a mandatory minimum sentence of no less than 30 days in jail if within the five years prior to the conviction, the defendant had in the state of Washington, two or more of the following dispositions for any crime defined in this section as a Public disorder crime:

- (a) a conviction; or
- (b) a stipulated order of continuance or similar agreement; or
- (c) a deferred sentence.

(3) Upon a conviction for a Public Disorder Crime, the municipal court shall impose a mandatory minimum sentence of no less than 60 days in jail if within the five years prior to the conviction, the defendant had in the state of Washington, four or more of the following dispositions for any crime defined in this section as a Public disorder crime:

- (a) a conviction; or
- (b) a stipulated order of continuance or similar agreement; or
- (c) a deferred sentence.

(4) Upon a conviction for a Public Disorder Crime, the municipal court shall impose a mandatory minimum sentence of no less than 90 days in jail if within the five years prior to the conviction, the defendant had in the state of Washington, six or more of the following dispositions for any crime defined in this section as a Public disorder crime:

- (a) a conviction; or
- (b) a stipulated order of continuance or similar agreement; or
- (c) a deferred sentence.

(5) A stipulated order of continuance shall be considered a disposition for the purposes of this section regardless of whether it has been revoked or whether the defendant successfully completed the terms of the stipulation resulting in the dismissal of the charge.

(6) A deferred sentence shall be considered a disposition for the purposes of this section regardless of whether judgment has been entered or whether the defendant successfully completed the terms of the sentence resulting in the dismissal of the charge.

(7) If a defendant is convicted of two or more Public Disorder Crimes on the same date and the offenses occurred on separate dates, then a mandatory minimum sentence shall be imposed for each Public Disorder Crime conviction.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: CAO Gloria Hirashima, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Professional Services Agreement -Supplemental Agreement #2 with Perteet, Inc. for consulting services related to the Riverwalk project.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Supplemental Agreement #2 with Perteet, Inc. in the amount of \$86,357.00 for a total of \$147,892.00.
Action Requested 9/5/2023

SUMMARY: The City contracted with Perteet, Inc. to provide consulting services for the Riverwalk project on the City's waterfront site. The project work includes environmental studies and preparation of permit applications to support site development. The City is working with three separate developers on the waterfront site and would be responsible for subdivision, grading, and preparation of the site for development.

ATTACHMENTS:

- Perteet - Supp No 2.pdf
- Perteet, Inc - Marysville Riverwalk - Waterfront Redevelopment (2).pdf

**SUPPLEMENTAL AGREEMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET**

THIS SUPPLEMENTAL AGREEMENT NO. 2 (“Supplemental Agreement No. 2”) 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 Perteeet, Inc., a Washington for profit corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for environmental services related to the Riverwalk Project, site clearing, and planning for development (the “Original Agreement”), said Original Agreement being dated April 12, 2023; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for unanticipated related tasks requiring additional effort beyond the current approved scope of work and to provide compensation therefore;

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

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be replaced by Exhibit A-2, attached hereto and by this reference made part of this Supplemental Agreement No. 2, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight December 31, 2023.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$86,357.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$147,892.00 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

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

Original Agreement	\$57,000.00
Supplemental Agreement No.1	\$4,535.00
Supplemental Agreement No. 2	\$86,357.00
Grand Total	\$147,892.00

4. Each and every provision of the Original Agreement for Professional Services dated April 12, 2023, 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 _____ day of _____, 20____.

PERTEET, INC.

By _____
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A-2
Scope of Services

EXHIBIT A
DRAFT SCOPE OF SERVICES
Supplement No. 2
Marysville Riverwalk Waterfront Redevelopment

INTRODUCTION

The Marysville Riverwalk Waterfront Redevelopment project is a future mix-use development with plans for multi-family luxury apartments, hotels, restaurants, sports facilities, public plaza, and open space connections to the Ebey Waterfront Trail and connecting commercial uses.

The City (Client) has requested Perteet (Consultant) prepare this Scope of Services to obtain the relevant environmental permits for clearing and filling the site with enough material to bring the elevations of the lowest floor of new buildings to above base flood elevations (currently 13 feet). The clearing and grading plans will include approaches to mitigate for the existing jurisdictional ditch that will be filled as part of site development.

The City has prepared a Master Plan and Planned Action EIS that addresses SEPA requirements. Future developments may forego the need for a new threshold determination, but the City will need to demonstrate substantive compliance with Planned Action EIS for the current clearing and grading limits. Additional work to be performed by the City may include Master Plan boundary adjustment, administrative decision or supplement to the Planned Action EIS to incorporate the filled lagoons area into the project limits.

Under this Scope of Services, the Consultant will provide detailed grading plans and environmental documentation to support a Joint Aquatic Resource Permit Application (JARPA). The targeted date for completing the submittal materials is six weeks from Notice to Proceed.

The Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

GENERAL SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task.

This scope consists of the following elements:

- Task-100 – Trailing Expenses
- Task 400 – Critical Areas Review and Mitigation Plans
- Task 500 – Environmental Permitting
- Task 600 – Clearing and Grading Plans

DETAILED SCOPE OF SERVICES

Task 100 – Limited Field Investigation Trailing Expenses

The Consultant completed Limited Field Investigations in May 2023. As part of that effort, an additional day of field effort was required because groundwater recharge rates required waiting overnight to complete groundwater sampling. This required a second day for the Consultant's drilling contractor to be on-site. This additional vendor fee was not included under Supplement #1. This task authorizes an additional \$3,103.10 (vendor fee plus markup) to be added to the Task 100 budget.

Task 400 – Critical Area Review and Mitigation Plans

The Consultant will conduct a critical area review per MMC 22E.010 to identify and document regulated critical areas (i.e., wetlands and fish and wildlife habitat conservation areas) in and near the project area and prepare a critical area report. In addition, the Consultant will prepare a conceptual plan to address filling of the jurisdictional ditch that is currently conveyed through the Public Works property.

Work elements include:

- Evaluate available natural resources maps and database information to determine the potential for critical areas and/or buffers within the project corridor.
- Conduct a field visit to identify and evaluate critical areas in the area and prepare a critical area report.
- Confirm the mitigation approaches for the jurisdictional stream filling through the Public Works property. This will include one meeting with the City team to review historical stream information and determine options that supports the Riverwalk development objectives.
- Prepare a conceptual design and mitigation plan for the proposed jurisdictional stream filling.

Assumptions:

- Assumed critical areas in the project's vicinity include off-site wetlands to the east, ditched stream channel between off-site wetlands and Ebey Slough, and the fish and wildlife habitat conservations area of Ebey Slough.
- Scope does not include ordinary high-water mark (OHWM) delineation, wetland delineation, and/or field data collection.
- A supplement will be prepared for additional services as needed.

