



# MARYSVILLE

WASHINGTON

**CITY COUNCIL REGULAR MEETING  
MONDAY, FEBRUARY 26, 2024 – 7:00 PM  
501 DELTA AVENUE  
MARYSVILLE, WA 98270**

## AGENDA

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**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**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Presentations**

- A. Community Development Department - Project Update Presentation
- B. Swearing-in of Police Sergeant Brad Smith  
[Oath Police Sgt Brad Smith.docx](#)
- C. Swearing-in of Police Officer Jay Brar  
[Oath Police Officer Jay Brar.docx](#)

**Public Comment**

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

- 1. February 5, 2024 City Council Work Session Minutes  
[WS 02052024.docx](#)
- 2. February 12, 2024 City Council Meeting Minutes

## Consent

3. February 09, 2024 Payroll in the Amount of \$2,081,005.50 Paid by EFT Transactions and Check Numbers 35157 through 35177
4. February 14, 2024 Claims in the Amount of \$909,845.88 Paid by EFT Transactions and Check Numbers 168024 through 168194 with Check Numbers 164330, 166254 and 167570 Voided  
[021424.rtf](#)
5. February 21, 2024 Claims in the Amount of \$1,216,227.88 Paid by EFT Transactions and Check Numbers 168195 through 168312 with Check Number 167340 Voided  
[022124.rtf](#)

## Review Bids

## Public Hearings

## New Business

6. Hotel-Motel Tax Fund Agreement for the 2024 Marysville 5K Run  
Recommended Motion: I move to authorize the Mayor to sign and execute the Hotel-Motel Tax Fund Agreement to receive a \$5,000 reimbursement for the 2024 Marysville 5K Run.  
[Hotel-Motel 2024 Professional Services Agreement - City of Marysville - updated 2.20b.pdf](#)
7. Interagency Agreement with Washington State Department of Commerce for the Law Enforcement Vehicle Pursuit Technology Grant Program  
Recommended Motion: I move to authorize the Mayor to sign and execute the Interagency Agreement with Washington State Department of Commerce for the Law Enforcement Vehicle Pursuit Technology Grant Program  
[Grant Contract.pdf](#)
8. Clean Water Strategic Energy Management Funding Agreement No. 2 with Snohomish County PUD No. 1  
Recommended Motion: I move to authorize the Mayor to sign and execute the Clean Water Strategic Energy Management Funding Agreement No 2.  
[Snohomish\\_PUD\\_CW2254230\\_Clean\\_Water\\_SEM\\_No.\\_2.pdf](#)
9. Professional Services Agreement Between City of Marysville and Bridgeways  
Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement between the City of Marysville and Bridgeways.  
[Bridgeways - Ratification.docx](#)

## Legal

## Mayor's Business

**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:** February 26, 2024

**SUBMITTED BY:** CD Director Haylie Miller, Community Development

**ITEM TYPE:** Presentation

**AGENDA SECTION:** **Presentations**

**SUBJECT:** Community Development Department - Project Update Presentation

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 26, 2024

**SUBMITTED BY:** Confidential Administrative Assistant Margaret Vanderwalker, Police

**ITEM TYPE:** Appointment

**AGENDA SECTION:** **Presentations**

**SUBJECT:** Swearing-in of Police Sergeant Brad Smith

**SUGGESTED ACTION:**

**SUMMARY:** K9 Police Officer Brad Smith has been promoted to the rank of Sergeant. This is his formal swearing in to service with the Marysville Police Department.

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**ATTACHMENTS:**  
[Oath Police Sgt Brad Smith.docx](#)



MARYSVILLE POLICE DEPARTMENT  
ERIK SCAIRPON, CHIEF OF POLICE



Police Sergeant  
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, Brad Smith, do solemnly swear that I will support the Constitution of the United States of America; the Laws of the State of Washington; and the ordinances of the City of Marysville; and that I will faithfully, honestly, and impartially perform the duties of Police Sergeant for the City of Marysville, according to the best of my ability, so help me God.

Signed this 26<sup>th</sup> day of February, 2024

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Brad Smith  
Police Sergeant

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Erik Scairpon  
Chief of Police

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Jon Nehring  
Mayor

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Tina Brock  
City Clerk



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 26, 2024

**SUBMITTED BY:** Confidential Administrative Assistant Margaret Vanderwalker, Police

**ITEM TYPE:** Appointment

**AGENDA SECTION:** **Presentations**

**SUBJECT:** Swearing-in of Police Officer Jay Brar

**SUGGESTED ACTION:**

**SUMMARY:** Police Officer Jay Brar has graduated from the Criminal Justice Training Commission and is ready to be sworn into service for the Marysville Police Department.

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**ATTACHMENTS:**  
[Oath Police Officer Jay Brar.docx](#)



MARYSVILLE POLICE DEPARTMENT  
ERIK SCAIRPON, CHIEF OF POLICE



Police Officer  
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, Jay Brar, do solemnly swear that I will support the Constitution of the United States of America; the Laws of the State of Washington; and the ordinances of the City of Marysville; and that I will faithfully, honestly, and impartially perform the duties of Police Officer for the City of Marysville, according to the best of my ability, so help me God.

Signed this 26<sup>th</sup> day of February, 2024

\_\_\_\_\_  
Jay Brar  
Police Officer

\_\_\_\_\_  
Erik Scairpon  
Chief of Police

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

\_\_\_\_\_  
Tina Brock  
City Clerk





# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 26, 2024

**SUBMITTED BY:** Chari Taber, City Clerk

**ITEM TYPE:** Minutes

**AGENDA SECTION:** **Approval of Minutes**

**SUBJECT:** February 5, 2024 City Council Work Session Minutes

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[WS 02052024.docx](#)

City Council



501 Delta Ave  
Marysville, WA 98270

**Work Session  
February 5, 2024**

**Call to Order**

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

**Pledge of Allegiance**

Mayor Nehring led the Pledge of Allegiance.

**Roll Call**

**Present:**

Mayor: Jon Nehring

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

Staff: CAO Gloria Hirashima, Parks Director Tara Mizell, Community Development Director Haylie Miller, Community Information Officer (CIO) Connie Mennie, Information Systems Administrator Chris Brown, IT Director Stephen Doherty, Asst. Police Chief Jim Lawless, Finance Director Jennifer Ferrer-Santa Ines, Deputy City Attorney Burton Eggertsen, Public Works Director Jeff Laycock, Human Resources Director Megan Hodgson, Economic Development Director Thomas Boydell

**Approval of the Agenda**

**Motion** to approve the agenda moved by Councilmember Muller seconded by Councilmember Richards.

**AYES: ALL**

**Presentations**

- A. An overview of Tax Increment Financing (TIF) presented by Bob Stowe, Stowe Development Strategies, LLC.

[Agenda Item Staff Memo TIF 02052024 \(one page with bio\).pdf](#)

[Marysville Final 2 5 24 Presentation TIF Bob Stowe \(final\).pptx](#)

Bob Stowe of Stowe Development Strategies made a presentation on tax increment financing and how this technique may be used by Washington cities. He reviewed the TIF model, recent TIF projects, an overview of TIF legislation, TIF examples, and how TIF can help jurisdictions.

Discussion:

Councilmember King noted Mr. Stowe had mentioned utility improvements. Would that also include stormwater improvements? Mr. Stowe replied that it could. Councilmember King asked how this is reviewed at the State Treasurer's Office. Mr. Stowe explained they provide comments back to the City Council on whether or not the project meets the objectives and the intent of the law. The City Council would then consider that and determine whether or not to move forward with an ordinance.

Councilmember Muller asked if bonding would be G.O. bonds rather than revenue bonds. Mr. Stowe replied that they could do revenue bonds.

Councilmember Norton noted that fire districts were lobbying pretty hard. She asked if he was aware of any other substantive issues that are currently being discussed in Olympia that might impact this. Mr. Stowe explained the issue she referred to with the fire districts was the biggest. That would require jurisdictions to opt in to the TIF legislation. He thought doing that would likely gut tax increment financing because jurisdictions wouldn't want to move forward with only using their own taxes to pay for infrastructure improvements. His group has been trying to educate special taxing districts about how TIF works. One of the recommendations is for a study to identify how TIF is impacting the various taxing districts.

Councilmember Condyles referred to the percentage at which fire districts or RFAs would go into a mitigation. He asked if Mr. Stowe has seen this with any of the projects that he has worked on. Mr. Stowe replied that they have not.

Councilmember Norton thanked Mr. Stowe for sharing his time and expertise with the group. Mayor Nehring concurred.

- B. [Cold weather shelter update.](#)

Ryan Brown gave a status update on the cold weather shelter and relevant statistics.

Discussion:

Council President Stevens referred to Mr. Brown's comment that females generally have safety concerns about going to shelters. He asked what females generally do if they are not in shelters. Mr. Brown explained that in many cases they see people travel quite a distance to travel to a place where they feel safe. In previous years they learned that there were more female guests that prefer to stay unsheltered because of safety concerns. However, the cold weather shelter has done a good job of making it clear that they will be safe at this particular shelter and will be separate from the male population.

Councilmember King asked about pets. Mr. Brown replied that pets are welcome. The shelter supplies carriers. The shelter workers believe that people should be able to come in with their loved ones, whatever that means.

Councilmember Richards also wondered about women coming from outside the area to the shelter. Mr. Brown replied that both men and women have travelled a distance to get there. Mr. Brown replied that people have come down from Skagit for services. The shelter works to serve them and then refer them back to services in the community they came from.

The Council thanked Mr. Brown and his team for their work.

## **Discussion Items**

### **Approval of Minutes**

#### **Consent**

1. January 24, 2024 Claims in the Amount of \$607,050.16 Paid by EFT Transactions and Check Numbers 167632 through 167725 with Check Numbers 163290 and 167500 Voided

#### **012424.rtf**

2. January 25, 2024 Payroll in the Amount of \$1,884,125.41 Paid by EFT Transaction and Check Numbers 35144 through 35156
3. January 31, 2024 Claims in the Amount of \$2,244,164.94 Paid by EFT Transactions and Check Numbers 167726 through 167841 with Check Number 167653 Voided

#### **013124.rtf**

### **Review Bids**

4. [Contract Award - Lake Goodwin Standpipe Replacement Project](#)

#### **[W2104\\_Public Works Contract\\_Reece.pdf](#)**

**W2104\_Bid Tab.pdf**

Public Works Director Laycock reviewed this item.

5. **Contract Award - State Ave NHS Project**

**R2107\_Certified Bid Tab.pdf**

**R2107\_Contract Document.pdf**

Director Laycock reviewed this item. Staff is anxious to get this done before Strawberry Festival. Seven bids were received. Reece was the low bidder.

6. **Contract Award - SR 531/172nd St NE Shoulder Improvements**

**Vicinity Map.pdf**

**Certified Bid Tabulation.pdf**

**SR 531-172nd St NE Shoulder Improvements.pdf**

Director Laycock reviewed this item. This will construct the seven-foot-wide shoulder on the south side. There were ten bidders. Reece was again the low bidder.

7. **Contract Award – 116th St NHS Project**

**116th NHS - Bid Tab.pdf**

**116th NHS Executed by Contractor.pdf**

Director Laycock reviewed this item. This project received four bids with Reece being the lowest.

Councilmember Muller asked how they know that Reece has the ability to handle multiple projects. Director Laycock explained that they showed in their bid response how much work they have going on and how much they can handle. They have a lot of resources and equipment, and he believes they have the staffing.

Councilmember King asked if the price of asphalt has been an issue with contractors' pricing. Director Laycock said it has not been different than last year.

Councilmember Richards wondered about the public perception of Reece getting so many contracts. He asked Director Laycock to explain the reason for it. Director Laycock replied that they are local; they have the ability to perform a lot of this work, especially paving. They own their own paving grinders. They are able to get a good price for asphalt. He stressed that these are publicly bid. The City awards to the lowest

responsive and responsible bidder. Reece has done a lot of work for the City over the years and delivered good projects.

## **Public Hearings**

## **New Business**

8. [An Ordinance of the City Council of the City of Marysville, Washington, authorizing the Mayor to accept certain donations.](#)

### **Ordinance - Donations.pdf**

Deputy City Attorney Eggertsen explained this would delegate authority to the Mayor to accept gifts up to \$1,000 or in-kind donations of the same value. It is being proposed due to the fact that a lot of these gifts are time sensitive in nature; this would allow those gifts to be accepted in a timely manner. He explained there is a mechanism for Council oversight.

9. [An Ordinance of the City Council of the City of Marysville, Washington, designating the Mayor to act in the event of an emergency in regard to competitive bidding requirements.](#)

### **Ordinance - Waiving Competitive Bidding due to Emergency.pdf**

Deputy City Attorney Eggertsen explained this is largely a housekeeping item.

10. [Project Acceptance - 2023 Pavement Preservation Project](#)

### **Notice of Physical Completion.pdf**

### **TBD Map 2023.pdf**

Director Laycock reviewed this item. There were no questions.

11. [Transportation Improvement Board \(TIB\) Grant Agreement for 156th St. NE Corridor Improvement Project, Smokey Pt. Blvd. to Hayho Creek.](#)

### **Grant Agreement - Marysville - 156th Street NE.pdf**

### **Funding Status Form - Marysville - 156th Street NE\_rev013024.pdf**

Director Laycock reviewed the TIB grant agreement for the 156th corridor improvement project.

12. [Professional Services Agreement with Consor North America, Inc. for Construction Management Services for the State Ave NHS Project.](#)

### **[R2107\\_WSDOT PSA\\_Consor.pdf](#)**

Director Laycock reviewed the PSA with Conzor North America for construction management services for the State Avenue project and also the next item, number 13.

13. [Professional Services Agreement with Conzor North America, Inc. for Construction Management Services for the 116th Street NHS Project](#)

### **[R2108\\_WSDOT PSA\\_Consor.pdf](#)**

14. [Marysville Jail Medical Services Contract](#)

### **[Proposed Contract.pdf](#)**

Asst. Chief Lawless reviewed a new contract for medical services for the jail.

15. [City of Marysville Utility Easement for CP Logistics Marysville, LLC.](#)

### **[COM Utility Easement CP Logistics.pdf](#)**

Community Development Director Miller reviewed this water utility easement agreement between an industrial developer and the City of Marysville. Staff is recommending that the Council authorize the Mayor to execute the easement.

16. [Water Quality Stormwater Capacity Grant Agreement with the Department of Ecology](#)

### **[Department of Ecology Agreement No. WQSWCAP-2325-MaryPW-0005.pdf](#)**

Director Laycock reviewed this stormwater capacity grant with the Department of Ecology for \$130,000.

17. [Agreement with Veolia Water Technologies and Solutions for the Stillaguamish Treatment Plant Membrane Replacement & LRV Upgrade Project](#)

### **[Marysville WA 052050 REV-3 240 x ZW500Ds 350ft² Jan 25 2024.pdf](#)**

### **[Sole Source Justification - Fully Executed.pdf](#)**

### **[Veolia Sole Source - Marysville.pdf](#)**

Director Laycock reviewed this agreement with Veolia Water Technologies for the replacement of cartridges at the Stillaguamish Treatment Plant.

Councilmember King asked what happens if this company goes out of business since they are the only supplier for these cartridges. Director Laycock explained that there is a

lot of demand for what they provide, so he doesn't expect that they would go out of business.

18. [An Ordinance of the City of Marysville amending the 2023-2024 Biennial Budget.](#)

[02\\_05\\_24\\_BA\\_Ordinance.docx](#)

[Feb 2024 Budget Amendment Memo.docx](#)

Director Ferrer-Santa Ines reviewed the proposed amendments to the 2023-2024 Biennial Budget.

## Legal

### Mayor's Business

Mayor Nehring had the following comments:

- He will be at an AWC board meeting tomorrow and legislative action days on Wednesday and Thursday.
- The legislative meetings on January 24 went really well.
- He had a good meeting with new Council President Stevens and will continue to have a formal meeting with him each month as has been done in the past.

### Staff Business

Director Miller shared that the ARCO sign that was abandoned on Beach Avenue and 4th is being removed. She thanked the British Petroleum BP staff for working with them on this complicated and costly project.

Director Laycock announced that they received over \$7 million in grants for various projects. He also gave an update on a water leak at the intersection of Grove and 47th two weekends ago.

### Call on Councilmembers and Committee Reports

Peter Condyles:

- The Alliance for Affordable Housing met last week. They passed a new process for adding cities into the alliance. They discussed the ADU code updates with HB 1337 and Comprehensive Plan updates.
- Snohomish County Tomorrow also met. They had a presentation on Housing and Behavioral Health Capital Fund Investment Plans from the County along with the County Energy and Sustainability Grant Programs.

