

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

**June 18, 2007**

**City Hall**

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Committee Reports**

**Presentations**

**Discussion Items**

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

1. Approval of June 11, 2007 City Council Meeting Minutes.
2. Approval of June 18, 2007 City Council Work Session Minutes.

**Consent**

3. Approval of June 13, 2007 Claims.
4. Approval of June 20, 2007 Claims.
5. Approval of June 5, 2007 Payroll in the Amount of \$1,097,910.98; Paid by Check No. 17946 through 18033.
6. Approval of Special Events Application for Marysville Downtown Merchants Association for *Homegrown 2007* on August 10 and August 11 to include Street Closure of 3<sup>rd</sup> Street between State Avenue and Alder Avenue as well as the Alley between 3<sup>rd</sup> Street and 4<sup>th</sup> Street, as Requested by Applicant.
7. Authorize Mayor to Sign Interlocal Agreement with Snohomish Regional Drug Task Force.
8. Authorize Mayor to Sign Contract for Jail Services with Okanogan County.
9. Authorize Mayor to Sign Service Agreement with M3 Technology Group.

**Review Bids**

10. Jennings Memorial Park Sidewalk/Plaza Project.
11. SR528 (47<sup>th</sup> Avenue NE to 67<sup>th</sup> Avenue NE) Road Improvements.
12. Solid Waste Container Purchase – Year 2007.

***Work Sessions are for City Council study and orientation – Public Input will be received at the June 25, 2007 City Council meeting.***

**Public Hearings**

- 13. 6-Year Transportation Improvement Plan Update.

**Current Business**

**New Business**

- 14. Quit Claim Deed – Drainage District #5.

**Legal**

**Ordinance and Resolutions**

- 15. A Resolution of the City of Marysville Adopting a Six-Year Transportation Improvement Program (2008-2013).

**Mayor's Business**

**Staff Business**

**Call on Councilmembers**

**Information Items**

- 16. Marysville Library Board Minutes; May 10, 2007.

**Adjourn**

**Executive Session**

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

**Adjourn**

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

*Work Sessions are for City Council study and orientation – Public Input will be received at the June 25, 2007 City Council meeting.*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 25, 2007**

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

Please see attached.

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the June 5, 2007 payroll in the amount \$1,097,910.98 Check No.'s 17946 through 18033.
COUNCIL ACTION:





**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 25, 2007**

<b>AGENDA ITEM:</b> Approval of Special Event Application; Downtown Merchants - " <i>Home Grown 2007</i> "	<b>AGENDA SECTION:</b> Consent	
<b>PREPARED BY:</b> Carol Mulligan, Program Specialist	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> 1. Copy of Special Event Permit Application. 2. MMC 5.46 "Special Events".	<b>APPROVED BY:</b> <i>jh</i>	
	<b>MAYOR</b> <i>D&amp;K</i>	<b>CAO</b> <i>MS</i>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

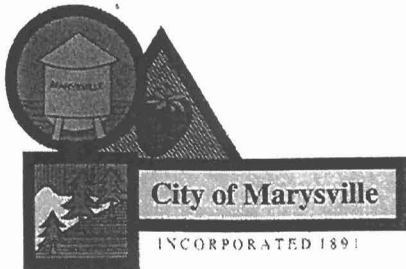
The *Marysville Downtown Merchants Association* has submitted an application to obtain a permit to conduct the "***Home Grown 2007***", a street fair and marketplace event to promote local arts, crafts, food and fun in a family-oriented environment on Friday, August 10<sup>th</sup> and Saturday, August 11, 2007. The applicant has requested the temporary street closure at the event location on 3<sup>rd</sup> Street between State Avenue and Alder Avenue, as well as the alley between 3<sup>rd</sup> Street and 4<sup>th</sup> Street in order to conduct this proposed event. City staff has reviewed all related department comments and determined that this application has been submitted in its entirety and to the satisfaction of all said departments.

**RECOMMENDED ACTION:**

City staff recommends City Council approve the application for *Marysville Downtown Merchants Association* to conduct a special event on August 10<sup>th</sup> and August 11<sup>th</sup>, 2007, including the street closure of 3<sup>rd</sup> Street between State Avenue and Alder Avenue, as well as the alley between 3<sup>rd</sup> Street and 4<sup>th</sup> Street, as requested by the applicant.

**COUNCIL ACTION:**

(Empty space for Council Action)
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**City of Marysville**  
**1049 State Avenue, Ste. 201**  
**Marysville, WA 98270**

**APPLICATION FOR SPECIAL EVENT PERMIT**  
**\$25.00 NON-REFUNDABLE APPLICATION FEE**  
*Additional Information or requirements may be requested*  
 Please allow 3 - 4 weeks for processing

NAME OF SPONSORING ORGANIZATION AND/OR INDIVIDUAL REPRESENTATIVE: Downtown Merchants

ADDRESS: 1514 - 3<sup>rd</sup> St Marysville Wa 98270 **RECEIVED**

TELEPHONE NUMBER: 360-659-2292 **MAR 13 2007**

PURPOSE OF EVENT: Home Grown 2007  
Street Fair **CITY OF MARYSVILLE COMMUNITY DEVELOPMENT**

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INSURANCE COMPANY: Whitfield Ins. Safeco  
 (Please attach a copy of Proof of Insurance naming the City of Marysville as co-insured.)

PROPOSED DATE OF EVENT: Aug 10 - Aug 11 2007

LOCATION: 3<sup>rd</sup> Street between State Ave + West Side of Alder

HOURS OF OPERATION: 6:00 AM - Fri. Aug 10<sup>th</sup> to 8:00 PM Sat Aug 11<sup>th</sup>

SCHEDULE OF EVENTS: Street Fair

ESTIMATED ATTENDANCE: \_\_\_\_\_

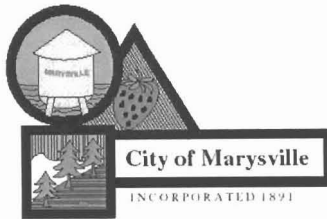
SPECIAL FACILITY REQUIREMENTS: Baracades - 3-4 Dumpsters <sup>Seniors</sup> ~~Against Crime~~

CITY ASSISTANCE REQUIRED: cc: Street Dept close alley between 3<sup>rd</sup> & 4<sup>th</sup> St to accomodate 4<sup>th</sup> St. Merchant. We have a banner to be hung prior to the event - Banner to be stored at Carris Hardware

Darlene Scott 3-13-07

**SIGNATURE OF APPLICANT** **DATE**

FOR INTERNAL USE ONLY					
DEPARTMENT	Y/N	CONDITION	DATE	INITIALS	REMARKS
City Clerk					
Fire District					
Parks & Recreation					
Planning					
Police					
Public Works					
Sanitation					
Streets					



## Chapter 5.46 SPECIAL EVENTS

### Sections:

- 5.46.010 Definitions.
- 5.46.020 Permit required.
- 5.46.030 Permit application.
- 5.46.040 Approval.
- 5.46.050 Fees.
- 5.46.060 Departmental analysis.
- 5.46.070 Insurance required.
- 5.46.080 Denial of permit.
- 5.46.090 Appeal.
- 5.46.100 Sanitation.

### **5.46.010 Definitions.**

(1) "Special events" include any event which is to be conducted on public property or on a public right-of-way; and, also, any event held on private property which would have a direct significant impact on traffic congestion; or traffic flow to and from the event over public streets or rights-of-way; or which would significantly impact the need for city-provided emergency services such as police, fire or medical aid. It is presumed that any event on private property which involves an open invitation to the public to attend or events where the attendance is by private invitation of 100 or more people are each presumed to be an event that will have a direct significant impact on the public streets, rights-of-way or emergency services. Special events might include, but not be limited to, fun runs, roadway foot races, fundraising walks, auctions, bikeathons, parades, carnivals, shows or exhibitions, filming/movie events, circuses, block parties, markets, sporting events and fairs. (Ord. 2099 § 1, 1996).

### **5.46.020 Permit required.**

(1) No person or organization shall conduct a special event that affects the customary and ordinary use of public streets, rights-of-way, sidewalks and publicly owned property, i.e., parks, without first having obtained a special event permit from the city of Marysville.

(2) A special event permit is not required for the following:

- (a) Parades, athletic events or other special events that occur exclusively on city property and are sponsored or conducted in full by the city of Marysville. An internal review process will be conducted for these events;
- (b) Funerals and weddings;
- (c) Groups required by law to be so assembled;

- (d) Gatherings of 30 or fewer people in a city park, unless merchandise or services are offered for sale or trade;
- (e) Temporary sales conducted by businesses, such as holiday sales, grand opening sales, or anniversary sales;
- (f) Garage sales and rummage sales;
- (g) Other similar events and activities which do not directly affect or use city services or property;
- (h) Annual Strawberry Festival which is governed by Chapter 5.48 MMC. (Ord. 2099 § 2, 1996).

#### **5.46.030 Permit application.**

(1) An application for a special event permit can be obtained at the office of the city clerk and will be completed and submitted to the city clerk no later than 60 days prior to the proposed event. A completed application does not constitute approval of the permit.

(2) A waiver of application deadline shall be granted upon a showing of good cause or at the discretion of the city clerk (risk manager). The city clerk shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and that the event is for the purpose of exercising the right of free speech.

(3) The following information shall be provided on the special event permit application: purpose of the special event; name, address and telephone number of the sponsoring organization and/or individual(s); proposed date of event, location and hours of operation, schedule of events, estimated attendance, special facility requirements, city assistance required, and other information as the city deems reasonably necessary to determine that the permit meets the requirements of this chapter. (Ord. 2099 § 3, 1996).

#### **5.46.040 Approval.**

Based on the type of event and the event to which city services will be required, approval of special event permit applications will be made by the following authorities:

(1) Approval by City Staff. Administrative approval for one-day events contained on a single site that could involve special parking arrangements and hiring of police officers for crowd control and traffic control. City staff shall include a representative from the police, planning, public works, parks and recreation and city clerk departments.

(2) Approval by City Council. Multiple-day events (four days maximum) or any event involving street closures or impacts to services city-wide. Events lasting more than four days shall be subject to submittal of additional information as required by city staff.

(3) The city council will be notified of all special event approvals made by the city staff.

(4) If permits and/or coordination is required from other agencies, i.e., Community Transit, Department of Transportation, etc., these must be submitted prior to the issuance of the permit. (Ord. 2099 § 4, 1996).

#### **5.46.050 Fees.**

There will be a \$25.00 nonrefundable application fee for a special event permit. (Ord. 2099 § 5, 1996).

**5.46.060 Departmental analysis.**

(1) The city clerk will send copies of special event permit applications to all pertinent city departments for review and determination of services required.

(2) The applicant is required to contract with the Marysville police department and public works department to employ police officers for security and traffic control as determined by the departmental analysis.

(3) Cost of city services, i.e., police, public works employees, etc. for special events will be estimated prior to the event. Additional costs incurred will be evaluated following the completion of the event. The city may in its discretion require a cash deposit for such costs. (Ord. 2099 § 6, 1996).

**5.46.070 Insurance required.**

The applicant is required to obtain and present evidence of comprehensive liability insurance naming the city of Marysville as an additional insured for use of streets, public rights of way and publicly owned property such as parks. The insurance requirement is a minimum of \$1,000,000 for individual incidents, \$2,000,000 aggregate, per event, against all claims arising from permits issued pursuant to this chapter. A certificate of insurance shall be required naming the city as an additional insured and indemnifying the city's, its officers, employees and agents from all causes of action, claims or liabilities occurring in connection with the permitted event. In circumstances posing an unusual risk of liability the city may, in its discretion, increase the minimum insurance requirements. (Ord. 2099 § 7, 1996).

**5.46.080 Denial of permit.**

Reasons for denial of a special event permit include, but are not limited to:

(1) The event will disrupt traffic within the city of Marysville beyond practical solution;

(2) The event will protrude into the public space open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the public;

(3) The event will interfere with access to emergency services;

(4) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents;

(5) The event will require the diversion of so many city employees that it would unreasonably affect other city services;

(6) The application contains incomplete or false information;

(7) The applicant fails to provide proof of insurance;

(8) The applicant fails to obtain a city business license and/or fails to pay the special event permit fee;

(9) The applicant does not meet current zoning requirements;

(10) The applicant fails to obtain local, county, state and federal permits as required. (Ord. 2099 § 8, 1996).

**5.46.090 Appeal.**

The applicant has the right to appeal any denial of a special events permit to the city council. (Ord. 2099 § 9, 1996).

**5.46.100 Sanitation.**

(1) A special event permit may be issued only after adequate waste disposal facilities have been identified and obtained by the applicant. The permittee is required to clean all permitted public and private properties and the right-of-way of rubbish and debris, returning it to its pre-event condition.

(a) If the permittee fails to clean up such refuse, the clean-up will be arranged by the city and the costs charged to the permittee.

(2) A special event permit may be issued only after adequate restroom and washroom facilities have been identified and arranged for or obtained by the applicant subject to the Snohomish health district's review and certification process. (Ord. 2099 § 10, 1996).