Deliverables:

- Pre-submittal depiction map figure of wetlands and streams for evaluation of impacts and to facilitate pre-submittal permit coordination (draft and final conceptual design drawings with permitting information via email)
- Draft and Final Critical Area Determination Report
- Draft and final conceptual stream restoration and mitigation plan with preliminary impacts assessment narrative and regulatory review to consider permit implications and documentation requirements.
- Correspondence via email

Task 500 – Environmental Permitting

The Consultant will provide environmental documentation and permitting assistance as required for the project. Permits not identified in this section will be obtained by the City or individual developers.

Subtask 501 Hydraulic Project Approval (HPA)

The Consultant will complete the Joint Aquatic Resources Application (JARPA) to include jurisdictional stream and other surface water impacts related to filling of the site and submit for a Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW).

Work elements include:

- Coordinate a site visit with WDFW.
- Complete the JARPA form and applicable appendices.
- Submit the JARPA and relevant application materials for an HPA.

Assumptions:

- The City will amend the downtown core zone of the Master Plan Development to incorporate a portion of the filled-in lagoon and revise the SEPA determination.
- The SEPA determination is required to apply for the HPA.
- Project information from the critical area report and other in-scope engineering documents are assumed to be adequate for HPA review and issuance.
- One (1) minor revision to the JARPA is assumed after the HPA submittal review.
- The HPA will be approved based on the submitted information and will not be appealed.
- The JARPA will be completed for all permits needed, including Shoreline Substantial Development Permit (Subtask 2.2), Section 404 Permitting (Subtask 2.3).

Deliverables:

- Electronic copy of the draft and final JARPA and HPA submitted information
- Correspondence via email

Subtask 502 Shoreline Substantial Development Permit (SSDP) Supplemental Documentation

The Consultant will complete the previously drafted shoreline permit documentation to demonstrate consistency with the Marysville Shoreline Master Program (SMP).

Work elements include:

- Conduct a flood study to demonstrate no net loss of hydrologic characteristics and flood storage.
- Prepare more detailed figures showing the jurisdictional stream re-alignment and to be conducted within the shoreline jurisdiction.
- Prepare a Shoreline Enhancement Planting Plan, per the SMP.

Assumptions:

- The Consultant will rely on the SMP's depiction of the Shoreline Jurisdiction and shoreline environment designations (SMP, Figure 1. Shoreline environment designations for City of Marysville – Ebey Slough and associated shorelands, 3/20/20) for mapping and area calculations.
- Includes the JARPA prepared in Subtask 2.1
- Critical Area Report and Mitigation Plan prepared in Task 1.

Deliverables:

- Electronic copy of shoreline permit documents
- Correspondence via email

Subtask 503 Federal Corps 404 Permitting and Related Consultations

The on-site watercourse is presumed to be a jurisdictional Water of the United States (WOTUS) and is regulated under the Corps of Engineers 404 permit program. The existing watercourse will be abandoned, and a new natural drainage will be constructed to restore a portion of pre-development drainage patterns.

Activities:

- Prepare, assemble, and electronically submit Federal Corps 404 permit application materials.
 - Includes the JARPA prepared in Subtask 2.1
 - Project drawings
 - Biological Evaluation (Subtask 2.4)
 - Critical Area Report and Mitigation Plan prepared in Task 1

Assumptions:

- Assumes 30% design and WDFW's review and approval of the HPA.
- Assumes the project falls under the jurisdiction of Section 404 of the Clean Water Act as of the date of this scope of services.
- The JARPA form used for the HPA will also be used and submitted for the 404 permit review.
- Activities to be permitted will fall under programmatic Nationwide Permits (NWP). An individual 404 permit will not be required.
- A Cultural Resources Screening and Compliance Considerations memo was prepared on 5/3/23 and will be included in the Corps 404 submittal package.
- If additional analysis or changes in potential impacts is required by Corps/Ecology/Services/tribes or other review entities, such work will be considered as an additional service beyond this scope of work.
- The 401 Water Quality Certification will be certified by the Corps under NWP 14; separate consultation with Ecology for 401 reviews will not be necessary. If a separate 401 submittal is required by the Corps, that effort may require a supplement to this agreement.
- Corps figures and maps will be specially formatted from project information to meet Corps requirements for JARPA review and will be separate from design drawings that support roadway improvements.
- Twelve (12) hours of consultation time is budgeted in this task to stay connected with the Corps via email and telephone to facilitate agency.

- One (1) minor revision and resubmittal of 404 permit information under this task is budgeted in this task.

Deliverables:

- Draft and final Corps 404 JARPA submittal package in electronic format with specially formatted 8.5" x 11" project drawings for City review before submittal of Final JARPA to Corps
- Facilitation of submittal review with the Corps and one (1) minor revision and resubmittal; up to three (3) months of weekly or biweekly check-in with the Corps is assumed

Subtask 504 Biological Evaluation (BE) for Corps 404

The Consultant will prepare a Biological Evaluation to facilitate Section 7 Endangered Species Act consultation requirements of a Corps Permit with the NMFS and USFW, otherwise known as the Services. Essential Fish Habitat under the Magnuson Stevens Act will also be addressed. The Biological Evaluation will be prepared and submitted to the Corps with the JARPA package to indicate the understood Area of Potential Effect (project footprint) and Action Area showing the environmental and biological context of listed wildlife species. An existing conditions map identifying species considerations will be GIS to illustrate the project location and watershed resources in the Action Area.

Assumptions:

- Potential project impacts are assumed to include temporary stream impacts.
- Mitigation for impacts will be described in critical areas documents and cited in the BE.
- Project drawings and construction sequence information from other scope tasks will be utilized for the BE. No special design plans or concept modifications are assumed for the BE effort or for Section 7 ESA Consultation. A "May Affect but Not Likely to Adversely Affect" determination is assumed based on avoidance of potential downstream impacts and effects to listed species on Essential Fish Habitat.
- A pollutant loading analysis such as HIRUN is not assumed to be required and is not scoped for this BE.
- The BE will include aquatic life protection water quality monitoring and protection protocols as may be required by the Services.
- If Additional analysis beyond this scope is requested during Corps NMFS or USFW review, such work will be considered as an additional service beyond this scope of work and may necessitate a supplemental scope and fee.

Deliverables:

- Draft and final Biological Evaluation for Corps 404 Coordination, PDF format

Subtask 505 Floodplain Development Permit (City) and CLOMR-F (FEMA)

The Consultant will prepare a floodplain development permit application and facilitate the CLOMR-F application process, including preparation of the ESA documentation required by FEMA and compilation of the required documentation for the CLOMR-F application for City review and signature prior to submittal. The floodplain development permit application will include the fill, grading, and other activities within the regulatory floodplain required to achieve an approved LOMR-F.

Assumptions:

- Floodplain storage will be addressed in the SSDP permitting process.