Mark James commented that the legislative meetings went well.



Tom King reported on the recent Public Works Committee meeting. They are planning a ribbon-cutting this spring for the new filtration plant. The City is pursuing accreditation through the APWA (American Public Works Association). The Committee got an update on the proposed 2024 Capital Improvement Projects. Ballots are out for the TIB. The LEOFF Board got a new member.

Michael Stevens:

- The Economic Development Committee met tonight and had an overview from the internal team about the role of Economic Development and plans moving forward. They also had a special guest from the EASC, Wendy Poischbeg. They had a brief presentation on retaining wall regulations and how that relates to lot yield in developments within town.
- He appreciated the meeting with the Mayor and looks forward to continuing that.
- He commented on the bowling event the City had.

Steve Muller said he is trying to keep an eye on HB 1110. He had a meeting with the person chairing the committee for Master Builders. He is hoping to get the recommended language from them for review.

Kamille Norton said she enjoyed the legislative visits down in Olympia. She appreciates the efforts of Kelsey at Strategies 360 who put that all together. It was good to get a positive response on the Riverwalk project.

**Motion** to adjourn at 8:16 p.m. moved by Councilmember Richards seconded by Council President Stevens.

**AYES: ALL**

### **Adjournment**

The meeting was adjourned at 8:16 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 26, 2024

**SUBMITTED BY:** Chari Taber, City Clerk

**ITEM TYPE:** Minutes

**AGENDA SECTION:** **Approval of Minutes**

**SUBJECT:** February 12, 2024 City Council Meeting Minutes

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[CC 02122024.docx](#)

City Council



501 Delta Ave  
Marysville, WA 98270

**Regular Meeting  
Minutes**

**February 12, 2024**

**Call to Order**

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

**Invocation**

Pastor Darayl Taylor led the invocation.

**Pledge of Allegiance**

Mayor Nehring led the flag salute.

**Roll Call**

**Present:**

Mayor: Jon Nehring

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

Staff: CAO Gloria Hirashima, City Attorney Jon Walker, Parks Director Tara Mizell, Community Development Director Haylie Miller, Police Chief Erik Scairpon, Finance Director Jennifer Ferrer-Santa Ines, Judge Fred Gillings, I.S. Director Stephen Doherty

**Approval of the Agenda**

**Motion** to approve the agenda moved by Councilmember James seconded by Councilmember Richards.

**AYES: ALL**

**Presentations**

A. Swearing-in of Police Officer Ellie Mosalsky

**Oath Police Officer Ellie Mosalsky.docx**

Officer Ellie Mosalsky was introduced and sworn in.

B. Proclamation Declaring Feb. 14, 2024, as Claire Michal and Gianna Frank Day in Marysville

**PROCLAMATION Claire Michal Gianna Frank Day 2024.pdf**

Mayor Nehring read a proclamation designating February 14, 2024 as Claire Michal and Gianna Frank Day in the City of Marysville.

**Public Comment**

Marysville School District Supt. Dr. Robbins praised and congratulated Claire Michal and Gianna Frank for their accomplishments.

Evan Reed, 2901 Rucker Ave, Apt. 404, Everett, WA 98201, Director of the Marysville Boys and Girls Club, introduced himself and discussed his organization, Bunker Arts Collective.

**Approval of Minutes**

1. January 22, 2024 City Council Meeting Minutes

**CC 01222024.docx**

**Motion** to approve the January 22, 2024 City Council Meeting Minutes moved by Council President Stevens seconded by Councilmember King.

**AYES: ALL**

**Consent**

2. January 24, 2024 Claims in the Amount of \$607,050.16 Paid by EFT Transactions and Check Numbers 167632 through 167725 with Check Numbers 163290 and 167500 Voided

**012424.rtf**

3. January 25, 2024 Payroll in the Amount of \$1,884,125.41 Paid by EFT Transaction and Check Numbers 35144 through 35156

4. January 31, 2024 Claims in the Amount of \$2,244,164.94 Paid by EFT Transactions and Check Numbers 167726 through 167841 with Check Number 167653 Voided

**[013124.rtf](#)**

5. Project Acceptance - 2023 Pavement Preservation Project

**[Notice of Physical Completion.pdf](#)**

**[TBD Map 2023.pdf](#)**

6. Transportation Improvement Board (TIB) Grant Agreement for 156th St. NE Corridor Improvement Project, Smokey Pt. Blvd. to Hayho Creek.

**[Grant Agreement - Marysville - 156th Street NE.pdf](#)**

**[Funding Status Form - Marysville - 156th Street NE\\_rev013024.pdf](#)**

7. Professional Services Agreement with Consor North America, Inc. for Construction Management Services for the State Ave NHS Project.

**[R2107\\_WSDOT PSA\\_Consor.pdf](#)**

8. Professional Services Agreement with Consor North America, Inc. for Construction Management Services for the 116th Street NHS Project

**[R2108\\_WSDOT PSA\\_Consor.pdf](#)**

9. Marysville Jail Medical Services Contract

**[Proposed Contract.pdf](#)**

10. City of Marysville Utility Easement for CP Logistics Marysville, LLC.

**[COM Utility Easement CP Logistics.pdf](#)**

11. Water Quality Stormwater Capacity Grant Agreement with the Department of Ecology

**[Department of Ecology Agreement No. WQSWCAP-2325-MaryPW-0005.pdf](#)**

12. Agreement with Veolia Water Technologies and Solutions for the Stillaguamish Treatment Plant Membrane Replacement & LRV Upgrade Project

**[Marysville WA 052050 REV-3 240 x ZW500Ds 350ft² Jan 25 2024.pdf](#)**

**[Sole Source Justification - Fully Executed.pdf](#)**

[Veolia Sole Source - Marysville.pdf](#)

13. February 7, 2024 Claims in the Amount of \$1,184,469.89 Paid by EFT Transactions and Check Numbers 167842 through 168023

[020724.rtf](#)

**Motion** to approve Consent Agenda items 2-13 moved by Councilmember Richards seconded by Councilmember Muller.

**AYES: ALL**

**Review Bids**

14. [Contract Award - MCC Perimeter Gate and Access Control Project](#)

[PW5 - Perimeter Gates Contract.pdf](#)

CAO Hirashima reviewed this item.

**Motion** to authorize the Mayor to sign and execute the MCC Perimeter Gate and Access Control contract with Automatic Door & Gate Co. in the amount of \$235,210.00 moved by Councilmember Muller seconded by Councilmember James.

**AYES: ALL**

15. [Contract Award - Lake Goodwin Standpipe Replacement Project](#)

[W2104\\_Public Works Contract\\_Reece.pdf](#)

[W2104\\_Bid Tab.pdf](#)

Director Laycock had no new information regarding this item.

**Motion** to authorize the Mayor to award and execute the contract with Reece Construction Company for the Lake Goodwin Standpipe Replacement Project in the amount of \$238,832.00 and approve a \$23,883.00 management reserve for a total allocation of \$262,715.00 moved by Councilmember Norton seconded by Councilmember Condyles.

**AYES: ALL**

16. [Contract Award - State Ave NHS Project](#)

[R2107\\_Certified Bid Tab.pdf](#)

[R2107\\_Contract Document.pdf](#)

Director Laycock reviewed this item and noted it is all covered by a grant.

**Motion** to authorize the Mayor to award and execute the State NHS Project contract to Reece Construction Company in the amount of \$1,311,806.00 and approve a management reserve of \$131,180.00 for a total allocation of \$1,442,986.00 moved by Councilmember Richards seconded by Councilmember Muller.

**AYES: ALL**

17. [Contract Award - SR 531/172nd St NE Shoulder Improvements](#)

[Vicinity Map.pdf](#)

[Certified Bid Tabulation.pdf](#)

[SR 531-172nd St NE Shoulder Improvements.pdf](#)

Director Laycock reviewed this item as presented last week. This is funded by the Transportation Benefit District.

**Motion** to authorize the Mayor to award and execute the contract for the SR 531/172nd St NE Shoulder Improvements project to Reece Construction Company in the amount of \$180,800.00 and to approve a management reserve of \$18,080.00 for a total allocation of \$198,880.00 moved by Councilmember Richards seconded by Council President Stevens.

**AYES: ALL**

18. [Contract Award – 116th St NHS Project](#)

[116th NHS - Bid Tab.pdf](#)

[116th NHS Executed by Contractor.pdf](#)

Director Laycock reviewed this item noting it is fully funded by the grant.

**Motion** to authorize the Mayor to award and execute the 116th St. NHS contract with Reece Construction Company in the amount of \$764,467.00, and approve a management reserve of \$114,670.05 for a total allocation of \$879,137.05 moved by Council President Stevens seconded by Councilmember King.

**AYES: ALL**

**Public Hearings**

**New Business**

19. [An Ordinance of the City Council of the City of Marysville, Washington, authorizing the Mayor to accept certain donations.](#)

[Ordinance - Donations.pdf](#)

City Attorney Walker explained this would authorize the Mayor to accept monetary or in-kind donations of up to \$1000 with consultation with the Council President.

**Motion** to adopt Ordinance No. 3302 moved by Councilmember Muller seconded by Councilmember Condyles.

**AYES: ALL**

20. [An Ordinance of the City Council of the City of Marysville, Washington, designating the Mayor to act in the event of an emergency in regard to competitive bidding requirements.](#)

### [Ordinance - Waiving Competitive Bidding due to Emergency.pdf](#)

City Attorney Walker explained this would codify the current practice of allowing the Mayor to act in the event of an emergency.

**Motion** to adopt Ordinance No. 3303 moved by Councilmember King seconded by Councilmember James.

**AYES: ALL**

21. [An Ordinance of the City of Marysville amending the 2023-2024 Biennial Budget.](#)

### [02\\_05\\_24\\_BA\\_Ordinance.docx](#)

### [Feb 2024 Budget Amendment Memo.docx](#)

Director Ferrer-Santa Ines reviewed the proposed amendments to the 2023-2024 Biennial Budget.

**Motion** to adopt Ordinance No. 3304 moved by Councilmember Condyles seconded by Councilmember Norton.

**AYES: ALL**

22. [Energy Efficiency and Conservation Block Grant \(EECBG\) Program Equipment Rebate Voucher](#)

### [Equipment Rebate Terms and Conditions.pdf](#)

CAO Hirashima reviewed this item accepting the EECBG program equipment rebate voucher. It will be used for solar panels.

Councilmember Muller asked about installing a monitoring unit for the public to see. CAO Hirashima said she would look into it.

Councilmember Norton asked if this would cover installation costs entirely. CAO Hirashima said they don't know yet, but it will be close.



Councilmember King asked if they would consider expanding solar panels to other buildings in the future. CAO Hirashima thought that was a possibility.

Councilmember James requested information about how much energy this will produce. He also asked about the lifespan. CAO Hirashima said she would look into it.

**Motion** to authorize the Mayor to sign and execute the Equipment Rebate Terms and Conditions to receive a voucher in the amount of \$124,740 moved by Councilmember Muller seconded by Councilmember Richards.

**AYES: ALL**

23. [Revised Public Defense Conflict Counsel PSA - Chris Griffen](#)

[Conflict Counsel PSA\\_CGriffen\\_REVFinal\\_2024.pdf](#)

CAO Hirashima reviewed items 23-26 noting they are all agreements for attorneys related to indigent defense services.

**Motion** to authorize the Mayor to sign the amended professional services agreement for indigent defense services with Chris Griffen moved by Council President Stevens seconded by Councilmember Richards.

**AYES: ALL**

24. [Revised Public Defense Council PSA - Jamie Kim](#)

[Conflict\\_Counsel\\_PSA\\_JKim\\_REVFinal\\_2024.pdf](#)

**Motion** to authorize the Mayor to sign the amended professional services agreement for indigent defense services with Jamie Kim moved by Councilmember Condyles seconded by Councilmember James.

**AYES: ALL**

25. [Revised Public Defense Counsel PSA - Meredith Hutchison](#)

[Conflict\\_Counsel\\_PSA\\_MHutchison\\_REVFinal\\_2024.pdf](#)

**Motion** to authorize the Mayor to sign the amended professional services agreement for indigent defense services with Meredith Hutchison moved by Councilmember James seconded by Council President Stevens.

**AYES: ALL**

26. [Revised Public Defense Conflict Counsel PSA - Lucas McWethy](#)

[Conflict\\_Counsel\\_PSA\\_LMcWethy\\_Final\\_2024.pdf](#)

**Motion** to authorize the Mayor to sign the professional services agreement for indigent defense services with Lucas McWethy moved by Council President Stevens seconded by Councilmember King.

**AYES: ALL**

27. [City of Marysville Non-Exclusive Ingress/Egress and Utility Easement with MAINVUE WA, LLC.](#)

**Easement**

**Map Mainvue Easement.pdf**

Director Miller reviewed this item related to a PRD which needs a second access into the development for fire district access.

**Motion** to authorize the Mayor to sign and execute the City of Marysville Non-Exclusive Ingress/Egress and Utility Easement with MAINVUE WA, LLC moved by Councilmember Richards seconded by Councilmember Muller.

**AYES: ALL**

28. [Everett Gospel Mission Agreement - MESH](#)

**Everett Gospel Mission Agreement - MESH 1-11-24 (1).pdf**

CAO Hirashima reviewed the amended agreement with the Everett Gospel Mission to run the MESH housing in Marysville.

**Motion** to authorize the Mayor to sign and execute the amended Everett Gospel Mission Agreement for MESH housing in Marysville moved by Councilmember King seconded by Council President Stevens.

**AYES: ALL**

**Legal**

**Mayor's Business**

29. [Appointment of Marysville Representatives for SNO911 Caucus](#)

**Caucus Letter to Member Agencies-April 2024.pdf**

**Motion** to reappoint Mayor Nehring to represent the City at the Sno 911 caucus moved by Councilmember Norton seconded by Councilmember Condyles.

**AYES: ALL**

**Motion** to reappoint Assistant Chief Lawless to represent the City at the Sno 911 caucus moved by Councilmember Norton seconded by Councilmember Muller.

**AYES: ALL**

### 30. Marysville Civil Service Commission Reappointment: Brad Thompson

#### **Brad Thompson - Civil Service Commission.doc**

**Motion** to reappoint Brad Thompson to the Civil Service Commission, serving until March 10, 2030 moved by Councilmember Condyles seconded by Councilmember James.

**AYES: ALL**

Mayor's Comments:

- He attended Bethlehem Lutheran's 125th anniversary in Marysville. He expressed appreciation for the great work they do in the City, especially the cold weather shelter.
- He reported that he and Councilmember Condyles attended the Association of Washington Cities (AWC) Conference. The City received attention for its monthly garbage service and mandatory minimums.

#### **Staff Business**

None

#### **Call on Councilmembers and Committee Reports**

Councilmember Condyles said he attended the AWC Conference with the Mayor. It was very interesting and nice to know there are advocates out there making sure cities' voices are heard. They have a lot on their plate this year. Monica Alexander, Executive Director of Criminal Justice Training Center gave an update on the regional training centers throughout the state.

Councilmember James congratulated new Police Officer Mosalsky, Claire Michal, and Gianna Frank for their accomplishments. Welcome to Evan Reed as the new Director of the Boys and Girls Club.

Councilmember King reported on the Human Services Grant Committee that met last Thursday. Welcome to Officer Mosalsky and award winners Claire Michal and Gianna Frank. Welcome to Evan Reed.

Council President Stevens expressed appreciation to Evan Reed for his efforts on litter and graffiti removal. He commented on the special achievements by Claire Michal and Gianna Frank. Congratulations to new Police Officer Mosalsky.

Councilmember Richards welcomed Evan Reed. Congratulations to Claire Michal and Gianna Frank. Welcome to new Police Officer Mosalsky.

Councilmember Muller welcomed Evan Reed to the Boys and Girls Club. He congratulated Claire Michal and Gianna Frank for their accomplishments. He reported

on the Hotel Motel Tax Committee which met last week. Things are looking good for this year.

Councilmember Norton was pleased to see Claire Michal and Gianna Frank honored. Welcome to Evan Reed. She and Council President Stevens had the opportunity to tour Gravitix with the Governor and meet with him back at City Hall to discuss the great things happening in the Industrial Center as well as other things going on in Marysville. Staff did a wonderful job. It was good to have him visit.