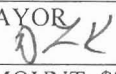

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**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 25, 2007**

AGENDA ITEM: Inter-local Agreement with Snohomish Regional Drug Task Force	AGENDA SECTION:
PREPARED BY: Commander R. Krusey	AGENDA NUMBER:
ATTACHMENTS: Inter-local Agreement	APPROVED BY: Chief Richard Smith
	MAYOR  CAO 
BUDGET CODE: <b>00103426 551000</b>	AMOUNT: \$7,391.

Marysville Police Department request council approval of the Inter-local Agreement with the Snohomish Regional Drug Task Force and authorize the Mayor to sign the agreement. The cost of the agreement is based on the City of Maryville population. The cost this year is \$7,391. This is a recurring expense.

The attached Inter-local Agreement has been approved as to form by City Attorney Grant Weed.

RECOMMENDED ACTION: Staff recommends that Maryville City Council authorize the Mayor to sign the Inter-local Agreement with Snohomish Regional Drug Task Force.
COUNCIL ACTION:

**INTERLOCAL AGREEMENT ESTABLISHING  
SNOHOMISH REGIONAL DRUG TASK FORCE**

This Interlocal Agreement is among Snohomish County, a political subdivision of the State of Washington, and the following jurisdictions (hereinafter collectively referred to as the “Participating Jurisdictions”):

City of Arlington	City of Mill Creek
City of Bothell	City of Monroe
City of Brier	City of Mountlake Terrace
City of Darrington	City of Mukilteo
City of Edmonds	City of Snohomish
City of Everett	City of Stanwood
City of Gold Bar	City of Sultan
City of Granite Falls	DSHS, Child Protective Services
City of Index	Sauk Suiattle Tribe
City of Lake Stevens	Snohomish Health District
City of Lake Forest Park	Stillaguamish Tribe
City of Lynnwood	Tulalip Tribes
City of Marysville	Washington State Patrol



**WITNESSES THAT:**

**WHEREAS**, the State of Washington Department of Community, Trade, and Economic Development (hereinafter "CTED"), has received funds from the U.S. Department of Justice under authority of the Anti-Drug Abuse Act of 1988 to provide grants to local units of government for drug law enforcement; and

**WHEREAS**, eligible applicants include cities, counties and Indian tribes; and

**WHEREAS**, RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and

**WHEREAS**, Snohomish County and CTED have entered into a Narcotics Control Grant Contract (hereinafter "Grant Contract") whereby Snohomish County shall use specified grant funds solely for a regional task force project consistent with the task force grant application submitted to CTED on or before June 1, 2007, upon which the Grant Contract is based (by this reference both the Grant Contract and the grant application are incorporated in this agreement as though set forth fully herein); and

**WHEREAS**, the Participating Jurisdictions recognize the above-mentioned Grant Contract between CTED and Snohomish County; and

**WHEREAS**, the Participating Jurisdictions desire to participate as members of the multi-jurisdictional task force with Snohomish County administering task force project grants on their behalf; and

**WHEREAS**, the Participating Jurisdictions desire to enter into an agreement with Snohomish County to enable Snohomish County to continue to be the receiver of any grant funds related to the task force project; and

**WHEREAS**, each of the Participating Jurisdictions represented herein is authorized to perform each service contemplated for it herein;

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

**1.0 TASK FORCE CONTINUATION, TERM, AND PURPOSE**

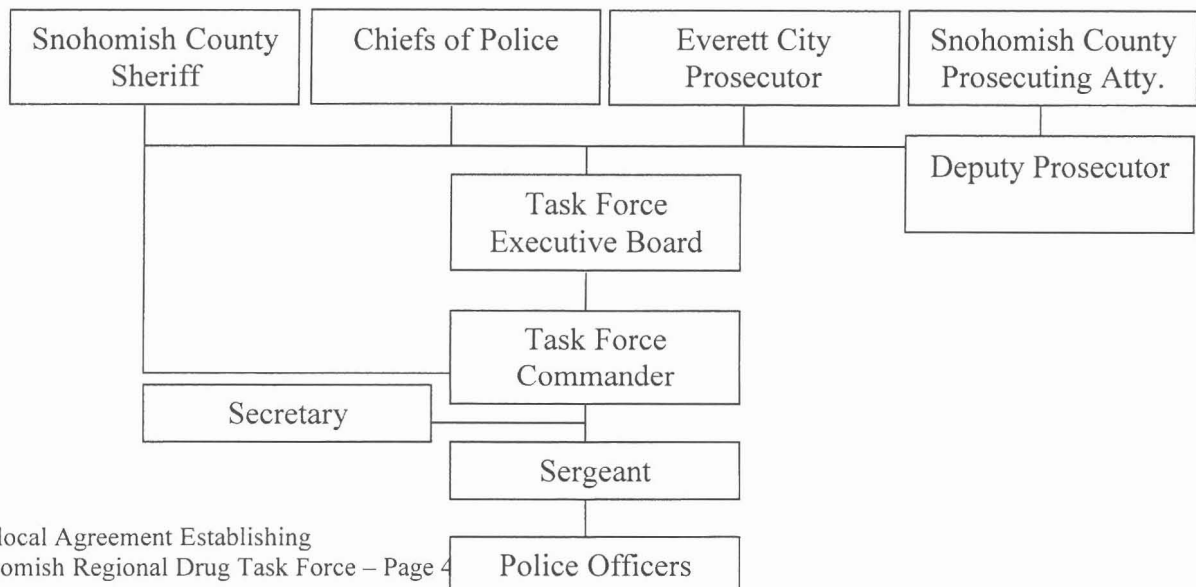
- 1.1 The countywide multi-jurisdictional task force, composed of law enforcement, prosecutor, and support personnel, known as the Snohomish Regional Drug Task Force (hereinafter "Task Force") was created pursuant to the Interlocal Agreement Among Participating Jurisdictions dated January 18, 1988. The Task Force has operated on a continuous basis since that time under a series of interlocal agreements, the most recent effective from July 1, 2006, through June 30, 2007. This agreement shall serve to continue the operation of the Task Force.
- 1.2 The effective date of this agreement shall be from July 1, 2007, through June 30, 2008, unless earlier terminated or modified as provided in this agreement.
- 1.3 The purpose of the Task Force shall be to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture.
- 1.4 The Task Force agrees to perform the statement of work indicated in the Task Force Abstract set forth in the application for funding between CTED and Snohomish County. Therefore each participating jurisdiction adopts the following Task Force goals:
  - Continue to attack the demand and supply sides of narcotics trafficking.
  - Continue enforcement efforts directed toward mid and upper level dealers.

- Continue to assist smaller agencies within Snohomish County with narcotics enforcement within their towns and cities.
  - Continue to provide narcotics enforcement training to smaller jurisdictions throughout Snohomish County.
- 1.5 The Task Force shall continue to follow a management system for the shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in this agreement.
- 1.6 The Task Force shall continue to implement operations, including:
- a. Development of intelligence
  - b. Target identification
  - c. Investigation
  - d. Arrest of Suspects
  - e. Successful prosecution of offenders, and
  - f. Asset forfeiture/disposition
- 1.7 The Task Force shall evaluate and report on Task Force performance to CTED as required in the Grant Contract.

**2.0 ORGANIZATION**

2.1 The Task Force shall be organized as shown below:

**TASK FORCE ORGANIZATION CHART**



- 2.2 The Task Force Executive Board shall be comprised of the Snohomish County Prosecuting Attorney, the Snohomish County Sheriff, the Everett Police Chief, the Everett City Prosecutor, and one (1) chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same rights as the appointing member. Any action taken by the Task Force Executive Board under this agreement shall be based on a majority vote.
- 2.3 All law enforcement personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes and, if not a regular SCSO deputy, will hold a special commission for that purpose.
- 2.4 Exhibit "A", incorporated herein by this reference, sets forth the personnel and related equipment and supplies currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel and related equipment and supplies now or later assigned to the Task Force.

### **3.0 FINANCING**

- 3.1 Exhibit “B” sets forth the Task Force operating budget and is incorporated herein by reference. Participating Jurisdictions in the aggregate agree to provide funds that will allow for at least a one-third match of the funds awarded under the Grant Contract.
- 3.2 Exhibit “C” sets forth the Local Match breakdown for the period from July 1, 2007, to June 30, 2008, and is incorporated herein by reference. Although State and/or Federal Grant funds may vary from the amount initially requested, each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit “C”, and to pay its funding share to Snohomish County as administrator of Task Force funds promptly upon request.
- 3.3 As required by the Grant Contract, each Participating Jurisdiction agrees the funding it contributes shall be provided in addition to that currently appropriated to narcotics enforcement activities and that no Task Force activity will supplant or replace any existing narcotic enforcement activities.
- 3.4 Except as modified by section 5.3 below, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in a designated special account for the purpose of supporting Task Force operations, and all real or personal property of the Task Force will be held in Snohomish County’s name for the benefit of the Task Force.
- 3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to the percentage of their most recent financial participation as indicated in Exhibit “C”.

#### **4.0 GENERAL ADMINISTRATION**

- 4.1 Snohomish County agrees to provide CTED with the necessary documentation to receive grant funds.
- 4.2 By executing this agreement, each Participating Jurisdiction agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract.
- 4.3 All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this agreement must first be approved on motion of the Task Force Executive Board. By executing this agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and resources available to the Task Force, Snohomish County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 10.0 of this agreement.
- 4.4 Any dispute arising under this agreement will be forwarded to the Task Force Executive Board for arbitration. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability

governed by the hold harmless provision in section 10.0 of this agreement.

## **5.0 ASSET FORFEITURE**

- 5.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by officers assigned to the Task Force during the pendency of this agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County on behalf of the Task Force and its Participating Jurisdictions.
- 5.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this agreement in compliance with law and Task Force Procedures.
- 5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4. As long as the personnel, equipment, and related supply assignments stated in Exhibit "A" remain unchanged, distributions to Snohomish County and the City of Everett under this subparagraph shall be 40 percent each of the net monetary proceeds remaining after distributions under this subparagraph to Participating Jurisdictions other than Snohomish County and the City of Everett. If assignments change

from those stated in Exhibit “A”, the Task Force Executive Board may modify the relative percentage allocations to Snohomish County and the City of Everett on a case-by-case or permanent basis. For purposes of this subparagraph, the term “net monetary proceeds” means cash proceeds realized from property forfeited during the term of this agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale in the case of sold property (including reasonable fees or commissions paid to independent selling agencies), amounts paid to satisfy a landlord’s claim for damages, and the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

- 5.4 Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.
- 5.5 Upon termination of the Task Force, the Task Force Executive Board shall dispose of the Task Force’s interest in assets seized or forfeited as a result of this agreement in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with sections 5.3 and 3.5.

## **6.0 ACQUISITION AND USE OF EQUIPMENT**

- 6.1 In the event that any equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that



equipment only for specified law enforcement purposes for the term of the grant.

6.2 Upon termination of the Task force, any equipment provided by Participating Jurisdictions will be returned to those respective jurisdictions.

6.3 Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with section 3.5.

## **7.0 MODIFICATION**

7.1 Participating Jurisdictions hereto reserve the right to amend this agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing jurisdictions with the same formality as this agreement.

## **8.0 NONDISCRIMINATION PROVISION**

8.1 There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

## **9.0 TERMINATION OF AGREEMENT**

9.1 Notwithstanding any provisions of this agreement, any party may withdraw from the agreement as it pertains to them by providing written notice of such withdrawal to all other parties, specifying the effective

date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any equipment it has loaned or donated to the Task Force, and shall be entitled to distributions under section 5.3 of this agreement with respect to asset forfeitures initiated before the effective date of withdrawal.

- 9.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement, or may reduce its scope of work and budget.

## **10.0 HOLD HARMLESS**

- 10.1 Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

- 10.2 The Tulalip Tribes waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment

from the Tulalip Tribes shall look first to the proceeds of any insurance procured by the Tribes for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by a party to this Agreement and the Tribes, the Tribes hereby waives any claim of immunity or exemption for any assets it holds up to the amount necessary to discharge the obligation and the costs of collection.

10.3 The Sauk Suiattle Tribe waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Sauk Suiattle Tribe shall look first to the proceeds of any insurance procured by the Tribe for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by a party to this Agreement and the Tribe, the Tribe hereby waives any claim of immunity or exemption for any assets it holds up to the amount necessary to discharge the obligation and the costs of collection.

10.4 The Stillaguamish Tribe waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Stillaguamish Tribe shall look first to the proceeds of any insurance procured by the Tribe for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by a party to this Agreement and the Tribe, the Tribe hereby waives any claim of immunity or exemption for any assets it holds up to the amount necessary to discharge the obligation and the costs of collection.

## **11.0 GOVERNING LAW AND VENUE**

11.1 This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this agreement shall be in the Superior Court of Snohomish County, Washington.

## **12.0 INTEGRATION**

12.1 With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements pursuant to section 5.3 hereof, this agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

## **13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS**

13.1 This agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this agreement, the agreement, once recorded as specified in section 15.0, shall be effective as between the parties that have executed the agreement to the same extent as if no other parties had been named.