- No other special studies will be required for the floodplain permit.
- The CLOMR-F application will be submitted by the Consultant using the FEMA Online Letter of Map Change website, after the proposed grading plan is approved. The fee will be paid by the City after initial submittal of the application by the consultant to FEMA.
- City will provide a licensed professional surveyor to prepare the proposed elevations and legal descriptions required for the CLOMR-F application “Elevation Form” under a separate contract.
- The BE evaluation required for the Corps Section 7 consultation will provide necessary effects determination for the CLOMR-F ESA evaluation. The effort for this task will include preparing a technical memo to describe federal permitting process occurring under a separate task.
- LOMR-F application will be prepared under a separate scope of work after grading reflects the proposed conditions.
- The City will sign the CLOMR-F application “Community Acknowledgement Form.”

Deliverables:

- Completed floodplain development permit application
- Completed CLOMR-F application, including ESA documentation, using the MT-1 Form

Subtask 506 Section 106 Cultural Resources Submittal

Because the project involves the filling of the existing sites the assessment will consist solely of records research, a site visit, and inquiries with state and tribal agencies. The Consultant will check the Washington Department of Archaeology and Historic Preservation (DAHP) Washington Information System for Architectural and Archaeological records Data (WISAARD) for information about previous cultural resources assessments in the project vicinity and identified archaeological sites. Other background information may be collected from geotechnical studies, local historical societies, libraries, and ethnographic accounts. Cultural resources staff from local affected Tribes will also be contacted about the project to solicit any information they would like to share about the area. This is a technical inquiry only and does not substitute for formal consultation that may be required by law.

Perteet will prepare a report that will include a description of the project, a summary of the background research, and an assessment of the project’s potential for affecting buried pre-contact or historical archaeological sites. The report will be suitable for submission to Tribes, DAHP, and as part of the Section 106 Consultation with the Army Corps of Engineers.

Assumptions:

- The report will undergo one (1) round of review.
- No Historic buildings will be evaluated or recorded.
- No archaeological fieldwork will be completed.

Deliverables:

- Draft report, 1 PDF by email
- Final report, 1 PDF by email, submitted to DAHP by Perteet

Task 600 – Clearing and Grading Plans

The Consultant will prepare clearing and grading plans to comply with the City’s Grading Permit Requirements.

Work elements include:

- Develop a clearing and grading plan set showing cut and fill extents, proposed drainage and site topography, a cross-section drawing showing existing soils and proposed final grade elevations, clearing limits, erosion and sediment control methods, and site stabilization methods control measures.
- Prepare a grading plan sheet that reflects the current floodplain boundary and the proposed floodplain boundary.

Assumptions:

- Plans will identify utility improvement/abandonments and proposed improvements.
- The Consultant will identify sources of fill material, including checking with Snohomish County about airport soil that may be available for filling the site.
- Plans include grading specifications for the stream relocation project.

Deliverables:

- Electronic set of grading plans

FEE ESTIMATE

Project Marysville Riverwalk Brownfields Redevelopment Supplement2 **Contract Start Date** 3/28/2023 **Last Update date** 8/31/2023
Client City of Marysville **Contract End Date** 3/28/2024 **Perteet Project No.** 20230034.0000S2
PM Peter Battuello **Contract Duration:** 12 Months

Task	Billing Rate	Director	Sr. Associate	Sr. Associate	Lead Engineer	Civil Designer II	Lead Designer	Senior Planner	Senior Planner	Planner III	Planner II	Planner I	Sr Environmental Scientist	Lead Environmental Scientist	Accountant	Cultural Resources Specialist II	Cultural Resources Specialist II	Cultural Resources Specialist I	Total Hours	Labor Dollars
Task 100 Limited Field Investigation		\$310.00	\$245.00	\$245.00	\$190.00	\$145.00	\$145.00	\$185.00	\$185.00	\$155.00	\$145.00	\$100.00	\$175.00	\$160.00	\$125.00	\$130.00	\$130.00	\$105.00		
Expense Adjustment Only																				
Task 400 Project Management and Administration		6.00												3.00	2.00				11.00	\$2,590.00
Total Task 400 Project Management and Administration		6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	2.00	0.00	0.00	0.00	11.00	\$2,590.00
Task 500 - Environmental Permitting																				
501 IARPA/HPA				2.00						8.00			12.00						22.00	\$3,830.00
502 SSDP								4.00		12.00	4.00		4.00						24.00	\$3,880.00
503 404 Permitting and Consultation				2.00						16.00			16.00						34.00	\$5,770.00
504 Biological Evaluation				6.00						8.00			32.00						46.00	\$8,310.00
505 CLOMAR-F								24.00		16.00		10.00							50.00	\$7,920.00
506 Section 106 Cultural Resources									4.00							16.00	4.00	16.00	40.00	\$5,020.00
Total Task 500 - Environmental Permitting		0.00	0.00	10.00	0.00	0.00	0.00	28.00	4.00	60.00	4.00	10.00	64.00	0.00	0.00	16.00	4.00	16.00	216.00	\$34,730.00
Task 600- Grading Plan			1.00		8.00	16.00	12.00												37.00	\$5,825.00
Total Task 600- Grading Plan		0.00	1.00	0.00	8.00	16.00	12.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37.00	\$5,825.00
Task 700 Crical Areas Review and Mitigation Plan				4.00							24.00		56.00						84.00	\$14,260.00
Total Task 700 Crical Areas Review and Mitigation Plan		0.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	0.00	56.00	0.00	0.00	0.00	0.00	0.00	84.00	\$14,260.00
Total Hours		6.00	1.00	14.00	8.00	16.00	12.00	28.00	4.00	60.00	28.00	10.00	120.00	3.00	2.00	16.00	4.00	16.00	348.00	
Total Dollars		\$1,860.00	\$245.00	\$3,430.00	\$1,520.00	\$2,320.00	\$1,740.00	\$5,180.00	\$740.00	\$9,300.00	\$4,060.00	\$1,000.00	\$21,000.00	\$480.00	\$250.00	\$2,080.00	\$520.00	\$1,680.00		\$57,405.00

SUMMARY	
Labor	\$57,405.00
Expenses	\$3,103.00
Subconsultants	\$25,849.00
CONTRACT TOTAL	\$86,357.00



Marysville No Rise

Select hydrologic model used to establish the flow boundary conditions in the hydraulic model

Hydrology for the No-Rise modeling effort will use existing FEMA flows currently in the Effective Model. Hydrology flow splits from Effective Model will be verified to match previous modeling efforts.

Assumptions –

- No hydrologic modeling will be conducted, only a review of how flows spilt in the Effective hydraulic model

Hydraulic analyses for No-Rise certification

NWW will conduct all modeling required for the No-Rise submittal. The following models will be required:

- Duplicate Effective Model – Run the Effective Model for the study area.
- Post-Project Model – Model will be based on future grading.

A technical report for the hydraulic modeling associated with the Pre-Project and Post-Project conditions will be prepared to support the No-Rise certification.