### **Adjournment**

The meeting was adjourned at 8:03 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 26, 2024

**SUBMITTED BY:** Senior Accounting Technician Shannon Early, Finance

**ITEM TYPE:** Payroll

**AGENDA SECTION:** **Consent**

**SUBJECT:** February 09, 2024 Payroll in the Amount of \$2,081,005.50 Paid by EFT Transactions and Check Numbers 35157 through 35177

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 26, 2024

**SUBMITTED BY:** Accounting Technician Shauna Crane, Finance

**ITEM TYPE:** Claims

**AGENDA SECTION:** **Consent**

**SUBJECT:** February 14, 2024 Claims in the Amount of \$909,845.88 Paid by EFT Transactions and Check Numbers 168024 through 168194 with Check Numbers 164330, 166254 and 167570 Voided

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[021424.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/14/2024 TO 2/14/2024**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168024	REVENUE, DEPT OF	EXCISE TAXES JAN 2024	CITY CLERK	1.51
	REVENUE, DEPT OF		RECREATION SERVICES	10.02
	REVENUE, DEPT OF		COMMUNITY	24.54
	REVENUE, DEPT OF		POLICE ADMINISTRATION	36.87
	REVENUE, DEPT OF		WATER/SEWER OPERATION	46.91
	REVENUE, DEPT OF		GOLF ADMINISTRATION	234.51
	REVENUE, DEPT OF		GENERAL FUND	524.35
	REVENUE, DEPT OF		GOLF COURSE	4,692.21
	REVENUE, DEPT OF		STORM DRAINAGE	7,121.26
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	43,772.40
	REVENUE, DEPT OF		UTIL ADMIN	73,261.73
168025	FIRST AMERICAN TITLE	ROW CLOSING FUNDS	GMA - STREET	28,904.56
168026	FIRST AMERICAN TITLE		GMA - STREET	15,310.60
168027	FIRST AMERICAN TITLE		GMA - STREET	22,760.60
168028	911 SUPPLY INC.	UNIFORM - MOSALSKY	POLICE PATROL	18.37
	911 SUPPLY INC.	UNIFORM - DE MARAMED	DETENTION & CORRECTION	59.62
	911 SUPPLY INC.	UNIFORM - KINSEY	POLICE PATROL	77.06
168029	A & A LANGUAGE SERVICE	INTERPRETER SERVICE	COURTS	170.00
168030	ACOSTA, JESSE		COURTS	130.00
	ACOSTA, JESSE		COURTS	130.00
	ACOSTA, JESSE		COURTS	130.00
	ACOSTA, JESSE		COURTS	133.49
	ACOSTA, JESSE		COURTS	133.49
	ACOSTA, JESSE		COURTS	133.49
168031	ALEXANDER PRINTING	BUSINESS CARDS	RECREATION SERVICES	106.42
	ALEXANDER PRINTING	PRINT SERVICE	POLICE PATROL	224.12
	ALEXANDER PRINTING	ENVELOPES	FINANCE-GENL	887.12
168032	AMERICAN CLEANERS	DRY CLEANING	POLICE ADMINISTRATION	893.56
168033	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	185.00
	ANDERSON, KRISTEN		MUNICIPAL COURTS	185.00
168034	ANDERSON, NICOLE	REFUND - CLOGGING	PARKS-RECREATION	16.00
168035	ARAMARK UNIFORM	CUSTODIAL SUPPLIES	CIVIC CENTER	14.24
	ARAMARK UNIFORM		CUSTODIAL SERVICES	14.24
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	42.36
	ARAMARK UNIFORM		EQUIPMENT RENTAL	42.36
	ARAMARK UNIFORM		EQUIPMENT RENTAL	59.71
	ARAMARK UNIFORM		EQUIPMENT RENTAL	59.71
	ARAMARK UNIFORM	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	135.23
	ARAMARK UNIFORM		CIVIC CENTER	149.02
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	207.50
168036	ARLINGTON HARDWARE	COUPLING	WATER DIST MAINS	31.41
	ARLINGTON HARDWARE	HEX ELBOW	WATER SERVICES	55.32
	ARLINGTON HARDWARE	PIPE INSULATION, HEAT TAPE	WATER SERVICES	66.20
	ARLINGTON HARDWARE	COPPER TUBING	WATER SERVICES	319.52
168037	ASTOUND BUSINESS	INTERNET SERVICE	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,085.73
168038	BELL, MEGAN	UTILITY REFUND	GARBAGE	545.29
168039	BICKFORD FORD	THROTTLE ASSEMBLY, GASKETS - P180	EQUIPMENT RENTAL	257.20
	BICKFORD FORD	FUEL PUMP ASSEMBLY - V026	EQUIPMENT RENTAL	269.56
	BICKFORD FORD	SPRK PLUG, IGNITION COIL - J048	EQUIPMENT RENTAL	1,280.94
	BICKFORD FORD	WHEEL BEARING HUB/CAPS	EQUIPMENT RENTAL	2,158.19
168040	BIO CLEAN, INC	DECON CAR AND MATTRESS	DETENTION & CORRECTION	492.30
168041	BLACKBURN, COURTNEY	PROTEM SERVICE	MUNICIPAL COURTS	185.00
168042	BLEACHERS GRILL	FOOD FOR SENIOR LUNCH	RECREATION SERVICES	437.31

**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>
168043	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	697.20
168044	BOND, JOSEPH	REFUND - BELLY DANCE	PARKS-RECREATION	12.00
168045	BRANNMAN, BARBARA		PARKS-RECREATION	12.00
168046	CAL-LINE NORTHWEST	BANDIT, BOLTS, TACHOMETER - M008	EQUIPMENT RENTAL	362.32
	CAL-LINE NORTHWEST		EQUIPMENT RENTAL	1,603.27
168047	CARSON-BLAKESLEY, VET	INSTRUCTOR PAYMENT	RECREATION SERVICES	743.40
168048	CARSON-BLAKESLEY, VET	INSTRUCTOR SERVICE	OPERA HOUSE	300.00
168049	CARY, CHRISTOPHER	REIMBURSEMENT - EXTENDED SHIFT	WATER DIST MAINS	18.28
168050	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	16,724.04
168051	CASCADE NATURAL GAS	STILLY FILTER PLANT	WATER FILTRATION PLANT	2,479.85
168052	CASCADE SEPTIC PUM	CLEANING SERVICE	WATER DIST MAINS	381.85
168053	CDW GOVERNMENT INC	CROWD STRIKE FALCON	COMPUTER SERVICES	66,814.77
168054	CENTRAL SQUARE TECH	PERMITTING SERVICE CONSULTING	COMMUNITY	180.00
	CENTRAL SQUARE TECH		COMMUNITY	720.00
168055	CHAMPION BOLT	PARTS FOR M025	EQUIPMENT RENTAL	15.44
	CHAMPION BOLT		EQUIPMENT RENTAL	316.64
168056	CITIES DIGITAL, INC.	LASERFICHE LICENSING RENEWAL	COMPUTER SERVICES	54,868.48
168057	CIVICPLUS	ANNUAL FEE, MEDIA STORAGE	EXECUTIVE ADMIN	12,861.47
168058	CLEAN CUT TREE & STU	TREE REMOVAL	FORESTRY MAINTENANCE	1,094.00
168059	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
	CNR INC	ANNUAL MITEL RENEWAL	COMPUTER SERVICES	9,961.83
168060	COMBS, PATTY	REFUND - WOMEN'S EXPO	PARKS-RECREATION	100.00
168061	COOP SUPPLY	TOOLS	ROADWAY MAINTENANCE	18.02
	COOP SUPPLY	STRAW FOR EROSION CONTROL	PARK & RECREATION FAC	45.92
168062	CORE & MAIN LP	NEOPRENE GASKET	WATER DIST MAINS	311.25
	CORE & MAIN LP	HYDRANT EXTENSION MUELLER	HYDRANTS	1,095.62
	CORE & MAIN LP	NUTS AND BOLTS	WATER DIST MAINS	1,561.19
168063	COSTLESS SENIOR SRVC	INMATE MEDICATIONS	DETENTION & CORRECTION	748.42
168064	CRIME STOPPERS	INVESTIGATIVE SERVICES	POLICE INVESTIGATION	2,361.73
168065	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	118.28
168066	CUMMINS NORTHWEST	BLOCK HEATER	SEWER LIFT STATION	148.31
168067	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	25.00
168068	DAVID EVANS & ASSOC	PROFESSIONAL SERVICE	CAPITAL EXPENDITURES	1,078.50
168069	DELL	GIS WORKSTATION	COMPUTER SERVICES	5,506.76
168070	DICKS TOWING	TOWING 24-4918	POLICE PATROL	77.54
	DICKS TOWING	TOW SERVICE - V060	EQUIPMENT RENTAL	103.86
	DICKS TOWING	TOWING - P160	POLICE PATROL	258.46
	DICKS TOWING	RV DISPOSAL	POLICE PATROL	782.41
168071	DK SYSTEMS, INC.	HEATING SERVICE	OPERA HOUSE	257.10
	DK SYSTEMS, INC.	HEAT SERVICE	PARK & RECREATION FAC	1,025.82
168072	DOBBS PETERBILT	CREDIT FOR 026P52510	EQUIPMENT RENTAL	-240.61
	DOBBS PETERBILT	CREDIT FOR 026P52746	EQUIPMENT RENTAL	-126.69
	DOBBS PETERBILT		EQUIPMENT RENTAL	-71.12
	DOBBS PETERBILT	CREDIT FOR 026P52510	EQUIPMENT RENTAL	-18.95
	DOBBS PETERBILT	DOZER GASKET - J042	EQUIPMENT RENTAL	49.26
	DOBBS PETERBILT	SENSOR, INJECTOR, CLAMP, GASKET	EQUIPMENT RENTAL	118.46
	DOBBS PETERBILT	SEAT BELT/BUCKLE - J042	EQUIPMENT RENTAL	197.79
	DOBBS PETERBILT	SEAT BELT/BUCKLE ASSEMBLY - J042	EQUIPMENT RENTAL	197.79
	DOBBS PETERBILT	INSTRUMENT CLUSTER/RESET SWITCH	EQUIPMENT RENTAL	323.69
	DOBBS PETERBILT	KNOX SENSOR, DOZER INJECTOR	EQUIPMENT RENTAL	1,515.55
	DOBBS PETERBILT	ACCIDENT DAMAGE REPAIR - J034	EQUIPMENT RENTAL	22,492.99
168073	DOPPS, MARIA C.	INTERPRETER SERVICE	COURTS	130.00
168074	E&E LUMBER	SUPPLIES	COMMUNITY SERVICES UNIT	36.41
	E&E LUMBER	DEADBOLT	PARK & RECREATION FAC	38.28



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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168074	E&E LUMBER	SUPPLIES	OPERA HOUSE	39.34
	E&E LUMBER	HEX KEY SET	CIVIC CENTER	40.18
	E&E LUMBER	PLYWOOD, FASTENERS, SAFETY HASP	WATER RESERVOIRS	73.01
168075	EGGERTSEN, BURTON	REIMBURSEMENT COURT RECORDS	COMMUNITY	68.16
168076	ELLIS, BRANDY	REIMBURSEMENT MILEAGE	LEGAL - PROSECUTION	8.85
	ELLIS, BRANDY		LEGAL - PROSECUTION	20.00
168077	ENTERPRISE FM TRUST	VEHICLE LEASE	EQUIPMENT RENTAL	4,602.84
168078	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	455.40
168079	FELDMAN & LEE P.S.	PUBLIC DEFENSE CONTRACT	PUBLIC DEFENSE	62,000.00
168080	FERGUSON ENTERPRISES	GATE KEY	METER READING	316.61
	FERGUSON ENTERPRISES	COIL VALVE	WATER DIST MAINS	735.03
168081	FIRST RESPONSE TRAIN	INSTRUCTOR PAYMENT	RECREATION SERVICES	216.00
168082	FRANCOTYP-POSTALIA	POSTAGE MACHINE	CITY CLERK	16.08
	FRANCOTYP-POSTALIA		EXECUTIVE ADMIN	16.08
	FRANCOTYP-POSTALIA		FINANCE-GENL	16.08
	FRANCOTYP-POSTALIA		PERSONNEL ADMINISTRATION	16.08
	FRANCOTYP-POSTALIA		UTILITY BILLING	16.08
	FRANCOTYP-POSTALIA		LEGAL - PROSECUTION	16.08
	FRANCOTYP-POSTALIA		MUNICIPAL COURTS	16.08
	FRANCOTYP-POSTALIA		COMMUNITY	16.08
	FRANCOTYP-POSTALIA		PARK & RECREATION FAC	16.09
	FRANCOTYP-POSTALIA		COMPUTER SERVICES	16.09
168083	GAFFNEY CONSTRUCTION	HYDRANT METER RENTAL REFUND	WATER-UTILITIES/ENVIRONMN	-67.50
	GAFFNEY CONSTRUCTION		WATER/SEWER OPERATION	1,150.00
168084	GLEN'S SAW SHOP	CUT-OFF BLADE DRIVE BELT - 299	SMALL ENGINE SHOP	219.26
	GLEN'S SAW SHOP	GASKET, BELT, MANIFOLD - 299	SMALL ENGINE SHOP	270.52
168085	GRAINGER	BOOT DRYING RACK, TOOL ORGANIZER	CIVIC CENTER	120.18
168086	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	220.86
	GRANITE CONST		ROADWAY MAINTENANCE	357.31
	GRANITE CONST		WATER DIST MAINS	587.84
	GRANITE CONST		ROADWAY MAINTENANCE	689.99
168087	GREENSHIELDS INDS	WIRE HOSE - H008	EQUIPMENT RENTAL	442.67
168088	GUPTA, PREMCHAND	INTERPRETER SERVICE	COURTS	223.71
168089	HD FOWLER COMPANY	METER LENGTH ADAPTERS	WATER SERVICE INSTALL	499.33
	HD FOWLER COMPANY	SUPPLIES	WATER DIST MAINS	2,043.53
168090	HERC RENTALS INC	BOOM STRAIGHT RENTAL	PARK & RECREATION FAC	1,000.00
	HERC RENTALS INC		ROADSIDE VEGETATION	2,008.50
168091	HK EXCAVATING	HYDRANT METER RENTAL REFUND	WATER-UTILITIES/ENVIRONMN	-53.50
	HK EXCAVATING		WATER/SEWER OPERATION	1,150.00
168092	HOME DEPOT PRO	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	903.51
168093	HUDSON, SALLY	INSTRUCTOR PAYMENT	RECREATION SERVICES	81.00
168094	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
168095	ICONIX WATERWORKS	PIPE FLANGE, TAPE	WATER DIST MAINS	181.20
	ICONIX WATERWORKS	ADAPTER, COUPLING, BRASS	WATER SERVICES	1,046.22
168096	INTERSTATE BATTERY	BATTERIES	ER&R	699.68
168097	JOHNSON, LYNDAL	REFUND - BALLET	PARKS-RECREATION	12.00
168098	JRM ENTERPRISES, INC	INTERPRETER SERVICE	COURTS	130.00
168099	KEIM, ERIN	REFUND - LINE DANCING	PARKS-RECREATION	7.00
168100	KIM, JAMIE S.	PUBLIC DEFENSE/CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
168101	LANEY DENESE BARRETT	UTILITY REFUND	WATER/SEWER OPERATION	105.00
168102	LANGUAGE EXCHANGE	INTERPRETER SERVICE	COURTS	300.00
168103	LEGACY ANTHROPOLOGY	ARCHAEOLOGICAL SURVEY	GMA - STREET	4,028.48
168104	LINDBERG, JASON	REIMBURSEMENT - TRAVEL	UTIL ADMIN	104.33