## **14.0 SEVERABILITY**

14.1 If any part of this agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

**15.0 RECORDING**

15.1 This interlocal agreement will be recorded in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this agreement.

**SNOHOMISH COUNTY, approved at  
the direction of the County Council.**

\_\_\_\_\_  
Aaron Reardon  
County Executive

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

ATTEST:

\_\_\_\_\_

APPROVAL RECOMMENDED:

\_\_\_\_\_  
Robert R. Bart, Sheriff  
Date: \_\_\_\_\_

Approved as to form only:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

MARA S. POZZANO

**ATTEST:**

**APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:**

\_\_\_\_\_  
Title \_\_\_\_\_

Dated \_\_\_\_\_  
Jurisdiction of Marysville

**ATTEST:**

\_\_\_\_\_  
Jurisdiction Clerk

Dated \_\_\_\_\_

**APPROVED AS TO FORM:**

Grant K Weed  
Jurisdiction Attorney

Dated 6-7-07

**ORIGINAL  
(if printed in blue)**

## EXHIBIT A

### Snohomish Regional Drug Task Force

Personnel and Basic Equipment Assigned by Jurisdiction  
July 1, 2007 through June 30, 2008

#### EVERETT POLICE DEPARTMENT

1 Lieutenant	Nextel phone	Pager	Everett PD
1 Sergeant	Nextel/Blackberry		Everett PD
1 Detective	Nextel/Blackberry	Pager	Everett PD
1 Detective	Nextel/Blackberry	Pager	Everett PD
1 Detective	Nextel/Blackberry	Pager	Everett PD
1 Detective	Nextel phone	Pager	Everett PD
1 Detective	Nextel/Blackberry	Pager	Everett PD
1 Detective	Nextel phone	Pager	Everett PD
1 Support Personnel	Nextel phone		Everett PD

#### FUNDING

#### ARLINGTON POLICE DEPARTMENT

1 Detective	Nextel/Blackberry		Justice Assistance Grant
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#### FUNDING

#### MARYSVILLE POLICE DEPARTMENT

1 Detective	Nextel/Blackberry	Pager	Marysville PD
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#### FUNDING

#### BOTHELL POLICE DEPARTMENT

1 Detective	Nextel/Blackberry		Bothell PD
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#### FUNDING

#### SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander	Nextel phone		Justice Assistance Grant
1 Lieutenant	Nextel phone	Pager	Snohomish County Sheriff
1 Sergeant	Nextel phone	Pager	Snohomish County Sheriff
1 Detective	Blackberry		Snohomish County Sheriff
1 Detective	Blackberry		Snohomish County Sheriff
1 Detective	Nextel phone	Pager	Snohomish County Sheriff
1 Detective	Nextel/Blackberry	Pager	Snohomish County Sheriff
1 Detective	Nextel/Blackberry	Pager	Snohomish County Sheriff
1 Detective	Nextel/Blackberry	Pager	Snohomish County Sheriff
1 Detective	Nextel/Blackberry	Pager	Snohomish County Sheriff
1 Detective	Nextel/Blackberry		Snohomish County Sheriff
1 Detective	Nextel/Blackberry		Snohomish County Sheriff
1 Support Staff	Nextel phone		Justice Assistance Grant
1 Support Staff	Nextel phone		Snohomish County Sheriff

#### FUNDING

#### SNOHOMISH COUNTY PROSECUTOR'S OFFICE

1 Deputy Prosecutor	Nextel/Blackberry		Justice Assistance Grant
1 Deputy Prosecutor	Blackberry		Snohomish County Prosecutor
1 Support Staff	Nextel phone		Snohomish County Sheriff
1 Deputy Prosecutor	Nextel phone		Snohomish County Prosecutor

#### FUNDING

STATE OF WASHINGTON

1 Detective                      Nextel/Blackberry  
1 Case Worker                      Nextel/Blackberry

FUNDING

Washington State Patrol  
DSHS, Child Protective Services

SNOHOMISH HEALTH DISTRICT

1 Local Health Officer                      Nextel phone

FUNDING

Snohomish Health District

WASHINGTON NATIONAL GUARD

1 Intelligence Analyst                      Nextel phone

FUNDING

Washington National Guard

BUREAU OF ALCOHOL TOBACCO AND FIREARMS

1 Agent    pager

FUNDING

ATF

DRUG ENFORCEMENT AGENCY

1 Agent    Nextel/Blackberry                      pager

FUNDING

Drug Enforcement Agency

IMMIGRATION AND CUSTOMS ENFORCEMENT

1 Agent    Nextel/Blackberry                      pager  
0.5 Agent

FUNDING

Immigration And Customs Enforcement  
Immigration And Customs Enforcement



## EXHIBIT B

### Snohomish Regional Drug Task Force

Estimated Operating Budget for July 1, 2007 through June 30, 2008

	<u>FEDERAL FUNDS</u>	<u>LOCAL MATCH</u>	<u>TOTALS</u>
Salaries	109,518	153,876	263,394
Benefits	27,733	38,965	66,698
Contracted Services	75,247	105,725	180,972
Goods and Services	2,079	2,921	5,000
Travel	0	0	0
Training	2,079	2,921	5,000
Equipment	0	0	0
Confidential Funds	0	0	0
TOTALS	\$16,656	\$304,408 *	\$ 521,064

\*\$154,721 from Local Matching Funds; \$149,687 from Forfeited Assets Fund

## EXHIBIT C

### Snohomish Regional Drug Task Force


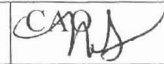
Local Match Breakdowns for July 1, 2007 through June 30, 2008

<u>JURISDICTION</u>	<u>POPULATION</u>	<u>PERCENTAGE</u>		<u>AMOUNT</u>
Arlington	15430	2.30%	\$	3,547.00
Bothell	15090	2.25%	\$	3,469.00
Brier	6480	0.96%	\$	1,490.00
Darrington	1465	0.22%	\$	337.00
Edmonds	40360	6.01%	\$	9,279.00
Everett	101100	15.05%	\$	23,243.00
GoldBar	2125	0.32%	\$	489.00
GraniteFalls	3095	0.46%	\$	712.00
Index	155	0.02%	\$	36.00
LakeStevens	12000	1.44%	\$	2,219.00
LakeForestPark	0	0	\$	0
Lynnwood	35230	5.24%	\$	8,099.00
Marysville	32150	4.79%	\$	7,391.00
MillCreek	17460	2.60%	\$	4,014.00
Monroe	16170	2.41%	\$	3,717.00
MountlakeTerrace	20390	3.04%	\$	4,688.00
Mukilteo	19620	2.92%	\$	4,511.00
Snohomish	8920	1.33%	\$	2,051.00
SnohomishCounty	316365	47.09%	\$	72,729.00
Stanwood	4940	0.74%	\$	1,136.00
Sultan	4440	0.66%	\$	1,021.00
DSHS,CPS		0.00000	\$	0
SaukSuiattleTribe		0.00000	\$	0
SnohomishHealthDistrict		0.00000	\$	0
StillaguamishTribe		0.00000	\$	0
TulalipTribes		0.00000	\$	0
WashingtonStatePatrol		0.00000	\$	0
PARTICIPATING JURISDICTIONS' TOTALS:			\$	154,721

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 25, 2007**

AGENDA ITEM: Jail Services Contract with Okanogan County	AGENDA SECTION:
PREPARED BY: Ralph Krusey, Administrative Services Commander	AGENDA NUMBER:
ATTACHMENTS: Okanogan County Jail Services Contract	APPROVED BY:
	MAYOR  
BUDGET CODE:	AMOUNT:

Marysville Police Department requests Council approval of a Jail Services contract with Okanogan County Jail to house sentenced prisoners with sentences over thirty days.

Okanogan County Jail provides transportation from Marysville Jail to Okanogan County Jail. Prisoners are released in Okanogan and provided with a bus ticket back to Everett.

Housing fees are \$44 a day per prisoner. Medical expenses are not included in the housing fee.

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form. The Director for Okanogan County Jail has been informed of the terms of the contract.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the Okanogan contract for jail services.
COUNCIL ACTION:

AFTER RECORDING RETURN TO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREEMENT BETWEEN OKANOGAN COUNTY,  
WASHINGTON AND THE CITY OF MARYSVILLE,  
WASHINGTON, FOR THE HOUSING OF INMATES IN  
THE OKANOGAN COUNTY JAIL**

THIS AGREEMENT is made and entered into on this day of \_\_\_\_\_ 2007 by and between the City of Marysville, hereinafter referred to as "The City", and the Board of County Commissioners of Okanogan County, Washington, hereinafter referred to as "Okanogan County", each party having been duly organized and now existing under the laws of the State of Washington.

**WITNESSETH:**

WHEREAS, Okanogan County is authorized by law to operate a jail and the City of \_\_\_\_\_ is authorized by law to operate a jail; and

WHEREAS, the City wishes to designate the Okanogan County jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the City's custody; and

WHEREAS, the Director of the Corrections Facility of Okanogan County is desirous of accepting and keeping in his/her custody such inmate(s) in the Okanogan County jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any county to contract with any city to perform any governmental service, activity or undertaking which each contracting jurisdiction is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to inmate confinement pursuant to this Agreement.

Section 2. DURATION

This Agreement shall remain full force and effect from the effective date hereto until December 31, 2008, subject to earlier termination as provided by Section 3 herein. This Agreement may be renewed for like successive periods by written addendum under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to make it necessary for the City to have inmates housed in Okanogan County continuously.

Section 3. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, the City agrees to remove its inmate(s) from the Okanogan County jail.

(b) By the City due to lack of funding. The obligation of the City to pay Okanogan County under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting, and availability of sufficient funds by and from the City of Marysville. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then the City shall have the option of terminating the Agreement upon written notice to Okanogan County, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to the City.

(c) Compensation Due for Services Rendered. In the event of termination of this Agreement for any reason, the City shall compensate Okanogan County in the same manner, and at the same rates as if this Agreement had not been terminated, should any City inmates remain housed by Okanogan County after notice of such termination.

Section 4. MAILING ADDRESSES

(a) All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the attention of the following people, except as set forth in (b) below:

Okanogan County:  
Okanogan County Corrections  
Street 149 4<sup>th</sup> Ave N  
City Okanogan, WA 98840  
Contact Person: Noah Stewart

City of Marysville:  
Chief of Police  
1635 Grove Street  
Marysville, WA 98270

(b) Contact Person: Notification related to the Medical, Removal, Escape, or Death clauses herein shall be given by facsimile with a follow up telephone call to:

The Marysville Chief of Police shall serve as Marysville's administrator or responsible official for this Agreement. PHONE NUMBER CONTACT (360) 363- 651-5080.

Section 5. COMPENSATION

(a) Rates. Except as provided in subsection (b), Okanogan County agrees to perform at no transport cost to the City, between the Okanogan County Corrections Facility and the Marysville City Jail or such other location as designated by the City in order to transport inmates to and from the City, and to house the City inmates for compensation per day per inmate, at the rate of forty-four dollars (\$44.00) per day.

(b) Billing and payment. Okanogan County agrees to provide the City with an itemized bill listing all names of inmates who are housed, the case or citation number, the number of days housed including the date and time booked into Okanogan County's jail and the date and time released from Okanogan County's jail, and the dollar amount due for each. Okanogan County agrees to provide said bill on or about the 10th of each month. The City agrees to make payment to Okanogan County on or about thirty (30) days from the date the bill is received.

Section 6. RIGHT OF INSPECTION

The City shall have the right to inspect but not the duty of, at all reasonable times, all Okanogan County jails in which inmates of the City are confined in order to determine if such jail maintains standards of confinement acceptable to the City and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin. Okanogan County shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

Section 7. INMATE ACCOUNTS

Okanogan County shall establish and maintain an account for each inmate received from the City and shall credit to such account all money which is received and shall make disbursements, debiting such account in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Okanogan County shall be accountable to the City for such inmate funds. At either the termination of this Agreement, the inmate's death, release from incarceration or return to either the City or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of the City. If requested by the City, Okanogan County Corrections will return said inmate reimbursement to the City in the form of a check in the name of each inmate eligible for said reimbursement.

Section 8.      RESPONSIBILITY FOR INMATE'S CUSTODY

(a)      It shall be the responsibility of Okanogan County to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with their individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Okanogan County, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement.

(b)      Except as provided in Section 12, it is expressly understood that Okanogan County shall not be authorized to transfer custody of any inmate confined pursuant to this Agreement to any party other than the City, or to release any inmate from custody without written authorization from the committing court.

Section 9.      MEDICAL SERVICES

(a)      Inmates from the City shall receive such medical, psychiatric and dental treatment as may be necessary to safeguard their health while housed in the Okanogan County jail. Okanogan County shall provide or arrange for the providing of such medical, psychiatric, and dental services., the City shall pay directly or reimburse Okanogan County for all costs associated with the delivery of medical services, or any emergency and/or major medical service, provided to the City inmates.