Assumptions –

- Effective Model is available.
- Effective Model is 1D HEC-RAS
- No Floodway will be modeled or mapped.
- Existing and Proposed modeling terrains will be provided by Perteet

Produce and submit complete No-Rise Document

NWW will prepare a Technical Memorandum supporting the hydraulic modeling efforts associated with the No-Rise certification.

Assumptions –

- ESA compliance documentation will be completed by others.
- Mapping will be produced by Perteet
- No documentation is required for the CLOMR-F associated with this project.

A.4 Project Deliverables

Deliverables for this effort shall include:

1. Complete Hydraulic analyses required for No-Rise certification
2. HEC-RAS models
3. Technical Memorandum supporting No-Rise certification modeling efforts

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

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 Pertect, Inc., a Washington for profit corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for environmental services related to the Riverwalk Project, site clearing, and planning for development (the “Original Agreement”), said Original Agreement being dated April 12, 2023; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for unanticipated related tasks requiring additional effort beyond the current approved scope of work and to provide compensation therefore;

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

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be replaced by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No. 1, and a part of the Original Agreement.

2. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$4,535.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$61,535.00 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

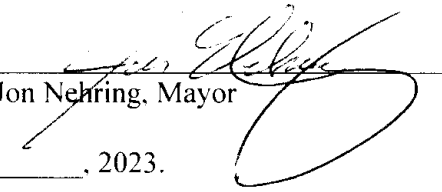
The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$57,000.00
Supplemental Agreement No.1	\$4,535.00
Grand Total	\$61,535.00

3. Each and every provision of the Original Agreement for Professional Services dated April 12, 2023, shall remain in full force and effect, except as modified herein.

DATED this 6th day of July, 2023.

CITY OF MARYSVILLE

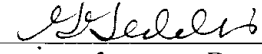
By 
Jon Nehring, Mayor

DATED this _____ day of _____, 2023.

PERTEET, INC.

By Crystal L. Donner
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:


Genevieve Gaddis, Deputy City Clerk

Approved as to form:

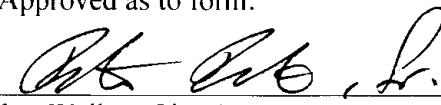

Jon Walker, City Attorney

EXHIBIT A-1
Scope of Services

INTRODUCTION

The City of Marysville is embarking on the mixed-use development of the Ebey Waterfront. The current project is envisioned to be a mix of multi-unit housing, tournament sports facilities, and a hotel that will be constructed on the current City public works yard at 300 Columbia Avenue and the former Interim site, which is an adjacent parcel at 600 State Avenue. Partee staff have been assisting the City with site master planning and environmental compliance strategies for the waterfront properties over the past several years. This scope of services provides for the continuation of environmental services and regulatory analysis to support the advancement of the planned development. The objective of this scope of services is to gather additional information about current environmental conditions and assist with development of risk and cost sharing approaches that help the City advance the waterfront development.

PROPOSED SCOPE OF SERVICES

Task 100 – Limited Field Investigation

For over 12 years, the City has been collaborating with the Washington Department of Ecology (Ecology) on remediation costs for the former Interim site (Figure 1) in 2013, the City commissioned a Phased Environmental Site Assessment for the approximate 27.35-acre industrial waterfront site in Snohomish County parcel 310083500200101 (currently identified as the public works property located at 300 Columbia Avenue in Marysville, WA, PW Parcel). The findings of the Phase I identify that additional studies were needed to accurately define the presence and extent of soil and groundwater contamination at the PW Parcel. In 2019, the City completed a remedial investigation of the adjacent Interim site. That investigation included some assessment of conditions at the PW Parcel. Based on the findings of the remedial investigations and the City's desire to advance development discussions with interested investors, Partee proposes to implement Limited Field Investigations (LFI) at the PW Parcel to further define contamination that will need to be addressed during construction of the planned development. The objective of this task is to perform soil and groundwater testing and preliminary report of conditions that can be used to support the development discussions with the private partners.

Work Elements

- Prepare and submit LFI planning documents to include the Sampling and Analysis Plan (SAP), Standard Operating Procedures (SOPs), and Site Specific Health and Safety Plan (SSASP).
- Solicit vendors to include a Miller Direct Push geologic field equipment supplier and a certified laboratory.
- Perform private utility locate to identify utilities within the work area.
- Drilling contractor, under the direction of the Consultant, will perform environmental sample collection using a Direct Push geologic. The Consultant will collect soil samples from up to five locations as shown on Figure 1.
- Collect one composite soil sample and one groundwater sample from an existing location. Collect one sediment sample from between 0-100 bags and collect one surface water sample from the ditches along the eastern and western property boundaries.

- Analyze samples using an Ecology certified laboratory. Samples will be analyzed as shown in Table 1 analyzed. Anticipated depth to groundwater and analysis are based on information in the remedial investigation report.
- Conduct a groundwater flow assessment to better define groundwater depth and flow direction across the PW Parcel. This is needed to reconcile groundwater flow regimes between the PW Parcel and the Interfor mill site and better understand when groundwater might be encountered during site development. The Consultant will measure groundwater elevations in five existing groundwater wells shown on Figure 1. The City will provide excavation to install a new piezometer at the southern end of the public works yard. The excavation will extend to 12 feet and be completed as a piezometer with two-inch PVC pipe surrounded by coarse sand and covered with silt. The Consultant will coordinate this flush mount surface seal to be installed.
- Prepare a summary report that describes the LFI findings and provides recommendations to support independent remedial actions that will be planned during construction of the development. The report will discuss sampling and analysis findings and identify the nature of contamination that would likely be encountered during construction of the development.

Table 1. Sampling Summary.

No.	Data Objectives	Media	Analytes
F1	Assess potential releases from oil water separator and truck wash	Soil/Groundwater	Arsenic, TPH, Volatiles
F2	Assess potential releases from oil water separator and truck wash	Soil/Groundwater	Arsenic, TPH, Volatiles
F3	Assess releases to floor drains or jumps	Soil/Groundwater	Arsenic, TPH, Volatiles
F4	Assess soil conditions near maintenance and storage	Soil	Metals, TPH, General Chemistry, TSS
F5	Assess groundwater conditions near salt and de-ice storage	Groundwater	General Chemistry, Metals, TSS
MWBG 1	Assess groundwater conditions at downgradient end of PW yard	Groundwater	General Chemistry, Metals, TPH, TSS
DITCH 1	Sample water and sediment in ditch	Surface Water, Sediment	General Chemistry, Metals
DITCH 2	Sample water and sediment in ditch	Surface Water, Sediment	General Chemistry, Metals

Assumptions

- The City excavates and fills the Piezometer well.
- Actions will be consistent with the independent remedial action approach presented to the City in December 2021 and March 2023.
- LFI report will be completed within two weeks following receipt of final analytical reports.