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168105	LOWES HIW INC	IRRIGATION FITTINGS	PARK & RECREATION FAC	12.60
	LOWES HIW INC	MISC SUPPLIES	WATER RESERVOIRS	43.58
168106	LOWES HIW INC	PIN CLIPS	WATER QUAL TREATMENT	9.33
	LOWES HIW INC	TOPSOIL	WATER SERVICES	326.76
	LOWES HIW INC	SUPPLIES	WATER QUAL TREATMENT	445.81
168107	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	86.26
168108	MAGBAG, FRANCISCO	UTILITY REFUND	WATER/SEWER OPERATION	5.23
168109	MALLAHAN, MARK	REIMBURSEMENT - EXTENDED SHIFT	WATER DIST MAINS	19.67
168110	MARYSVILLE FIRE	EMERGENCY AID SERVICE	FIRE-EMS	17,996.82
168111	MARYSVILLE, CITY OF	6302 152 ST NE	PARK & RECREATION FAC	45.62
	MARYSVILLE, CITY OF	15524 SMOKEY POINT BLVD	PARK & RECREATION FAC	219.64
168112	MATTIX, SAMUEL	INTERPRETER SERVICE	COURTS	260.00
168113	MC CLURE & SONS INC	WWTP TREATMENT IMPROVEMENT	SEWER CAPITAL PROJECTS	8,691.83
	MC CLURE & SONS INC	DOWNTOWN STORMWATER TREATMENT	SURFACE WATER CAPITAL	305,071.70
168114	MCDONALD, KEVIN D	HEARING EXAMINER - PA23-022	COMMUNITY	1,236.90
168115	METTE, JOEY	ANIMAL CONTROL ACADEMY	COMMUNITY SERVICES UNIT	987.50
168116	MORRIS, ALICE	REFUND - LINE DANCING	PARKS-RECREATION	7.00
168117	MOTOR TRUCKS	SERPENTINE BELT/ASSEMBLY	EQUIPMENT RENTAL	992.44
168118	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SOLID WASTE OPERATIONS	4.19
	MOUNTAIN MIST		SEWER MAIN COLLECTION	4.19
	MOUNTAIN MIST		WASTE WATER TREATMENT	4.20
	MOUNTAIN MIST		WASTE WATER TREATMENT	14.86
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	14.86
	MOUNTAIN MIST		SEWER MAIN COLLECTION	14.86
168119	NAPA AUTO PARTS	SERPENTINE BEARING - J018	EQUIPMENT RENTAL	43.17
	NAPA AUTO PARTS		EQUIPMENT RENTAL	43.17
	NAPA AUTO PARTS	FILTER KIT J048/SPERPENTINE BELT - H008	EQUIPMENT RENTAL	115.94
168120	NCSI	EMPLOYMENT BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	148.00
168121	NELSON-REISNER	GEAR GREASE	ER&R	366.36
168122	NORTH COAST ELECTRIC	POWER MONITOR 500	SOURCE OF SUPPLY	1,778.41
	NORTH COAST ELECTRIC	PANEL VIEW REPLACEMENT	WATER QUAL TREATMENT	7,749.76
	NORTH COAST ELECTRIC	PANVIEW REPLACEMENT	SEWER LIFT STATION	7,749.76
	NORTH COAST ELECTRIC	PANVIEW REPLACEMENT	WATER QUAL TREATMENT	7,749.76
168123	NORTH ELECTRO SERVICE	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	224.00
168124	NORTH SOUND EMERG	INMATE EMERGENCY CARE	DETENTION & CORRECTION	1,851.00
168125	NORTH SOUND MEDIA	ADVERTISING	OPERA HOUSE	600.00
168126	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	1,616.70
168127	NORTHWESTERN AUTO	ACCIDENT DAMAGE REPAIR - V029	EQUIPMENT RENTAL	4,790.19
168128	NW EMERGENCY PHYSICIAN	INMATE EMERGENCY CARE	DETENTION & CORRECTION	594.00
168129	OLSEN, KATHERINE	REFUND - BALLE	PARKS-RECREATION	12.00
168130	OREILLY AUTO PARTS	CREDIT FOR 2843-188501	EQUIPMENT RENTAL	-54.70
	OREILLY AUTO PARTS	STARTER SOLENOID - 466	EQUIPMENT RENTAL	21.02
	OREILLY AUTO PARTS	OXYGEN SENSOR - 336	EQUIPMENT RENTAL	46.88
	OREILLY AUTO PARTS	TURN SIGNAL - 966	EQUIPMENT RENTAL	73.72
	OREILLY AUTO PARTS	ALTERNATOR ASSEMBLY - J041	EQUIPMENT RENTAL	352.08
	OREILLY AUTO PARTS	TOOLS	EQUIPMENT RENTAL	621.72
168131	OSW EQUIPMENT	PARTS - M025	EQUIPMENT RENTAL	3,075.41
168132	OWEN EQUIPMENT	FRONT HOSE REEL - H008	EQUIPMENT RENTAL	302.86
168133	PACIFIC POWER BATTER	CORE BATTERIES	WATER DIST MAINS	34.70
168134	PACIFIC TOPSOILS	WOOD CHIP DUMP	ROADSIDE VEGETATION	61.75
	PACIFIC TOPSOILS	CHIP DUMP	ROADSIDE VEGETATION	123.50
168135	PACWEST MACHINERY	PARTS FOR H020	EQUIPMENT RENTAL	87.65
	PACWEST MACHINERY		EQUIPMENT RENTAL	2,728.10
168136	PAPE MACHINERY	PARTS FOR PUMP	STORM DRAINAGE	837.98

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 2/14/2024 TO 2/14/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168137	PEARSON, JUDY	REFUND - LINE DANCING	PARKS-RECREATION	7.00
168138	PETROCARD SYSTEMS	FUEL CONSUMED	UTIL ADMIN	38.57
	PETROCARD SYSTEMS		STORM DRAINAGE	41.88
	PETROCARD SYSTEMS		ENGR-GENL	54.14
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	58.92
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	59.78
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	63.44
	PETROCARD SYSTEMS		STORM DRAINAGE	76.41
	PETROCARD SYSTEMS		ENGR-GENL	154.81
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	160.99
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	194.52
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	251.06
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	332.10
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	353.30
	PETROCARD SYSTEMS		COMMUNITY	358.44
	PETROCARD SYSTEMS		COMMUNITY	401.41
	PETROCARD SYSTEMS		GENERAL	2,393.47
	PETROCARD SYSTEMS		PARK & RECREATION FAC	2,880.06
	PETROCARD SYSTEMS		PARK & RECREATION FAC	2,962.22
	PETROCARD SYSTEMS		GENERAL	3,097.49
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,573.41
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,349.96
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	6,787.39
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	7,892.26
	PETROCARD SYSTEMS		POLICE PATROL	8,676.49
	PETROCARD SYSTEMS		POLICE PATROL	10,096.86
168139	PGC INTERBAY LLC	REIMBURSEMENT TO GOLF	MAINTENANCE	-3,006.64
	PGC INTERBAY LLC		MAINTENANCE	-167.51
	PGC INTERBAY LLC		PRO-SHOP	50.00
	PGC INTERBAY LLC		MAINTENANCE	133.47
	PGC INTERBAY LLC		PRO-SHOP	181.88
	PGC INTERBAY LLC		PRO-SHOP	503.43
	PGC INTERBAY LLC		MAINTENANCE	744.99
	PGC INTERBAY LLC		GOLF ADMINISTRATION	832.35
	PGC INTERBAY LLC		MAINTENANCE	1,230.76
	PGC INTERBAY LLC		MAINTENANCE	1,476.11
	PGC INTERBAY LLC		MAINTENANCE	1,849.99
	PGC INTERBAY LLC		MAINTENANCE	2,705.46
	PGC INTERBAY LLC		GOLF COURSE	3,998.40
	PGC INTERBAY LLC	REIMBURSEMENT GOLF	PRO-SHOP	8,721.01
	PGC INTERBAY LLC		MAINTENANCE	11,498.92
168140	PLITMAN, VLADISLAV	INTERPRETER SERVICE	COURTS	158.14
168141	PNG MEDIA LLC	ADVERTISING	OPERA HOUSE	288.00
168142	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-1.66
	POLICE & SHERIFFS PR		POLICE PATROL	19.26
168143	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	18.90
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	18.90
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	19.69
	PUD	ACCT #205481823	GOLF ADMINISTRATION	19.69
	PUD	ACCT #201346665	SEWER LIFT STATION	22.05
	PUD	ACCT #201142155	TRANSPORTATION	36.71
	PUD	ACCT #202294245	SEWER LIFT STATION	46.97
	PUD	ACCT #203500020	STREET LIGHTING	55.65
	PUD	ACCT #204829691	STREET LIGHTING	56.27
	PUD	ACCT #200660439	STREET LIGHTING	61.35

**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>
	PUD	ACCT #203996343	STREET LIGHTING	67.58
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	77.01
	PUD	ACCT #201909637	SEWER LIFT STATION	96.67
	PUD	1094 CEDAR AVE - FIRE DISTRICT	NON-DEPARTMENTAL	105.95
	PUD	ACCT #221610405	STREET LIGHTING	106.39
	PUD	ACCT #203291216	GENERAL	129.52
	PUD	ACCT #220020531	STREET LIGHTING	219.88
	PUD	ACCT #200812808	PUMPING PLANT	431.18
	PUD	ACCT #202461554	SEWER LIFT STATION	733.91
	PUD	ACCT #202882098	STREET LIGHTING	9,457.49
	PUD		STREET LIGHTING	14,792.50
168144	PUGET SOUND ENERGY	ACCT #220026412746	CITY HALL	59.46
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	106.74
	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	111.13
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	172.78
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	544.15
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	584.73
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	679.34
	PUGET SOUND ENERGY	ACCT #220026419946	PUBLIC SAFETY BLDG	2,185.28
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	2,514.09
168145	RADIA INC PS	INMATE EMERGENCY CARE	DETENTION & CORRECTION	200.00
168146	REECE TRUCKING	UTILITY SAND	WATER SERVICES	221.56
	REECE TRUCKING	MATERIAL DISPOSAL	WATER FILTRATION PLANT	262.32
168147	REFRIGERATION UNLIMI	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	313.60
168148	SAFEWAY INC.	INMATE MEDICATION	DETENTION & CORRECTION	5.39
168149	SAFEWAY INC.		DETENTION & CORRECTION	16.51
168150	SAGE ELECTRIC LLC	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	235.20
168151	SCORE	INMATE CARE	DETENTION & CORRECTION	255.00
	SCORE		DETENTION & CORRECTION	425.00
168152	SISKUN POWER EQUIPMENT	DRIVE SHAFT - 299	SMALL ENGINE SHOP	15.43
168153	SIX ROBBLEES INC	SUPPLIES	EQUIPMENT RENTAL	13.47
168154	SKAGIT SHOOTING RANG	RANGE RENTAL	DETENTION & CORRECTION	298.65
168155	SMARSH INC	TEXT MESSAGE	COMPUTER SERVICES	-269.82
	SMARSH INC	TEXT MESSAGE ARCHIVING	COMPUTER SERVICES	-269.82
	SMARSH INC	TEXT MESSAGE	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		GENERAL	7.85
	SMARSH INC		UTILITY BILLING	7.85
	SMARSH INC		EQUIPMENT RENTAL	7.85
	SMARSH INC	TEXT MESSAGE ARCHIVING	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		GENERAL	7.85
	SMARSH INC		UTILITY BILLING	7.85
	SMARSH INC		EQUIPMENT RENTAL	7.85
	SMARSH INC	TEXT MESSAGE	CITY COUNCIL	15.70
	SMARSH INC		FINANCE-GENL	15.70
	SMARSH INC		YOUTH SERVICES	15.70
	SMARSH INC		RECREATION SERVICES	15.70
	SMARSH INC		LEGAL-GENL	15.70
	SMARSH INC		FACILITY MAINTENANCE	15.70

**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>
168155	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		LEGAL-GENL	15.70
	SMARSH INC		FACILITY MAINTENANCE	15.70
	SMARSH INC	TEXT MESSAGE	MUNICIPAL COURTS	23.55
	SMARSH INC		CITY CLERK	23.55
	SMARSH INC		PERSONNEL ADMINISTRATION	23.55
	SMARSH INC	TEXT MESSAGE ARCHIVING	MUNICIPAL COURTS	23.55
	SMARSH INC		CITY CLERK	23.55
	SMARSH INC		PERSONNEL ADMINISTRATION	23.55
	SMARSH INC	TEXT MESSAGE	WATER QUAL TREATMENT	31.40
	SMARSH INC		CUSTODIAL SERVICES	31.40
	SMARSH INC		GIS SERVICES IS	31.40
	SMARSH INC	TEXT MESSAGE ARCHIVING	WATER QUAL TREATMENT	31.40
	SMARSH INC		CUSTODIAL SERVICES	31.40
	SMARSH INC		GIS SERVICES IS	31.40
	SMARSH INC	TEXT MESSAGE	LEGAL - PROSECUTION	39.25
	SMARSH INC		COMMUNITY	39.25
	SMARSH INC		OFFICE OPERATIONS	39.25
	SMARSH INC		PARK & RECREATION FAC	39.25
	SMARSH INC	TEXT MESSAGE ARCHIVING	LEGAL - PROSECUTION	39.25
	SMARSH INC		COMMUNITY	39.25
	SMARSH INC		OFFICE OPERATIONS	39.25
	SMARSH INC		PARK & RECREATION FAC	39.25
	SMARSH INC	TEXT MESSAGE	COMMUNITY SERVICES UNIT	54.95
	SMARSH INC		STORM DRAINAGE	54.95
	SMARSH INC	TEXT MESSAGE ARCHIVING	COMMUNITY SERVICES UNIT	54.95
	SMARSH INC		STORM DRAINAGE	54.95
	SMARSH INC	TEXT MESSAGE	GENERAL	78.50
	SMARSH INC	TEXT MESSAGE ARCHIVING	GENERAL	78.50
	SMARSH INC	TEXT MESSAGE	POLICE INVESTIGATION	86.35
	SMARSH INC		DETENTION & CORRECTION	86.35
	SMARSH INC	TEXT MESSAGE ARCHIVING	POLICE INVESTIGATION	86.35
	SMARSH INC		DETENTION & CORRECTION	86.35
	SMARSH INC	TEXT MESSAGE	WASTE WATER TREATMENT	102.05
	SMARSH INC	TEXT MESSAGE ARCHIVING	WASTE WATER TREATMENT	102.05
	SMARSH INC	TEXT MESSAGE	EXECUTIVE ADMIN	117.75
	SMARSH INC	TEXT MESSAGE ARCHIVING	EXECUTIVE ADMIN	117.75
	SMARSH INC	TEXT MESSAGE	SOLID WASTE CUSTOMER	125.60
	SMARSH INC	TEXT MESSAGE ARCHIVING	SOLID WASTE CUSTOMER	125.60
	SMARSH INC	TEXT MESSAGE	POLICE ADMINISTRATION	133.45
	SMARSH INC	TEXT MESSAGE ARCHIVING	POLICE ADMINISTRATION	133.45
	SMARSH INC	TEXT MESSAGE	UTIL ADMIN	164.85
	SMARSH INC	TEXT MESSAGE ARCHIVING	UTIL ADMIN	164.85
	SMARSH INC	TEXT MESSAGE	ENGR-GENL	196.25
	SMARSH INC	TEXT MESSAGE ARCHIVING	ENGR-GENL	196.25
	SMARSH INC	TEXT MESSAGE	POLICE PATROL	525.95
	SMARSH INC	TEXT MESSAGE ARCHIVING	POLICE PATROL	525.95
168156	SNOHOMISH CO 911	DISPATCH SERVICES	COMMUNICATION CENTER	95,504.21
168157	SOLIS ENTERPRISE LLC	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	112.00
168158	SONITROL	MICROPROX PATCH	RECREATION SERVICES	90.25
	SONITROL	DAMAGED DETECTOR REPLACEMENT	FACILITY REPLACEMENT	729.89
168159	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	636.37