(b)      Okanogan County shall keep an adequate record of all such services. The City will be able to review at its request any medical or dental services of major consequence, in accordance with applicable law, including but not limited to HIPPA. Okanogan County will report to the City any medical or dental services of a major consequence as soon as is practical.

(c)      Should medical or dental services require hospitalization, the City agrees to compensate Okanogan County dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, the City will be notified either by

phone or fax prior to the inmate's transfer to a hospital and nothing herein shall preclude the City from retaking the ill or injured inmates.

Section 10. DISCIPLINE

Okanogan County shall have physical control over and power to execute disciplinary authority over all inmates of the City. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by state or federal law or the imposition of a type of discipline that would not be imposed on an inmate who is not confined pursuant to this contract.

Section 11. RECORDS AND REPORTS

(a) Before or at the time of delivery of each inmate, the City shall forward to Okanogan County a copy of all inmate records pertaining to the inmate's present incarceration at the Marysville or Snohomish County Jail. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

(b) Okanogan County shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Okanogan County, the City shall, upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmate's incarceration.

Section 12. REMOVAL FROM THE JAIL

Except for eligible inmates for correctional work details and under the direct supervision of a corrections officer, an inmate of the City legally confined in Okanogan County shall not be removed therefrom by any person without written authorization from the City or by order of any court having jurisdiction. Okanogan County agrees that no early releases or alternatives to incarceration, including furloughs, passes, home detention, or Work Release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of Okanogan County. In the event of any such emergency removal, Okanogan County shall inform the City of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

Section 13. ESCAPES

In the event any City inmate shall escape from Okanogan County's custody, Okanogan County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the City. Okanogan County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Okanogan County; however, Okanogan County



shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other counties.

Section 14. DEATH OF AN INMATE

(a) In the event of the death of a City inmate, the Okanogan County coroner shall be notified. The City shall receive copies of any records made at or in connection with such notification. Okanogan County will investigate any death within its facility and will allow the City to join in on the investigation.

(b) Okanogan County shall immediately notify the City of the death of a City inmate, furnish information as requested and, subject to the authority of the Okanogan County coroner, follow the instructions of the City with regard to the disposition of the body. Written notice shall be provided within three-week calendar days of receipt by the City of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by the City. With the City's consent, Okanogan County may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by the City. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) The City shall receive a certified copy of the death certificate for any of its inmates who have died while in Okanogan County custody.

Section 15. RETAKING OF INMATES

In the event the confinement of any City inmate is terminated for any reason by either party, retaking of inmates shall be coordinated in the same manner and at the same rates as if this Agreement had not been terminated, or in a manner as agreed in writing by the parties.

Section 16. HOLD HARMLESS AND INDEMNIFICATION

(a) The City shall defend, indemnify and hold harmless Okanogan County, its officers, agents and employees from any claim, cost, judgment or damages, including attorneys' fees, arising from any City action or proceeding involving the confinement of any inmates from the City in Okanogan County: provided that this subsection shall not apply to any such claim, cost, judgment or damage that arises out of or in any way results from any allegations of any intentional, willful or negligent act or omission on the part of Okanogan County or any officer, agent or employee thereof.

(b) Okanogan County shall defend, indemnify and hold harmless the City, its officers, agents and employees from any claim, cost, judgments or damages, including attorneys' fees, including third party claims, arising out of any action or omission of Okanogan County, its officers, agents, independent contractors, or employees while City inmates are in the custody of Okanogan County, or for any wrongful release of inmates placed in their custody, or for any

claim by its employees, agents or independent contractors that may be asserted against the City in performing this Agreement.

(c) An inmate shall become the responsibility of Okanogan County at the point that the inmate(s) is booked into Okanogan County jail or when the inmate(s) has been released to the care, custody and control of Okanogan County, including without limitation the point at which Okanogan County, or its agents, picks up inmates or transports inmates as in Section 5, whichever occurs first. Okanogan County shall hold the City harmless under the terms of this section for all claims arising out of the detention of the inmate(s). Accordingly, Okanogan County shall be held harmless by the City under the terms of this Agreement, for claims arising out of the arrest of the inmate(s), or arising out of any situation occurring prior to the time that Okanogan County assumes responsibility for the inmate(s).

Section 17. INSURANCE

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent self insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement.

(b) Each party shall obtain and maintain coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage for those events that occur during the term of the policy, despite when the claim is made. For the purpose of this paragraph, membership in a self insurance risk pool that provides coverage with limits that are no less than the policy, and limits identified above shall satisfy the requirements of this.

Section 18. RIGHT TO REFUSE INMATE(S)

(a) Okanogan County shall have the right to refuse to accept any inmate from the City when, in the opinion of Okanogan County, its inmate census is at capacity or so near capacity that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Okanogan County shall further have the right to refuse to accept any inmate from the City who, in the judgment of Okanogan County, has a current illness or injury which may adversely affect the operations of the Okanogan County jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property.

(c) Except as provided in Section 5 (a) and (b), Okanogan County shall further have the right to refuse to keep any inmate from the City as provided in Section 18 of subsection (b).

Section 19. MISCELLANEOUS

In providing services under this contract, Okanogan County is an independent contractor and neither it nor its officers, agents or employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this contract give rise to any claim of career service or civil service rights, which may accrue, to an employee of the City under any applicable law, rule or regulation.

Section 20. FINANCING

There shall be no financing of any joint or cooperative undertaking pursuant to this Interlocal Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

Section 21. PROPERTY

This Interlocal Agreement does not provide for the acquisition, holding or disposal of real or personal property.

Section 22. JOINT ADMINISTRATIVE BOARD

No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Interlocal Agreement shall be administered by the City Administrator for the City of \_\_\_\_\_, or his/her designee, and the Chairman of the Okanogan County Board of Commissioners, or his/her designee.

Section 23. NO THIRD-PARTY RIGHTS.

Except as expressly provided herein, nothing in this agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

Section 24. SEVERABILITY.

If any portion of this Agreement is changed per mutual agreement, or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

Section 25. INTEGRATION – ENTIRE AGREEMENT.

This written Agreement constitutes the complete and final agreement between the parties.

Section 26. APPROVAL AND FILING.

Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County and Okanogan County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the above and foregoing Agreement as been executed in duplicate by the parties hereto and made effective on the day and year first above written:

DATED at Okanogan, Washington this \_\_\_\_ day of \_\_\_\_\_ 2007.

CITY OF Marysville

BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON

By: \_\_\_\_\_  
Dennis Kendall, Mayor

\_\_\_\_\_  
Mary Lou Peterson, Member

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Andrew Lampe, Member

By: \_\_\_\_\_  
Lillie Lien, Deputy Clerk

\_\_\_\_\_  
Don Hover, Chairman

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Grant K. Weed, City Attorney

\_\_\_\_\_  
Brenda J. Crowell, Clerk of the Board

OKANOGAN COUNTY SHERIFF

APPROVED AS TO FORM:

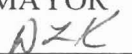

By: \_\_\_\_\_  
Frank Rogers, Sheriff

\_\_\_\_\_  
Steve Bozarth, Civil Deputy

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 25th, 2007**

<b>AGENDA ITEM:</b> Authorizing the Mayor to sign Service Agreement with M3 Technology Group	<b>AGENDA SECTION:</b> Consent	
<b>PREPARED BY:</b> Worth Norton, Information Services Manager	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS</b> 1. Professional Services Agreement 2. Exhibit A: M3 Technology Group Statement of Work	<b>APPROVED BY:</b>	
	<b>MAYOR</b> 	<b>CAO</b> 
<b>BUDGET CODE:</b> 50300090 549000	<b>AMOUNT:</b> \$12,750.00	

As we knew prior to the migration from GroupWise to Outlook/Exchange... Microsoft does not offer any software for the migration of the old GroupWise email, contacts and calendars to the new system. In order to move the old data to the new system, we are required to purchase third party software. The only company that currently makes software that is compatible with both of the versions of servers we are using is Quest.

Due to the Information Services department being short staffed for the first five months of the year and the complexity, risk and liability involved, it has been determined that the best course of action is to have Quest Software's consultants manage their software during the migration. City staff will still be handling the Microsoft Exchange Server installation and the workstation migrations.

Of the additional cost of the migration, part will be covered by the existing migration expenses approved by Council, part by the Fire Department, and the balance will come from the Information Services budget. We have spoken with Darryl Neuhoff and the Fire Department is willing to pay for their portion of this cost... therefore the City will be responsible for approximately \$ 12,750.00 of the total (\$18,750.00). Broken down... this works out to approximately \$59.00 per email account.

<b>RECOMMENDED ACTION:</b> City staff recommends that the City Council authorizes the Mayor to sign the attached Professional Services Agreement and Statement of Work from M3 Technology Group.
<b>COUNCIL ACTION:</b>

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND M3 TECHNOLOGY GROUP  
FOR INFORMATION SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and M3 Technology Group, a LLC, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

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

**ARTICLE I. PURPOSE**

The purpose of this agreement is to provide the City with information consulting services as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

**ARTICLE II. SCOPE OF WORK**

The scope of work is set out in the attached Statement of Work for City of Marysville Consulting Services GroupWise 6.5 to Exchange 2007 Migration for the GroupWise Migration Project, hereinafter referred to as the "scope of services," **Exhibit A**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless

noted otherwise in the scope of services or this agreement.

### **ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

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

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

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

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

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

**III.3 TIME OF PERFORMANCE.** The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work within 45 days, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this



agreement.

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

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

III.6 **INDEMNITY.**

a. The Consultant will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Consultant in performance of Consultant's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Consultant or other person and all property owned or claimed by the City, the Consultant, or affiliate of the Consultant, or any other person.

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

c. The provisions of this section shall survive the expiration or termination of this agreement.



III.7        **INSURANCE.**

a.    **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

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

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

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

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

b.    **Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

d.    **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current.

III.8        **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or

other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

III.10 **AFFIRMATIVE ACTION.** Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

III.11 **LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

III.12 **INDEPENDENT CONTRACTOR.** The Consultant's relation to the City shall at all times be as an independent contractor.

III.13 **CONFLICTS OF INTEREST.** While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

III.14 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

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

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed \$18,750.00. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

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

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

#### **ARTICLE V. GENERAL**

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

CITY OF MARYSVILLE  
C/O Worth Norton  
1049 State Avenue  
MARYSVILLE, WA 98270

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

M3 TECHNOLOGY GROUP  
C/O  
6101 Carnegie Blvd. Suite 350  
Charlotte, NC 28209

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

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

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

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

V.4 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

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

CITY OF MARYSVILLE

By \_\_\_\_\_

\_\_\_\_\_, CONSULTANT

By \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
GRANT K. WEED, City Attorney



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**Statement of Work**  
**For**  
**City of Marysville**  
**Consulting Services**  
**Groupwise 6.5 to Exchange 2007**  
**Migration**

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Creation Date: March 30, 2007  
Version: 1.0

## DESCRIPTION OF SERVICES

### Overview

Currently, the City of Marysville is considering a Groupwise to Exchange 2007 migration of 320 users on one GW6.5 Post Office server with approximately 19 Gig of data on the current system. In addition, 2 AD forests will exist which will be utilized by the City of Marysville and the City of Marysville Fire Department. The Fire Department currently has approximately 100 accounts on the GW 6.5 server and will continue to receive mail using the City of Marysville as the Exchange resource forest after the migration.

### Description of Services

- This Statement of Work describes a time and materials engagement.
- M3TG will provide 1 Senior Groupwise Consultant at the hourly rate of \$150 per hour.
- M3TG will bill the City of Marysville for actual hours worked.
- The **estimated** level of effort for this engagement is 120 hours. This is an estimate only and may exceed 120 hours based on the level of complexity and time to complete.
- Reasonable and customary travel expenses (air/ground transport, hotel, meals, and incidentals) will be billed to the City of Marysville at M3TG cost.
- Payment terms for this engagement will be net 30 days.

## Terms of Agreement

The following terms of agreement shall govern this statement of work. City of Marysville will appoint a project sponsor for the duration of this engagement. The City of Marysville project sponsor will provide daily assignment and direction, access to required equipment, timely access to facilities, systems, information, documentation and personnel necessary to support the successful outcome of this effort.

The engagement will begin in a mutually acceptable date after the receipt of a signed agreement. Project estimates including staffing and schedule represent the best technical judgment based on information currently available.

- The City of Marysville will provide equipment availability and timely access to their facilities, systems, information, documentation and personnel necessary to support the successful outcome of this effort including onsite and remote access.
- Timely meetings and documented information will be a key part of completing the engagement.



## Invoice Instructions & Acceptance

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### Invoice Instructions

Submit invoice with valid documentation to:

Copy to:

Name

Name

Address:

Address:

Phone:

Phone:

Fax:

Fax:

Email:

Email:

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### Payment Instructions:

Name: M3 Technology Group – Accounts Receivable  
Address: 6101 Carnegie Blvd. Suite 350, Charlotte, NC 28209  
Phone: 704-770-0345  
Fax: 704-770-0375

THIS STATEMENT OF WORK IS EFFECTIVE AS OF \_\_\_\_\_, 2007. THE PARTIES HAVE READ THIS STATEMENT OF WORK AND AGREE TO BE BOUND HEREBY.