Deliverables

- Draft and Final Limited Field Investigation Report

¹ General Chemistry will include ammonia, nitrate, nitrite, and water temperature. Volatiles will include Benzene, Ethylbenzene, Toluene, Xylenes, Acetone, and Total Chloroethenes. TSS Total suspended Solids analysis will be performed on groundwater samples.

Task 200 – Additional Environmental Services

The objective of this task is to provide environmental services in support of the City's discussions with developers and to support the permitting of the project.

Work Elements

- The City is demolishing several buildings along the Marysville Riverwalk. The Consultant will provide qualified staff to verify hazardous materials abatement of four buildings being demolished by City crews. This will include on-site inspection of abatement areas prior to removal of hazard containment areas.
- Prepare shoreline permit documentation for City to submit for planning review. This will include application form, site plan (provided by City), and descriptions of the project and anticipated shoreline impacts.
- Provide technical consultation on regulatory issues and review developer environmental submissions in support of Purchase and Sale Agreements (PSAs).
- Prepare RFQ and assist the City oversee that spot removals from the interior property.
- Determine Area of Potential Effect (APE) and provide an archaeological review of the properties to identify the permitting requirements and construction constraints.
- Develop and submit a floodplain plan identifying the appropriate flood protection elevations and FEMA insurance obligations for developing the property. This plan will provide recommendations on advancing the project through a FEMA Conditional Letter of Map Revision (CLOMR) process in accordance with the City's Floodplain Management Ordinance.
- Additional environmental services as requested by the Client in support of Marysville Riverwalk development.

Assumptions

- The project is eligible under the Downtown Master Plan Planned Action EIS. No SEPA is required.
- Abatement verification of four buildings.
- Abatement verification confirms adequacy of abatement in a single site visit inspection.
- This task includes just the preparation of shoreline documentation for the City. No effort beyond the application documents is provided for in this scope of services.
- Archaeological review includes WISSARD review and preliminary consultation with affected tribes. No on-site archaeological survey or data collection is provided for in this scope of services.
- Technical consultation and review of developer submissions is limited to the labor hours included in the task budget.
- Requests for additional services will be performed on a time and materials basis. A justification will be agreed to with the Client before implementing additional services.

Deliverables

- Written verification that abatement was completed in accordance with specifications.
- Completed Shoreline Substantial Development Permit application.
- Floodplain plan to be submitted to the City.
- Summary of archaeological review to be submitted to the City.
- Meeting summaries.

Task 300 – MTCA Risk Assignment

The development of the Marysville Riverwalk will involve the entitlement of new parcels that are affected by contaminated groundwater and historic areas of soil contamination. The objective of this task is to develop environmental risk and cleanup cost allocation approaches to support negotiations with private interests. This task will be performed by Mr. William Chapman with support from Parrett staff. Specific tasks include:

- Site visit to assess site conditions and discuss the regulatory and technical liability strategy approach for the development.
- Develop preliminary approaches for assigning environmental risk through the PSA during construction and through the life of the development.
- Develop a preliminary cost allocation approach for additional costs associated with handling, transporting, treating, and disposing of contaminated material encountered during construction.
- Assess the extent of cleanup cost associated with the development of each parcel entitled as part of the development.
- Support the City in negotiating assessment and cost allocation during our Phase and scope of work.

Assumptions:

- One site visit and regulatory strategy meeting.
- Preliminary approaches for risk and cost allocation will be based on other development contracts for similar projects.
- Up to six hours of negotiation support.
- City legal staff or outside counsel will prepare legal agreements.

Deliverables:

- Preliminary reports with summaries.
- Meeting notes and recommendations to develop preliminary terms on cost and risk allocation terms.

Task 400 – Project Administration

The objective of this task is to provide sufficient administration and management to deliver the scope of services and regularly report on progress of scope, budget, and other commitments.

Work Elements:

- Internal project team coordination.
- Regular communication with the Client.
- Submit monthly progress reports and invoices.
- Manage changes to scope, budget, or schedule elements of the project.

Assumptions (applies to all tasks):

- The level of effort for each task is limited to the amount of labor and expenses in the attached fee schedule. Additional effort beyond these limits will be considered extra work.
- All deliverables will be submitted electronically.
- The project will last for six months.

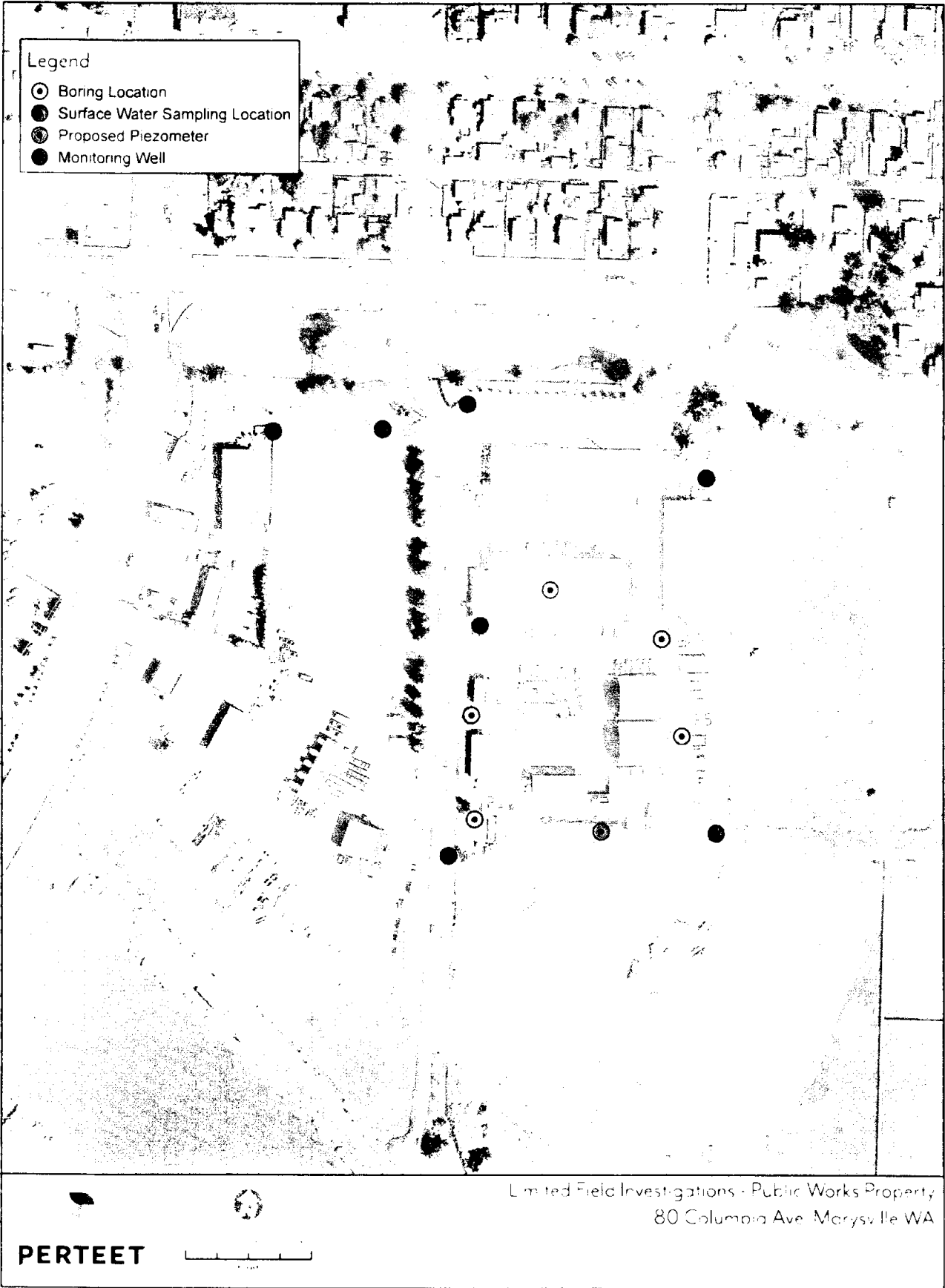
Deliverables:

- Monthly progress reports and invoices.

Limitations

Peritec's services shall be limited to those expressly set forth in this scope of services. If the service is not specifically identified herein, it is expressly excluded. Peritec shall have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Scope of Services and any additional services authorized by amendment. Peritec reserves the right to shift funds within the contract between tasks, and between members of the Consultant Team during the prosecution of the work.

The proposed scope of work is designed consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the same locality and under similar conditions. The analyses and recommendations described in this scope of services are based on our review of available information at the time of preparing this scope of services. Therefore, the recommended work elements and associated fee estimate are based solely on the limits of information obtained and may be subject to change based on the revelation of new information that may come to light during the project.



ADDED SCOPE - June 8, 2023

Re: Supplement to Marysville Brownfield Redevelopment Services

A Professional Services Agreement (PSA) between City of Marysville (the City) and Perteet Inc. (Perteet) was entered into on April 12, 2023 for the continuation of environmental services and regulatory analysis to support the advancement of the planned waterfront development. Additional services **requested** beyond the approved scope of services in the original PSA to support the development discussions with the private partners. **Additional services were also required to meet the needs of the demolition team related to hazardous material abatement as described below:**

- Develop and submit a fill plan that will be used to inform the development team and provide a basis for the binding site plan and Shoreline Substantial Development Permit.
- Review and provide comments on development guidelines and environmental disclosures.
- Prepare the Environmental Disclosure document **to be used as part of Purchase and Sale agreements.**
- Additional meeting for June 14, 2023.
- Attend abatement pre-bid walk for the 60 State Avenue sites, reviewed asbestos surveys, sampled additional suspect ACM, submitted suspect ACM samples to the lab, consult with client on guidance for Universal Waste and CFC's, and provided client email summary and letter with results of suspect ACM to provide to contractors.
- An additional day of field effort required following drilling to sample groundwater due to insufficient water recharge at well locations.
- Installation of the Piezometer by Holocene (original contract identified the City "excavates/backfills the Piezometer well").

Consultant Fee Determination Summary

2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700

Project: Supplement to Marysville Brownfield Redevelopment Services
 Client: City of Marysville

Hourly Costs

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Director	6	\$310.00	\$1,860
Planner II	3	\$145.00	\$435
Lead Environmental Scientist/Manager	14	\$160.00	\$2,240
Total Hourly Costs	23		\$4,535.00

Reimbursables

<u>Expenses</u>	<u>Amount</u>
	\$
Total Expenses	0

<u>In-House Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		\$	\$
Total In-House Costs			0

Subconsultants

<u>Subconsultants</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
	\$		\$
Total Subconsultant Costs	0		0

Other

Management Reserve	\$0
Total Other Costs	\$ 0.00

Contract Total	\$4,535.00
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Prepared By: Andrea L Winder Date: June 8, 2023

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET, INC.**

THIS AGREEMENT (“Agreement”) 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 Perteet, Inc., a Washington for profit corporation incorporated in Washington], organized under the laws of the state of Washington, located and doing business at 2707 Colby Aveune, Suite 900, Everett WA 98201 (“Consultant”).

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

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on April 12, 2023 and shall terminate at midnight on December 31, 2024. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **Fifty-Seven Thousand Dollars (\$57,000)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT’S OBLIGATIONS.

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

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

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

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

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

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

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

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

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

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

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

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

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

4.6 INDEMNITY.

a. Indemnification and Hold Harmless. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

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

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

SP (City Initials) CLD (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

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

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

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

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

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

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

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

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

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

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

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

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

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

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

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

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

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

4.10 EMPLOYMENT.

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

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman's Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

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

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

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

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

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

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

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

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

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

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

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

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

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

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

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE
Gloria Hirashima, Chief Administrative Officer
501 Delta Avenue, Executive Department
Marysville WA 98270

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

PERTEET, INC.
Andrea Winder
2707 Colby Avenue
Everett, WA 98201

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

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

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

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

6.5 SEVERABILITY.

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

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

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

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

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

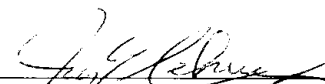
6.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

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

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


DATED this 17th day of April, 20 23

CITY OF MARYSVILLE

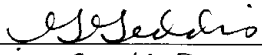
By 
Jon Nehring, Mayor

DATED this 11th day of April, 20 23

CONSULTANT

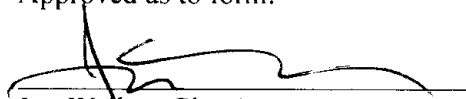
By 
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:



Genevieve Gaddis, Deputy City Clerk

Approved as to form:



Jon Walker, City Attorney

EXHIBIT A
Scope of Services

Scope of Services

Marysville Brownfields Redevelopment Services
for the Public Works Property

March 2023

City of Marysville



2707 COLBY AVENUE, SUITE 900
EVERETT, WA 98201
800.615.9900 425.252.7700

INTRODUCTION

The City of Marysville is embarking on the mixed-use development of the Ebey Waterfront. The current project is envisioned to be a mix of multi-unit housing, tournament sports facilities, and a hotel that will be constructed on the current City public works yard at 80 Columbia Avenue and the former Interfor mill site, which is an adjacent parcel at 60 State Avenue. Perteet staff have been assisting the City with site master planning and environmental compliance strategies for the waterfront properties over the past several years. This scope of services provides for the continuation of environmental services and regulatory analysis to support the advancement of the planned development. The objective of this scope of services is to gather additional information about current environmental conditions and assist with development of risk and cost sharing approaches that help the City advance the waterfront development.

PROPOSED SCOPE OF SERVICES

Task 100 – Limited Field Investigation

For over 12 years, the City has been collaborating with the Washington Department of Ecology (Ecology) on cleanup actions for the former Interfor mill site (Figure 1). In 2023, the City commissioned a Phase I Environmental Site Assessment for the approximately 7.35-acre northern portion of Snohomish County parcel 3005330020010, currently identified as the public works property located at 80 Columbia Avenue, in Marysville, WA (PW Parcel). The findings of the Phase I identified additional studies were needed to accurately define the presence and extent of soil and groundwater contamination at the PW Parcel. In 2019, the City completed a remedial investigation of the adjacent Interfor mill site. That investigation included some assessment of conditions at the PW Parcel. Based on the findings of the two investigations and the City's desire to advance development discussions with interested investors, Perteet proposes to implement Limited Field Investigations (LFI)¹ of the PW Parcel to further define contamination that would need to be addressed during construction of the planned development. The objective of this task is to perform soil and groundwater testing and preparation of a report of conditions that can be used to support the development discussions with the private partners.

Work Elements:

- Prepare and submit LFI planning documents to include the Sampling and Analysis Plan (SAP), Standard Operating Procedures (SOPs), and Site-Specific Health and Safety Plan (HASP).
- Solicit vendors to include: a driller (Direct-Push geoprobe), field equipment/supplies, and analytical laboratory.
- Perform private utility locate to identify utilities within the work area.
- Drilling contractor, under the direction of the Consultant, will perform environmental sample collection using a Direct-Push geoprobe. The Consultant will collect samples from up to five locations as shown on Figure 1.
- Collect one composite soil sample and one groundwater sample from each boring location. Collect one sediment sample from between 0-6" bgs and collect one surface water sample from the ditches along the eastern and western property boundaries.

¹ Limited Field Investigations are defined by EPA as studies to help confirm remediation objectives.

- Analyze samples using an Ecology-certified laboratory. Samples will be analyzed as shown in Table I. Anticipated depth to groundwater and analyses are based on information in the remedial investigation report.
- Conduct a groundwater flow assessment to better define groundwater depth and flow direction across the PW Parcel. This is needed to reconcile groundwater flow regimes between the PW Parcel and the Interfor mill site and better understand when groundwater might be encountered during site development. The Consultant will measure groundwater elevations in five existing groundwater wells shown on Figure 1. The City will provide excavation to install a new piezometer at the southern end of the public works yard. The excavation will extend to 12 feet and be completed as a piezometer with two-inch PVC pipe surrounded by coarse sand and covered with silt. The Consultant will coordinate for a flush mount surface seal to be installed.
- Prepare a summary report that describes the LFI findings and provides recommendations to support independent remedial actions that will be planned during construction of the development. The report will discuss sampling and analysis findings and identify the nature of contamination that would likely be encountered during construction of the development.

Table I. Sampling Summary.

No.	Data Objectives	Media	Analytes
P1	Assess potential releases from oil/water separator and truck wash.	Soil/Groundwater	Arsenic/TPH/Volatiles
P2	Assess potential releases from oil/water separator and truck wash.	Soil/Groundwater	Arsenic/TPH/Volatiles
P3	Assess releases to floor drains or sumps.	Soil/Groundwater	Arsenic/TPH/Volatiles
P4	Assess soil conditions near maintenance and storage.	Soil	Metals/TPH/General Chemistry ² /TSS ³
P5	Assess groundwater conditions near salt and de-ice storage.	Groundwater	General Chemistry/Metals/TSS
MWBG-11	Assess groundwater conditions at downgradient end of PW yard.	Groundwater	General Chemistry/Metals/TPH/TSS
DITCH 1	Sample water and sediment in ditch.	Surface Water/Sediment	General Chemistry/Metals
DITCH 2	Sample water and sediment in ditch.	Surface Water/Sediment	General Chemistry/Metals

Assumptions:

- The City excavates/backfills the Piezometer well.
- Actions will be consistent with the independent remedial action approach presented to the City in December 2021 and March 2023
- LFI report will be completed within two weeks following receipt of final analytical reports.

Deliverables:

- Draft and Final Limited Field Investigation Report

² General Chemistry will be performed only on ground water samples and includes analyses for Chloride, Sulfate, Ammonia, Nitrate, Nitrite, Organic Carbon, Specific Conductance, Turbidity, Alkalinity, and Total Dissolved Solids

³ TSS (Total Suspended Solids) analysis will be performed only on groundwater samples.

Task 200 – Additional Environmental Services

The objective of this task is to provide environmental services in support of the City's discussions with developers and to support the permitting of the project.

Work Elements:

- The City is demolishing several buildings along the Marysville Riverwalk. The Consultant will provide qualified staff to verify hazardous materials abatement of four buildings being demolished by City crews. This will include on-site inspection of abatement areas prior to removal of hazard containment areas.
- Prepare shoreline permit documentation for City to submit for planning review. This will include application form, site plan (provided by City), and descriptions of the project and anticipated shoreline impacts.
- Provide technical consultation on regulatory issues and review developer environmental submittals in support of Purchase and Sale Agreements (PSAs).
- Prepare RFQ and assist the City oversee 'hot spot' removals from the Interfor property.
- Determine Area of Potential Effect (APE) and provide an archaeological review of the properties to identify the permitting requirements and construction constraints.
- Develop and submit a floodplain plan identifying the appropriate flood protection elevations and FEMA insurance obligations for developing the property. This plan will provide recommendations on advancing the project through a FEMA Conditional Letter of Map Revision (CLOMR) process [Conditional Letter of Map Revision \(CLOMR\)](https://www.fema.gov/conditional-letter-of-map-revision-clomr), FEMA.gov.
- Additional environmental services as requested by the Client in support of Marysville Riverwalk development.

Assumptions:

- The project is eligible under the Downtown Master Plan Planned Action EIS. No SEPA is required.
- Abatement verification of four buildings.
- Abatement verification confirms adequacy of abatement in a single site visit/inspection.
- This task includes just the preparation of shoreline documentation for the City. No effort beyond the application documents is provided for in this scope of services.
- Archeological review includes WISSARD review and preliminary consultation with affected tribes. No on-site archeological survey or data collection is provided for in this scope of services.
- Technical consultation and review of developer submittals is limited to the labor hours included in the task budget.
- Requests for additional services will be performed on a time and materials basis. Additional effort will be agreed to with the Client before implementing additional services.

Deliverables:

- Written verification that abatement was completed in accordance with specifications
- Completed Shoreline Substantial Development Permit application
- Floodplain plan to be submitted to the City
- Summary of archeological review to be submitted to the City
- Meeting summaries

Task 300 – MTCA Risk Assignment

The development of the Marysville Riverwalk will involve the entitlement of new parcels that are affected by contaminated groundwater and distinct areas of soil contamination. The objective of this task is to develop environmental risk and cleanup cost allocation approaches to support negotiations with private investors. This task will be performed by Mr. William Chapman with support from Perteet staff. Specific tasks include:

- Site visit to assess site conditions and discuss the regulatory and cleanup liability strategy proposed for the development.
- Develop preliminary approaches for assigning environmental risk through the PSA, during construction and through the life of the development.
- Develop a preliminary cost allocation approach for additional costs associated with handling, transporting, treating, and disposing of contaminated media encountered during construction.
- Assess the extent of cleanup cost associated with the development of each parcel entitled as part of the development.
- Support the City in negotiating risk assignment and cost allocation during purchase and sale period.

Assumptions:

- One site visit and regulatory strategy meeting.
- Preliminary approaches for risk and cost allocation will be based on other development contracts for similar projects.
- Up to six hours of negotiation support.
- City legal staff or outside counsel will prepare legal agreements.

Deliverables:

- Preliminary approach summaries
- Meeting notes and recommended responses to developer comments on cost and risk allocation terms

Task 400 – Project Administration

The objective of this task is to provide sufficient administration and management to deliver the scope of services and regularly report on progress of scope, budget, and schedule commitments.

Work Elements:

- Internal project team coordination
- Routine communication with the Client.
- Submit monthly progress reports and invoices.
- Manage changes to scope, budget, or schedule elements of the project.

Assumptions (applies to all tasks):

- The level of effort for each task is limited to the amount of labor and expenses in the attached fee schedule. Additional effort beyond these limits will be considered extra work.
- All deliverables will be submitted electronically.
- The project will last for six months.

Deliverables:

- Monthly progress reports and invoices

Limitations

Perteet's services shall be limited to those expressly set forth in this scope of services. If the service is not specifically identified herein, it is expressly excluded. Perteet shall have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Scope of Services and any additional services authorized by amendment. Perteet reserves the right to shift funds within the contract between tasks, and between members of the Consultant Team during the prosecution of the work.

The proposed scope of work is designed consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the same locality and under similar conditions. The analyses and recommendations described in this scope of services are based on our review of available information at the time of preparing this scope of services. Therefore, the recommended work elements and associated fee estimate are based solely on the limits of information obtained and may be subject to change based on the revelation of new information that may come to light during the project.

Legend

- Boring Location
- Surface Water Sampling Location
- ⊗ Proposed Piezometer
- ⊙ Monitoring Well



Path: X:\Marysville_City_of_Projects_2021\0136_-_VTCA Compliance Interior Site GIS Mappings_MITCA Compliance.aprx

Limited Field Investigations - Public Works Property
80 Columbia Ave, Marysville WA

PERTEET

0 100 200
Feet

Date Exported: 5/23/2023 4:14 PM Source: Snohomish County

ATTACHMENT A
Perpet Fee Estimate

Consultant Fee Determination Summary



2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700

Project: Marysville Riverwalk Brownfields Redevelopment
 Client: City of Marysville

Hourly Costs

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Director	20	\$310.00	\$6,200
Sr Planner	10	\$185.00	\$1,850
Lead Planner	6	\$165.00	\$990
Planner II	32	\$145.00	\$4,640
Planner I	4	\$100.00	\$400
Sr Environmental Scientist	3	\$175.00	\$525
Lead Environmental Scientist	115	\$160.00	\$18,400
Accountant	4	\$125.00	\$500
Clerical	4	\$115.00	\$460
Cultural Resources Specialist II	16	\$130.00	\$2,080
Total Hourly Costs	214		\$36,045.00

Reimbursables

<u>Expenses</u>	<u>Amount</u>
Shepherds Hill LLC	\$10,560
Equipment Rental	\$413
Testing Services	\$8,239
Total Expenses	\$19,212.00

Contract Total	\$55,257.00
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Prepared By: Andrea L Winder Date: April 4, 2023

EXHIBIT B

Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.

Shepherds Hill, LLC



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: City Clerk Tina Brock, City Clerk

ITEM TYPE: Appointment

AGENDA SECTION: Mayor's Business

SUBJECT: Planning Commission Appointment: Gary Kemp

SUGGESTED ACTION: **Action Requested 9/5/2023**

SUMMARY:

ATTACHMENTS:
Appointment to Planning Commission - Gary Kemp.doc



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby reappoint GARY KEMP as a member of the PLANNING COMMISSION of the City of Marysville, pursuant to the Marysville Municipal Code 22G.050.020; dated this 5th day of September, 2023.

M A Y O R

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

Dated this 5th day of September 5, 2023

GARY KEMP

This term of appointment expires on Friday, August 1, 2026.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: City Clerk Tina Brock, City Clerk

ITEM TYPE: Appointment

AGENDA SECTION: Mayor's Business

SUBJECT: Parks, Culture, and Recreation Advisory Board Appointments:
Tom Lewis and Noah Pylvainen

SUGGESTED ACTION: **Action Requested 9/5/2023**

SUMMARY:

ATTACHMENTS:
Appointment to Parks Board - Tom Lewis.doc
Appointment to Parks Board - Noah Pylvainen.doc



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby reappoint TOM LEWIS as a member of the PARKS, CULTURE, AND RECREATION BOARD of the City of Marysville, pursuant to the Marysville Municipal Code 2.51; dated this 5th day of September, 2023.

M A Y O R

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

Dated this 5th day of September 5, 2023

TOM LEWIS

This term of appointment expires on Saturday, September 5, 2026.



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby reappoint NOAH PYLVAINEN as a member of the PARKS, CULTURE, AND RECREATION BOARD of the City of Marysville, pursuant to the Marysville Municipal Code 2.51; dated this 5th day of September, 2023.

M A Y O R

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

Dated this 5th day of September 5, 2023

NOAH PYLVAINEN

This term of appointment expires on Saturday, September 5, 2026.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 5, 2023

SUBMITTED BY: City Clerk Tina Brock, City Clerk

ITEM TYPE: Appointment

AGENDA SECTION: Mayor's Business

SUBJECT: Salary Commission Appointment: Tom Lewis and Vance Titus

SUGGESTED ACTION: **Action Requested 9/5/2023**

SUMMARY:

ATTACHMENTS:
Appointment to Salary Commission - Tom Lewis.doc
Appointment to Salary Commission - Vance Titus.doc



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby reappoint TOM LEWIS as a member of the SALARY COMMISSION of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.51; dated this 5th day of September, 2023.

M A Y O R

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

Dated this 5th day of September 5, 2023

TOM LEWIS

This term of appointment expires on Tuesday, June 23, 2026.



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby reappoint VANCE TITUS as a member of the SALARY COMMISSION of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.51; dated this 5th day of September, 2023.

M A Y O R

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

Dated this 5th day of September 5, 2023

VANCE TITUS

This term of appointment expires on Tuesday, June 23, 2026.