**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>
168160	SOUND PUBLISHING	ADVERTISEMENT	GMA - STREET	186.24
168161	SOUND SAFETY	CREDIT FOR INV #83019/6	GENERAL	-275.02
	SOUND SAFETY	UNIFORM - KEEFE	UTIL ADMIN	130.59
	SOUND SAFETY	GLOVES	POLICE PATROL	137.73
	SOUND SAFETY	UNIFORM - WARD	UTIL ADMIN	180.31
	SOUND SAFETY	UNIFORM - OXENTENKO	UTIL ADMIN	193.45
	SOUND SAFETY	UNIFORM - HEYERDAHL	GENERAL	196.71
	SOUND SAFETY	UNIFORM - WARD	UTIL ADMIN	224.05
	SOUND SAFETY	UNIFORM - HEYERDAHL	GENERAL	250.00
	SOUND SAFETY		GENERAL	275.02
	SOUND SAFETY	UNIFORM - CARY	UTIL ADMIN	409.83
	SOUND SAFETY	UNIFORM - POTTER	UTIL ADMIN	420.75
168162	SPRINGBROOK NURSERY	BRUSH/STUMP DUMP	PARK & RECREATION FAC	32.00
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	32.00
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	48.00
	SPRINGBROOK NURSERY	DUMP BRUSH/STUMP	STORM DRAINAGE	64.00
	SPRINGBROOK NURSERY	CRUSH ROCK	PARK & RECREATION FAC	261.11
168163	STAPLES	HEADSETS	MUNICIPAL COURTS	54.68
	STAPLES	SUPPLIES	POLICE PATROL	76.70
	STAPLES	INK	MUNICIPAL COURTS	105.07
168164	STATE PATROL	FINGERPRINT ID SERVICE	INTERGOVERNMENTAL	617.25
168165	STATE ROOFING INC	REFUND - INSPECTION FEE	COMMUNITY DEVELOPMENT	112.00
168166	STOUT, CLIFF	UTILITY REFUND	WATER/SEWER OPERATION	119.08
168167	STRATEGIES 360	PROFESSIONAL SERVICE	GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
	STRATEGIES 360		GENERAL	3,750.00
	STRATEGIES 360		WASTE WATER TREATMENT	3,750.00
	STRATEGIES 360		UTIL ADMIN	5,000.00
168168	SUPERIOR RESTROOMS	SERVICE ON UNIT #16975	WATER DIST MAINS	71.11
	SUPERIOR RESTROOMS	SERVICE ON UNIT 16382 & 16383	ROADSIDE VEGETATION	142.22
	SUPERIOR RESTROOMS	SERVICE ON UNIT 16821 & 16822	ROADSIDE VEGETATION	142.22
168169	TAYLOR, DANIEL	REFEREES - BASKETBALL	RECREATION SERVICES	3,375.00
168170	TER-MARGARYAN, ANGEL	REFUND - LINE DANCING	PARKS-RECREATION	7.00
168171	TMG SERVICES INC	H2O MONITORING COMPONENTS	WATER QUAL TREATMENT	17,745.06
	TMG SERVICES INC		SOURCE OF SUPPLY	17,745.07
168172	TOCCO, LEAH	REIMBURSEMENT MEETING SUPPLIES	PLANNING & COMMUNITY DEV	72.46
168173	TRANSUNION RISK & AL	TRANSUNION DATA SERVICE	POLICE INVESTIGATION	490.18
168174	TRAUCHT, DANIEL J	UTILITY REFUND	WATER/SEWER OPERATION	111.34
168175	TRIVETT, MARK A	PROTEM SERVICE	MUNICIPAL COURTS	370.00
168176	TXLEY INC	REPAIRS/MAINTENANCE	DETENTION & CORRECTION	202.28
168177	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	343.18
168178	USA BLUEBOOK	CALIBRATION LID/CARTRIDGE	WATER FILTRATION PLANT	507.94
	USA BLUEBOOK	FLUKE LOOP CALIBRATOR	WATER QUAL TREATMENT	1,352.15
168179	UTILITIES UNDERGROUND	EXCAVATION NOTIFICATION	UTILITY LOCATING	1,051.90
168180	VEGA AMERICAS, INC	REPLACEMENT CONTROL PUMP	STORM DRAINAGE	941.36
168181	VERIZON	WIRELESS SERVICE	POLICE ADMINISTRATION	20.83
	VERIZON		PURCHASING/CENTRAL	30.47
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		EQUIPMENT RENTAL	83.69
	VERIZON		FINANCE-GENL	102.87
	VERIZON		COMMUNITY SERVICES UNIT	112.29
	VERIZON		EXECUTIVE ADMIN	119.18
	VERIZON		POLICE PATROL	120.03

**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>
168181	VERIZON	WIRELESS SERVICE	CITY CLERK	126.09
	VERIZON		LEGAL-GENL	131.09
	VERIZON		MUNICIPAL COURTS	250.16
	VERIZON		WATER QUAL TREATMENT	292.53
	VERIZON		COMPUTER SERVICES	352.14
	VERIZON		PARK & RECREATION FAC	417.28
	VERIZON		RECREATION SERVICES	417.29
	VERIZON		FACILITY MAINTENANCE	425.13
	VERIZON		COMMUNITY	490.22
	VERIZON		WATER SUPPLY MAINS	578.46
	VERIZON		SEWER MAIN COLLECTION	663.95
	VERIZON		STORM DRAINAGE	741.51
	VERIZON		SOLID WASTE CUSTOMER	853.43
	VERIZON		GENERAL	971.71
	VERIZON		ENGR-GENL	1,781.49
	VERIZON		UTIL ADMIN	2,415.36
168182	VOLUNTEERS OF AMERICA	HUMAN SERVICE REIMBURSEMENT	RENTAL ASSISTANCE	13,037.18
168183	WASHINGTON ENERGY SV	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	112.00
168184	WASTE MANAGEMENT	SOLID WASTE	WASTE WATER TREATMENT	7,892.79
168185	WEBB, JAMES V	UTILITY REFUND	WATER/SEWER OPERATION	7.52
168186	WEBCHECK	WEBCHECK SERVICE	UTILITY BILLING	1,017.42
168187	WEEKS, BRADLEY J	INSTRUCTOR PAYMENT	RECREATION SERVICES	144.00
168188	WESSEL, JON	UNIFORM REIMBURSEMENT	DEVELOPMENT SERVICES	196.87
168189	WESTERN GRAPHICS	EXTERIOR PACKAGE SET - P218	EQUIPMENT RENTAL	922.51
	WESTERN GRAPHICS	EXTERIOR PACKAGE SET - P219	EQUIPMENT RENTAL	922.51
	WESTERN GRAPHICS	EXTERIOR PACKAGE SET - P220	EQUIPMENT RENTAL	922.51
	WESTERN GRAPHICS	EXTERIOR PACKAGE SET - P221	EQUIPMENT RENTAL	922.51
168190	WESTERN SYSTEMS	BATTERY ALPHA CELL	TRANSPORTATION	2,684.98
168191	WET RABBIT EXPRESS	CAR WASHES - FLEET	EQUIPMENT RENTAL	28.80
	WET RABBIT EXPRESS	CAR WASHES - POLICE	POLICE PATROL	324.00
168192	WHISTLE WORKWEAR	CREDIT FOR #INV2010013543	GENERAL	-148.35
	WHISTLE WORKWEAR	UNIFORM - CLOSE	GENERAL	72.19
	WHISTLE WORKWEAR		GENERAL	148.35
	WHISTLE WORKWEAR	UNIFORM - VENNES	GENERAL	178.01
	WHISTLE WORKWEAR	UNIFORM - PIKE	GENERAL	197.79
	WHISTLE WORKWEAR		GENERAL	213.18
	WHISTLE WORKWEAR	UNIFORM - CLOSE	GENERAL	250.00
	WHISTLE WORKWEAR	UNIFORM - VENNES	GENERAL	250.00
168193	WHITNEY EQUIPMENT CO	REAGENT SETS	WATER FILTRATION PLANT	464.44
168194	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	32.20
	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	66.96
	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	68.02
	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	68.42
	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	75.87
	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
	ZIPLY FIBER	ACCT #3606585292	MUNICIPAL COURTS	114.15
	ZIPLY FIBER	ACCT #3606594037	CITY HALL	117.23
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	158.09
	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	230.94

DATE: 2/15/2024  
TIME: 10:41:45AM

**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>
			WARRANT TOTAL:	<u><u>1,223,681.59</u></u>
NICOLE ANDERSON		CHECK LOST/DAMAGED	VOID 164330	\$16.00
LOWES, INC.		CHECK LOST/DAMAGED	VOID 166254	\$56.18
MCCLURE & SONS, INC.		CHECK LOST/DAMAGED	VOID 167570	\$313,763.53

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$909,845.88





# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 26, 2024

**SUBMITTED BY:** Accounting Technician Shauna Crane, Finance

**ITEM TYPE:** Claims

**AGENDA SECTION:** **Consent**

**SUBJECT:** February 21, 2024 Claims in the Amount of \$1,216,227.88 Paid by EFT Transactions and Check Numbers 168195 through 168312 with Check Number 167340 Voided

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[022124.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/21/2024 TO 2/21/2024**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168195	COMMONSTREET	CORRIDOR IMPROVEMENTS	GMA - STREET	57,426.52
168196	PREMERA BLUE CROSS	CLAIMS PAID 1/28 TO 1/31/24	MEDICAL CLAIMS	25,208.86
	PREMERA BLUE CROSS	CLAIMS PAID 2/1 TO 2/3/24	MEDICAL CLAIMS	73,086.55
	PREMERA BLUE CROSS	CLAIMS PAID 1/21 TO 1/27/24	MEDICAL CLAIMS	76,950.23
168197	LICENSING, DEPT OF	DRIVING ABSTRACT - DUNPHY	PERSONNEL ADMINISTRATION	15.00
168198	LICENSING, DEPT OF	DRIVING ABSTRACT - COLFELT	PERSONNEL ADMINISTRATION	15.00
168199	LICENSING, DEPT OF	DRIVING ABSTRACT - OLSON	PERSONNEL ADMINISTRATION	15.00
168200	3R TECHNOLOGY LLC	ELECTRONIC SUPPLIES, BATTERIES	PROTECTIVE INSPECTIONS	685.70
168201	911 SUPPLY INC.	JACKET - WALTERS	POLICE PATROL	393.04
	911 SUPPLY INC.	JUMPSUIT, MUSTAIN	POLICE PATROL	472.34
	911 SUPPLY INC.	SERVICE BARS	POLICE PATROL	479.12
	911 SUPPLY INC.	VEST - FLAHERTY	POLICE PATROL	1,959.36
	911 SUPPLY INC.	JACKETS	POLICE INVESTIGATION	2,429.82
168202	A & A LANGUAGE SERVICE	INTERPRETER SERVICE	EXECUTIVE ADMIN	350.00
168203	ADAMS, SAMUEL DAVID	UTILITY BILLING REFUND	WATER/SEWER OPERATION	251.84
168204	ALBANESE, JACQUELINE	UNIFORM - JACKET FOR TRANSPORT	POLICE INVESTIGATION	27.34
168205	ALEXANDER PRINTING	SERVICE LINE DOOR HANGER	WATER DIST MAINS	192.27
168206	ALL BATTERY SALES &	SANITATION SUPPLIES	SOLID WASTE OPERATIONS	64.55
168207	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	209.14
168208	ASSN OF WA CITIES	SAFETY ALLIANCE MEMBERSHIP	PERSONNEL ADMINISTRATION	54,304.20
168209	BARBIN, OKSANA	CONSERVATION REBATE	UTIL ADMIN	50.00
168210	BHC CONSULTANTS	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	1,792.50
	BHC CONSULTANTS		SEWER CAPITAL PROJECTS	3,180.00
168211	BILLING DOCUMENT SPE	BILL PRINTING/FLUSHING INSERT	WATER DIST MAINS	4,187.34
	BILLING DOCUMENT SPE	PRINTING SERVICE	UTILITY BILLING	4,247.80
	BILLING DOCUMENT SPE	BILL PRINTING/FLUSHING INSERT	UTILITY BILLING	6,729.22
168212	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	237.76
168213	BOE, HEATHER	UTILITY BILLING REFUND	WATER/SEWER OPERATION	16.52
168214	BOTESCH, NASH & HALL	EVIDENCE ROOM	CAPITAL EXPENDITURES	8,189.38
168215	BUILDERS EXCHANGE	PUBLISHING	WATER CAPITAL PROJECTS	0.45
	BUILDERS EXCHANGE		GMA - STREET	0.60
	BUILDERS EXCHANGE		GMA - STREET	45.00
	BUILDERS EXCHANGE		GMA - STREET	80.10
168216	CENTRAL WELDING SUPPLY	RAKES	ER&R	95.51
168217	CHICAGO TITLE INSURANCE	RECOVEYANCE FEE	GMA - STREET	494.55
168218	CLEARWATER PACKAGE	JAIL SUPPLIES	GENERAL FUND	-110.03
	CLEARWATER PACKAGE		DETENTION & CORRECTION	1,280.53
168219	COASTAL FARM & HOME	DEPARTMENT SUPPLIES	GENERAL	34.09
	COASTAL FARM & HOME	UNIFORM - KEEFE	UTIL ADMIN	76.10
	COASTAL FARM & HOME		UTIL ADMIN	140.02
	COASTAL FARM & HOME	UNIFORM	UTIL ADMIN	175.03
	COASTAL FARM & HOME		UTIL ADMIN	183.66
	COASTAL FARM & HOME		UTIL ADMIN	201.29
168220	CODE PUBLISHING	MUNICIPAL CODE WEB UPDATE	CITY CLERK	804.09
168221	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE	ER&R	516.29
168222	CORE & MAIN LP	BLOW OFF REPAIR	WATER DIST MAINS	1,075.53
	CORE & MAIN LP	METER BOX, TAPE, LID	WATER SERVICES	1,636.62
168223	CORRECTIONS, DEPT OF	INMATE PAY	ROADSIDE VEGETATION	190.03
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	245.26
	CORRECTIONS, DEPT OF		WATER FILTRATION PLANT	357.10
168224	CRYSTAL SPRINGS	WATER SERVICE	RECREATION SERVICES	92.67
168225	DAILY JOURNAL OF COM	ADVERTISING	GMA - STREET	124.70
	DAILY JOURNAL OF COM		GMA - STREET	499.80
168226	DICKS TOWING	RV DISPOSAL	POLICE PATROL	961.82
	DICKS TOWING		POLICE PATROL	1,130.42



**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 2/21/2024 TO 2/21/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168248	J2 CLOUD SERVICES	FAX	LEGAL-GENL	18.99
	J2 CLOUD SERVICES		COMPUTER SERVICES	37.90
	J2 CLOUD SERVICES		WATER DIST MAINS	37.98
	J2 CLOUD SERVICES		UTILITY BILLING	37.98
	J2 CLOUD SERVICES		CITY CLERK	37.98
	J2 CLOUD SERVICES		COMMUNITY	37.98
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	37.98
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	37.98
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	37.98
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	37.98
	J2 CLOUD SERVICES		RECREATION SERVICES	37.98
	J2 CLOUD SERVICES		POLICE INVESTIGATION	37.98
	J2 CLOUD SERVICES		MUNICIPAL COURTS	37.98
	J2 CLOUD SERVICES		DETENTION & CORRECTION	37.98
	J2 CLOUD SERVICES		PROBATION	37.98
	J2 CLOUD SERVICES		FINANCE-GENL	37.98
	J2 CLOUD SERVICES		UTIL ADMIN	37.98
	J2 CLOUD SERVICES		ENGR-GENL	37.98
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	37.98
	J2 CLOUD SERVICES		OFFICE OPERATIONS	75.95
	J2 CLOUD SERVICES		MUNICIPAL COURTS	113.93
168249	KLEIN, ASHLEE	REFUND - KIDS CANVAS	PARKS-RECREATION	10.00
	KLEIN, ASHLEE		PARKS-RECREATION	10.00
168250	LASTING IMPRESSIONS	CLOTHING	ER&R	1,410.81
168251	LAWSON, MONICA	REFUND - DUELING PIANOS	PARKS-RECREATION	60.00
	LAWSON, MONICA		PARKS-RECREATION	60.00
168252	MACLEOD RECKORD, PLLC	MSVL-LK STEVENS TRAIL CONNECTOR	GMA-PARKS	22,722.17
168253	MALLAHAN, MARK	MEAL REIMBURSEMENT	WATER DIST MAINS	38.55
168254	MANIER, MARNELLA	REFUND - WEDDING PERMIT CHARGE	PARKS-RECREATION	115.00
168255	MANRIQUEZ, JESUS	UTILITY BILLING REFUND	WATER/SEWER OPERATION	288.88
168256	MATERIALS TESTING &	EVIDENCE ROOM	CAPITAL EXPENDITURES	475.00
168257	MCLOUGHLIN & EARDLEY	STROBE LIGHT ASSY	ER&R	918.05
168258	MCVAYS MOBILE WELD	WELDING FABRICATION SERVICE	WASTE WATER TREATMENT	164.10
168259	MENNIE, CONNIE	REIMBURSEMENT BUSINESS EXPENSES	EXECUTIVE ADMIN	37.38
168260	MILLER, MARY JEAN	UTILITY BILLING REFUND	GARBAGE	15.71
168261	MOTOR TRUCKS	COOLANT	SOLID WASTE OPERATIONS	161.35
	MOTOR TRUCKS	CRANKCASE BREATHER FILTER	ER&R	499.25
	MOTOR TRUCKS	LED BACK UP LIGHTS	ER&R	1,567.40
168262	MPAC	INSTRUCTOR PAYMENT	RECREATION SERVICES	619.20
168263	NAPA AUTO PARTS	OIL BOOM SOCKS	ER&R	60.48
	NAPA AUTO PARTS	TRANS FILTER	ER&R	62.14
	NAPA AUTO PARTS	DEF FLUID	ROADWAY MAINTENANCE	213.17
	NAPA AUTO PARTS	AIR/OIL/FUEL FILTERS	ER&R	562.91
168264	NCSI	BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	92.50
	NCSI		PERSONNEL ADMINISTRATION	388.50
168265	NEARMAP	GIS NEARMAP SUBSCRIPTION	GIS SERVICES IS	17,350.80
168266	NORTH SOUND EMERG	INMATE EMERGENCY MEDICAL CARE	DETENTION & CORRECTION	835.00
168267	O'BRIEN, JENNIFER	REFUND - WEDDING DEPOSIT	GENERAL FUND	500.00
168268	ODP BUSINESS SOLUTION	OFFICE SUPPLIES	LEGAL-GENL	21.32
	ODP BUSINESS SOLUTION		LEGAL - PROSECUTION	27.33
	ODP BUSINESS SOLUTION		CITY CLERK	60.38
168269	OHD, LLLP	ANNUAL CALIBRATION FIT TESTING	PERSONNEL ADMINISTRATION	1,471.46
168270	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	979.20
168271	OXBLUE LLC	TIME LAPSE CAMERA SERVICE	SURFACE WATER CAPITAL	2,346.00
168272	PACIFIC NW SCALE	CALIBRATIONS	POLICE PATROL	432. <b>44</b>