**M3 TECHNOLOGY GROUP, LLC**

**CITY OF MARYSVILLE**

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

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

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 25, 2007**

AGENDA ITEM: Contract Award: SR 528 (47 <sup>th</sup> Ave. NE to 67 <sup>th</sup> Ave. NE) Road Improvements	AGENDA SECTION: Contract Award	
PREPARED BY: Jeff Massie, Assistant City Engineer	AGENDA NUMBER:	
ATTACHMENTS:  Certified Bid Tabulation Vicinity Map	APPROVED BY:	
	MAYOR <i>[Signature]</i>	CAO <i>[Signature]</i>
BUDGET CODE: 30500030.563000 T0102 and R0501	AMOUNT: \$ _____	

On June 14, 2007, bids were opened for the SR 528 Road Improvement project between 47<sup>th</sup> Avenue NE and 67<sup>th</sup> Avenue NE. Improvements include roadway widening and re-striping to provide two lanes in each direction, a middle two-way left turn lane east of 53<sup>rd</sup> Avenue NE, and a new signal at the SR 528/ 47<sup>th</sup> Avenue NE intersection. This project also includes a new signal and roadway widening at the 3<sup>rd</sup> Street/47<sup>th</sup> Avenue NE intersection.

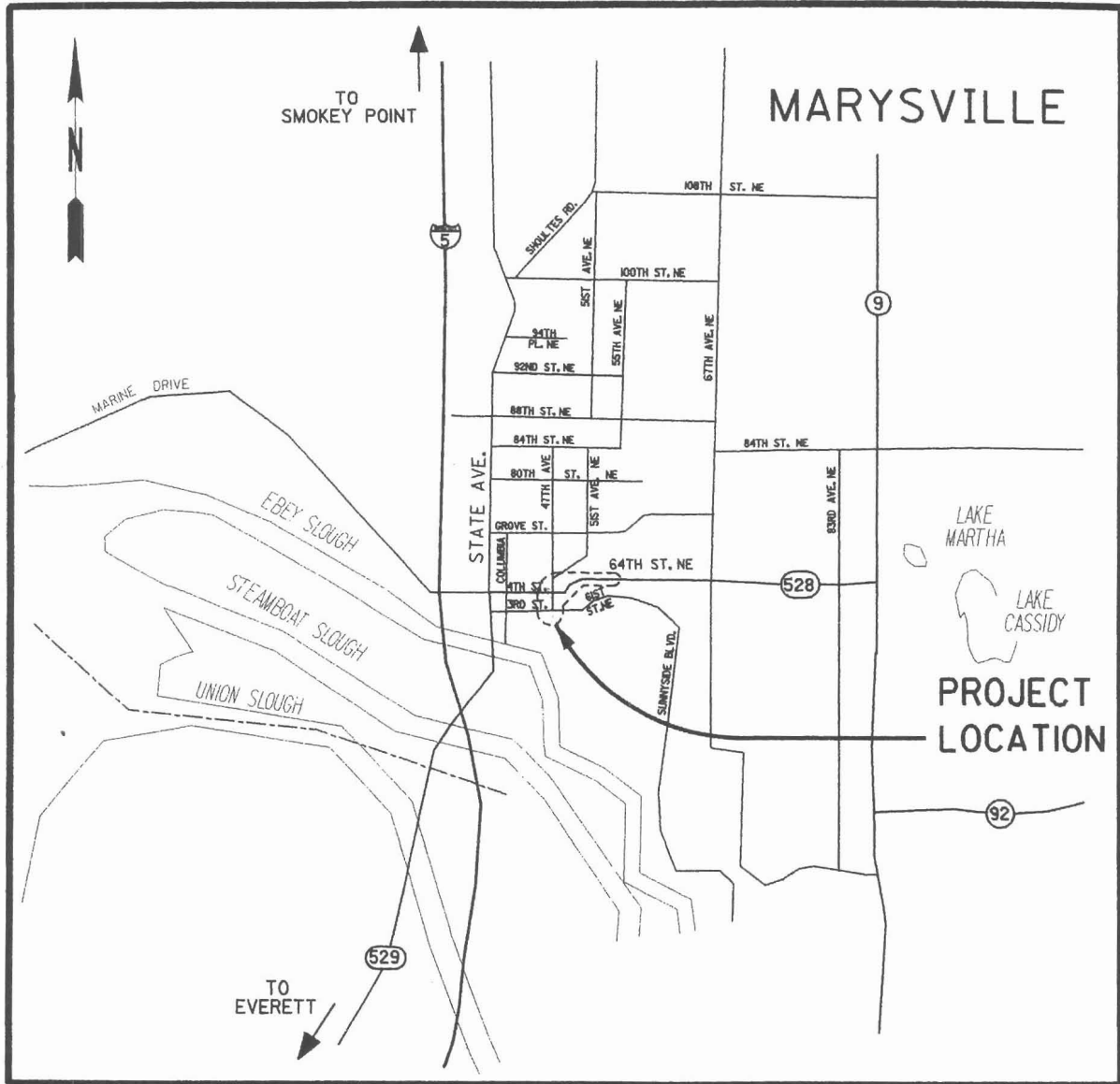
\_\_\_ ( ) bids were received ranging from a low bid of \$ \_\_\_\_\_ to a high of \$ \_\_\_\_\_. The Engineer's estimate is \$1,659,410.00. The low bidder was \_\_\_\_\_ located in \_\_\_\_\_. References have been checked and found to be satisfactory.

Contract Bid (Includes Sales Tax): \$ \_\_\_\_\_  
 5% Management Reserve: \$ \_\_\_\_\_  
 Total: \$ \_\_\_\_\_

**RECOMMENDED ACTION:**

**Public Works Staff recommends the City Council authorize the Mayor to award the bid for the SR 528 (47<sup>th</sup> Ave. NE to 67<sup>th</sup> Ave. NE) Road Improvement project to \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ including Washington State Sales Tax, and approve a management reserve of \$ \_\_\_\_\_ for a total allocation of \$ \_\_\_\_\_.**



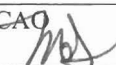


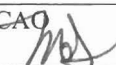
**COUNCIL ACTION:**



**VICINITY MAP**  
N.T.S.

**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING:** June 25, 2007

<b>AGENDA ITEM:</b> Solid Waste Container Purchase – Year 2007	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Terry C. Hawley – Operations Manager- Public Works	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> 1) Bid Quote and Specifications will be attached after the bid opening scheduled for 21 June, 2007	<b>APPROVED BY:</b> 	
	<table border="1"> <tr> <td data-bbox="1040 597 1218 661"> <b>MAYOR</b>   </td> <td data-bbox="1218 597 1401 661"> <b>CAO</b>   </td> </tr> </table>	<b>MAYOR</b> 
<b>MAYOR</b> 	<b>CAO</b> 	
<b>BUDGET CODE:</b> 410461.548000 410 – Growth/Replacement/Annexation – Solid Waste Containers	<b>AMOUNT:</b> \$90,000	

**SUMMARY STATEMENT**

Due to replacement needs, combined with area growth, new Solid Waste containers are needed to keep up with demand and to replace worn units.

<b>RECOMMENDED ACTION:</b> Hold as place holder for the scheduled Council meeting on Monday, June 25, 2007
<b>COUNCIL ACTION:</b>

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:**           **June 25, 2007**

AGENDA ITEM: 6-year Transportation Improvement Plan Update	AGENDA SECTION: New Business	
PREPARED BY: Jeff Massie, Assistant City Engineer	AGENDA NUMBER:	
ATTACHMENTS: # 1 2008 – 2013 Program Narrative # 2 2008 – 2013 TIP # 3 Vicinity Map # 4 City of Marysville Resolution & Notice of Public Hearing	APPROVED BY:	
	MAYOR <i>DJK</i>	CAO <i>MS</i>
BUDGET CODE: 30500030.563000	AMOUNT: N/A	

The proposed Six-Year Transportation Improvement Program for the years 2008 – 2013, once implemented, will advance the City’s ongoing efforts to improve the efficiency and safety of the roadway system. Key infrastructure improvements include reconstructing State Avenue from 136<sup>th</sup> to 152<sup>nd</sup> Street NE and the development of Ingraham Boulevard.

In addition to City revenues, the Transportation Program also relies on grants and support from other agencies. In the year 2008, over \$4 million is estimated to originate from state and federal transportation grants. Public Works staff will continue to aggressively pursue grant funding for many projects within the Program.

The attached information is submitted for Council review and consideration. Staff is available to answer questions.

RECOMMENDED ACTION: The Public Works Department recommends City Council to conduct a public hearing regarding the Six-Year Transportation Improvement Plan (2008-2013) and based on staff presentation, public testimony, and Council deliberations approve a resolution adopting a Six-Year Transportation Improvement Plan (2008-2013) for the City of Marysville.
COUNCIL ACTION:



UPDATED 06/08/07

## 2008-2013 SIX YEAR TRANSPORTATION PLAN PROGRAM NARRATIVE

- ITEM NO. 1            47TH AVENUE NE SIDEWALK: 7TH ST. TO 10TH ST.**  
Install curb, gutter and sidewalk at existing gaps in the vicinity of Liberty Elementary and Marysville Middle Schools.
- ITEM NO. 2            SR 528 / 47TH AVENUE NE INTERSECTION**  
Reconstruction of intersection to provide additional east-west through lanes and longer turn-pockets. Work involves installing new traffic signal, and increasing the turning radii on all four intersection corners.
- ITEM NO. 3            3RD STREET / 47TH AVENUE NE INTERSECTION**  
Signalize the existing four-way stop intersection, add turn pockets and through lanes, and coordinate signal timing with 4<sup>th</sup> Street/47<sup>th</sup> Avenue intersection to improve traffic flow.
- ITEM NO. 4            GROVE STREET / ALDER AVENUE INTERSECTION**  
Signalize the intersection with motorized traffic and pedestrian signal actuation.
- ITEM NO. 5            GROVE STREET / 67<sup>TH</sup> AVE. NE INTERSECTION**  
Add an eastbound right-turn lane.
- ITEM NO. 6            STATE AVENUE NE / SR 528 INTERSECTION**  
Install an eastbound right turn lane. The project is dependent on the redevelopment of adjacent property to dedicate necessary right-of-way to make this improvement.
- ITEM NO. 7            STATE AVENUE: 116TH STREET NE TO 136TH STREET NE**  
Install additional 2 lanes, curb, gutter and sidewalk to the existing 3-lane roadway improvement currently under construction for the ultimate 5-lane roadway section.
- ITEM NO. 8            STATE AVENUE: 136TH STREET NE TO 152ND STREET NE**  
The project will widen the existing 2-lane roadway to a 5-lane roadway with curb, gutter, and sidewalk.
- ITEM NO. 9            SR 528: ALLEN CREEK TO 67<sup>TH</sup> AVENUE NE**  
Widen to 4 through lanes with a 2-way left turn lane from 53<sup>rd</sup> Avenue NE to 67<sup>th</sup> Avenue NE and modify entrance to Jennings Park.

**ITEM NO. 10 INTERSTATE 5 TO DOWNTOWN MARYSVILLE ACCESS**

Phase 1 of an interchange justification report necessary to consider I-5 access revision alternatives.

**ITEM NO. 11 STATE AVENUE: 100TH STREET NE TO 116TH STREET NE**

This project will provide a 5 lane roadway section with curb, gutter and sidewalk, and replace the Quilceda Creek culvert and embankment with a bridge.

**ITEM NO. 12 SUNNYSIDE BOULEVARD: 47<sup>TH</sup> AVE. NE TO 52<sup>ND</sup> ST. NE**

This project study will recommend expansion of two-lane roadway to a three, or more, -lane roadway improvement project including intersection improvement recommendations and phasing .

**ITEM NO. 13 40<sup>TH</sup> STREET NE: SUNNYSIDE BLVD. TO 83<sup>RD</sup> AVE. NE**

One or two general purpose lane each direction with a two-way left turn lane, plus curb, gutter and sidewalk. The 71<sup>st</sup> Avenue to 83<sup>rd</sup> Avenue segment is a proposed new alignment.

**ITEM NO. 14 INGRAHAM BOULEVARD: 68TH AVE. NE TO 74TH DR. NE**

Construct a new roadway alignment through the Grace Creek basin consisting of a minimum of 2 lanes, curb, gutter and sidewalk. Coupled with developer roadway construction to the east, this project will replace the 84<sup>th</sup> Street NE corridor as the route between 67<sup>th</sup> Avenue NE and State Route 9.

**ITEM NO. 15 40<sup>TH</sup> STREET NE: 83<sup>RD</sup> AVENUE NE TO SR 9**

Construct a 5-lane principal arterial, connecting to new west leg of SR9/SR 92 intersection.

**ITEM NO. 16 ARTERIAL IMPROVEMENTS FOR TRANSPO COMP PLAN**

Credit select, applicable traffic mitigation fees for portions of arterial improvements that do not directly access private development land uses.

**ITEM NO. 17 LAKEWOOD TRIANGLE ACCESS**

Construct I-5 overcrossing at 156<sup>th</sup> St. NE and connecting roadway between Twin Lakes Boulevard and State Avenue.

**ITEM NO. 18 ANNUAL STREET OVERLAY PROGRAM**

Miscellaneous locations determined by pavement condition rating prioritization.

**ITEM NO. 19 88<sup>TH</sup> STREET NE: STATE AVENUE TO 67<sup>TH</sup> AVENUE NE**

Proposed joint Snohomish County/Marysville project to widen the existing 2-lane road to a 5-lane roadway with curb, gutter and sidewalks. Also provide capacity improvements at arterial intersections. This is a proposed Regional Transportation Improvement District (RTID) project.

**ITEM NO. 20**      **152<sup>ND</sup> STREET NE: STATE AVENUE TO 67<sup>TH</sup> AVENUE NE**  
Proposed joint Snohomish County/Marysville project to widen the existing 2-lane road to a 3-lane roadway with curb, gutter and sidewalks. Also provide capacity improvements at arterial intersections

**ITEM NO. 21**      **51<sup>ST</sup> AVENUE NE / 122<sup>ND</sup> PLACE NE INTERSECTION**  
This Snohomish County project will change the vertical profile of 51<sup>st</sup> Avenue to provide adequate sight distance, install a signal, widen to 3-lanes and install a new Quilceda Creek culvert.

**ITEM NO. 22**      **51<sup>ST</sup> AVENUE NE / 136<sup>TH</sup> STREET NE INTERSECTION**  
Snohomish County signal installation project.

**ITEM NO. 23**      **51<sup>ST</sup> AVENUE NE / 100<sup>TH</sup> STREET NE INTERSECTION**  
Snohomish County signal installation project.

**ITEM NO. 24**      **51<sup>ST</sup> AVENUE NE / 152<sup>ND</sup> STREET NE INTERSECTION**  
Proposed Snohomish County project to install a traffic signal and possibly provide additional channelization.

**ITEM NO. 25**      **67<sup>TH</sup> AVENUE NE / 100<sup>TH</sup> STREET NE INTERSECTION**  
Proposed Snohomish County project to install a traffic signal and possibly provide additional channelization.

**ITEM NO. 26**      **51<sup>ST</sup> AVENUE NE: 84<sup>TH</sup> STREET NE TO 88<sup>TH</sup> STREET NE**  
A proposed Snohomish County new 3-lane minor alignment to close gap along this collector arterial. This project also includes 80<sup>th</sup> Street NE pedestrian improvements.

**ITEM NO. 27**      **116<sup>TH</sup> STREET NE / INTERSTATE 5 INTERCHANGE**  
Tulalip Tribes project to upgrade the existing diamond interchange to a single point urban interchange. This is a RTID project.

**ITEM NO. 28**      **88<sup>TH</sup> STREET NE / INTERSTATE 5 INTERCHANGE**  
Tulalip Tribes project to upgrade the existing diamond interchange to a single point urban interchange. This is a RTID project.

**ITEM NO. 29**      **SR 529 EBEBY SLOUGH BRIDGE REPLACEMENT**  
A Washington State Department of Transportation (WSDOT) project that will replace the existing 2-lane swing span bridge with a 4-lane fixed span bridge.

**ITEM NO. 30**      **SR 531 (172<sup>ND</sup> ST. NE) / INTERSTATE 5 INTERCHANGE**  
Phase 2 of WSDOT interchange improvement project that will add an eastbound to southbound loop ramp and other ramp improvements to the widened bridge.

**ITEM NO. 31 SR 531 (172<sup>ND</sup> ST. NE): 43<sup>RD</sup> AVENUE NE TO SR 9**  
WSDOT proposes widening existing 2-lane roadway to 4-lanes with a two-way middle left turn lane at applicable locations. This is a RTID project.

**ITEM NO. 32 SR 9: LUNDEEN PARKWAY TO SR 92**  
Widen from 2 to 4 lanes, add southbound left-turn and northbound right-turn lanes at SR 92 intersection. Coordinate the addition of a new west leg of intersection to connect to proposed 40<sup>th</sup> Street NE project (see Item No. 15).

**ITEMS NO. 33 SR 9 / SR 528 INTERSECTION**  
WSDOT improvement project to add east leg of intersection, add right-turn and left-turn lanes, and upgrade signals and lighting.

**ITEMS NO. 34 SR 9 / 84<sup>TH</sup> STREET NE INTERSECTION**  
WSDOT improvement project to add turn lanes, upgrade signals and lighting.

**ITEMS NO. 35 PARK AND RIDE LOTS**  
Community Transit project proposes constructing a 300-400 stall lot at Smokey Point Boulevard / 169<sup>th</sup> Place NE, and a 250-350 stall lot at Cedar Avenue and Grove Street.

**ITEMS NO. 36 TRANSPORTATION ELEMENT UPDATE**  
The project includes traffic modeling, analysis and a proposed Capital Improvements.

**ITEMS NO. 37 STATE AVENUE DEBT SERVICE**  
Yearly debt payments necessary to provide a portion of the local match funding to pay for the State Avenue, Grove Street to First Street project.

**ITEMS NO. 38 ADDITIONAL DEBT SERVICE**  
\$8,000,000 bond with a 20 year term at 4% interest.



CITY OF MARYSVILLE				2008 - 2013 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (Thousands of Dollars)												Adopted Resolution No. _____								
TIP NO.	LOCATION	PROJECT NAME AND DESCRIPTION	FUNCTIONAL CLASS	IMPROVEMENT TYPE	YEAR 1			YEAR 2			YEAR 3			YEARS 4 THROUGH 6			6 YEAR SUMMARY							
					2008 OBLIG & PHASE*	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2009 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2010 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2011-2013 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	CITY FUNDS	OTHER FUNDS	6 YR. PROJECT COST	
<b>NON-MOTORIZED PROJECTS</b>					<b>492</b>	<b>305</b>	<b>187</b>		<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>305</b>	<b>187</b>	<b>492</b>		
1	CITY	47TH AVE. NE SIDEWALKS: 7TH ST. TO 16TH ST. INSTALL SIDEWALK AT EXISTING GAPS	17	32	PE	492	305	GMA-ST 187 TIB											305	187	492			
<b>TRAFFIC SAFETY / INTERSECTION IMPROVEMENTS</b>					<b>356</b>	<b>356</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>		<b>250</b>	<b>0</b>	<b>250</b>	<b>336</b>	<b>250</b>	<b>586</b>		
2	CITY	SR 528 / 47TH AVENUE NE INTERSECTION SIGNALIZE WITH ADDITIONAL CHANNELIZATION	14	12	CN/CE	138	138	GMA-ST											138	0	138			
3	CITY	3RD STREET / 47TH AVENUE NE INTERSECTION SIGNALIZE WITH ADDITIONAL CHANNELIZATION	16	12	CN/CE	173	173	GMA-ST												173	0	173		
4	CITY	GROVE STREET / ALDER AVENUE INTERSECTION SIGNALIZE INTERSECTION WITH PEDESTRIAN CROSSING	16	12	CN/CE	25	25	GMA-ST												25	0	25		
5	CITY	GROVE STREET/67TH AVENUE NE INTERSECTION ADD EASTBOUND RIGHT-TURN LANE	16	12	CN/CE	20	20	GMA-ST																
6	CITY	STATE AVENUE / SR 528 INTERSECTION INSTALL EASTBOUND RIGHT TURN LANE AS A CONDITION OF DEVELOPMENT	14	12											ALL	250		250 DEVELOPER		0	250	250		
<b>MAJOR WIDENING / LANE ADDITION PROJECTS</b>					<b>9,241</b>	<b>5,117</b>	<b>4,124</b>		<b>1,810</b>	<b>0</b>	<b>1,810</b>		<b>3,740</b>	<b>0</b>	<b>3,740</b>		<b>62,987</b>	<b>0</b>	<b>62,987</b>	<b>5,117</b>	<b>72,661</b>	<b>77,778</b>		
7	CITY	STATE AVE: 116TH ST. NE TO 136TH ST. NE CONSTRUCT EASTERN 2 LANES FOR A FULL 5 LANE ROADWAY SECTION	14	4	PE	140		105 DEVELOPER 35 UNFUNDED				CN/CE	850		650 DEVELOPER 200 UNFUNDED		CN/CE	850		650 DEVELOPER 200 UNFUNDED		0	1,840	1,840
8	CITY	STATE AVENUE: 134TH ST. NE TO 152ND ST. NE WIDEN TO 5 LANES ROADWAY SECTION WITH CURB, GUTTER, AND SIDEWALK	14	4	ALL	8,235	4,911	GMA-ST 2,480 TIB 1,344 STP												4,911	3,824	8,735		
9	CITY	SR 528: ALLEN CREEK TO 67TH AVE WIDEN TO 4 THRU LINES, WITH A 2-WAY LT TURN LANE FROM 53RD-67TH, & MODIFY ENTRANCE TO JENNINGS PARK	14	5	PE	116	116	GMA-ST												116	0	116		
10	CITY	INTERSTATE 5 TO DOWNTOWN MARYSVILLE ACCESS PHASED WORK ON INTERCHANGE JUSTIFICATION REPORT NECESSARY TO CONSIDER I-5 ACCESS ALTERNATIVES	11	4, 8	PE	90	90	GMA-ST	PE	570	0	570 GMA-ST UNFUNDED	PE	570	0	570 UNFUNDED	ALL	36,000	0	36,000 GMA-ST UNFUNDED		90	37,140	37,230
11	CITY	STATE AVENUE: 100TH ST. NE TO 116TH ST. NE WIDEN TO 5 LANE SECTION WITH CURB, GUTTER AND SIDEWALK, AND REPLACE QUILCEDA OVERCROSSING	14	4, 8	PE	500		GMA-ST 500 UNFUNDED				PE	500	0	GMA-ST 500 UNFUNDED	ALL	3,746	0	3,746 GMA-ST UNFUNDED		0	4,246	4,246	
12	CITY	SUNNYSIDE BLVD.: 47TH AVE. NE TO 52ND ST. NE ONE GENERAL PURPOSE LANE EACH DIRECTION WITH A TWO-WAY LEFT TURN LANE, AND CURB, GUTTER AND SIDEWALK	16	4	PE	300		GMA-ST 300 UNFUNDED				PE/RW	1,000	0	GMA-ST 1,000 UNFUNDED	ALL	11,211	0	11,211 GMA-ST UNFUNDED		0	12,511	12,511	
13	CITY	40TH STREET NE: SUNNYSIDE BLVD. TO 83RD AVE. NE 1 OR 2 GENERAL PURPOSE LANE EACH DIRECTION WITH A TWO-WAY LEFT TURN LANE, AND CURB, GUTTER AND SIDEWALK	16	1, 4	PE	300	0	GMA-ST 300 DEVELOPER	PE	800	0	800 DEVELOPER	PE/RW	820	0	820 DEVELOPER	ALL	11,180	0	11,180 DEVELOPER		0	13,100	13,100
<b>NEW ALIGNMENT PROJECTS</b>					<b>786</b>	<b>236</b>	<b>550</b>		<b>1,250</b>	<b>225</b>	<b>1,025</b>		<b>7,150</b>	<b>4,550</b>	<b>2,600</b>		<b>17,366</b>	<b>1,641</b>	<b>15,725</b>	<b>6,652</b>	<b>19,900</b>	<b>26,552</b>		
14	CITY	INGRAHAM BLVD.: 68TH AVE. NE TO 74TH DR. NE CONSTRUCT ROADWAY WITH CURB, GUTTER, AND SIDEWALK ACROSS THE ALLEN CREEK TRIBUTARY BASIN	16	1	PE	186	136	GMA-ST 50 TIB	PE/RW	150	125	GMA-ST 25 TIB	CN/CE	5,250	4,450	GMA-ST 1,500 TIB	CN/CE	1,666	1,341	GMA-ST 325 TIB		6,052	1,900	7,952
15	CITY	40TH STREET NE: 83RD AVE. NE TO SR 9 3 LANES FROM 71ST TO 83RD AVE., 5 LANES FROM 83RD TO SR 9 CONNECTING TO NEW WEST LEG OF SR 92 INTERSECTION	14	1, 4	PE	500	0	GMA-ST 500 DEVELOPER	PE	1,000	0	1,000 DEVELOPER	PE/RW	1,100	0	1,100 DEVELOPER	ALL	15,400	0	15,400 DEVELOPER		0	18,000	18,000



CITY OF MARYSVILLE

2008 - 2013 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN  
(Thousands of Dollars)

Adopted Resolution No. \_\_\_\_\_

IP NO.	LOCATION	PROJECT NAME AND DESCRIPTION	FUNCTIONAL CLASS		2008		2009		2010		2011-2013		YEARS 4 THROUGH 6		6 YEAR SUMMARY	
			PHASE	EST.	PHASE	EST.	PHASE	EST.	PHASE	EST.	PHASE	EST.	PHASE	EST.	PHASE	EST.
31	WSDOT	WIDEN EXISTING 2 LANE ROADWAY TO 4 LANES. THIS IS A RTD PROJECT.	14	4	PE	1,000										
32	WSDOT	58' x 52' INTERSECTION	14	4	PE/RW	1,800										
33	WSDOT	58' x 52' INTERSECTION	14	12	PE	400										
34	WSDOT	58' x 52' INTERSECTION	14	12	PE	400										
35	CT	CONSTRUCT A 300'x200' STALL LOT AT SMOKEY PT. BLVD./169TH PL. NE AND A 250'x150' STALL LOT AT CEDAR AVE./GROVE ST.			RW	1,000										
COMPREHENSIVE PLANNING						75										
36	CITY	TRANSPORTATION ELEMENT UPDATE			PE	75										
37	CITY	STATE AVENUE DEER SERVICE				138										
38	CITY	ADDITIONAL DEER SERVICE				608										
SUMMARY																
STATE, FEDERAL AND UNFUNDED FUNDS:																
WASH. ST. DEPT. OF TRANSPORTATION						3,874										
STP						17,600										
CITY UNDEVELOPED						2,875										
COUNTY SNOHOMISH COUNTY						700										
COUNTY SNOHOMISH COUNTY UNFUNDED						2,271										
COUNTY SNOHOMISH COUNTY						6,587										
COUNTY SNOHOMISH COUNTY UNFUNDED						300										
COUNTY SNOHOMISH COUNTY						2,860										
COUNTY SNOHOMISH COUNTY UNFUNDED						700										
COUNTY SNOHOMISH COUNTY						13,650										
COUNTY SNOHOMISH COUNTY UNFUNDED						22,200										
COUNTY SNOHOMISH COUNTY						1,500										
COUNTY SNOHOMISH COUNTY UNFUNDED						14,350										
COUNTY SNOHOMISH COUNTY						28,629										
COUNTY SNOHOMISH COUNTY UNFUNDED						27,230										
COUNTY SNOHOMISH COUNTY						45,603										
COUNTY SNOHOMISH COUNTY UNFUNDED						17,158										
COUNTY SNOHOMISH COUNTY						4,242										
COUNTY SNOHOMISH COUNTY UNFUNDED						8,937										
COUNTY SNOHOMISH COUNTY						17,396										
COUNTY SNOHOMISH COUNTY UNFUNDED						17,500										
COUNTY SNOHOMISH COUNTY						45,100										
COUNTY SNOHOMISH COUNTY UNFUNDED						3,072										
COUNTY SNOHOMISH COUNTY						18,463										
COUNTY SNOHOMISH COUNTY UNFUNDED						15,936										
COUNTY SNOHOMISH COUNTY						4,070										
COUNTY SNOHOMISH COUNTY UNFUNDED						1,536										
COUNTY SNOHOMISH COUNTY						21,500										
COUNTY SNOHOMISH COUNTY UNFUNDED						22,200										
COUNTY SNOHOMISH COUNTY						5,901										
COUNTY SNOHOMISH COUNTY UNFUNDED						512										
COUNTY SNOHOMISH COUNTY						1,577										
COUNTY SNOHOMISH COUNTY UNFUNDED						2,860										
COUNTY SNOHOMISH COUNTY						700										
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COUNTY SNOHOMISH COUNTY UNFUNDED						512										
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COUNTY SNOHOMISH COUNTY UNFUNDED						512										
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COUNTY SNOHOMISH COUNTY						700										
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COUNTY SNOHOMISH COUNTY						1,577										
COUNTY SNOHOMISH COUNTY UNFUNDED						2,860										
COUNTY SNOHOMISH COUNTY						700</										

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF MARYSVILLE ADOPTING A SIX-YEAR  
TRANSPORTATION IMPROVEMENT PROGRAM (2008-2013)

WHEREAS, the City Council of the City of Marysvill e, Washington, pursuant to RCW 35.77.010, held a public hearing on Ju ne 25, 2007 for the purpose of revising and extending its Comprehensive Six -Year Transportation Program; and

WHEREAS, the City Council has reviewed the current status of City streets and has considered the testimony and exhibits presented at the public hearing, and finds that the programs presented by the Public Works Department are in the long -range best interests of the City; NOW, THEREFORE,

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

1. The Comprehensive Six-Year Transportation Improvement Program (2008-2013) presented to the City Council, copies of which are on file and open to public inspection at the office of the City Clerk, is hereby approved and adopted in its entirety.

2. The Six-Year Transportation Improvement Program as presented to the City Council, copies of which are on file and open to public inspection at the office of the City Clerk, is hereby approved and adopted in its entirety.

3. The City Clerk is hereby directed to file copies of said Programs with the Secretary of Transportation.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF MARYSVILLE

By \_\_\_\_\_  
DENNIS KENDALL, Mayor

ATTEST:

By \_\_\_\_\_  
TRACY JEFFRIES, City Clerk

Approved as to form:

By \_\_\_\_\_  
GRANT K. WEED, City Attorney

CITY CLERK



**NOTICE OF PUBLIC HEARING**

**BEFORE THE MARYSVILLE CITY COUNCIL**

NOTICE IS HEREBY GIVEN THAT THE MARYSVILLE CITY COUNCIL WILL HOLD A PUBLIC HEARING AT 7:00 P.M., ON MONDAY, JUNE 25, 2007 IN THE COUNCIL CHAMBERS OF MARYSVILLE CITY HALL LOCATED AT 1049 STATE AVENUE, MARYSVILLE, WASHINGTON. THE PURPOSE OF THIS PUBLIC HEARING IS TO CONSIDER THE FOLLOWING:

**A RESOLUTION OF THE CITY OF MARYSVILLE ADOPTING A SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (2008-2013) IN ACCORDANCE WITH RCW 35-77-010.**

ANY PERSON MAY APPEAR AT THE HEARING AND BE HEARD IN SUPPORT OF OR OPPOSITION TO THIS PROPOSAL. ADDITIONAL INFORMATION MAY BE OBTAINED AT THE MARYSVILLE CITY CLERK'S OFFICE, 1049 STATE AVENUE, MARYSVILLE, WASHINGTON 98270, (360) 363-8000.

THE CITY OF MARYSVILLE

  
TRACY JEFFRIES  
CITY CLERK

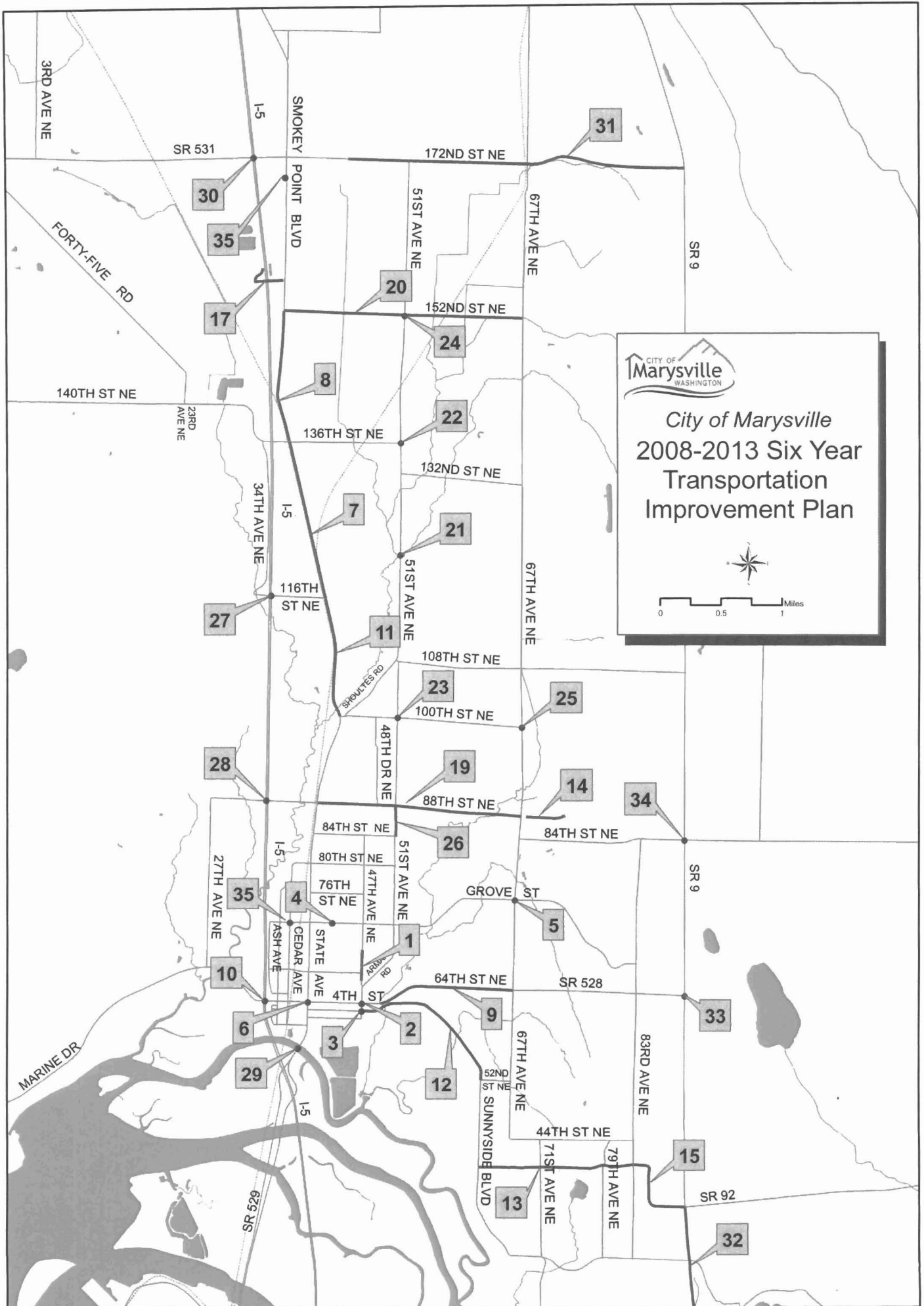
DATED: June 11, 2007

PUBLISHED MARYSVILLE GLOBE: JUNE 13, 2007 AND JUNE 20, 2007

SPECIAL ACCOMMODATIONS: THE CITY OF MARYSVILLE STRIVES TO PROVIDE ACCESSIBLE MEETINGS FOR PEOPLE WITH DISABILITIES. PLEASE CONTACT KRISTIE GUY, ADA COORDINATOR, AT (360) 363-8000 OR 1-800-833-6384 (VOICE RELAY) OR 1-800-833-6388 (TDD RELAY) TWO DAYS PRIOR TO THE MEETING DATE IF ANY SPECIAL ACCOMMODATIONS ARE NEEDED.

\*\*\*\*\*

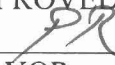


**THIS NOTICE IS NOT TO BE REMOVED, MUTILATED OR CONCEALED IN ANY WAY BEFORE DATE OF HEARING.**



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 25, 2007**

<b>AGENDA ITEM:</b> Quit Claim Deed - Drainage District #5	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Kari Chennault, Program Engineer – Surface Water	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> <ul style="list-style-type: none"> <li>• Quit Claim Deed</li> <li>• Vicinity Map</li> </ul>	<b>APPROVED BY:</b> 	
	MAYOR 	CAO 
<b>BUDGET CODE:</b> N/A	<b>AMOUNT:</b> N/A	

Drainage District #5 was dissolved per Snohomish County Ordinance No. 84 – 100 in 1984 and Snohomish County took on the easement and maintenance rights the District originally held per Auditor file #236008. Per the attached vicinity map, the original Drainage District #5 easement areas fall within the City of Marysville city limits and are not automatically transferred upon annexation. Snohomish County has prepared a quit claim deed to transfer their interest in the areas within the City of Marysville city limits.

<b>RECOMMENDED ACTION:</b>  Staff recommends that Council approve the Mayor to sign the quit claim deed prepared by Snohomish County.
<b>COUNCIL ACTION:</b>



RETURN TO:  
SNOHOMISH COUNTY  
PROPERTY MANAGEMENT  
3000 ROCKEFELLER AVENUE M/S 404  
EVERETT, WA. 98201

## QUIT CLAIM DEED

**Reference #:**

**Grantor:** Snohomish County, a municipal corporation and political subdivision of the State of Washington

**Grantee:** City of Marysville, a municipal corporation

**Legal Description:** A portion of the NE ¼ and the NW ¼ of Section 4, Township 30 North, Range 5 East, W.M.; a portion of the South ½ of Section 28, Township 31 North, Range 5 East, W.M.; and a portion of Section 33, Township 31 North, Range 5 East, W.M.

**Assessor's Tax Parcel ID#:** N/A

**THE GRANTOR, SNOHOMISH COUNTY, a municipal corporation and political subdivision of the State of Washington,** for and on behalf of Drainage District No. 5, a dissolved drainage district under the laws of the State of Washington in consideration of mutual benefits conveys and quit claims to **CITY OF MARYSVILLE, a municipal corporation,** all of the Grantor's right, title and interest in and to the following described real property, situated in the County of Snohomish, State of Washington.

A strip of land 30 feet wide on the West side of a line, commencing at the Northeast corner of the Southeast quarter of the Southwest quarter of Section 28, Township 31 North, Range 5 East, W.M. running thence South 1° 07" East on the ¼ section line 1,338.04 feet to the Southeast corner of said Southeast quarter of the Southwest quarter of Section 28. All in the Southeast quarter of the Southwest quarter of Section 28, Township 31 North, Range 5 East, W.M. (A portion of AF# 236006)

A strip of land 30 feet wide on the West side of a line commencing at the ¼ section corner on the North boundary line of Section 33, Township 31 North, Range 5 East, W.M. running thence South 0°42'20" West, on the ¼ section line for a distance of 4,039.72 feet to the Southeast corner of the Northeast quarter of the Southwest ¼ of said Section 33. All in the Northeast ¼ of the Northwest ¼; Southwest quarter of the Northwest quarter; and the Northwest quarter of the Southwest quarter of Section 33, Township 31 North, Range 5 East, W.M. (Remainder of AF# 236006)

A strip of land 30 feet wide on the East side of a line, commencing at the Northwest corner of the Southwest ¼ of the Southeast ¼ of Section 28, Township 31 North, Range 5 East, W.M. running thence South 1°07' East on the ¼ section line for a distance of 1,338.04 feet to the Southwest corner of said Southwest quarter of the Southeast quarter of Section 28. All in the Southwest quarter of the Southeast quarter of Section 28, Township 31 North, Range 5 East, W.M. (All of AF# 236004)



A strip of land 30 feet wide on the East side of a line, commencing at the Northwest corner of the Northwest quarter of the Northeast quarter of Section 33, Township 31 North, Range 5 East, W.M. running thence South 0°42'20" West on the ¼ section line for a distance of 1,344.19 feet to the Southwest corner of said Northwest quarter of the Northeast of Section 33. All in the Northwest quarter of the Northeast quarter of Section 33, Township 31 North, Range 5 East, W.M. (AF# 236003)

A strip of land 30 feet wide on the East side of a line, commencing at the Northwest corner of the Southwest quarter of the Northeast quarter of Section 33, Township 31 North, Range 5 East, W.M. running thence South 0°42'20" West on the ¼ section line for a distance of 1,344.18 feet to the Southwest corner of said Southwest quarter of the Northeast quarter of Section 33. All in the Southwest quarter of the Northeast quarter of Section 33, Township 31 North, Range 5 East, W.M. (AF# 236005)

A strip of land 30 feet wide on the East side of a line, commencing at the Northwest corner of the Northwest quarter of the Southeast quarter of Section 33, Township 31 North, Range 5 East, W.M. and running thence South 0°42'20" West on the ¼ section line 1,351.35 feet to the Southwest corner of said Northwest quarter of the Southeast quarter. All in the Northwest quarter of the Southeast quarter of Section 33, Township 31 North, Range 5 East, W.M. (AF# 236002)

A strip of land 30 feet wide on each side of a line, commencing at the Northeast corner of the Southeast quarter of the Southwest quarter of Section 33, Township 31 North, Range 5 East, W.M. running thence South 0°42'20" West on the ¼ section line 1,351.35 feet to the Southeast corner of said Southeast quarter of the Southwest quarter of Section 33. All in the Southeast quarter of the Southwest quarter of Section 33, Township 31 North, Range 5 East, W.M. (A portion of AF# 236008)

A strip of land 30 feet wide on each side of a line, commencing at the Northeast corner of the Northeast quarter of the Northwest quarter of Section 4, Township 30 North, Range 5 East, W.M. running thence South 2°10'30" East on the ¼ section line 1,624.23 feet to the Southeast corner of said Northeast quarter of the Northwest quarter of Section 4. All in the Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 4, Township 30 North, Range 5 East, W.M. (A portion of AF# 236008)

All that portion of the Northwest quarter of the Northeast quarter of Section 4, Township 30 North, Range 5 East, W.M. lying South of the South boundary line of County Road and North of a line described as follows: Commencing at the Southwest corner of the Northwest quarter of the Northeast quarter of Section 4, Township 30 North, Range 5 East, W.M. running thence East on the 1/16 line for a distance of 675 feet. All in the Northwest quarter of the Northeast quarter of Section 4, Township 30 North, Range 5 East, W.M. (Remainder of AF# 236008)

Beginning at the point where the ¼ North and South lines through Section 4, Township 30 North, Range 5 East, W.M. intersects the North boundary of the present County road in said section; thence North 10 feet; thence East along and parallel to said North line of said County road a distance of 650 feet; thence South 10 feet to the North line of said County road; thence West along the North boundary line of said County road to the point of beginning, all in the Northwest quarter of the Northeast quarter of Section 4, Township 30 North, Range 5 East, W.M. (AF# 236009)

A strip of land 60 feet in width, being 30 feet on each side of the following described line lying North of the Burlington Northern Railroad Right of Way lying in the Southwest quarter of the Northeast quarter of Section 4, Township 30 North, Range 5 East, W.M. beginning at a point on the South line of the County





CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF MARYSVILLE ADOPTING A SIX-YEAR  
TRANSPORTATION IMPROVEMENT PROGRAM (2008-2013)

WHEREAS, the City Council of the City of Marysvill e, Washington,  
pursuant to RCW 35.77.010, held a public hearing on Ju ne 25, 2007 for the  
purpose of revising and extending its Comprehensive Six -Year  
Transportation Program; and

WHEREAS, the City Council has reviewed the current status of City  
streets and has considered the testimony and exhibits presented at the  
public hearing, and finds that the programs presented by the Public Works  
Department are in the long -range best interests of the City; NOW,  
THEREFORE,

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

1. The Comprehensive Six-Year Transportation Improvement Program  
(2008-2013) presented to the City Council, copies of which are on file  
and open to public inspection at the office of the City Clerk, is hereby  
approved and adopted in its entirety.

2. The Six-Year Transportation Improvement Program as presented  
to the City Council, copies of which are on file and open to public  
inspection at the office of the City Clerk, is hereby approved and  
adopted in its entirety.

3. The City Clerk is hereby directed to file copies of said  
Programs with the Secretary of Transportation.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day  
of \_\_\_\_\_, 2007.

CITY OF MARYSVILLE

By \_\_\_\_\_  
DENNIS KENDALL, Mayor

ATTEST:

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

Approved as to form:

By \_\_\_\_\_  
GRANT K. WEED, City Attorney

# Marysville Library Board

10 May 2007

4:00 p.m.

## Attending

Board Members: Tom Albright, Sue Rasmussen, Tom King, Joe Shipp, Margot Tipton, Mike Wray

City Council Rep: Lee Phillips

Sno-Isle Staff: Maggie Buckholz, Valerie Stevens

Absent: Dorothy Stanton

Minutes of previous meeting approved.

## Reports

**Librarian, Maggie Buckholz:** Marysville Library has had many staff changes. Krista Werle has transferred to the service center. Beginning Monday we will have a temporary assistant managing Kristen Piepho. She is currently a children's librarian in Mukilteo. We will be posting a permanent position to replace Krista.

Jan Erdman has retired. She has worked here since the early 1980's. She has come back as a volunteer. Jan's position is currently posted.

Sandy Sherman - Sandy has been here for 18 years. She is the staff member that established our volunteer program. She has taken a job with the chamber of commerce managing their volunteer program.

We have recently received a site license to do public performances of movies. The first show was Inconvenient Truth shown on Earth day. We had some minor equipment challenges.

Our new teen librarian, Laura Tillman, will visit us next month. Right now they are doing a review of the Harry Potter books in anticipation of the midnight release party for the new book.

We are gearing up for summer reading and are part of the statewide project. The theme is "Get a Clue." The children's program goes through 5<sup>th</sup> or 6<sup>th</sup> grade. Even tiny tots can participate if their parents read to them. Last year's opportunity to vote on a favorite zoo animal got positive feedback from parents. This year there are additional activities, which if completed they get to choose a book for themselves and a book to be sent to a parish in Louisiana. Teens and adults will have lottery style prizes. Prizes include an MP3 player that can be used to download books from the library.

We got the last lens for the parking lot lights after backorders and breakage. Tom King saw that it got installed immediately after successful arrival.

New janitors are working out very well. We transferred contract services from city to Sno-Isle. Sno-Isle has more flexibility to look for quality service. The company was concerned about if they could get the work done in the contracted time. They have been able to do the job as contracted and have even noticed and dealt with some of the issues that come without advance notice. They have done some of the long neglected work and our facility is cleaner than it has been.

Maggie is not planning on being in the Strawberry Festival Parade because of staff vacancies and other community events. The Rotary Pumpkin Patch is one of the other events.

The Cinco de Mayo celebration attended by Mike and Lee was another of those events. There were bookmarks and other give aways in Spanish to reach the Spanish speaking population.

**North Region Manager, Valerie Stevens:** Many libraries are open on Sundays throughout the school year. June 10<sup>th</sup> was scheduled to be the last day. That has been extended one week because school schedules are extended because of winter weather. Marysville is not effected because we are always open on Sunday.

We have been working on a capital facilities plan to recommend and schedule library needs in the communities. We now have a developed plan. There will be meetings to bring plan to the public for review and feedback. Information on these meetings will be on the website. A recommendation to expand this library and/or to open smaller library in the north Marysville/ Lakewood area is included in the plan. Lake Stevens will have a larger library. That could impact the number of people served by the Marysville library.

Camano storefront library hopefully will open in the next month. It will be at Terrie's Corner in a facility that used to house a women's fitness center. Location is very prominent. The nearby stores are excited to have the library as a neighbor. We are waiting on shelves. It will be small and have about 6 computers. It will be open 5 days a week and a couple of nights. It is funded for three years. At the end of three years the population will need to vote to build a library if they want library service to continue on Camano Island. They have had a large number of people volunteer. They will be forming a library board and had a large number of applicants for that board. That board will have a student representative.

A new service has been added in the neighborhood of Mariner HS after receiving a petition with over 1200 signatures on it requesting library service.

The bookmobile stops there one day a week. The kids are lining up in the rain. Sno-Isle is exploring options for a place to have a pick up point for holds.

**City Council, Lee Phillips:** The 116<sup>th</sup> roundabout was just opened in cooperation with the Tribes. The state just passed a bill that allows the city to claim .1% or .2% of sales tax (depending on the size of annexation) for 10 years to facilitate annexations. The city is exploring taking in the UGA all at once. The income from that would provide \$750,000 per year extra for 10 years. This funding could be utilized for anything except capital projects. The goal is for annexation would be 2009. The small annexation plan is on hold while this is evaluated. One of the reasons that this could not happen sooner is the difficulty in hiring police officers.

TV advisory committee - Working of program ideas for the community channel, Channel 21 on Comcast. Channel 26 is TV 3 from the high school. The library uses the TV for advertising. If you use the channel you can log onto the web and send info and then approved advertising goes in that day. This is an improved process. Advertising is limited to public events - no politics, no business, no church services. Church fund raisers would be accepted.

**Friends of the Library:** The new board is planning some good programs, updating the by-laws, redesigning the Friends brochure, going to have one evening meeting per quarter with the first one being in June.

## Old Business:

**Gellerson Furniture:** Maggie distributed a spreadsheet showing what we have done. The original budget was about 35K. Additional contributions have added to that to make a total of about \$60,000. Sno-Isle contributed about 7K to replace computer chairs. Friends put 5k in last year and 5K this year. The Friends upgraded their booksale area. Rotary gave 5K. We have spent 23K to date. That money has improved the booksale area, the teen area and the CD shelving.

While we have had more money than anticipated it is clear that we will not have enough to do a complete job. The committee has determined some priorities and compromises. High priority goes to the lounge area seating and the loveseats in the children's area. We will compromise by replacing only some of the 60 study chairs at the tables. We think we can do this by arranging similar chairs together in the various areas of the library that have study seating. We do not anticipate that we will be able to purchase furnishings that will be incredibly long wearing. The goal is to furnish the library until the bond is retired in about 7 years. At that time we anticipate that other refurbishing needs will be apparent. We have eliminated the furnishings for the give aways.



**Gellerson Art:** The art committee has looked at their projected calendar and decided to push it back a little further in order to get better publicity in the schools and colleges. Tom mentioned the "Homegrown" Festival as a good place to have information available.

We would like to have access to a web site to control costs of postage on sending out the RFP. Maggie will check with Sno-Isle to see if they can give us a web-site. She thinks we can at least get a link. Tom Albright will take pictures for the web site showing our building and places that might be possible places for art to be installed will be identified and measured. Margo will help Tom identify places to take pictures. Sue will discuss with someone how to create a web-site Tom Albright suggested that we check with Microsoftlive for a free website.

Some specific dates were established by the committee to be used in the RFP and some minor changes to the proposed RFP were made.

### **New Business:**

The paving out front is probably going to happen in June on Grove Street.

We will not have a meeting in August.

At our September Meeting we will probably have a member of the Sno-Isle Board of Trustees attending.

Next Meeting: June 14, 2007 4:00 p.m.

Meeting adjourned.