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/21/2024 TO 2/21/2024**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168273	PACIFIC POWER BATTER	BATTERIES	SOURCE OF SUPPLY	51.26
168274	PAPE MACHINERY	FUEL FILTERS	ER&R	820.50
168275	PEACE OF MIND	TRAVEL, COUNCIL MEETING	CITY CLERK	96.20
	PEACE OF MIND	TRAVEL, EDITING, WORK SESSION	CITY CLERK	162.80
168276	PH CONSULTING LLC	PROFESSIONAL SERVICE	GMA - STREET	1,350.31
168277	PLATT ELECTRIC	CREDIT FOR INV #4S24300	TRANSPORTATION	-69.86
	PLATT ELECTRIC	HEAT SHRINK	WASTE WATER TREATMENT	10.92
	PLATT ELECTRIC	KNEELING PADS	TRANSPORTATION	69.86
	PLATT ELECTRIC	GFI COVER	SEWER LIFT STATION	89.81
	PLATT ELECTRIC	INTRUSION SWITCHES	SOURCE OF SUPPLY	102.95
	PLATT ELECTRIC	WIRE	WASTE WATER TREATMENT	171.44
	PLATT ELECTRIC	LIGHTS	WASTE WATER TREATMENT	275.45
168278	POINT ROBERTS PRESS	MARKETING IN WEDDING BOOK	OPERA HOUSE	595.00
168279	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	102.00
168280	PROVIDENCE EVERETT M	INMATE EMERGENCY MEDICAL CARE	DETENTION & CORRECTION	1,479.00
168281	PUD	ACCT #205195373	PARK & RECREATION FAC	18.90
	PUD	ACCT #202461026	MAINT OF GENL PLANT	23.63
	PUD	ACCT #220681340	STORM DRAINAGE	25.36
	PUD	ACCT #200501617	TRANSPORTATION	30.62
	PUD	ACCT #200973956	SEWER LIFT STATION	32.40
	PUD	ACCT #200448801	TRANSPORTATION	52.30
	PUD	ACCT #201142098	PARK & RECREATION FAC	56.21
	PUD	ACCT #223945742	TRAFFIC CONTROL DEVICES	59.09
	PUD	ACCT #202303301	SEWER LIFT STATION	70.86
	PUD	ACCT #222664740	TRANSPORTATION	95.29
	PUD	ACCT #221115934	MAINT OF GENL PLANT	97.65
	PUD	ACCT #202011813	PUMPING PLANT	116.05
	PUD	ACCT #222664310	TRANSPORTATION	127.94
	PUD	ACCT #222663973	TRANSPORTATION	136.58
	PUD	ACCT #201628880	WASTE WATER TREATMENT	210.39
	PUD	1094 CEDAR AVE	FIRE ADMIN	341.51
	PUD	ACCT #220824148	WASTE WATER TREATMENT	411.31
	PUD	ACCT #201675634	WASTE WATER TREATMENT	430.29
	PUD	ACCT #201617479	CITY HALL	591.00
	PUD	ACCT #201587284	WASTE WATER TREATMENT	770.49
	PUD	ACCT #200021871	COURT FACILITIES	855.60
	PUD	ACCT #202177333	MAINT OF GENL PLANT	970.83
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,026.65
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,619.74
	PUD	ACCT #202075008	WASTE WATER TREATMENT	13,161.79
	PUD	ACCT #201420635	WASTE WATER TREATMENT	16,919.54
	PUD	ACCT #201721180	WASTE WATER TREATMENT	25,120.98
168282	RADIA INC PS	INMATE EMERGENCY MEDICAL CARE	DETENTION & CORRECTION	147.20
168283	REECE TRUCKING	ASPHALT DUMP	WATER DIST MAINS	441.52
168284	REED, RODNEY K	UTILITY BILLING REFUND	WATER/SEWER OPERATION	70.50
168285	SAVIBANK	RETAINAGE FOR TRICO COMPANIES	CITY FACILITIES	18,980.21
168286	SCORE	JAN HOUSING CHARGES	DETENTION & CORRECTION	14,534.13
168287	SKAGIT SHOOTING RANG	RANGE RENTAL	POLICE TRAINING-FIREARMS	298.65
	SKAGIT SHOOTING RANG		POLICE TRAINING-FIREARMS	298.65
168288	SNO CO AUDITOR	REPLENISHMENT	GMA - STREET	614.00
168289	SNO CO CHAPTER OF	INSTRUCTOR PAYMENT	RECREATION SERVICES	792.00
168290	SNO CO PUBLIC WORKS	BRIDGE INSPECTION	TRANSPORTATION	552.61
	SNO CO PUBLIC WORKS	47TH AVE NE/3RD AVE	TRANSPORTATION	706.97
168291	SNO CO PUBLIC WORKS	SOLID WASTE	ROADSIDE VEGETATION	69.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/21/2024 TO 2/21/2024**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168291	SNO CO PUBLIC WORKS	SOLID WASTE	SOLID WASTE OPERATIONS	243,150.00
168292	SNYDER, CANON	MC/DJ SERVICE	RECREATION SERVICES	800.00
168293	SONITROL	FIRE ALARM PANEL	CAPITAL EXPENDITURES	976.94
168294	SPRAGUE PEST SOLUTION	RODENT EXTERIOR SERVICE	SOLID WASTE OPERATIONS	76.58
	SPRAGUE PEST SOLUTION		MAINT OF GENL PLANT	76.58
168295	STOP STICK, LTD	STOP STICKS	POLICE PATROL	6,337.54
168296	STRAWBERRY LANES	BOWLING TOURNAMENT	PERSONNEL ADMINISTRATION	1,845.77
168297	SUNBELT RENTALS	ROLLER RENTAL	ROADWAY MAINTENANCE	676.70
168298	SUPERIOR RESTROOMS	SERVICE - UNIT 17407	WATER DIST MAINS	71.11
	SUPERIOR RESTROOMS	HC UNIT SERVICE	PARK & RECREATION FAC	293.46
168299	SWANK MOTION PICTURE	MOVIE LICENSE FEE 2024	GENERAL FUND	-245.34
	SWANK MOTION PICTURE		RECREATION SERVICES	2,855.34
168300	TER-MARGARYAN, ANGEL	REFUND - BALLET	PARKS-RECREATION	12.00
168301	TRANSCO GROUP	PROFESSIONAL SERVICE	GMA - STREET	300.00
	TRANSCO GROUP		GMA - STREET	693.75
168302	TRICO COMPANIES, LLC	EVIDENCE BUILDING RETAINAGE	CITY FACILITIES	-18,980.21
	TRICO COMPANIES, LLC		CAPITAL EXPENDITURES	415,286.97
168303	TXLEY INC	JAIL CLEANING SUPPLIES	DETENTION & CORRECTION	169.57
168304	UNITED RENTALS	MINI EXCAVATOR, BACKHOE RENTAL	WATER DIST MAINS	1,976.86
168305	VIGNA, HECTOR	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	224.00
168306	VONGSA, APHAYPHET &	UTILITY BILLING REFUND	GARBAGE	1,746.40
168307	WA AUDIOLOGY SRVCS	HEARING TESTS	POLICE PATROL	154.00
168308	WA REC & PARK ASSN	WRPA MEMBERSHIP 2024	RECREATION SERVICES	625.00
	WA REC & PARK ASSN		PARK & RECREATION FAC	625.00
168309	WHITLEY EVERGREEN IN	UTILITY BILLING REFUND	GARBAGE	2,241.50
168310	WOOTEN, SHARON	UTILITY BILLING REFUND	WATER/SEWER OPERATION	100.34
168311	ZIONS BANK	CUSTODIAN/SAFEKEEPING	FINANCE-GENL	505.00
	ZIONS BANK		UTIL ADMIN	505.00
168312	ZIPLY FIBER	LOCAL AND LD PHONE SERVICE	CRIME PREVENTION	8.33
	ZIPLY FIBER		PROPERTY TASK FORCE	8.33
	ZIPLY FIBER		STORM DRAINAGE	8.33
	ZIPLY FIBER		PURCHASING/CENTRAL	8.33
	ZIPLY FIBER		YOUTH SERVICES	8.33
	ZIPLY FIBER		SOLID WASTE CUSTOMER	16.66
	ZIPLY FIBER		FACILITY MAINTENANCE	16.66
	ZIPLY FIBER		CITY CLERK	24.98
	ZIPLY FIBER		LEGAL-GENL	24.98
	ZIPLY FIBER		WATER QUAL TREATMENT	24.98
	ZIPLY FIBER		GIS SERVICES IS	24.98
	ZIPLY FIBER		PARK & RECREATION FAC	33.31
	ZIPLY FIBER		GENERAL	33.31
	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	40.50
	ZIPLY FIBER		RECREATION SERVICES	40.50
	ZIPLY FIBER	LOCAL AND LD PHONE SERVICE	LEGAL - PROSECUTION	41.64
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	41.64
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	49.97
	ZIPLY FIBER		EQUIPMENT RENTAL	49.97
	ZIPLY FIBER		RECREATION SERVICES	74.95
	ZIPLY FIBER		UTILITY BILLING	74.95
	ZIPLY FIBER		COMPUTER SERVICES	83.27
	ZIPLY FIBER		FINANCE-GENL	83.28
	ZIPLY FIBER		POLICE INVESTIGATION	83.28
	ZIPLY FIBER		UTIL ADMIN	99.93
	ZIPLY FIBER		MUNICIPAL COURTS	108.26
	ZIPLY FIBER		EXECUTIVE ADMIN	108.46

DATE: 2/22/2024  
 TIME: 8:03:38AM

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 2/21/2024 TO 2/21/2024**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	ZIPLY FIBER		WASTE WATER TREATMENT	108.26
	ZIPLY FIBER		POLICE ADMINISTRATION	116.59
	ZIPLY FIBER		OFFICE OPERATIONS	116.59
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	126.28
	ZIPLY FIBER		SUNNYSIDE FILTRATION	136.81
	ZIPLY FIBER	LOCAL AND LD PHONE SERVICE	COMMUNITY	149.90
	ZIPLY FIBER		DETENTION & CORRECTION	208.19
	ZIPLY FIBER		ENGR-GENL	233.18
	ZIPLY FIBER		POLICE PATROL	483.01
<b>WARRANT TOTAL:</b>				<b><u>1,216,298.38</u></b>

RODNEY REED	INITIATOR ERROR	VOID	167340	\$70.50
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<u>REASON FOR VOIDS:</u>	<u>WARRANT TOTAL:</u>	<u>\$1,216,227.88</u>
INITIATOR ERROR		
CHECK LOST/DAMAGED		
UNCLAIMED PROPERTY		



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 26, 2024

**SUBMITTED BY:** Grant Coordinator Kari Chennault, Executive

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Hotel-Motel Tax Fund Agreement for the 2024 Marysville 5K Run

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the Hotel-Motel Tax Fund Agreement to receive a \$5,000 reimbursement for the 2024 Marysville 5K Run.

**SUMMARY:** This Agreement will allow the City of Marysville to receive a \$5,000 reimbursement from Snohomish County’s Hotel-Motel Tax Fund. This financial support will be used by the city to support the Parks, Culture and Recreation Department’s planned 2024 Marysville 5K run series.

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**ATTACHMENTS:**  
[Hotel-Motel 2024 Professional Services Agreement - City of Marysville - updated 2.20b.pdf](#)



CONSULTANT: City of Marysville  
CONTACT PERSON: Kari Chennault  
ADDRESS: 501 Delta Avenue  
Marysville, WA 98270  
FEDERAL TAX ID NUMBER/  
U.B.I. NUMBER: 91-616001459  
TELEPHONE NUMBER: 360-454-4592  
COUNTY DEPT.: Executive Office  
DEPT. CONTACT PERSON: Trudy Soriano  
Fiscal Analyst  
TELEPHONE NUMBER: (425) 388-6603  
PROJECT: 2024 Marysville 5K Run  
AMOUNT: \$5,000.00  
FUND SOURCE: 116.501094105205  
CONTRACT DURATION: Effective date through December 31, 2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF MARYSVILLE a regional municipal organization (the “Contractor”).

Recitals

WHEREAS, by Section 1 of Resolution No. 79-335, adopted November 5, 1979 (and codified as SCC 4.40.010), the legislative body of the County levied a special excise tax on the sale of or charge made for the furnishing of lodging by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property; and

WHEREAS, by Section 1 of Resolution No. 79-335, as subsequently amended (and codified as SCC 4.40.050(1)), the legislative body of the County created a fund known as the "hotel/motel tax fund"; and

WHEREAS, by Section 2 of Ordinance No. 87-062, adopted August 12, 1987 (codified as SCC 4.40.060), the County Council specified that the hotel-motel tax fund shall be used to support projects or purposes authorized under chapter 67.28 RCW; and

WHEREAS, chapter 67.28 RCW permits the distribution of money from the hotel-motel tax fund for tourism promotion, defined by RCW 67.28.180(2) (h)(ii) as “activities intended to attract

visitors for overnight stays, arts, heritage, and cultural events, and recreational, professional, and amateur sports events”; and

WHEREAS, by Section 4 of Ordinance No. 87-062 (codified as SCC 4.40.070), the County Council established an application and selection process for projects to be funded from the hotel-motel tax fund; and

WHEREAS, pursuant to the procedures established by SCC 4.40.070, the County received applications for funding assistance from various eligible public and nonprofit entities in response to a public solicitation for such applications; and

WHEREAS, the Snohomish County Lodging Tax Advisory Committee evaluated the applications for eligibility and recommended funding levels for the projects, consistent with provisions of chapter 67.28 RCW; and

WHEREAS, by Motion No. 23-535, passed on December 13, 2023, the County Council authorized 2024 hotel-motel tax funding of the projects as set forth therein (or as subsequently amended by the Council) and authorized the County Executive to execute the necessary contracts.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to establish the parameters for reimbursing the Consultant name in the amount up to \$5,000 for eligible expenses of Contractor’s 2024 programming (the “Project”), as set forth in Schedule A. Schedule A is attached hereto and by this reference made part of this Agreement.

The Contractor 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. This Agreement shall be effective upon mutual execution (the “Effective Date”) and shall terminate on December 31, 2024. The Contractor shall complete its obligations required by this Agreement no later than December 31, 2024. The County’s obligations after December 31, 2024, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Reimbursement. The County will reimburse Contractor as set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. No claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. Upon completion of Contractor's eligible expenses for the Project, the Contractor shall submit a properly executed invoice to the County indicating the amount of eligible expenses for reimbursement. The invoice shall include an itemization of all reimbursable expenses incurred by the Contractor, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule A. Subject to Section 7 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

d. Contract Maximum. Total reimbursable expenses under this Agreement, all fees and expenses included, shall not exceed \$5,000.

4. Independent Contractor. The Contractor agrees that it is not an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities 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 ventures.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor 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 Contractor personnel when required by law.

Because it is an independent contractor, the Contractor 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 Contractor 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 Contractor 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 Contractor and as to all duties, activities and requirements by the Contractor in completion of the Project under this Agreement. The Contractor 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. 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 of this Agreement.

6. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Trudy Soriano  
Title: Fiscal Analyst  
Department: Executive Office  
Telephone: (425) 388-6603  
Email: [Trudy.Soriano@snoco.org](mailto:Trudy.Soriano@snoco.org)

7. County Review and Approval. If Contractor's Project includes the production of promotional materials, Contractor shall provide the County an advance copy of said promotional materials. If the content of the promotional material is objectionable to the County, the County, in its sole discretion, may determine whether to reimburse Contractor for the associated expenses.

8. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support its invoices of reimbursable expenses. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor that 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 Contractor, shall be refunded to the County by the Contractor.

9. Indemnification. To the maximum extent permitted by law the Contractor shall indemnify and hold harmless the County its 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 Project. In addition, the Contractor shall assume the defense of the County its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to the Project and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County 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 Contractor or its subcontractors, and the Contractor, 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 Contractor.

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.

10. Insurance Requirements. The Contractor 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 Project hereunder by the Contractor, 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.

By requiring the minimum insurance coverage set forth in this Section 10, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor 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 Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor 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 Contractor 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.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement 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 Contractor 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 Contractor'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.

11. 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 Contractor 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 Contractor of the Contractor's compliance with the requirements of chapter 2.460 SCC. If the Contractor 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 Contractor's obligations under other federal, state, or local laws against discrimination.

12. 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.

13. 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 Contractor 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.

14. Compliance with Other Laws. The Contractor shall comply with all other

applicable federal, state and local laws, rules, and regulations in performing this Agreement.

15. Compliance with Grant Terms and Conditions. The Contractor 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 Contractor's work hereunder.

16. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, 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.

17. 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.

18. Suspension of Work. The County may, at any time, instruct the Contractor 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 19 of this Agreement.

19. 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 Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) 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 Contractor only for the reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon five (5) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 7 hereof for the reimbursable

expenses, if any, reasonably and directly incurred by the Contractor 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 Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 19, 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 Contractor (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 contactor to complete the work of the Agreement.

20. 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 County Executive Office  
    3000 Rockefeller Avenue  
    Everett, WA 98201  
    Attention:      Trudy Soriano  
    Fiscal Analyst

If to the Contractor:                      City of Marysville  
    501 Delta Avenue  
    Marysville, WA 98270  
    Attention:      Kari Chennault

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

21. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

If the Contractor is an agency subject to chapter 42.56 RCW (the "Public Records Act" or "Act"), then Contractor may disclose records in compliance with the Act. If Contractor receives a public records request seeking records that may be confidential, Contractor will provide written notice to the County of the request and 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.

22. Public Records Act. This Agreement and all public records associated with this



Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

23. 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.

24. 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.

25. 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.

26. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

27. 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.

28. 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.

29. 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 Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

30. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

31. 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.

SNOHOMISH COUNTY:

CITY OF MARYSVILLE

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Schedule A  
Scope

CONTRACTOR: CITY OF MARYSVILLE  
PROJECT: 2024 MARYSVILLE 5K RUN

The Contractor will: (a) purchase gear and equipment to support the facilitation of the 2024 Marysville 5K Run. Gear and equipment include, but are not limited to, start/finish line designator, medals and other prizes, participant shirts, and timing equipment.

- The Contractor shall work with the County contact set forth in Section 6 of the Agreement to ensure that any published materials prepared with financial assistance from County funds are consistent with the County’s graphics standards as set forth in more detail in paragraph 1 below.
  - Any publications produced as a result of this Project shall prominently feature the following credit: **MADE POSSIBLE IN PART BY ASSISTANCE FROM THE SNOHOMISH COUNTY HOTEL-MOTEL TAX FUND.**
  - The Contractor will project the number of overnight visits the Project will generate and, as a condition to being funded in the future, report on the results.
  - If the Project will occur within a city or cities that collect their own lodging tax, the Contractor shall approach such city or cities for funding assistance for the Project. Prior to or concurrent with its invoice to the County for this Project, the Contractor shall provide a written report to the County on the results of the Contractor’s approaches to that city or those cities. If such approaches were not made by the Contractor, the Contractor shall explain in detail in that report its reasons for not doing so. The provision of the report shall be a pre-condition for the County’s reimbursing the Contractor for services provided under this Agreement.
1. The County pursues a long-range tourism development and marketing strategy. Part of that strategy is to foster the visual integration of published tourism materials in Snohomish County. For that purpose, the County has developed a package of design guidelines which includes a logotype, a tag line and a family of colors. If any printed materials or print medium advertisements are produced as part of the Project that is the subject of this Agreement, the following requirement will apply: (i) The Contractor will coordinate design of printed materials produced under the Agreement with the County contact set forth in Section 6 of the Agreement, with the goal of applying the design guidelines to printed materials produced hereunder. (ii) The Contractor will submit the proposed design to the County’s contact for review and approval prior to printing the production run.
  2. To ensure that out-of-county visitors are attracted to the Project, the Contractor will direct more than fifty percent (50%) of any promotional materials underwritten in whole or in part by County funds at recipients outside of Snohomish County. For written materials, this goal may be accomplished by mailing written materials out of the county. At least fifty percent (50%) of any electronic advertising funded under this Agreement will be directed at audiences outside of Snohomish County.

Schedule B  
Compensation

1. The Contractor will be reimbursed by the County for services provided and/or eligible expenses incurred in executing the Project pursuant to the Agreement in an amount not to exceed the Contract Maximum.
  
2. Expenses eligible for reimbursement under the Agreement are defined as those listed in the "COUNTY" column of the Project budget below. The Contractor shall submit an invoice to the County with itemized invoices from third parties for all eligible expenditures for which the Contractor seeks reimbursement. In-kind matching volunteer services shall be valued at a rate of \$31.80 per hour or as invoiced to the Contractor by independent third parties at a commercially reasonable rate that is customary for such work. In addition, if County funds are to be used to pay in whole or in part any printed materials, print advertising or broadcast medium advertising, the Contractor will submit with the Contractor's reimbursement request for associated costs incurred: one (1) copy of printed materials; one copy of each print advertisement as printed; and one copy of the text of each broadcast medium advertisement. The Contractor will not be reimbursed for any expenses incurred by it which provide direct promotional benefit to a specific private business entity. In order to ensure timely closeout of the Project, the Contractor shall submit its invoice to the County no later than thirty (30) calendar days after completion of the services authorized by this Agreement and, in any event, no later than December 31, 2024. The Contractor's invoice shall be accompanied by a report summarizing the Project and how funds provided for the Project under this Agreement have enhanced tourism in Snohomish County. In no event shall the Contractor's invoice be paid by the County if it is submitted after December 31, 2024, or if it is not accompanied by the required report.

PROJECT BUDGET

ITEM	COUNTY	MATCH	
		CASH	IN-KIND
Event Gear	\$2,500		
Event Equipment	\$2,500		
Event Staffing			\$4,050
<b>Total</b>	<b>\$5,000</b>		<b>\$4,050</b>

Upon request of the Contractor and approval by the County Executive as provided in SCC 4.40.065(11), the Contractor may be authorized to shift funds within the items defined in the budget shown above subject to the following conditions:

1. No funds may be shifted without **prior** written authorization from the County's contact set forth in Section 6 of the Agreement. Authorization to shift funds must be sought and approved **prior** to anticipated need.
  
2. Funds shifted shall aggregate no more than twenty percent (20%) of the total allocation

amount.

3. Funds shifted shall be within the original allocation. Authorization to shift funds IS NOT authorization to exceed the original amount of the allocation. In no event shall payments by the County under the Agreement exceed the Contract Maximum.
4. Funds may only be shifted among items listed in the original budget. No new budget items or expenditure categories may be funded without an amendment to this Agreement.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

- DATE:** February 26, 2024
- SUBMITTED BY:** Calen Roberts, Police
- ITEM TYPE:** Agreement
- AGENDA SECTION:** **New Business**
- SUBJECT:** Interagency Agreement with Washington State Department of Commerce for the Law Enforcement Vehicle Pursuit Technology Grant Program
- SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the Interagency Agreement with Washington State Department of Commerce for the Law Enforcement Vehicle Pursuit Technology Grant Program
- SUMMARY:**
- The Marysville Police Department received a grant from the Washington State Department of Commerce for \$99,654. This grant was awarded through the Law Enforcement Vehicle Pursuit Technology Grant Program. The purpose of this grant is to fund the Marysville Police Department's acquisition of the StarChase system. The StarChase System will assist the department in achieving the goal of lowering the amount of vehicle pursuits while increasing the number of suspect apprehensions from fleeing vehicles.
- The StarChase system is relatively simple and consists of three components: A vehicle mounted launcher, a GPS dart, and the CoreView software. Once a vehicle is fleeing an officer, they will fire a GPS dart from the vehicle mounted launcher. If the deployment is successful, the officer will then track the fleeing vehicle on the CoreView software to coordinate suspect apprehension.
- The awarded grant money will fully fund the purchase and training of the StarChase System for the Marysville Police Department.

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**ATTACHMENTS:**  
[Grant Contract.pdf](#)



**Interagency Agreement with**

**Marysville Police Department**

**through**

**Law Enforcement Vehicle Pursuit Technology Grant Program**

**Contract Number:  
S24-34444-004**

**For**

**As a result of RFP S24-34444-001 Marysville Police Department will purchase equipment and technology that will assist local law enforcement in vehicle pursuit mitigation**

**Dated: Wednesday, January 24, 2024**



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## Face Sheet

Contract Number: S24-34444-004

**Washington State Department of Commerce  
Community Services Division  
Community Safety Unit  
Law Enforcement Vehicle Pursuit Technology Grant Program**

<b>1. Contractor</b> Marysville Police Department 501 Delta Ave Marysville, WA 98270		<b>2. Contractor Doing Business As (as applicable)</b>  	
<b>3. Contractor Representative</b> Calen Roberts Project Contact 425-551-8407 croberts@marysvillewa.gov		<b>4. COMMERCE Representative</b> Kaitlin Jones Program Manager 509-638-6454 Kaitlin.jones@commerce.wa.gov <span style="float: right;">           1011 Plum Street SE            P.O. Box 42525            Olympia, WA 98504-2525         </span>	
<b>5. Contract Amount</b> \$99,654	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> January 24, 2024	<b>8. End Date</b> June 30, 2024
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <b>ALN</b> N/A	
<b>10. Tax ID #</b> 91-6001460	<b>11. SWV #</b> SWV0000432-00	<b>12. UBI #</b> 314-000-001	<b>13. UEI #</b> KENDBGSMVPQ7
<b>14. Contract Purpose</b> As a result of RFP S24-34444-001 Marysville Police Department will purchase equipment and technology that will assist local law enforcement in vehicle pursuit mitigation.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting.			
<b>FOR CONTRACTOR</b>  _____ Jon Nehring, Mayor of Marysville  _____ Signature  _____ Date		<b>FOR COMMERCE</b>  _____ Cindy Guertin-Anderson, Assistant Director  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$99,654, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

#### **EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$99,654, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of reports submitted **and** receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contract Management System. Reports must be submitted prior to submitting invoices.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number S24-34444-004. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. It should be noted the receipts must be dated within the fiscal year (ending June 30, 2024). All purchases and receipts must be dated within the fiscal year (ending June 30, 2024).

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### **Invoices and End of Fiscal Year**

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### **5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

### **6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

### **7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

### **8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting

## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
  - C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

## **15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

## **16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

## **17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## **Attachment A: Scope of Work**

This funding will be provided solely to Marysville Police Department for the purpose of purchasing the following modern vehicle pursuit management technology:

- 10 – StarChase Guardian Vehicle Mounted Launcher Systems.
- 10 – 12 month unlimited subscription for GPS Live Tracking Projectiles and CoreView Mapping System

The technology will be used in accordance with data-sharing, management policies, and training requirements for those who have access to the vehicle pursuit technology and data.

This technology will assist local law enforcement patrol activities including, but not limited to, vehicle pursuit mitigation.

## Attachment B: Budget

The Budget for the award period of January 24, 2024 through June 30, 2024 is \$99,654.

The contractor may shift up to 10% of the total award between budget categories or functions without further approval provided that the shift will not cause a major change to the Scope of Work or shift costs between fiscal years. Please see table below.

Program Budget  
January 24, 2024 - June 30, 2024

Agency Name:	Marysville Police Department				
Program Name:	Marysville PD Pursult Technology Request				
Contract Number:	S24-34444-004				
	Amount by Fund Source				
Item	COMMERCE Funding	Other Fund Source	Other Fund Source	Other Fund Source	Total Project
<b>PERSONNEL SERVICES</b>					
Salaries (Full- & Part-Time)	\$ -	\$ -	\$ -	\$ -	\$ -
Personnel Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL - PERSONNEL SERVICES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>GOODS &amp; SERVICES</b>					
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Supplies <sup>2</sup>	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment <sup>3</sup>	\$ 87,800.00	\$ -	\$ -	\$ -	\$ 87,800.00
Consultant and Subcontracted services <sup>4</sup>	\$ -	\$ -	\$ -	\$ -	\$ -
Automobile Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Printing & Duplicating	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals - Buildings	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals - Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL - GOODS &amp; SERVICES</b>	<b>\$ 87,800.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 87,800.00</b>
Travel	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00
Other Misc. Expenses <sup>5</sup>	\$ 8,354.00	\$ -	\$ -	\$ -	\$ 8,354.00
Indirect & Administration Costs <sup>6</sup>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	<b>\$ 99,654.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 99,654.00</b>

<sup>1</sup> Identify specific funding sources included under the "Other" column(s) above:

None	\$ -
	\$ -
	\$ -
	\$ -
<b>Total</b>	<b>\$ -</b>

<sup>2</sup> Operating Supplies - Itemize below:

None	\$ -
	\$ -
	\$ -
	\$ -
<b>Total</b>	<b>\$ -</b>

<sup>3</sup> Equipment - Itemize below:

Vehicle Mounted Launcher System (10 @ \$5,990)	\$ 59,900.00
24 months subscription to CoreView Mapping and a one year supply of GPS darts (10 @ \$1395.00)	\$ 27,900.00
	\$ -
<b>Total</b>	<b>\$ 87,800.00</b>

<sup>4</sup> Consultant and Subcontracted Services - Itemize below:

One time onsite training	\$ 3,500.00
	\$ -
	\$ -
<b>Total</b>	<b>\$ 3,500.00</b>

<sup>5</sup> Other Miscellaneous Expenses - Itemize below:

Shipping	\$ -
Tax	\$ 5,546.00
Vehicle Installation (4 @ \$702.00)	\$ 2,808.00
	\$ -
<b>Total</b>	<b>\$ 8,354.00</b>

<sup>6</sup> Indirect Administration Costs - Itemize below:

	\$ -
	\$ -
	\$ -
	\$ -
<b>Total</b>	<b>\$ -</b>

## **Attachment C: Reporting**

Reports will be required on a quarterly basis. Commerce quarterly reporting is based upon the calendar year: there are two quarters within this contract: January 2024 – March 2024, and April 2024 – June 2024. The first report is due on April 20<sup>th</sup> 2024. The report must be completed prior to submitting that quarter's invoice within Secure Access Washington. The second and final report is due on July 20<sup>th</sup>, 2024.

Reports shall include:

- Status of the purchase, receipt, installation, and implementation/utilization of the equipment/technology.
- The number of all cases in which the equipment/technology was utilized.
- The outcome of all cases in which the equipment/technology was utilized.
- The number of vehicle pursuits that occurred.
- The number of vehicle pursuits in which the equipment/technology was utilized.
- The outcome of vehicle pursuits in which the equipment/technology was utilized.
- Any other statistics the agency may have that that directly relates to the equipment/technology and its outcomes.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 26, 2024

**SUBMITTED BY:** Water Operations Supervisor Kim Bryant, Public Works

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Clean Water Strategic Energy Management Funding Agreement No. 2 with Snohomish County PUD No. 1

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the Clean Water Strategic Energy Management Funding Agreement No 2.

**SUMMARY:** Snohomish County PUD No. 1 offered an opportunity for the City of Marysville's Drinking Water System to participate in a two year Clean Water Energy Coaching (CWEC) program. The program is designed to identify and implement low-cost energy savings activities that produce cost-effective energy savings. Monetary incentives for installation of a performance tracking system and verified electrical savings are available during the two one-year incentive periods.

Snohomish County PUD inadvertently let the year one contract expire on February 28, 2023 without providing the agreement to the City for year two. The program work has continued beyond the one year agreement period, and the new agreement is necessary for PUD to pay the City for the monetary incentives earned after the original agreement expired. Marysville received \$2070.68 for energy savings in year one, and is eligible for energy savings in year two as well as up to \$10,000 for eligible projects that were completed in that time frame. Two projects completed that may be eligible for up to \$5000 each are installation of an outlet meter at Getchell Reservoir and the purchase of a portable meter for use at pressure reducing stations. Marysville will not be eligible to receive year two incentives without a signed agreement encompassing the date range in which the projects were completed.

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**ATTACHMENTS:**

[Snohomish\\_PUD\\_CW2254230\\_Clean\\_Water\\_SEM\\_No.\\_2.pdf](#)

**CLEAN WATER STRATEGIC ENERGY MANAGEMENT**  
**FUNDING AGREEMENT No. 2**  
**Joint Agreement**  
**PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY**  
 and  
**CITY OF MARYSVILLE WATER**

This Strategic Energy Management (“SEM”) Funding Agreement (“Agreement”) is executed by and between Public Utility District No. 1 of Snohomish County (UTILITY) and the City of Marysville (END USER) for its facility at 80 Columbia Ave, Marysville, WA 98270. The UTILITY and END USER are also referred to herein individually as “Party” and collectively known as the “Parties.”

WHEREAS the END USER has facilities in UTILITY’s service area and purchases power from UTILITY; and

WHEREAS the UTILITY is a public utility organized under the laws of the State of Washington, and sells electric power to END USER that is acquired from Bonneville Power Administration (BPA); and

WHEREAS BPA provides funds to UTILITY to pass through to END USER as the END USER implements energy saving measures and completes related activities under the BPA SEM program at END USER’s facility; and

WHEREAS the Parties agree to enter into a one-year BPA SEM Program engagement, which emphasizes participation in SEM training sessions and implementation of low-cost energy efficiency measures.

**NOW THEREFORE, the PARTIES hereby agree to the following:**

1. This Agreement is effective upon execution and will continue until the PARTIES’ obligations have been met. If this Agreement has not been executed (signed) by END USER and returned to the UTILITY within 30 calendar days of being executed by UTILITY, the terms of this Agreement shall be null and void.
2. END USER shall designate an “Executive Sponsor” and “Energy Champion” to assume the roles and responsibilities below.

<b>Executive Sponsor</b>
a. Provide management level support of the Energy Champion, including supporting their time and communicating SEM efforts, needs, and requirements across organization
b. Establish energy savings goals, assign personnel and monetary resources, and conduct management reviews of energy performance and team activities.

Executive Sponsor: Kim Bryant	Title: Water Operations Supervisor
Email: KBryant@marysvillewa.gov	Phone: (360) 363-8163

<b>Energy Champion</b>
a. Work with the program to implement low-cost energy efficiency measures to actively reduce energy
b. Prepare for and participate in SEM workshops, coaching calls, and energy scans
c. Engage facility staff as needed to attend virtual workshops and energy scans
d. Provide supporting information to the program including energy data, audits, and other information
e. Serve as the primary contact for the SEM Providers (Energy Smart Industrial Technical Service Providers, Energy Smart Industrial Program staff)

Energy Champion: Ryan Keefe	Title: Water Operations and Maintenance Lead
Email: RKeefe@marysvillewa.gov	Phone: (360) 363-8168



3. If agreed to by END USER and UTILITY, the Energy Champion will oversee the design and installation of a Performance Tracking System (PTS), capable of measuring and tracking energy consumption and energy savings performance. The Energy Champion will track installation costs and provide the data required to complete the PTS Verification Report.
4. END USER agrees to provide BPA, its designated SEM Provider, and UTILITY with the information necessary to establish and maintain a baseline energy model (Monitoring, Targeting, and Reporting [MT&R] model). The MT&R model will define the pre-engagement baseline and measure the energy savings associated with the implementation of END USER’s SEM program. Necessary information includes electric energy consumption and plant loading data and may also include natural gas consumption and any other relevant data that would impact electrical energy use.
5. SEM Training Workshops – END USER shall assign two to four employees involved in the operation and/or maintenance of END USER’s facility to attend two SEM training workshops. Each SEM Workshop will be five to eight hours in duration.
6. SEM Site Visits – END USER shall schedule one to four (1-4) technical support site visits by SEM provider. The site visits shall occur at the END USER’s plant and are intended to provide END USERs with support to identify and implement energy efficiency Action Items. Regular remote technical support will be provided in-between site visits.
7. Action Item Implementation – END USER shall work with SEM Provider to implement energy efficiency Action Items at END USER’s site between training workshops.
8. The SEM Provider will work with END USER to compile an annual SEM Completion Report that documents energy savings achieved, changes implemented, and if applicable, implementation costs. UTILITY will subsequently report energy savings in the BPA reporting system (BEETs or its successor). Energy savings will be verified based on the latest revision of C&I SEM M&V Reference Guide document. Reported energy savings and any associated costs must be approved by BPA in order to qualify for incentives.
9. Energy savings and facility improvements are not guaranteed. In no event will UTILITY, BPA, or their representatives be liable for more than the amount of any incentives based on the energy saving calculations associated with this Agreement.
10. Funding levels and amounts are set according to BPA’s Energy Efficiency Implementation Manual and are described in attached and incorporated Table 1. UTILITY is never obligated to pay monies to END USER in an amount greater than the amount received from BPA, and END USER is not obligated to return any money already received.

**Table 1. SEM Funding Amounts and Milestones: 1-Year Program Agreement**

<b>Payment No.</b>	<b>Incentive Formula</b>	<b>Incentive Cap</b>
<b>Payment #1:</b> PTS Setup	PTS Setup Payment, for documented PTS Setup costs. END USER must verify UTILITY approval before purchase.	\$15,000.00
<b>Payment #2:</b> Year 2 Savings	\$0.025 per kWh verified SEM electrical energy savings identified in the SEM Completion Report*	\$47,929.32 (\$2,070.68 from 2-year \$50K total claimed in Year 1)
<b>Payment #3:</b> PTS Maintenance	PTS Maintenance Payment(s), for documented PTS maintenance costs. END USER must verify UTILITY approval before purchase.	\$10,000.00
<b>Overall Cap</b>	<i>\$25,000.00 Total Program Incentive Cap for Performance Tracking System (PTS) funding, and \$47,929.32 Total Program Incentive Cap for Energy Savings</i>	\$72,929.32 Overall Incentive Cap

\*SEM Completion Reports are prepared at the conclusion of each ‘SEM Performance Period.’ Performance Periods for this agreement are indicated in Table 2.

**The total incentives paid under this Agreement shall not exceed \$72,929.32**



**Table 2. 2-Year Incentive-Eligible Performance Periods**

<b>Performance Period</b>	<b>Dates</b>
SEM	<b>Year 1:</b> March 1, 2022 – February 28, 2023
	<b>Year 2:</b> March 1, 2023 – February 28, 2024

**The term of this Funding Agreement shall be from March 1, 2023 through December 31<sup>st</sup>, 2024 to allow time for Modeling, Verification, and Reporting after the Performance Period End.**

**11. CONFIDENTIALITY**

**a. CONFIDENTIALITY OBLIGATIONS**

Subject to the requirements of the Washington Public Records Act, RCW Chapter 42.56, and other applicable law and the provisions of this Agreement, the Parties agree to maintain the confidentiality of each and all of the information designated in writing as confidential by the other Party and shall not disclose such confidential information except as allowed under the provisions of this Section 10. The Parties shall take all reasonable and legally available steps to prevent the release of such confidential information to any party other than the signatories to this Agreement, and designated personnel, agents, and subcontractors of any of the Parties with a specific need to know such confidential information for the purposes permitted hereunder. Upon the expiration or termination of this Agreement for any reason, a Party shall upon request of the other Party return to the requesting Party any such confidential information which may be in its possession or control, and which has been properly designated as confidential by the requesting Party; provided, however, that the Party shall not be required to return the requested information if said information is subject to: a pending public record request; litigation involving the non-requesting Party; a court order against/involving the non-requesting Party; and/or similar circumstances.

**b. INFORMATION NOT SUBJECT TO SECTION 10**

The provisions of this Section 10 shall not be applicable to information which (i) is or becomes generally available to the public other than as a direct or indirect result of an intentional or inadvertent disclosure by the receiving Party or anyone to whom the receiving Party transmits the information, (ii) was in the possession of the receiving Party prior to its disclosure to the receiving by the disclosing Party, provided that such information is not known to the receiving Party to be subject to another confidentiality agreement with, or other obligation of secrecy to, the disclosing Party or another party, (iii) becomes available to the receiving Party from a source other than the disclosing Party, provided that such source is not known to the receiving Party to be subject to another confidentiality agreement with, or other obligation of secrecy to, the disclosing Party or another Party, or (iv) is independently developed by the receiving Party, other than in connection with this Agreement.

**c. DISCLOSURES REQUIRED BY LAW**

Nothing in this Agreement shall be construed to prohibit or limit any of the Parties to this Agreement from disclosures required or requested under applicable law, regulations, rules or procedures of any governmental authority including, without limitation, any regulatory agency or court of competent jurisdiction. Each Party shall promptly notify the other Party upon receipt of a request for disclosure of confidential information, so that such other Party may, at its own cost and expense, seek a protective order or other appropriate remedy. Under no circumstances whatsoever will a Party other than the Party which has designated the requested information as confidential have any obligation whatsoever to initiate, defend against, or otherwise participate in or in connection with any inquiry, investigation, action, claim, suit, arbitration, or proceeding relating to the release of any such confidential information.

Nothing herein shall be construed as prohibiting any Party from using confidential information in connection with (i) any claim against the other Party to this Agreement in a dispute arising under or related to this Agreement or (ii) any third party claims for which any Party is seeking indemnification from the other Party to this Agreement. No Party to this Agreement shall have any liability whatsoever to the other Party for the disclosure or copying of designated confidential information where, in the opinion of legal counsel for the disclosing Party, the disclosing Party is compelled to permit such disclosure or copying or else risk civil or criminal liability or penalty.

## **12. NO WARRANTIES AND HOLD HARMLESS:**

END USER acknowledges that no warranties, implied or expressed, are created under this Agreement; and, that END USER waives any claim, cause of action or breach of warranty claim which may arise under this Agreement. The Parties stipulate this waiver is made upon mutual assent, and is knowingly and intelligently made.

## **13. INDEMNIFICATION AND HOLD HARMLESS**

### **d. UTILITY'S INDEMNIFICATION OF END USER.**

Except as otherwise provided in this Agreement, the UTILITY shall indemnify, defend and hold harmless the END USER, its officers, officials, employees and agents, from and against all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and reasonable attorneys' fees in defense thereof, for injury, sickness, liability or death to persons or damage to property or business, caused by or arising out of negligent or intentional acts, errors or omissions of the UTILITY, its officers, officials, employees and/or agents in the performance of this Agreement; provided, that in the event of the concurrent negligence of the Parties, the UTILITY's obligations hereunder shall apply only to the percentage of fault attributable to the UTILITY, its officers, officials, employees and/or agents.

### **e. END USER'S INDEMNIFICATION OF UTILITY**

Except as otherwise provided in this Agreement, the END USER shall indemnify, defend and hold harmless the UTILITY, its officers, appointed and elected officials, employees and agents, from and against all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and reasonable attorneys' fees in defense thereof, for injury, sickness, liability or death to persons or damage to property or business, caused by or arising out of negligent or intentional acts, errors or omissions of the END USER, its officers, officials, employees and/or agents in the performance of this Agreement; provided, that in the event of the concurrent negligence of the Parties, the END USER's obligations hereunder shall apply only to the percentage of fault attributable to the END USER, its officers, officials, employees and/or agents.

### **f. WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE ACT**

The indemnification provisions of this Section are specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as with respect to 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.

### **g. NO RIGHT TO INDEMNIFICATION FOR ANY THIRD PARTY**

Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

### **h. SURVIVAL OF INDEMNIFICATION OBLIGATIONS**

The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## 14. MISCELLANEOUS

### i. INTEGRATION CLAUSE

This Agreement sets forth the entire agreement of the Parties and supersedes any and all prior agreements with respect to the subject matter or this Agreement. The rights and obligations of the Parties hereunder shall be subject to and governed by this Agreement. The headings used herein are for convenience of reference only and shall affect the meaning or interpretation of the Agreement.

### j. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement at any time for any or no reason with thirty (30) calendar days' written notice to the other Party.

### k. NON-DISCRIMINATION

- i. During the performance of this Agreement, END USER shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, political affiliation, and/or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. In addition, the parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R. 60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6; if applicable.
- ii. END USER and any subcontractors shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability, respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.

### l. NO THIRD-PARTY BENEFICIARIES

Except as expressly set forth in this Agreement, none of the provisions of this Agreement shall inure to the benefit of or be enforceable by any third party.

### m. WAIVERS

The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of the first Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

### n. SEVERABILITY

- i. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the Parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- ii. If any provision of the Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

### o. AMENDMENT

No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement signed by both Parties.

**p. DEFINITIONS**

Unless otherwise required by the text of this Agreement, all technical terms contained herein shall have the meaning ordinarily assigned to them in the electric utility industry.

**q. DRAFTING OF AGREEMENT**

Both Parties have participated in the drafting of this Agreement. As such, it is agreed by the Parties that the general contract rule of law that ambiguities in the contract language shall be construed against the drafter of a contract shall have no application to any legal proceeding, arbitration and/or action in which this Agreement and its terms and conditions are being interpreted and/or enforced.

**r. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Washington, with venue for any disputes in Snohomish County, Washington; provided that venue for any matter that is within the jurisdiction of the Federal Court shall be in the United States District Court for the Western District of Washington at Seattle, Washington. Each Party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of proceedings in such courts.

**s. COUNTERPARTS**

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

**t. AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT**

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 below.

**PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY**

**CITY OF MARYSVILLE**

BY: Clark Langstraat  
Clark Langstraat

BY: \_\_\_\_\_

TITLE: Manager, Contracts & Purchasing

TITLE: City of Marysville Mayor

DATE: 02/16/2024

DATE: \_\_\_\_\_



## Addendum 1: SEM Program Glossary

1. Energy Smart Industrial (ESI) Program Partner – The BPA contractor that administers the Energy Smart Industrial Program in collaboration with BPA.
2. Performance Tracking System (PTS) – This system, installed by the end user, tracks and communicates meter-level energy consumption of whole facilities, and/or designated electro-mechanical subsystems. The ESI Program Partner provides design guidance for the PTS and compiles a PTS Verification Report that documents the functionality and associated costs.
3. SEM Action Items – Low-cost energy saving activities identified and recommended by the SEM Provider or END USER which produce cost-effective energy savings.
4. SEM Completion Report – This report, usually prepared by the SEM Provider and/or ESI Program Partner, summarizes the SEM Program implementation activities and verified energy savings. If applicable, the report will also include records of SEM Action Item implementation costs and PTS maintenance costs.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 26, 2024

**SUBMITTED BY:** Court Administrator Suzanne Elsner, Court

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Professional Services Agreement Between City of Marysville and Bridgeways

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement between the City of Marysville and Bridgeways.

**SUMMARY:** This service agreement provides a Mental Health Court liaison from the Bridgeways agency to the Marysville Municipal Court.

**ATTACHMENTS:**  
[Bridgeways - Ratification.docx](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND BRIDGEWAYS**

**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 Bridgeways, (“Contractor”).

WHEREAS, the parties previously executed an agreement on January 1, 2021, for Mental Health Alternatives Program Court Liaison services and Supplemental Agreement No. 1 on May 16, 2022; and

WHEREAS, the parties inadvertently allowed the agreement to expire; and

WHEREAS, the parties intended to extend the agreement and have continued business in conformance with the terms of the agreement.

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

1. The Agreement dated January 1, 2021, for Mental Health Alternatives Program Court Liaison services and Supplemental Agreement No. 1 are ratified and will be in full force and effect upon execution of this agreement.
2. **TERM.** This Agreement shall terminate on midnight December 31, 2024.
3. All other terms and conditions of the agreement dated January 1, 2021, shall remain in full force and effect except as modified by this agreement.
4. **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.
5. **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 \_\_\_\_\_, 2024.

CITY OF MARYSVILLE

By \_\_\_\_\_



Jon Nehring, Mayor

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Bridgeways

By \_\_\_\_\_  
\_\_\_\_\_(Name)  
Its: \_\_\_\_\_(Title)

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Chari Taber, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney