

## Marysville City Council Special Meeting

August 9, 2011

7:30 a.m.

City Hall

### Call to Order

### Pledge of Allegiance

### Roll Call

### Consent

1. Approval of the July 27, 2011 Claims in the Amount of \$290,348.14; Paid by Check Number's 71577 through 71695.
2. Approval of the August 3, 2011 Claims in the Amount of \$1,144,522.92; Paid by Check Number's 71696 through 71859.
3. Approval of the August 5, 2011 Payroll in the Amount of \$1,384,672.12; Paid by Check Number's 24554 through 24613 with Check Number 24065 Voided and Reissued with Check Number 24553.

### New Business

4. Snohomish County HOME Consortium Interlocal Cooperation Agreement Among Snohomish County, the City of Everett, and the City of Marysville for Program Years 2012 through 2014.
5. Consent Agreement with Public Utility District No. 1 of Snohomish County Providing Easement Access and Improvements within the Utility Corridor also Known as Bayview Trail.
6. Limited Use Permit with Public Utility District No. 1 of Snohomish County Permitting Construction and Use of Parcels Identified within the Utility Corridor also Known as Bayview Trail.
7. Consent Use Agreement with Puget Sound Energy (PSE) Providing Easement Access and Improvements within the Utility Corridor also Known as Bayview Trail.
8. An **Ordinance** of the City of Marysville, Washington Authorizing the Condemnation, Appropriation, Taking, Damaging and Acquisition of Land and Other Property for the Purpose of Construction 51st Avenue N.E. from 84th Street N.E. to 88th Street N.E. and Associated Street Improvements.
9. Accept Distribution of the Local JAG/BYRNE Grant Federal Funding when the Approved Application is Received.

### Adjourn

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

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: August 9, 2011**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **July 27, 2011** claims in the amount of **\$290,348.14** paid by **Check No.'s 71577 through 71695.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-7**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$290,348.14 PAID BY CHECK NO.'S 71577 THROUGH 71695** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **27TH DAY OF JULY 2011.**

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COUNCIL MEMBER

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**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/21/2011 TO 7/27/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
71577	REVENUE, DEPT OF	SALES & USE TAX-JUNE 2011	CITY CLERK	0.03
	REVENUE, DEPT OF		INFORMATION SERVICES	4.65
	REVENUE, DEPT OF		ER&R	6.51
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	11.72
	REVENUE, DEPT OF		GOLF COURSE	13.76
	REVENUE, DEPT OF		POLICE ADMINISTRATION	20.19
	REVENUE, DEPT OF		DRUG ENFORCEMENT	121.82
	REVENUE, DEPT OF		WATER/SEWER OPERATION	199.24
	REVENUE, DEPT OF		CITY STREETS	229.73
	REVENUE, DEPT OF		GENERAL FUND	431.48
	REVENUE, DEPT OF		PRO-SHOP	557.28
	REVENUE, DEPT OF		STORM DRAINAGE	6,142.71
	REVENUE, DEPT OF		GOLF COURSE	10,234.97
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	26,770.85
	REVENUE, DEPT OF		UTIL ADMIN	48,205.20
71578	ACE ACME SEPTIC SVC	PURCHASED PORTABLE TOILET	STORM DRAINAGE	350.00
71579	AMERICAN SOCCER COMP	SOCCER BALLS	RECREATION SERVICES	226.14
71580	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	37.60
71581	ASSOCIATED BAG	SUPPLIES	GENERAL FUND	-7.69
	ASSOCIATED BAG		CRIME PREVENTION	97.10
71582	BANK OF AMERICA	MEETING REIMBURSEMENT	POLICE ADMINISTRATION	23.00
71583	BANK OF AMERICA	SHUTTLE SERVICE REIMBURSEMENT	COMMUNITY EVENTS	30.00
71584	BANK OF AMERICA	SUPPLY REIMBURSEMENT	PARK & RECREATION FAC	125.40
	BANK OF AMERICA		RECREATION SERVICES	238.91
71585	BANK OF AMERICA	MEAL/MTG REIMBURSEMENT	UTIL ADMIN	32.32
71586	BANK OF AMERICA	MEETING REIMBURSEMENT	POLICE ADMINISTRATION	183.54
71587	BANK OF AMERICA	SUPPLIES/TRAINING REIMBURSEMEN	POLICE PATROL	269.42
	BANK OF AMERICA		TRIBAL GAMING-GENL	894.80
71588	BARNETT IMPLEMENT	MOWER, WHEEL, GUARD	PARK & RECREATION FAC	128.68
71589	BICKFORD FORD	PASSENGER AIRBAG DEACTIVATION	EQUIPMENT RENTAL	12.21
	BICKFORD FORD	ENGINE COOLING FAN	EQUIPMENT RENTAL	235.67
	BICKFORD FORD		EQUIPMENT RENTAL	235.67
71590	BLUMENTHAL UNIFORMS	TEST KITS	POLICE PATROL	100.78
	BLUMENTHAL UNIFORMS		POLICE PATROL	122.50
71591	BOB BARKER COMPANY	SUPPLIES	DETENTION & CORRECTION	85.58
71592	BOYD, RAE	INMATE MEDICAL CARE-JUNE 2011	DETENTION & CORRECTION	3,235.00
71593	BREWER, MARTY	USED GOLF BALLS	GOLF COURSE	150.00
71594	BRINKS INC	ARMORED TRUCK SERVICE	GOLF ADMINISTRATION	100.84
	BRINKS INC		UTIL ADMIN	175.35
	BRINKS INC		COMMUNITY DEVELOPMENT-	175.37
	BRINKS INC		UTILITY BILLING	321.29
	BRINKS INC		MUNICIPAL COURTS	321.29
	BRINKS INC		POLICE ADMINISTRATION	321.30
71595	BRK MANAGEMENT SRVCS	SCRAM-JUNE 2011	DETENTION & CORRECTION	494.00
	BRK MANAGEMENT SRVCS	EHM-JUNE 2011	DETENTION & CORRECTION	1,300.50
71596	BROWN, JENNIFER	CLASS REFUND	PARKS-RECREATION	15.00
71597	BRYANT, ROBERT	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
71598	BUD BARTON'S GLASS	DOOR REPAIR	GOLF ADMINISTRATION	359.47
71599	BURNS, MELISSA	CLASS REFUND	PARKS-RECREATION	50.00
71600	CALLAWAY GOLF	ODYSSEY PUTTER	GOLF COURSE	78.98
	CALLAWAY GOLF		GOLF COURSE	101.98
	CALLAWAY GOLF	ODYSSEY PUTTERS	GOLF COURSE	403.31
	CALLAWAY GOLF	RAZR IRONS	GOLF COURSE	554.30
71601	CAPTAIN DIZZYS EXXON	CAR WASHES	PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON		POLICE PATROL	238.50
71602	CARRS ACE	HOSE SWIVEL COUPLING	WATER FILTRATION PLANT	5.42
71603	CASCADE NATURAL GAS	NATURAL GAS SERVICES	WATER FILTRATION PLANT	466.92



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/21/2011 TO 7/27/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
71604	CEMEX	ASPHALT	ROADWAY MAINTENANCE	141.03
	CEMEX	CLASS B ASPHALT	ROADWAY MAINTENANCE	278.62
	CEMEX	ASPHALT	WATER CAPITAL PROJECTS	624.67
71605	CLYDE WEST	ASPHALT ROLLER RENTAL	ROADWAY MAINTENANCE	1,162.02
71606	COAST TO COAST	CRIME PREVENTION SUPPLIES	GENERAL FUND	-22.65
	COAST TO COAST		GENERAL FUND	-22.64
	COAST TO COAST		GENERAL FUND	-18.15
	COAST TO COAST		CRIME PREVENTION	229.15
	COAST TO COAST		CRIME PREVENTION	285.88
	COAST TO COAST		CRIME PREVENTION	285.95
71607	COLUMBIA PAINT	QP INLETSTRNR	SIDEWALKS MAINTENANCE	19.44
71608	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	209.90
71609	COOP SUPPLY	PEAT MOSS & SPRINKLER	WASTE WATER TREATMENT	32.50
	COOP SUPPLY	MISC. ITEMS	HYDRANTS	107.13
	COOP SUPPLY	STRAW	WATER CAPITAL PROJECTS	162.74
71610	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,474.85
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	1,660.20
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	1,716.25
71611	CORRECTIONS, DEPT OF	WORK CREW-JUNE 2011	PARK & RECREATION FAC	977.39
71612	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	205.74
71613	COX, JOLENE	CLASS REFUND	PARKS-RECREATION	32.00
71614	CRISTIANO'S	MEAL REIMBURSEMENT	PERSONNEL ADMINISTRATIO	7.48
	CRISTIANO'S		FINANCE-GENL	7.48
	CRISTIANO'S		EXECUTIVE ADMIN	14.97
	CRISTIANO'S		POLICE ADMINISTRATION	14.98
71615	CRYSTAL SPRINGS	WATER DELIVERED & HOT/COLD COO	WASTE WATER TREATMENT	126.48
71616	CUMMINS NORTHWEST	ENGINE BLOCK HEATER	EQUIPMENT RENTAL	182.89
71617	DB SECURE SHRED	SHREDDING SERVICES	POLICE INVESTIGATION	45.85
	DB SECURE SHRED		POLICE PATROL	45.85
	DB SECURE SHRED		DETENTION & CORRECTION	45.85
	DB SECURE SHRED		OFFICE OPERATIONS	45.87
71618	DICKS TOWING	TOWING EXPENSE MP11-4447	POLICE PATROL	43.44
	DICKS TOWING		POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP11-4458	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP11-4624	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP11-4625	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP11-4627	POLICE INVESTIGATION	43.44
71619	DUNLAP INDUSTRIAL	WEEDEATER STRING	STORM DRAINAGE	26.26
	DUNLAP INDUSTRIAL	REPLACE RUBBER BOOTS-MORGISON	UTIL ADMIN	49.09
	DUNLAP INDUSTRIAL	BOOTS-STEINBAUGH, B	STORM DRAINAGE	81.90
71620	E&E LUMBER	CREDIT	PARK & RECREATION FAC	-26.43
	E&E LUMBER	PAINT	PARK & RECREATION FAC	2.24
	E&E LUMBER	CAULKING	PARK & RECREATION FAC	3.21
	E&E LUMBER	E-BOLTS, FASTNERS	PARK & RECREATION FAC	8.75
	E&E LUMBER	SCREWHOOKS & EXPOXY	WASTE WATER TREATMENT	17.85
	E&E LUMBER	OUTLET COVER, FLOOD LIGHT	PARK & RECREATION FAC	26.68
	E&E LUMBER	DRILL BIT, BOLTS, FASTNERS	PARK & RECREATION FAC	47.96
	E&E LUMBER	CAULK GUN, NAILS, UTILITY KNIF	PARK & RECREATION FAC	57.82
	E&E LUMBER	PIER BLOCKS & BRACKETS	SEWER MAIN COLLECTION	108.88
	E&E LUMBER	CEDAR FENCING, FASTNER, FLOWER	PARK & RECREATION FAC	200.29
	E&E LUMBER	PAINT SUPPLIES-PAINT OUT DAY	PARK & RECREATION FAC	464.53
	E&E LUMBER	PAINT-GRAFFITI PAINT OUT DAY	PARK & RECREATION FAC	1,000.00
	E&E LUMBER		PARK & RECREATION FAC	1,287.12
71621	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00

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71621	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	124.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	160.00
71622	EMBERTON, KEVIN	CLASS REFUND	PARKS-RECREATION	15.00
71623	ENGINEERING BUSINESS	MAINTENANCE AGREEMENT	UTIL ADMIN	106.43
71624	EVERETT MUNICIPAL	BAIL POSTED	GENERAL FUND	500.00
71625	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	180.00
71626	FABER, JENNIFER	CLASS REFUND	PARKS-RECREATION	20.00
71627	FCS GROUP	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	5,652.50
71628	FLOYD, DEBBY	CLASS REFUND	PARKS-RECREATION	50.00
71629	GC SYSTEMS INC	MISC. SUPPLIES	WATER DIST MAINS	177.75
71630	GIBSON,STEVE TRUCKIN	TRUCK RENTAL	ROADWAY MAINTENANCE	375.00
	GIBSON,STEVE TRUCKIN		ROADWAY MAINTENANCE	2,656.25
71631	GLASSMAN, JACKIE	CLASS REFUND	PARKS-RECREATION	15.00
71632	GRANITE CONST CO	ASPHALT	ROADWAY MAINTENANCE	514.61
	GRANITE CONST CO		ROADWAY MAINTENANCE	728.36
	GRANITE CONST CO		ROADWAY MAINTENANCE	6,311.66
	GRANITE CONST CO		ROADWAY MAINTENANCE	31,623.56
71633	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	10,557.39
71634	H.B. JAEGER COMPANY	MISC. PARTS FOR 84TH @ 51ST	WATER CAPITAL PROJECTS	11,034.22
71635	HARRIS, VIVIAN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
71636	HD FOWLER COMPANY	RTN STIFFENER	WATER CAPITAL PROJECTS	-33.12
	HD FOWLER COMPANY	STIFFENER	WATER CAPITAL PROJECTS	14.44
	HD FOWLER COMPANY	AIR VENTS & STIFFENER	WATER CAPITAL PROJECTS	123.32
	HD FOWLER COMPANY	SOLID CORR PIPE & COUPLING	SEWER MAIN COLLECTION	172.69
	HD FOWLER COMPANY	4" PVC SEWER PIPE	WATER CAPITAL PROJECTS	187.01
	HD FOWLER COMPANY	6" PVC SEWER PIPE	WATER CAPITAL PROJECTS	574.71
71637	INDUSTRIAL SUPPLY IN	BROOM HEAD SECTIONS	STREET CLEANING	612.19
	INDUSTRIAL SUPPLY IN	GUTTER BROOMS	STREET CLEANING	636.26
71638	INFORMATION SERVICES	TELECOMMUNICATIONS	OFFICE OPERATIONS	1,121.80
71639	INTEGRA TELECOM	ACCT #769949	CRIME PREVENTION	12.14
	INTEGRA TELECOM		SOLID WASTE CUSTOMER E	12.14
	INTEGRA TELECOM		PURCHASING/CENTRAL STOF	12.48
	INTEGRA TELECOM		ANIMAL CONTROL	13.24
	INTEGRA TELECOM		LEGAL-GENL	15.54
	INTEGRA TELECOM		BUILDING MAINTENANCE	24.57
	INTEGRA TELECOM		CITY CLERK	25.13
	INTEGRA TELECOM		YOUTH SERVICES	25.89
	INTEGRA TELECOM		COMMUNITY CENTER	35.77
	INTEGRA TELECOM		RECREATION SERVICES	36.41
	INTEGRA TELECOM		EQUIPMENT RENTAL	37.43
	INTEGRA TELECOM		STORM DRAINAGE	38.97
	INTEGRA TELECOM		PERSONNEL ADMINISTRATIO	43.32
	INTEGRA TELECOM		GOLF ADMINISTRATION	54.02
	INTEGRA TELECOM		FINANCE-GENL	68.49
	INTEGRA TELECOM		LEGAL - PROSECUTION	73.16
	INTEGRA TELECOM		PARK & RECREATION FAC	75.00
	INTEGRA TELECOM		COMMUNITY DEVELOPMENT-	76.23
	INTEGRA TELECOM		EXECUTIVE ADMIN	83.31
	INTEGRA TELECOM		COMPUTER SERVICES	91.07
	INTEGRA TELECOM		POLICE ADMINISTRATION	92.36
	INTEGRA TELECOM		GENERAL SERVICES - OVERH	105.07
	INTEGRA TELECOM		UTILITY BILLING	105.26
	INTEGRA TELECOM		POLICE INVESTIGATION	117.19

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
71639	INTEGRA TELECOM	ACCT #769949	ENGR-GENL	126.46
	INTEGRA TELECOM		WASTE WATER TREATMENT	131.30
	INTEGRA TELECOM		MUNICIPAL COURTS	144.39
	INTEGRA TELECOM		OFFICE OPERATIONS	144.83
	INTEGRA TELECOM		COMMUNITY DEVELOPMENT-	192.27
	INTEGRA TELECOM		DETENTION & CORRECTION	199.59
	INTEGRA TELECOM		UTIL ADMIN	279.93
	INTEGRA TELECOM		POLICE PATROL	500.42
71640	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	COMMUNITY DEVELOPMENT	10,418.83
71641	LABOR & INDUSTRIES	L & I - 2ND QTR 2011	MUNICIPAL COURTS	66.26
	LABOR & INDUSTRIES		MUNICIPAL COURTS	91.60
	LABOR & INDUSTRIES		COMMUNITY CENTER	169.81
	LABOR & INDUSTRIES		RECREATION SERVICES	242.77
	LABOR & INDUSTRIES		POLICE PATROL	304.61
71642	LAKEWOOD SCHOOL DIST	INSTRUCTOR SERVICES	RECREATION SERVICES	1,064.00
	LAKEWOOD SCHOOL DIST		RECREATION SERVICES	1,862.00
71643	LASTING IMPRESSIONS	SUMMER CAMP SHIRTS	RECREATION SERVICES	330.65
71644	LAW ENFORCEMENT TARG	TARGETS	GENERAL FUND	-45.30
	LAW ENFORCEMENT TARG		POLICE TRAINING-FIREARMS	572.02
71645	LICENSING, DEPT OF	BOLLINGER, ROBERT (ORIGINAL-DE	GENERAL FUND	18.00
	LICENSING, DEPT OF	BRIDGES, BRITTNEY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DENNEY, RAYMOND (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HAYES, JESSICA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HAYES, SCOTTY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HERRING, DUANE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	OSTERMAN, JERALD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	POESCHEL, JACOB (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	VELASQUEZ-FLORES (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	TRENK, HENRY (LATE RENEWAL)	GENERAL FUND	21.00
71646	LICENSING, DEPT OF	DEALER LICENSE	GENERAL FUND	125.00
71647	MARYSVILLE PRINTING	BUSINESS CARDS-ELTON	POLICE PATROL	42.30
	MARYSVILLE PRINTING	WINDOW ENVELOPES	FINANCE-GENL	234.58
	MARYSVILLE PRINTING	CASE JACKETS	POLICE PATROL	651.60
71648	MARYSVILLE, CITY OF	WTR/SWR-6802 84TH ST NE	PRO-SHOP	176.72
71649	MCLOUGHLIN & EARDLEY	GUNLOCK MOUNT HINGES	ER&R	-11.50
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	145.25
71650	MILLS, MARNI	REFUND	PARKS-RECREATION	47.00
71651	MOORE MEDICAL CORP	EVIDENCE GLOVES	GENERAL FUND	-27.09
	MOORE MEDICAL CORP		POLICE PATROL	342.02
71652	MORENO, ARNOLD	INSTRUCTOR SERVICES	RECREATION SERVICES	147.00
	MORENO, ARNOLD		RECREATION SERVICES	205.80
	MORENO, ARNOLD		RECREATION SERVICES	224.00
	MORENO, ARNOLD		RECREATION SERVICES	252.00
	MORENO, ARNOLD		RECREATION SERVICES	269.50
	MORENO, ARNOLD		RECREATION SERVICES	336.00
71653	MOUNTIFIELD, LUCINDA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
71654	MULDER, ANDREA	CLASS REFUND	PARKS-RECREATION	15.00
71655	NATIONAL BARRICADE	SAFETY FENCE	SIDEWALKS MAINTENANCE	27.15
71656	NATIONAL SAFETY INC	GLOVES-JAIL	GENERAL FUND	-37.40
	NATIONAL SAFETY INC		DETENTION & CORRECTION	472.21
71657	NELSON PETROLEUM	GAS & DIESEL FUEL	MAINTENANCE	1,554.69
71658	NORTHWEST CASCADE	HONEY BUCKET	PARK & RECREATION FAC	124.50
71659	OFFICE DEPOT	CREDIT-INV#569372237001	GMA - STREET	-978.78
	OFFICE DEPOT	CREDIT-INV#570140139001	GMA - STREET	-918.41
	OFFICE DEPOT	OFFICE SUPPLIES	OFFICE OPERATIONS	10.60
	OFFICE DEPOT		UTIL ADMIN	22.69
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	34.68

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
71659	OFFICE DEPOT	OFFICE SUPPLIES	PARK & RECREATION FAC	35.97
	OFFICE DEPOT		PARK & RECREATION FAC	98.80
	OFFICE DEPOT		POLICE PATROL	164.59
	OFFICE DEPOT		GMA - STREET	324.50
	OFFICE DEPOT		GMA - STREET	535.71
	OFFICE DEPOT		GMA - STREET	918.41
	OFFICE DEPOT		GMA - STREET	978.78
71660	PACIFIC GEEK	MDC REPLACEMENT	INFORMATION SERVICES	-27.39
	PACIFIC GEEK		COMPUTER SERVICES	345.88
71661	PACIFIC NW BUSINESS	TONER	POLICE ADMINISTRATION	61.85
	PACIFIC NW BUSINESS		EXECUTIVE ADMIN	82.43
	PACIFIC NW BUSINESS		POLICE ADMINISTRATION	108.55
71662	PACIFIC POWER PROD.	HOLDER & BLADE	MAINTENANCE	27.60
	PACIFIC POWER PROD.	SEAL KIT	MAINTENANCE	76.65
	PACIFIC POWER PROD.	CIRCUIT BREAKER, SWITCH	PARK & RECREATION FAC	166.30
	PACIFIC POWER PROD.	PARTS CATALOG & MANUAL	MAINTENANCE	272.53
	PACIFIC POWER PROD.	RADIATOR COOLING FAN	PARK & RECREATION FAC	299.68
71663	PARTS STORE, THE	FLAP DISCS	PARK & RECREATION FAC	16.58
	PARTS STORE, THE	OCTANE BOOST, WRENCH	MAINTENANCE	20.95
	PARTS STORE, THE	FLAP DISCS	PARK & RECREATION FAC	27.64
	PARTS STORE, THE	WATER PUMP	EQUIPMENT RENTAL	49.17
	PARTS STORE, THE	RED DOT HEATER CONTROL VALVE	EQUIPMENT RENTAL	55.55
	PARTS STORE, THE	CLEANERS	MAINTENANCE	118.53
71664	PARTSMASER	GRINDING/SANDING DISCS	EQUIPMENT RENTAL	528.22
71665	PING	CREDIT	GOLF COURSE	-780.00
	PING		GOLF COURSE	-552.00
	PING		GOLF COURSE	-417.00
	PING		GOLF COURSE	-90.00
	PING		GOLF COURSE	-11.02
	PING		GOLF COURSE	-9.07
	PING	PING PUTTERS	GOLF COURSE	744.45
	PING	PING DRIVERS, FW METALS & HATS	GOLF COURSE	2,988.44
71666	PORTLAND PRECISION I	REPAIR TO TOPCON GR3 GPS	STORM DRAINAGE	395.00
	PORTLAND PRECISION I	REPAIR TO TOPCON FC2000	STORM DRAINAGE	941.50
71667	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	32.01
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	33.88
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	85.84
	PUD	ACCT #2020-0351-3	PUMPING PLANT	95.79
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT	164.98
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT	365.61
	PUD	ACCT #2011-4725-3	PUMPING PLANT	784.48
	PUD	ACCT #2021-7733-3	MAINT OF GENL PLANT	1,252.99
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT	1,261.92
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,287.50
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	1,520.06
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	1,974.00
	PUD	ACCT.# 2020-0499-0	LIBRARY-GENL	2,255.37
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY FAC-GENL	2,696.34
	PUD	ACCT #2015-7792-1	PUMPING PLANT	3,078.45
	PUD	ACCT. # 2014-2063-5	WASTE WATER TREATMENT	6,296.91
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT	9,729.48
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT	16,052.11
71668	PUGET SOUND SECURITY	KEYS	POLICE PATROL	4.23
71669	RADIA INC PS	INMATE MEDICAL CARE	DETENTION & CORRECTION	298.80
71670	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	UTIL ADMIN	455.00
71671	SAUK SUIATTLE INDIAN	BAIL POSTED	GENERAL FUND	375.00
71672	SIMPLOT PARTNERS	FUNGICIDE	MAINTENANCE	684.18

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/21/2011 TO 7/27/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
71673	SISKUN POWER EQUIPME	DIAPHRAM PUMP & HOSE KIT	WATER CAPITAL PROJECTS	2,055.15
71674	SMOKEY POINT CONCRET	BROKEN CONCRETE DUMP FEE	SIDEWALKS CONSTRUCTION	49.57
71675	SNAP-ON INCORPORATED	EVERPAC PORTA POWER	EQUIPMENT RENTAL	53.76
71676	SNO CO FINANCE	COUNTY FIBER CONNECTION	CENTRAL SERVICES	1,510.92
71677	SNO CO TREASURER	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	180.29
71678	SOUND PUBLISHING	LEGAL ADS	COMMUNITY DEVELOPMENT-	258.65
71679	SOUND SAFETY	JEANS-OSBORN	GENERAL SERVICES - OVERH	36.82
71680	SPORT SUPPLY GROUP	22" BASKETBALLS	RECREATION SERVICES	242.79
71681	STATE PATROL	FINGERPRINT SERVICES	COMMUNITY DEVELOPMENT-	52.00
	STATE PATROL		GENERAL FUND	154.00
71682	STRATEGIES 360	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	1,875.00
	STRATEGIES 360		GENERAL SERVICES - MAINTI	2,250.00
	STRATEGIES 360		UTIL ADMIN	3,375.00
71683	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	873.96
71684	TEES PLEASE INC	TEES	GOLF COURSE	-5.92
	TEES PLEASE INC		PRO-SHOP	74.67
	TEES PLEASE INC		GOLF COURSE	180.00
71685	TORO NSN	IRRIGATION SOFTWARE	MAINTENANCE	134.00
71686	TROXEL, CANDY	CLASS REFUND	PARKS-RECREATION	50.00
71687	TROXLER ELECTRONIC	DEACTIVATION CREDIT-ANGELL, C	SEWER CAPITAL PROJECTS	-46.00
	TROXLER ELECTRONIC	4 BADGES	GMA - STREET	408.00
71688	USSSA WASHINGTON STA	SOFTBALL FEES	RECREATION SERVICES	455.00
71689	VERIZON/FRONTIER	ACCT# 03 0275 1054427570 10	EXECUTIVE ADMIN	23.71
	VERIZON/FRONTIER	ACCT #109471572710	POLICE INVESTIGATION	56.54
	VERIZON/FRONTIER		RECREATION SERVICES	81.38
	VERIZON/FRONTIER	ACCT #102857559902	LIBRARY-GENL	104.92
71690	WAYNE'S AUTO DETAIL	DETAIL-SMOKE ODOR REMOVAL	EQUIPMENT RENTAL	233.38
71691	WESTERN EQUIPMENT	PLUG	MAINTENANCE	33.06
	WESTERN EQUIPMENT	HYDRAULIC FILTER	MAINTENANCE	40.86
	WESTERN EQUIPMENT	SEAL & O-RING	MAINTENANCE	53.53
71692	WESTERN PETERBILT	ACCELERATOR PEDAL SENSOR	EQUIPMENT RENTAL	142.78
71693	WILBUR-ELLIS	FERTILIZER	MAINTENANCE	318.74
	WILBUR-ELLIS	FUNGICIDE	MAINTENANCE	322.54
71694	WOGGE, CHESTER	USED GOLF BALLS	GOLF COURSE	90.00
71695	WRIGHT, DONNA	MILEAGE REIMBURSEMENT	CITY COUNCIL	42.96
<b>WARRANT TOTAL:</b>				<b><u>290,348.14</u></b>

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL
- UNCLAIMED PROPERTY

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: August 9, 2011**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **August 3, 2011** claims in the amount of **\$1,144,522.92** paid by **Check No.'s 71696 through 71859.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-8**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,144,522.92 PAID BY CHECK NO.'S 71696 THROUGH 71859** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

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AUDITING OFFICER

DATE

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MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **3RD DAY OF AUGUST 2011.**

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/28/2011 TO 8/3/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
71696	AALBU, TAMSIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
71697	ACERO, OMAR		GENERAL FUND	100.00
71698	ADVANTAGE	CAR CHARGERS	ER&R	131.33
71699	AGRITURF	TURF/SOD	PARK & RECREATION FAC	41.22
71700	ALBERTSONS	SUPPLY REIMBURSEMENT	DETENTION & CORRECTION	217.97
71701	AMSAN SEATTLE	JANITORIAL SUPPLIES - PW SHOP	MAINT OF GENL PLANT	136.66
71702	ANDERSON, ROBERT C	UB 850480000001 8001 59TH AVE	WATER/SEWER OPERATION	58.30
71703	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	41.34
71704	ASL INTERPRETER NETW	INTERPRETER SERVICES	COURTS	322.22
71705	AT BATTERY COMPANY	REPLACEMENT LAPTOP BATTERIES	INFORMATION SERVICES	-21.93
	AT BATTERY COMPANY		COMPUTER SERVICES	276.87
71706	AVAGIMOVA, KARINE	INTERPRETER SERVICES	COURTS	125.00
71707	BAG BOY	CREDIT	GOLF COURSE	-78.00
	BAG BOY	QUAD PUSH CART	GOLF COURSE	258.00
71708	BAILEY, KELLY	JURY DUTY	COURTS	13.33
71709	BALDONO, ALEX L	UB 761282491401 7725 63RD ST N	WATER/SEWER OPERATION	19.66
71710	BEAR, JOYCE	JURY DUTY	COURTS	14.44
71711	BOB BARKER COMPANY	INMATE PENCILS	DETENTION & CORRECTION	185.81
71712	BRADE, CONARD	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
71713	BUELL, DOUG	PHOTO CREDIT REIMBURSEMENT	EXECUTIVE ADMIN	79.00
71714	BURGOYNE, DIXIE	JURY DUTY	COURTS	17.77
71715	BURKE-DARROW, INC.	IRRIGATION PROJECT-STRAWBERRY	PARK & RECREATION FAC	11,243.36
71716	BURMAN, RUTH	UB 871300000000 5012 74TH PL N	WATER/SEWER OPERATION	99.10
71717	CALLAWAY GOLF	RENTAL SETS	GOLF COURSE	-52.29
	CALLAWAY GOLF		PRO-SHOP	660.29
71718	CARD, KEVIN & SHEILA	UB 521152100001 3906 174TH PL	WATER/SEWER OPERATION	187.17
71719	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
	CARDWELL, IRATXE		COURTS	125.00
71720	CARRS ACE	MISC. PARTS	STREET LIGHTING	59.42
	CARRS ACE	SUPPLIES FOR WWTP LAWN PROJECT	WASTE WATER TREATMENT	87.88
	CARRS ACE	MISC. PADLOCKS	ER&R	449.06
71721	CASCADE NATURAL GAS	NATURAL GAS SERVICE	WATER FILTRATION PLANT	1,019.97
71722	CEMEX	ASPHALT	WATER CAPITAL PROJECTS	275.18
71723	CITIES & TOWNS	SNO CO CITIES DINNER	EXECUTIVE ADMIN	105.00
	CITIES & TOWNS		CITY COUNCIL	210.00
71724	CLARK OFFICE PRODUCT	WARRANT OF ARREST	MUNICIPAL COURTS	911.69
71725	CLICK2MAIL	POSTAGE REIMBURSEMENT	COMMUNITY DEVELOPMENT-	858.64
71726	COMCAST	ACCT.# 8498 31 002 0001355	BAXTER CENTER APPRE	49.06
71727	COMMOTION PROMOTION	CERTIFICATE COVERS	EXECUTIVE ADMIN	712.05
71728	COOP SUPPLY	PEAT MOSS & TIE WIRE	GMA - STREET	35.72
71729	CURRY, CHERYL	UB 970840000000 1824 GROVE ST	GARBAGE	8.58
	CURRY, CHERYL		WATER/SEWER OPERATION	12.68
71730	D & S SPECIALTY PROD	INSTALL BLACK NETTING	MAINT OF GENL PLANT	14,081.70
71731	DANITSCHKEK, SUE	UB 984820000000 4820 67TH DR N	WATER/SEWER OPERATION	81.35
71732	DAY WIRELESS SYSTEMS	PINPOINT X MODEM INSTALL	TRIBAL GAMING-GENL	266.08
	DAY WIRELESS SYSTEMS		TRIBAL GAMING-GENL	267.55
	DAY WIRELESS SYSTEMS		TRIBAL GAMING-GENL	267.55
71733	DB SECURE SHRED	SHREDDING SERVICES	PROBATION	16.45
	DB SECURE SHRED		MUNICIPAL COURTS	49.38
71734	DELL	CREDIT-ITEM RETURNED	COMPUTER SERVICES	-266.06
	DELL	POWER SUPPLY REPLACEMENT	GMA - STREET	103.16
	DELL	MONITORS (2)	STORM DRAINAGE	107.29
	DELL		SEWER MAIN COLLECTION	107.30
	DELL	MONITOR	GMA - STREET	214.58
	DELL	MONITORS (2)	PROBATION	214.58
	DELL	LAPTOP SCREEN REPLACEMENT	COMPUTER SERVICES	266.06
71735	DENNIS, ELDON	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	436.00



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/28/2011 TO 8/3/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
71736	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	114.00
71737	DIAMOND B CONSTRUCT	INSTALL NEW THERMASTAT	ADMIN FACILITIES	430.36
	DIAMOND B CONSTRUCT	REPLACE EXPANSION VALVE	COMMUNITY CENTER	1,578.03
71738	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	43.44
71739	DIXON, VONGSARIN	JURY DUTY	COURTS	17.77
71740	DOLAN, BASIL		COURTS	15.55
71741	DUNLAP INDUSTRIAL	WRECKING BAR & BUNGEEES	BUILDING MAINTENANCE	48.98
	DUNLAP INDUSTRIAL	AIR FILTER, CLEANER, ETC	EQUIPMENT RENTAL	72.21
	DUNLAP INDUSTRIAL	TWINE WEED EATER HEADS	ER&R	130.00
71742	DYER, ROBERT L	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	643.93
71743	E&E LUMBER	SPLASH BLOCK, FASTNERS	PARK & RECREATION FAC	9.76
	E&E LUMBER	DRIP PANS-WILLIAMS HOUSE	MAINT OF GENL PLANT	11.50
	E&E LUMBER	GARAGE DOOR LOCK	UTIL ADMIN	16.28
	E&E LUMBER	DRIP PANS-WILLIAMS HOUSE	NON-DEPARTMENTAL	21.46
	E&E LUMBER	SIGNS & RAGS	BUILDING MAINTENANCE	21.69
	E&E LUMBER	LAWN FOOD	PARK & RECREATION FAC	35.82
	E&E LUMBER	FLOOD LIGHT	PARK & RECREATION FAC	47.50
	E&E LUMBER	SUPPLIES	POLICE TRAINING-FIREARMS	49.66
	E&E LUMBER	MISC. HARDWARE	PARK & RECREATION FAC	54.17
	E&E LUMBER	STAIN, PAINT BRUSHES	PARK & RECREATION FAC	54.27
	E&E LUMBER	FLOOD LIGHT	PARK & RECREATION FAC	73.69
	E&E LUMBER	GLOVES, OIL, SPRAY, ETC	STORM DRAINAGE	139.64
71744	EAGLEBERGER, YUKI	JURY DUTY	COURTS	15.00
71745	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	160.00
71746	ENGINEERING BUSINESS	LARGE COPY PAPER	COMMUNITY DEVELOPMENT-	84.24
	ENGINEERING BUSINESS		UTIL ADMIN	84.24
	ENGINEERING BUSINESS		ENGR-GENL	84.25
71747	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	244.80
	EVERETT, CITY OF	ANIMALS TO SHELTER-JUNE 2011	ANIMAL CONTROL	6,805.00
71748	EVERGREEN SECURITY	MONITORING SERVICES	COURT FACILITIES	117.00
	EVERGREEN SECURITY	SERVICE CALL	PUBLIC SAFETY FAC-GENL	135.75
71749	FERRELLGAS	PROPANE-74.2 GAL	ROADWAY MAINTENANCE	86.42
	FERRELLGAS		TRAFFIC CONTROL DEVICES	86.42
	FERRELLGAS		WATER SERVICE INSTALL	86.42
	FERRELLGAS		SOLID WASTE OPERATIONS	86.42
71750	FLOYD, DEBBY	REFUND	PARKS-RECREATION	45.00
71751	FROTHINGHAM, DONALD	JURY DUTY	COURTS	18.88
71752	GBS LLC	UB 690059000000 3613 83RD PL N	WATER/SEWER OPERATION	10.12
71753	GBS LLC	UB 775621800000 5621 80TH AVE	WATER/SEWER OPERATION	27.04
71754	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT	3,290.92
71755	GOVCONNECTION INC	MISC. SUPPLIES	COMPUTER SERVICES	36.65
	GOVCONNECTION INC	CAR CHARGERS	POLICE ADMINISTRATION	110.23
	GOVCONNECTION INC	PRINTER & SWITCH	GMA - STREET	193.30
	GOVCONNECTION INC	MEMORY UPGRADE	COMMUNITY DEVELOPMENT-	345.57
	GOVCONNECTION INC	VIRTUAL IMAGE DRIVES	CENTRAL SERVICES	1,876.61
71756	GREENSHIELDS	COPPER TUBING, SLEEVE	WASTE WATER TREATMENT	30.71
71757	GRIMSBY, ERIC & PATR	UB 761301257201 7611 80TH AVE	WATER/SEWER OPERATION	224.99
71758	GUERREN, ZOILA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
71759	GUY, KRISTIE	MILEAGE REIMBURSEMENT	PERSONNEL ADMINISTRATIO	49.92
71760	GUY, KRISTIE	CLASS REFUND	PARKS-RECREATION	25.00
71761	HASLER, INC	POSTAGE MACHINE LEASE	PROBATION	123.80
	HASLER, INC		MUNICIPAL COURTS	371.42
71762	HASLER, INC	POSTAGE	MAINTENANCE	0.65

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/28/2011 TO 8/3/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
71762	HASLER, INC	POSTAGE	PERSONNEL ADMINISTRATIO	1.20
	HASLER, INC		LEGAL-GENL	2.39
	HASLER, INC		UTIL ADMIN	3.38
	HASLER, INC		UTILITY BILLING	5.80
	HASLER, INC		PARK & RECREATION FAC	6.27
	HASLER, INC		COMMUNITY DEVELOPMENT-	6.46
	HASLER, INC		EXECUTIVE ADMIN	6.94
	HASLER, INC		FINANCE-GENL	9.65
	HASLER, INC		POLICE ADMINISTRATION	12.77
71763	HD FOWLER COMPANY	SOLENOIDS	PARK & RECREATION FAC	61.25
	HD FOWLER COMPANY	QUICK JOINTS, FITTINGS	WATER/SEWER OPERATION	455.85
	HD FOWLER COMPANY	MISC. COUPLINGS & METER STOPS	WATER/SEWER OPERATION	492.83
	HD FOWLER COMPANY	GRIPPER PLUGS & COUPLINGS	WATER CAPITAL PROJECTS	513.36
	HD FOWLER COMPANY	MISC. SUPPLIES	WATER CAPITAL PROJECTS	4,889.07
	HD FOWLER COMPANY	MISC SUPPLIES	WATER CAPITAL PROJECTS	11,573.25
71764	HILINE	MISC. SCREWS, WASHERS, ETC.	EQUIPMENT RENTAL	291.75
71765	HOME DEPOT	WASH HOSE	MAINTENANCE	31.24
71766	HUNING, MICHAEL AND	UB 760960229003 5915 68TH DR N	WATER/SEWER OPERATION	8.17
71767	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	103.19
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
71768	INGHAM, LEOTA	UB 091920000000 4925 92ND ST N	WATER/SEWER OPERATION	22.20
71769	JACOBS, JOHN	UB 751625040009 7305 56TH PL N	WATER/SEWER OPERATION	214.80
71770	JACOBSON, LYNETTE &	UB 100210000001 9018 47TH DR N	WATER/SEWER OPERATION	123.16
71771	JACQUELINE RIDGE LLC	UB 848667830000 8667 83RD ST N	WATER/SEWER OPERATION	59.36
71772	JOHNSON, BRADLEY	JURY DUTY	COURTS	11.11
71773	KESSELRINGS	AMMUNITION	POLICE TRAINING-FIREARMS	7.05
	KESSELRINGS		POLICE TRAINING-FIREARMS	74.13
71774	KILGORE, JUDITH	JURY DUTY	COURTS	12.78
71775	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	747.60
71776	L.E.E.D.	SUPPLIES	DRUG ENFORCEMENT	918.59
71777	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	395.00
71778	LERVICK, YVONNE	REFUND	PARKS-RECREATION	45.00
71779	LICENSING, DEPT OF	OLIPHANT, ROBERT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	OSTER, KENNETH (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ROBISON, MARTINA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SMITH, JAMES (ORIGINAL)	GENERAL FUND	18.00
71780	LINKS TURF SUPPLY	HUMIC ACID & SUPPLIES	MAINTENANCE	360.55
71781	LISOVOY, VYAGHESLAV	UB 656001000000 6011 83RD ST N	WATER/SEWER OPERATION	134.10
71782	LOWE, DIANNE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
71783	LUTZ, TRACY	JURY DUTY	COURTS	11.39
71784	MAAS, JILL		COURTS	12.22
71785	MAILFINANCE	POSTAGE MACHINE LEASE	CITY CLERK	22.93
	MAILFINANCE		EXECUTIVE ADMIN	22.93
	MAILFINANCE		FINANCE-GENL	22.93
	MAILFINANCE		PERSONNEL ADMINISTRATIO	22.93
	MAILFINANCE		UTILITY BILLING	22.93
	MAILFINANCE		LEGAL - PROSECUTION	22.93
	MAILFINANCE		COMMUNITY DEVELOPMENT-	22.93
	MAILFINANCE		ENGR-GENL	22.93
	MAILFINANCE		UTIL ADMIN	22.93
	MAILFINANCE		POLICE INVESTIGATION	22.93
	MAILFINANCE		POLICE PATROL	22.94
	MAILFINANCE		DETENTION & CORRECTION	22.94
	MAILFINANCE		OFFICE OPERATIONS	22.94
	MAILFINANCE		POLICE ADMINISTRATION	22.94
71786	MARTIN, BARBARA	JURY DUTY	COURTS	15.55

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/28/2011 TO 8/3/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
71787	MARTINI, KALYN J	UB 656606000000 6606 105TH ST	WATER/SEWER OPERATION	113.05
71788	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-GENL	223,268.21
	MARYSVILLE FIRE DIST		FIRE-GENL	622,650.42
71789	MARYSVILLE PRINTING	FORMS	POLICE PATROL	162.90
71790	MCGRATH ESCROW INC	UB 760960218402 6818 59TH PL N	WATER/SEWER OPERATION	30.00
71791	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	49.00
71792	MULLIGAN, CAROL	MILEAGE REIMBURSEMENT	COMMUNITY DEVELOPMENT-	20.43
71793	MUNN, SHERRY	UB 986403000000 6403 33RD PL N	WATER/SEWER OPERATION	145.42
71794	NATIONAL BARRICADE	ROAD CLOSED SIGNS	TRANSPORTATION MANAGEM	152.04
71795	NEHRING, JON	MEETING REIMBURSEMENT	EXECUTIVE ADMIN	5.00
71796	NELSON PETROLEUM	RED TAC GREASE	ROADSIDE VEGETATION	248.39
	NELSON PETROLEUM		EQUIPMENT RENTAL	587.10
71797	NORTH COAST ELECTRIC	HPS FIXTURE	STREET LIGHTING	142.05
71798	NORTH SOUND HOSE	HOSE & FITTINGS	WATER CAPITAL PROJECTS	518.80
71799	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	2,962.61
71800	NORTHWEST CASCADE	HONEY BUCKET	PARK & RECREATION FAC	151.30
	NORTHWEST CASCADE		COMMUNITY CENTER	210.00
	NORTHWEST CASCADE		RECREATION SERVICES	225.35
	NORTHWEST CASCADE		RECREATION SERVICES	225.35
71801	NORTON, WORTH	SUPPLY REIMBURSEMENT	INFORMATION SERVICES	-31.12
	NORTON, WORTH		COMPUTER SERVICES	75.00
	NORTON, WORTH		COMPUTER SERVICES	345.00
	NORTON, WORTH		IS REPLACEMENT ACCOUNTS	463.45
71802	OFFICE DEPOT	OFFICE SUPPLIES	BUILDING MAINTENANCE	3.25
	OFFICE DEPOT		EQUIPMENT RENTAL	3.25
	OFFICE DEPOT		DETENTION & CORRECTION	13.38
	OFFICE DEPOT		UTIL ADMIN	15.15
	OFFICE DEPOT		UTIL ADMIN	33.75
	OFFICE DEPOT		ENGR-GENL	39.20
	OFFICE DEPOT		ENGR-GENL	43.57
	OFFICE DEPOT		UTIL ADMIN	52.46
	OFFICE DEPOT		EXECUTIVE ADMIN	63.48
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	77.62
	OFFICE DEPOT		EXECUTIVE ADMIN	106.47
	OFFICE DEPOT		POLICE PATROL	157.57
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	193.88
71803	OPTICS PLANET INC.	HOLSTERS	POLICE PATROL	884.00
71804	ORTON, MARY	JURY DUTY	COURTS	15.55
71805	PACIFIC POWER BATTER	REPLACEMENT BATTERIES	TRANSPORTATION MANAGEM	137.92
71806	PARKER, WAYNE	UB 757806000000 7806 85TH ST N	WATER/SEWER OPERATION	6.10
71807	PARTS STORE, THE	SEPENTINE BELT	EQUIPMENT RENTAL	27.82
	PARTS STORE, THE	SPARK PLUGS	EQUIPMENT RENTAL	32.84
	PARTS STORE, THE	MISC. OIL & AIR FILTERS	ER&R	221.50
	PARTS STORE, THE	MISC. FILTERS, LIGHT BULBS	ER&R	302.18
71808	PATRICKS PRINTING	FORMS	MUNICIPAL COURTS	409.15
71809	PEAVEY,LYNN COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	340.33
71810	PERKINS COIE	LEGAL FEES	WASTE WATER TREATMENT	751.42
71811	PETROCARD SYSTEMS	FUEL CONSUMED	EQUIPMENT RENTAL	79.56
	PETROCARD SYSTEMS		STORM DRAINAGE	98.37
	PETROCARD SYSTEMS		COMPUTER SERVICES	111.69
	PETROCARD SYSTEMS		BUILDING MAINTENANCE	189.73
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	361.95
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,097.30
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	1,922.90
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,131.91
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,283.37
	PETROCARD SYSTEMS		POLICE PATROL	7,460.15

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/28/2011 TO 8/3/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
71812	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
71813	PREVIEW PROPERTIES	UB 761803000001 6825 67TH PL N	WATER/SEWER OPERATION	62.25
71814	PSSP - PUGET SOUND	SECURITY SERVICES	PROBATION	753.38
	PSSP - PUGET SOUND		MUNICIPAL COURTS	2,260.12
71815	PUD	ACCT #2023-7865-9	MAINT OF GENL PLANT	31.25
	PUD	ACCT #2016-7213-6	SEWER LIFT STATION	41.77
	PUD	ACCT #2006-5074-5	TRANSPORTATION MANAGEN	52.42
	PUD	ACCT #2020-0032-9	PARK & RECREATION FAC	53.83
	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	57.11
	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	59.64
	PUD	ACCT #2027-2901-8	TRANSPORTATION MANAGEN	60.83
	PUD	ACCT #2030-0516-0	STREET LIGHTING	78.70
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEN	80.19
	PUD	ACCT #2008-2727-7	TRANSPORTATION MANAGEN	107.13
	PUD	ACCT #2025-5745-0	STREET LIGHTING	120.24
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEN	130.21
	PUD	ACCT #2021-4311-1	TRANSPORTATION MANAGEN	136.02
	PUD	ACCT #2024-6354-3	SEWER LIFT STATION	147.11
	PUD	ACCT #2032-3100-6	TRANSPORTATION MANAGEN	197.66
	PUD	ACCT #2002-2385-7	PARK & RECREATION FAC	364.09
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	370.78
	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	376.33
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	500.28
	PUD	ACCT #2005-8648-5	SEWER LIFT STATION	1,338.17
71816	RADIOSHACK	OUTLET CAR ADAPTERS	EQUIPMENT RENTAL	124.49
71817	REAL ESTATE BUNDLE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
71818	RECREATION & PARK	REGISTRATION-MIZELL	RECREATION SERVICES	109.00
71819	RICCI, KEVIN	UB 800374030000 6727 58TH DR N	WATER/SEWER OPERATION	10.63
71820	ROBBINS, TAMARA	INSTRUCTOR SERVICES	COMMUNITY CENTER	304.20
71821	ROBINSON, MIKE	SHOE CLEANING STATION	GOLF COURSE	-25.51
	ROBINSON, MIKE	GRAFFITI PAINT OUT DAY SUPPLIE	PARK & RECREATION FAC	38.63
	ROBINSON, MIKE	SHOE CLEANING STATION	MAINTENANCE	322.04
71822	ROE, CHELSEY	WITNESS FEES	MUNICIPAL COURTS	15.50
71823	RONDONA, KERRI	JURY DUTY	COURTS	15.55
71824	ROTH, GERALDINE		COURTS	15.55
71825	ROTHFUS, BRITTIANY &	UB 245712123000 5712 123RD PL	WATER/SEWER OPERATION	24.12
71826	RUSDEN, JOHN	PROTEM SERVICES	MUNICIPAL COURTS	740.00
	RUSDEN, JOHN		MUNICIPAL COURTS	740.00
71827	SAHLSTROM, JILL	INSTRUCTOR SERVICES	RECREATION SERVICES	70.80
71828	SCHOOL RESOURCE	DUES-WHITE	POLICE PATROL	40.00
71829	SCHROEDER, LYNN	SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	74.73
71830	SEATTLE PUMP & EQUIP	02/06 SPIN HEAD	WATER CAPITAL PROJECTS	1,009.98
71831	SIMPLOT PARTNERS	WETTING AGENT	MAINTENANCE	847.08
71832	SMALL, THOMAS	JURY DUTY	COURTS	15.55
71833	SMOKEY POINT CONCRET	PIT RUN	WATER CAPITAL PROJECTS	1,451.65
	SMOKEY POINT CONCRET		WATER CAPITAL PROJECTS	1,898.10
71834	SNO CO PUBLIC WORKS	REPAIR ENGINE	EQUIPMENT RENTAL	1,057.18
	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	117,257.00
71835	SNOW, JOAN	JURY DUTY	COURTS	11.67
71836	SOLID WASTE SYSTEMS	ARM FORK CYLINDER	EQUIPMENT RENTAL	1,878.48
71837	SOUND SAFETY	MISC. SHIRTS	ER&R	317.66
	SOUND SAFETY	EARPLUGS & GLOVES	ER&R	408.48
71838	SPRINGBROOK NURSERY	MEDIUM BARK	PARK & RECREATION FAC	22.89
71839	STATE AUDITORS OFFIC	AUDIT PERIOD 10-10	NON-DEPARTMENTAL	12,578.43
	STATE AUDITORS OFFIC		ADMIN-FINANCE	12,578.43
71840	STEFOGLO, ALEKSANDR	UB 420750166500 16507 41ST DR	WATER/SEWER OPERATION	189.71
71841	STRICKLAND, JAMES	SUPPLY REIMBURSEMENT	DETENTION & CORRECTION	56.21

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/28/2011 TO 8/3/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
71842	STUBRUD, LAWRENCE	JURY DUTY	COURTS	13.44
71843	SUMMIT LAW GROUP, LL	PROFESSIONAL SERVICES	PERSONNEL ADMINISTRATIO	1,496.57
71844	SUNRISE ENVIRONMENT	WIPE OFF GRAFFITI REMOVER	ER&R	389.71
71845	TARPLEY, CAROLINE	REFUND	PARKS-RECREATION	25.00
71846	THE CARLSON GROUP/	UB 761282491701 7721 63RD ST N	WATER/SEWER OPERATION	96.02
71847	TOWERS, LORRIE	DRY CLEANING REIMBURSEMENT	MUNICIPAL COURTS	12.22
71848	TYACKE, KEN	MEAL REIMBURSEMENT	TRAINING	15.00
71849	TYLER, SETH	UB 042500000002 6310 95TH PL N	WATER/SEWER OPERATION	77.83
71850	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	91.09
71851	UNITED PIPE & SUPPLY	WATER MAIN PARTS	UTILITY CONSTRUCTION	-1,671.26
	UNITED PIPE & SUPPLY		WATER CAPITAL PROJECTS	21,104.48
71852	UNITED WAY	SPIRIT BREAKFAST	EXECUTIVE ADMIN	300.00
71853	VERIZON/FRONTIER	ACCT #102241136800	MUNICIPAL COURTS	53.82
	VERIZON/FRONTIER	ACCT #102954091901	UTIL ADMIN	53.82
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	53.82
	VERIZON/FRONTIER	ACCT #103441136808	MUNICIPAL COURTS	53.82
	VERIZON/FRONTIER	ACCT. # 03 0278 1025645669 04	PARK & RECREATION FAC	55.64
71854	VERIZON/FRONTIER	ACCT. # 971967546-00001	IS REPLACEMENT ACCOUNTS	-742.93
	VERIZON/FRONTIER		TRIBAL GAMING-GENL	-434.56
	VERIZON/FRONTIER		LEGAL-GENL	43.01
	VERIZON/FRONTIER		ENGR-GENL	54.83
	VERIZON/FRONTIER		MUNICIPAL COURTS	54.83
	VERIZON/FRONTIER		FINANCE-GENL	54.83
	VERIZON/FRONTIER		POLICE ADMINISTRATION	54.83
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	54.83
	VERIZON/FRONTIER	ACCT. #970766244-0001	IS REPLACEMENT ACCOUNTS	62.72
	VERIZON/FRONTIER	ACCT. # 971967546-00001	EXECUTIVE ADMIN	109.66
	VERIZON/FRONTIER		LEGAL - PROSECUTION	109.66
	VERIZON/FRONTIER		UTIL ADMIN	129.05
	VERIZON/FRONTIER		IS REPLACEMENT ACCOUNTS	203.47
	VERIZON/FRONTIER	ACCT. #970766244-0001	METER READING	416.32
	VERIZON/FRONTIER	ACCT. # 971967546-00001	TRIBAL GAMING-GENL	2,153.03
	VERIZON/FRONTIER		IS REPLACEMENT ACCOUNTS	4,234.98
71855	WALLACE, DONNA	UB 570705550001 2720 179TH PL	WATER/SEWER OPERATION	200.00
71856	WCIA	NOTARY BOND FEE-HESS	CITY CLERK	50.00
	WCIA	NOTARY BOND FEE-LANGDON	FINANCE-GENL	50.00
	WCIA	NOTARY BOND FEE-O'BRIEN	CITY CLERK	50.00
	WCIA	NOTARY BOND FEE-SCHROEDER	EXECUTIVE ADMIN	50.00
71857	WILDLIFE CONTROL SUP	KETCH ALL POLE	GENERAL FUND	-10.20
	WILDLIFE CONTROL SUP		ANIMAL CONTROL	128.71
71858	WOLFE FIRE PROTECTIO	SERVICE CALL	PUBLIC SAFETY FAC-GENL	380.10
71859	YMCA	FACILITY USAGE-SUMMER CAMP	RECREATION SERVICES	150.00
<b>WARRANT TOTAL:</b>				<b><u>1,144,522.92</u></b>

**REASON FOR VOIDS:**

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL
- UNCLAIMED PROPERTY

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: August 9, 2011**

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

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the August 5, 2011 payroll in the amount \$1,384,672.12 Check No.'s 24554 through 24613 with Check No. 24065 voided and reissued with Check No. 24553.

**COUNCIL ACTION:**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** August 9, 2011

<b>AGENDA ITEM:</b> Snohomish County HOME Consortium Interlocal Cooperation Agreement Among Snohomish County, the City of Everett and the City of Marysville for Program Years 2012 through 2014	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Gloria Hirashima, Chief Administrative Officer	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS</b> 1. Interlocal Agreement	<b>APPROVED BY:</b>	
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

The City of Marysville is eligible to receive and administer the Community Development Block Grant funds allocated to the community. In the past, the City has participated in the Urban County Consortium with Snohomish County and cities who were not eligible to self administer the program. Since the City is over 50,000, Marysville is allowed to maintain its own non-housing community development plan and program. Marysville will continue to access housing funds through a consortium with Snohomish County. This will ensure the dollars stay within Snohomish County, and potentially Marysville. Marysville will continue to have a representative on the technical advisory committee so will be an active participant in program decisions.

<b>RECOMMENDED ACTION:</b> Authorize Mayor to sign the Interlocal agreement.
<b>COUNCIL ACTION:</b>

After Recording Return to:

Office of Housing and Community Development  
Snohomish County Human Services Department  
3000 Rockefeller Avenue, M/S 305  
Everett, WA 98201  
Attention: Dean Weitenhagen, OHCD Supervisor

SNOHOMISH COUNTY HOME CONSORTIUM  
INTERLOCAL COOPERATION AGREEMENT  
AMONG SNOHOMISH COUNTY, THE CITY OF EVERETT  
AND THE CITY OF MARYSVILLE  
FOR PROGRAM YEARS 2012 THROUGH 2014

WHEREAS, the federal government has enacted the Cranston-Gonzalez National Affordable Housing Act, Pub. L. No. 101-625, which by Title II created the HOME Investment Partnerships Program (“HOME Program”) administered by the United States Department of Housing and Urban Development (“HUD”) through regulations at Title 24 Code of Federal Regulations (“CFR”) Part 92 (the “HOME Regulations”); and

WHEREAS, the HOME Regulations allow units of general local government to form consortia for purposes of obtaining funds under the HOME Program; and

WHEREAS, Snohomish County, a political subdivision of the State of Washington (the “County”), the City of Everett, a municipal corporation of the State of Washington (“Everett”), and the City of Marysville, a municipal corporation of the State of Washington (“Marysville” and, collectively with Everett, the “Cities”), are geographically contiguous units of local government eligible to form a consortium under the HOME Regulations; and

WHEREAS, Chapter 39.34 RCW (the “Interlocal Cooperation Act”) permits local governmental units to enter into agreements to cooperate for certain beneficial purposes if authorized to each; and

HOME CONSORTIUM INTERLOCAL AGREEMENT AMONG  
SNOHOMISH COUNTY, CITY OF EVERETT AND CITY OF  
MARYSVILLE FOR PROGRAM YEARS 2012 THROUGH 2014

Page 1 of 8



WHEREAS, the County, Everett and Marysville have determined that forming a consortium will increase the level of HOME Program funds potentially available for use within Snohomish County, and thereby increase the combined ability of the Cities and the County to assist in meeting the affordable housing needs of the population;

NOW, THEREFORE, the County, Everett, and Marysville, pursuant to the Interlocal Cooperation Act and in consideration of the mutual promises and covenants hereinafter set forth, agree as follows:

### Section 1. Definitions

A. "Agreement" means this Snohomish County HOME Consortium Interlocal Cooperation Agreement among Snohomish County, the City of Everett and the City of Marysville for Program Years 2012 through 2014.

B. "City" means either Everett or Marysville.

C. "Consortium" means the arrangement formed by this Agreement.

D. "Consortium HOME Program" means all of the activities assisted with HOME funds received from HUD as a result of this Agreement.

E. "Member" means any of the County, Everett or Marysville, all units of general local government and signatories to this Agreement.

F. "Representative Member" means the County, designated herein to act in a representative capacity for the Consortium to HUD, to receive the HOME grants from HUD, to administer the Consortium's HOME Program, including funding for the American Dream Downpayment Initiative ("ADDI"), and to be responsible to HUD for compliance by the HOME Consortium with the HOME Regulations, including but not limited to the federal Consolidated Plan regulations at 24 CFR Part 91 (the "Consolidated Plan Regulations") and 24 CFR Part 92 (the "HOME Investment Partnerships Program" regulations).

### Section 2. General Provisions

A. The Members agree to form a consortium to cooperate in undertaking or assisting in undertaking housing assistance activities in compliance with the federal HOME statute and the HOME Regulations.

B. The Members agree to cooperate in maintaining compliance by the Consortium with the Consolidated Plan Regulations. The Members acknowledge and agree that:

(i) Each City is allowed by the Consolidated Plan Regulations to maintain its own citizen participation process and housing and community development policies;

(ii) Everett is allowed by the Consolidated Plan Regulations to maintain its own non-housing community development plan and program and Community Development Block Grant allocation process; and

(iii) Marysville is allowed by the Consolidated Plan Regulations to maintain its own non-housing community development plan and program specific to the requirements of administering Community Development Block Grant allocation process.

C. Each of the Cities agrees that its separate processes and procedures comply or, with respect to Marysville, will when adopted comply with the Consolidated Plan Regulations.

D. Each of the Cities shall also cooperate with the County in conducting countywide citizen participation, planning, and programming, as necessary for the County to submit to HUD a Consolidated Plan for the Consortium which complies with the Consolidated Plan Regulations.

E. The Members agree that each shall affirmatively support fair housing in compliance with all applicable statutes and regulations.

### Section 3. Administration of HOME Funds

A. The County is designated the Representative Member of the Consortium and shall perform the duties and responsibilities described in this Agreement, including but not limited to those referred to in Section 1F of this Agreement.

B. Allocation of HOME funds received by the County on behalf of the Consortium shall be administered by the County. Final approval of all fund awards shall be by the County, as is required of the Representative Member. The County shall consult with Everett in the planning and conduct of the solicitation and selection processes for awarding and allocating funds, including funds for Community Housing Development Organization (“CHDO”) sponsored projects and for CHDO operating costs. The County shall review, select, award and enter into contracts with sub-recipients associated with projects or programs situated within geographical boundaries of Marysville.

(i) Set-aside; project selection. The Members acknowledge and agree that a proportion of the available funds, calculated as follows, shall be awarded to eligible project proposals selected by Everett in which Everett may function as the operating entity: Of the gross amount of each annual HOME allocation by HUD to the County, 21

percent (21%) shall be allocated for eligible projects selected by Everett. Funds may be used for eligible project costs pursuant to 24 CFR § 92.206. Marysville will not have an established set-aside for HOME funds; instead, the HOME funds attributable to projects and programs located within the geographic boundaries of Marysville will be administered by the County as the Representative Member.

(ii) Matching contributions. In regard to non-federal matching contributions (“match”) required by 24 CFR §§ 92.218 through 92.221, generally in each year Everett shall assure that the required match is met by projects of its choosing. The County shall assure the provision of the match required for all other projects, including those within the geographic boundaries of Marysville. However, match in excess of the minimum requirements for either category of projects may be pooled or shared by agreement of the Members. Match credits from a program or project attributable directly and principally to the action of the County or one of the Cities, respectively, shall be assigned and counted accordingly. Match credits which result from the substantially co-equal joint action of two of the Members, or which otherwise cannot be clearly assigned to one or the other of two Members, shall be pooled and shared or separately assigned, as agreed by the involved Members. Any net year-end surplus match credit available to carry forward shall be attributed and utilized in the subsequent year or years in the same manner provided in this subsection.

(iii) Program income. Any Program Income, as defined in the HOME Regulations, that is generated in a given Program Year by HOME-funded activities for which Everett is the operating entity shall, at Everett’s option, either be applied to continuation of the same specific activity from which it is generated or be added in the following Program Year (as defined in paragraph E below) to the amount of HOME funds constituting Everett’s share as described in Section 3B(i) above. Other Program Income received by the County shall be added in the following Program Year to the balance of funds remaining for allocation after Everett’s share is calculated. Program Income associated with projects located within Marysville will be included in the Program Income in the balance of funds remaining to the County in the following Program Year.

(iv) TAC and PAB. The Members acknowledge and agree that the Urban County Consortium Policy Advisory Board (“PAB”) and Technical Advisory Committee (“TAC”) created by a separate interlocal agreement between the County and the individual participating municipalities shall be in effect with regard to the HOME Program under this Agreement and projects selected for funding that do not fall under Section 3A(i). Under Section 12 of that separate interlocal agreement, Marysville is entitled to, and shall appoint, one (1) representative to the TAC. Under Section 9 of that separate interlocal agreement, The Mayor or a Council member of Marysville shall be eligible for appointment to the PAB (a) by all participating units of local government whose population, independently, is 10,000 or greater and (b) by all participating units

of local government to be the member at large. Other members of the TAC and the PAB shall be selected as provided by Sections 12 and 9, respectively, of that separate interlocal agreement.

C. Each of the Cities agrees to cooperate in providing to the County reports, documentation, and information reasonably necessary to permit the County to comply with the applicable HOME Regulations and Consolidated Plan Regulations.

D. This initial term of this Agreement shall be coextensive with the federal Fiscal Years 2012, 2013 and 2014. As required by Section IIIB(5) of HUD Notice CPD-08-01 issued February 11, 2008 (the "HUD Notice"), (i) this Agreement must, at a minimum remain in effect until the HOME funds from each of those federal Fiscal Years are expended on eligible activities and (ii) no Member may withdraw from this Agreement while the Agreement remains in effect.

E. The Program Year, for the Consortium and for all the HUD formula grant programs of Everett, Marysville and the County, begins on July 1st of each federal Fiscal Year and ends on the following June 30th. Closeout procedures must be in accordance with 24 CFR § 92.507.

#### Section 4. Hold Harmless/Indemnification

Each party agrees to indemnify, defend, and hold harmless the other parties, their respective employees, agents, and appointed and elected officials from any and all claims, demands, damages, suits, penalties, judgments, losses or costs arising out of this Agreement which may be made against them to the extent that such claim is caused by that party's own negligence.

#### Section 5. Modifications

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understanding not expressly incorporated herein is excluded. The parties reserve the right to modify this Agreement in writing and to add new members to the Consortium.

#### Section 6. Governing Law and Venue

This Agreement has been and shall be construed as having been entered into and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, and applicable federal laws and regulations. Any action hereunder must be brought in the Superior Court of Washington

for Snohomish County, unless the County determines that a federal forum is appropriate to the issued raised.

Section 7. Notices

All notices and other communications shall be in writing and shall be sufficiently given and shall be deemed given on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Office of Housing and Community Development  
Snohomish County Planning and Development Services  
3000 Rockefeller Avenue, M/S 305  
Everett, WA 98201  
Attention: Dean Weitenhagen, OHCD Supervisor

If to Everett: City of Everett  
2930 Wetmore Avenue, Suite 8A  
Everett, WA 98201  
Attention: Dave Koenig, Manager of Long Range  
Planning and Community Development

If to Marysville: City of Marysville  
1049 State Avenue  
Marysville, WA 98270  
Attention: The Honorable John Nehring  
Mayor, City of Marysville

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

Section 8. Term of Agreement

Subject to RCW 39.34.040, this Agreement shall be effective as of July 1, 2012 and shall terminate as provided in Sections 3D and 9 hereof.

Section 9. Automatic Renewal of Agreement; Effect of Termination

At the end of the initial three-year term, this Agreement shall automatically renew for an additional three-year term, and thereafter at successive three-year intervals, unless and until a Member gives sixty (60) days' written notice to the other Members to terminate the Agreement at the end of the current term.

By the date specified in HUD's Consortia Qualification Notice, the County will notify the Cities in writing of their respective right not to participate for any successive three-year consortia qualification period. In the event notice to terminate is given by Everett, the Agreement shall terminate after all the HOME funds received by Everett from the County from appropriations for the three federal Fiscal Years of the current term and all Program Income generated by activities funded from those receipts are expended, and all the activities assisted either with the original receipts or the Program Income are completed. In the event notice to terminate is given by Marysville, the Agreement shall terminate after all the HOME funds attributable to projects and programs located within the geographic boundaries of Marysville from each of the three federal Fiscal Years of the current term and all Program Income generated by activities funded from those receipts are expended, and all the activities assisted either with the original receipts or with Program Income are completed.

The Members agree to adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for consortia agreements set forth in a Consortia Qualification Notice, issued by HUD, applicable for a subsequent three year consortia qualification period.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates indicated:

SNOHOMISH COUNTY

CITY OF EVERETT

By \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

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

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

Approved as to form only:

Approved as to form only:

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

By \_\_\_\_\_  
City Attorney

CITY OF MARYSVILLE

By \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

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

Approved as to form only:

By \_\_\_\_\_  
City Attorney

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

**CITY COUNCIL MEETING DATE: 8/9/2011**

AGENDA ITEM: Consent Agreement with PUBLIC UTILITY DISTRICT NO. 1 of SNOHOMISH for Development and Use for Bayview Trail	
PREPARED BY: Jim Ballew DEPARTMENT: Parks and Recreation	DIRECTOR APPROVAL:
ATTACHMENTS: Consent Agreement	
BUDGET CODE:	AMOUNT:

**SUMMARY:**

The development of the Bayview Trail will occur between 75<sup>th</sup> Street NE and 64<sup>th</sup> Street NE within the public utility corridor. The attached "Consent Agreement" with **PUBLIC UTILITY DISTRICT NO. 1 of SNOHOMISH COUNTY** provides trail access through properties and easements owned by the PUD.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council Authorize the Mayor to sign the Consent Agreement with Public Utility District No.1 of Snohomish County providing Easement access and improvements within the utility corridor also known as Bayview Trail.</p>
---





## CONSENT FOR USE OF PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY HIGH VOLTAGE DISTRIBUTION LINE RIGHT-OF-WAY

This Agreement is made between **PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY**, "District" herein, and **City of Marysville, Washington**, a municipal corporation, "City" herein:

District operates and maintains a high-voltage distribution line located north of 64<sup>th</sup> Street NE and south of 75<sup>th</sup> Street NE in East Marysville. The location and extent of easement rights, "Easement Area" herein, are more specifically described in documents recorded under Auditor's File Numbers 1465334, 1465402, 1465420, and 1465408.

The City desires the consent of District to utilize portions of the Easement Area for the following described uses:

### **Recreational Trail (Bayview Ridge Trail)**

As shown on the attached drawing, marked Exhibit "A" attached hereto and made a part hereof.

As between the parties, it is mutually agreed that the City may utilize the Easement Area for the above-described use, subject to the following terms and conditions:

1. If such use of the Easement Area should at any time become a hazard to the presently installed electrical facilities of District, or electrical facilities added or constructed in the future, or should such use interfere with the construction, operation, inspection, maintenance or repair of the same or with District's access along such Easement Area, the City will be required to correct such hazard or interference, at City's expense.
2. No filling and/or grading within said easements shall be accomplished in such manner as to reduce vertical distance between the ground surface and District's wires or jeopardize the lateral support of any of District's poles or anchors. No excavation will be permitted within fifty (50) feet of said poles or anchors. City must pay for any and all costs related to changing the vertical line clearances in any way as a result of their uses.
3. A minimum clearance of twenty (20) feet from all power lines must be observed in any activities related to such uses, including the operation of equipment.
4. At no time will the Easement Area be used for the storage of flammable or volatile material or the placement of any building or any other structures, including, but not limited to, the following: decks, patios, and out buildings of any kind or nature.
5. At no time shall District's access to transmission line structures along the Easement Area be permanently blocked off or unduly restricted. Fences constructed within the Easement Area shall have removable sections and/or gates to facilitate vehicular access at any and all times. Landscaping must not interfere with such access. Any construction within the said Easement Area must be consistent with the above-mentioned restrictions.
6. Transmission and distribution lines have been or will be constructed, operated, and maintained within the Easement Area. Said facilities may require tree and brush cutting within and adjacent to the easement right of way. District retains the right to cut, remove and dispose of any and all brush, trees, and other vegetation presently existing upon the Easement Area. District shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees and other vegetation upon the Easement Area which, in the opinion of District, interfere with the exercise of District rights or create a hazard to District's systems.

7. District shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area, which could, in District's sole judgment, interfere with or create a hazard to District's systems. District shall, prior to the exercise of such rights, identify such trees and make a reasonable effort to give City prior notice that such trees will be cut, trimmed, removed or disposed of (except that District shall have no obligation to identify such trees or give City such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). City shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by District.
8. The City releases District and will assume all risk of loss, damage or injury, which may result from such use of the Easement Area, except the portion of such loss, damage or injury caused by or resulting from the negligence of District or District's agents or employees. Any damage to District's facilities caused by or resulting from such use of the Easement Area may be repaired by District and the actual cost of such repair shall be charged against and paid by the City. The City further agrees to defend, indemnify and hold harmless District, its agents and employees from all loss, damage or injury to any person whomsoever to the extent such loss, damage or injury results from the use of the Easement Area by the City, their servants, agents, employees and contractors.
9. DISTRICT does not own the land within the Easement Area. If you are not the owner of such lands, you must acquire rights for such use from the landowner.
10. The City must notify District's contact, Rogers W. Reistad, 425-783-4383, at least 48 hours prior to the commencement of any and all construction activities related to such uses and to coordinate, if necessary, the installation of protective barriers around power poles.
11. The terms and conditions herein contained shall be binding upon the parties hereto, their respective successors and assigns.

PUD Contact:  
Rogers W. Reistad  
425-783-4383 (Office Phone)  
425-231-7044 (Cell Phone)

Approved:  
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY

Agreed to and Accepted:  
**City of Marysville**

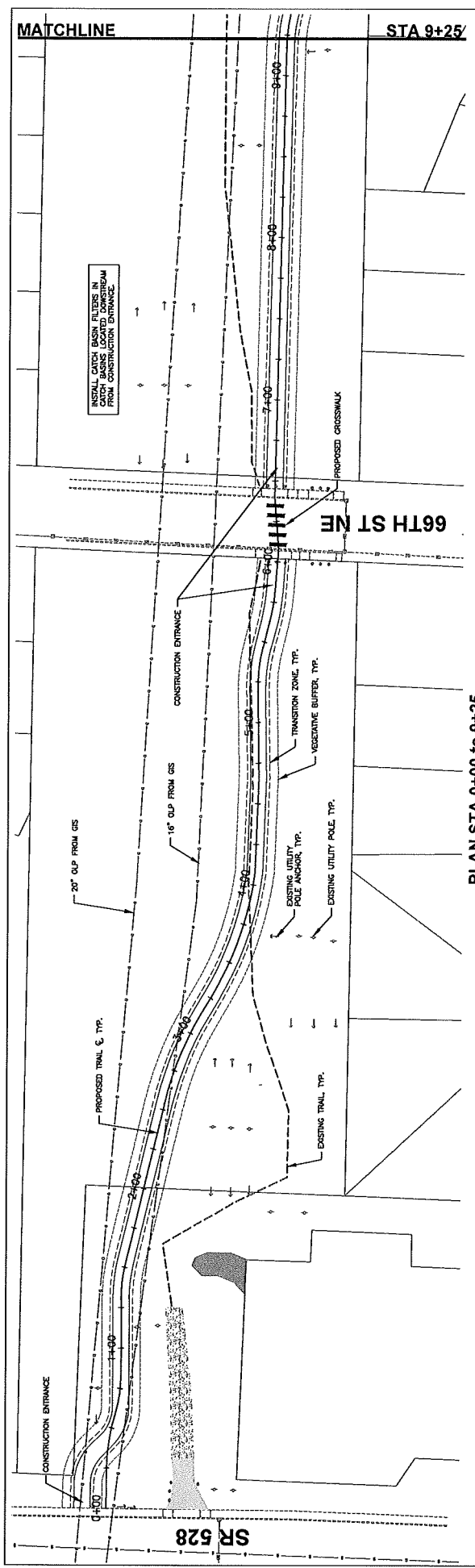
By: \_\_\_\_\_  
B. James Clay Jr.  
Manager, Real Estate Services

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

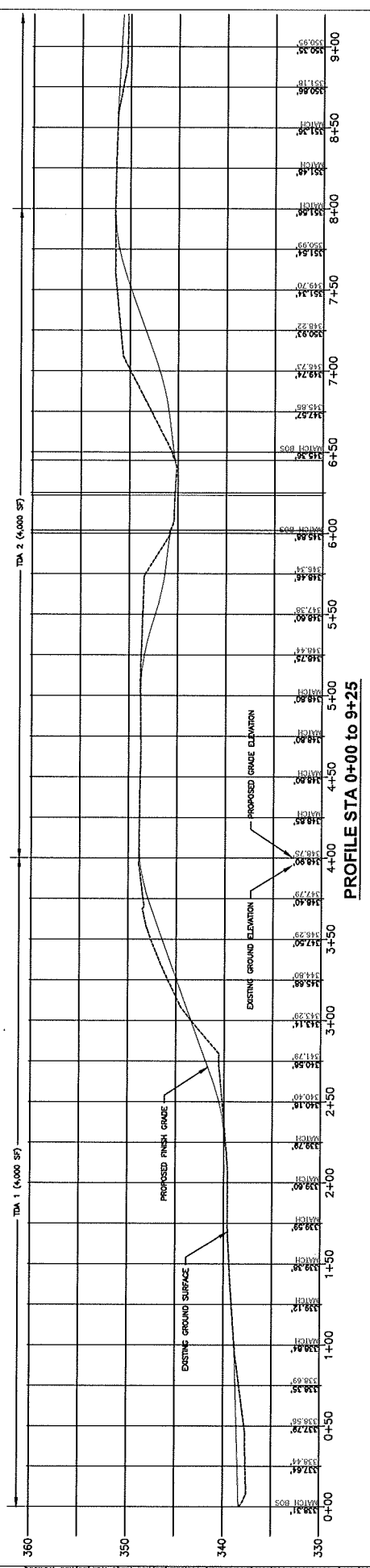
Date: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT "A"



PLAN STA 0+00 to 9+25



PROFILE STA 0+00 to 9+25

CALL BEFORE YOU DIG  
1-800-424-5555

SCALE: HORIZONTAL 1" = 40'  
VERTICAL 1" = 5'

REVISIONS	DATE	DESIGN BY:	7/28/11	EXAMINED AND APPROVED FOR CONSTRUCTION ON THIS DAY OF _____ 2011 BY JOHN COULSON, PE, ASST CITY ENGINEER, CITY OF MARYSVILLE, DEPARTMENT OF PUBLIC WORKS
1.		ENGINEERING CHECKER:		
2.		CONSTRUCTION SUPERVISOR:		
3.		OPERATIONS MANAGER:		
4.		P.W. SUPERINTENDENT:		



**CITY OF MARYSVILLE**  
**PUBLIC WORKS DEPARTMENT**  
 81 COLUMBIA AVE. MARYSVILLE, WA 98901 (509) 324-6100  
**BAYVIEW RIDGE TRAIL**  
**SR528 to 75th ST NE**  
**STA 0+00 to 9+25**

HOR. SCALE 30'  
 VER. SCALE 5'  
 DWG. NO. C81  
 SHEET 1 OF 2

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

**CITY COUNCIL MEETING DATE: 8/9/2011**

AGENDA ITEM: Limited Use Permit with PUBLIC UTILITY DISTRICT NO. 1 of SNOHOMISH for Development and Use for Bayview Trail	
PREPARED BY: Jim Ballew DEPARTMENT: Parks and Recreation	DIRECTOR APPROVAL:
ATTACHMENTS: Consent Agreement	
BUDGET CODE:	AMOUNT:

**SUMMARY:**

The development of the Bayview Trail will occur between 75<sup>th</sup> Street NE and 64<sup>th</sup> Street NE within the public utility corridor. The attached “Limited Use Permit” with **PUBLIC UTILITY DISTRICT NO. 1 of SNOHOMISH COUNTY** provides permitted development and construction through properties and easements owned by the PUD.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council Authorize the Mayor to sign the “Limited Use Permit” with Public Utility District No.1 of Snohomish County permitting construction and use of parcels identified within the utility corridor also known as Bayview Trail.</p>
---

**LIMITED USE PERMIT NO.**  
(Special Conditions)

The **PUBLIC UTILITY DISTRICT NO. 1 of SNOHOMISH COUNTY**, Washington, ("District"), a municipal corporation, does herewith permit **City of Marysville, Washington**, ("Permittee"), a municipal corporation, to construct a public recreational trail within the following described portion of the District's East Marysville Substation property, situated in Snohomish County, Washington, to-wit:

**All that portion of the northeast quarter of the southeast quarter of Section 26, Township 30 North, Range 5 East, W. M., described as follows:**

**Beginning at the southeast corner of said northeast quarter of the southeast quarter; thence west along the south line of said subdivision 852.3 feet; thence north 30 feet to the True Point of Beginning; thence continue north 200 feet; thence east 340 feet; thence south 200 feet; thence west 340 feet to the True Point of Beginning; EXCEPT the south 15 feet thereof.**

**Tax Parcel No.: 30 0526 004 002 00**

**NOTE: Location of the trail shall be as defined on shown on Exhibit "A", attached hereto and by reference made a part hereof.**

Subject to the following conditions and restrictions:

1. Permitted use subject to existing uses. This permit is subject to all of the existing uses of the District, and its permittees, licensees, and / or grantees; and to any future or subsequent uses of the District and its permittees, licensees, and / or grantees, except as expressly provided otherwise below.
2. Nonexclusive permit. This is a nonexclusive permit and shall not in any manner restrict the right of the District to use said property for any purposes that it may deem proper or to permit others to use said property for any purposes, and the District shall not be obligated or required to give notice of any kind or nature of such other or additional uses whether by itself or others.

As a material part of this agreement, and notwithstanding anything herein to the contrary, the Permittee specifically agrees to modify or remove all or any portion of its permitted facilities so as to avoid and not interfere with any structure or facility or any operation which the District may hereafter desire to construct or conduct upon the above described property.

3. Maintenance. During the term of this permit, Permittee, its heirs, successors, and assigns shall maintain the permitted facilities in a state of good repair, replacing or restoring any damaged portions promptly.

4. Cancellation. This permit may be canceled at any time by written notice mailed to the Permittee at the address of the Permittee as hereinafter set forth, and except as otherwise specifically provided herein, upon such cancellation, the Permittee shall promptly remove the permitted facilities from said premises and will promptly restore and grade the permit area to match surrounding property grade.

5. Subsequent easement users/permits holders. The District may, when in the District's opinion it is reasonable to do so, require that subsequent holders / users of easements or permits for utilities or other uses, within the area covered by this Permit, repair and restore any damage to the Permittee's facilities caused by such user's repair, construction, maintenance, or other activities, and that each such user shall, at its sole expense, repair and restore any damage to the permitted facilities placed on the property by the Permittee. The District shall not be obligated to place such a requirement on any third party, and shall not be obligated to enforce any provision containing such requirement. The District shall not be liable in any manner for any costs to repair or restore the permitted facilities due to failure of any user to pay such costs or to complete repairs or restoration to such facilities.

6. Construction drawings and specifications. It is understood that prior to any installation, modification, or extension of any facility within the Permit Area herein described, the Permittee shall first supply the District with detailed drawings and specifications relating to such proposed construction and that no construction, installation, or modification shall be performed until the plans have been approved in writing by the District; provided, however, that the approval of the District to the performance of such construction shall not in any manner be considered as imposing any obligation upon the District as to the safety or propriety of such installation or construction; the sole consideration of the District being the compatibility of the Permittee's proposed improvements with the District's current and anticipated future use of the property.

7. Protection and preservation of District's property, facilities and roads. Except to the extent necessary to construct and maintain the public recreational trail as approved by the District pursuant to Section 6 of this permit, Permittee agrees that as a condition to this permit, Permittee shall take all reasonable precaution to protect and preserve from damage, destruction, or interference the District's lands, vegetation, structures, related electrical facilities, and access roads located upon the Permitted Area or upon the District's adjoining right-of-way property and should said District lands and / or facilities be damaged, destroyed, or interfered with in any way by reason of Permittee's use and/or maintenance of said property, Permittee shall immediately restore said lands and / or facilities to their former condition at Permittee's expense. Should it be necessary for the District to remedy any harmful

or adverse conditions resulting from Permittee's use and/or maintenance of said property under this permit, or to perform any of the matters required of the Permittee which the Permittee has failed to do, Permittee shall reimburse the District for all costs so incurred by the District as a result thereof. Should any existing drainage channels or culverts be disturbed by Permittee, it shall immediately provide suitable means for diverting and maintaining all flows during the term of this permit.

8. Unlawful uses prohibited. The Permittee shall not use said Permit Area for any unlawful purposes, or for any purposes other than those stated herein, without the express written agreement of the District, and Permittee accepts the premises in the present condition.

9. Indemnity and hold harmless.

a. The Permittee will at all times indemnify and hold harmless and defend the District, its officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including reasonable attorney's fees, collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of construction, maintenance of, and/or use of the recreational trail permitted under this permit, including but not limited to claims of business invitees of Permittee, claims of injury or damage resulting from high voltage induction or electromagnetic fields that may in any manner directly or indirectly arise out of the construction, use, operation, repair, maintenance, or patrolling of the permitted facilities by Permittee and / or its contractors, pursuant to this permit or out of the operations of the Permittee, its successors, or assigns pursuant to this permit.

b. In the event that the Permittee and the District are both negligent, then each party's liability for indemnification of the other shall be limited to its contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the other, their elected officials, directors, officers, employees, agents, contractors, consultants and/or subcontractors.

c. The Permittee specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Permittee's waiver of immunity by the provisions of this paragraph extends only to claims against the Permittee by the District and does not include, or extend to, any claims by the Permittee's employees directly against City. The obligations of Permittee under this subsection have been mutually negotiated by the parties hereto, and

Permittee acknowledges that the District would not enter into this Agreement without the waiver thereof of Permittee.

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

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

10. Permittee shall not install any improvements which may provide or facilitate unsafe access to the District's utility poles, lines, or equipment.

11. Permittee shall not erect or permit to be erected upon District property any structures or improvements of any kind or nature without written approval of the District and in no event shall any activity upon said premises or any structures or improvements thereon interfere with the District's facilities or in any manner be hazardous thereto. No equipment or materials shall be stored upon District property without approval of the District other than vehicle parking during reasonable business hours. The Permittee shall not perform or authorize any blasting or discharge any explosives on the District's property.

12. Permittee expressly disclaims for itself, its heirs, successors, or assigns, any right, title, or interest of any kind or nature in and to the Permit Area above described, except insofar as granted by this permit, and subject to the terms of this permit, and does further agree for itself, its heirs, successors, or assigns, that it will not in any way challenge or contest any ownership by the District of the Permit Area hereinabove described or any right of the District to execute and grant this permit; provided, however, this shall not be construed as a warranty on the part of the District of its ownership for said property and it is expressly agreed that this permit is not in any manner a warranty on the part of the District that the said Permittee shall have good, clean, or marketable title to this permit or the uses herein granted, or that the District is the owner of said premises or that the District has the right to grant this permit, and the Permittee does expressly assume the responsibility for determining the right of the District to grant this permit or the extent of the rights validly granted to the Permittee hereunder and agrees to defend, indemnify, and hold harmless the District from any claims or damages sought or recovered arising out of any defect in the right of the District to execute this permit or any defect in the rights acquired by the Permittee hereunder.

13. Insurance. Permittee shall carry Automobile and General Liability and Property Damage Insurance covering his use of the District's premises as required by the District, in the following limits:

- |                   |                             |
|-------------------|-----------------------------|
| a. Bodily Injury  | \$1,000,000 each occurrence |
| (including death) | \$1,000,000 each occurrence |



- |                          |                             |
|--------------------------|-----------------------------|
| b. Property Damage       | \$1,000,000 each occurrence |
| Or                       |                             |
| c. Combined Single Limit | \$2,000,000                 |
| d. General Aggregate     | \$2,000,000                 |

When reference is made therein to the Permittee's "use" of the premises, such reference shall include use of the said premises by the Permittee, their employees, agents, servants, guests, business invites or any of them, or by any other persons using or occupying the premises with the knowledge or consent of the Permittee. This shall not be construed as expanding any rights or any right to use the premises beyond that specifically granted in any of the other paragraphs of the permit, or of permitting any assignment without written consent of the District. The described insurance coverage herein shall also be required by Permittee of its general contractor during the conduct of any construction activities on District property. **Evidence of self-insurance shall be submitted to the District upon approval of this permit by the Permittee.**

The District shall at all times during the term of the permit be included as a named insured upon said policy with respect to the use of the District's property described herein by the Permittee. Evidence of such insurance shall be submitted to the District prior to Permittee's use of the premises. Permittee shall not cause such insurance to lapse or be canceled during its use of the District's premises. Permittee shall provide that such insurance shall include a clause that the insurance policy or policies shall not be subject to cancellation or reduction in limits during such use until notice has been mailed to the District stating the date when such cancellation or reduction shall be effective which date shall not be less than 30 days after such notice. Certificates of insurance shall be authenticated by the proper officer of the insurer and shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause.

Unless otherwise agreed, all insurance policies shall be obtained and maintained with companies rated A- or better by Best's Key Rating Guide. Nothing contained in these insurance requirements shall be construed as limiting the extent of Permittee's or its contractor's responsibility or liability for payment of damages resulting from or in connection with its operations under this contract.

14. Assessments and taxes. In consideration of the grant of this permit, the Permittee shall be responsible for, pay in full, and indemnify and hold harmless, the District from and against any and all assessments, real property taxes, leasehold excise taxes assessed pursuant to RCW 82.29A, or payment of any and all other taxes of whatsoever nature which may be assessed as a result of the use of the land under this permit or installation or use of the

permitted facilities upon such land by Permittee, except for taxes levied on income to the District.

15. Assignment. This permit shall be transferred and assigned by Permittee to Permittee's heirs, successors, and assigns, only subject to all of the terms and conditions herein; Permittee shall notify the District, in writing, within ten (10) days of such transfer or assignment. The District's written consent to assignment shall be required; consent to assignment shall not be unreasonably withheld.

16. No storage of equipment and materials. There shall be no storage of equipment, materials, vehicles, fuels, paints, solvents, oils, pesticides, or other sources of contamination upon District property, except for fuel in non-leaking vehicles and equipment parked upon the Permit Area during Permittee's business hours, for Permittees' employees, contractors, and business invitees. There shall be no dumping or disposal of any kind on the District's property. No fill shall be imported to District property except fill known to be clean, contaminant-free, and capable of supporting vehicles and structures to be placed thereon.

17. Spills and leaks. Spills and leaks of gasoline, oil, hydraulic fluid, or other dangerous or hazardous substances, pollutants or contaminants upon the Permit Area, shall be contained by Permittee and/or its contractor within one (1) hour of discovery, and shall be reported to the State of Washington, Department of Ecology, and to the District, cleanup initiated by Permittee and/or its contractor within 12 hours of discovery. Such spills and leaks shall be cleaned up to not less than the levels required by applicable law; no residual contaminants shall remain, requiring use of "institutional controls".

18. Support and clearances.

a. Permittee shall be responsible to maintain adequate support around utility poles for any excavation within the Permit Area, and to maintain adequate and lawful clearances at all times from District power lines and facilities. Changes to the District facilities deemed necessary by the District as a result of any site alterations constructed by Permittee shall be at Permittee's sole expense.

b. Permittee's contractor may not work within 12 feet of the PUD existing 115kV lines on the East Marysville Substation property. Should it become necessary to work inside these limits, Permittee or its contractors shall inform the PUD contact, allowing adequate time to approve the work and convene the necessary PUD personnel and equipment to protect District facilities. Permittee and its contractors shall be responsible to maintain adequate support around utility poles if grade is changed on PUD property, and to maintain adequate and lawful clearances between its equipment and/or trail and PUD electrical facilities. Unplanned or additional changes to PUD facilities deemed necessary by the PUD as a result of any site alterations constructed by the Permittee shall be at Permittee's sole expense. All work by the

Permittee and its contractors shall be done in compliance with the District's **"ELECTRICAL SAFETY FOR CONTRACTORS"** pamphlet, a copy of which has been provided to Permittee representatives.

PUD Contact:

Rogers W. Reistad  
425-783-4383 (Office Phone)  
425-231-7044 (Cell Phone)  
rwreistad@snopud.com

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2011.

PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY  
a municipal corporation

By: \_\_\_\_\_  
B. James Clay Jr.  
Manager, Real Estate Services

Permittee hereby agrees, accepts and will comply with all of the terms, conditions and restrictions contained in this permit.

CITY OF MARYSVILLE

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

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**REPRESENTATIVE ACKNOWLEDGEMENT)**

State of Washington  
County of Snohomish

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
and \_\_\_\_\_ signed this instrument, on oath  
stated that(he, she, they)(was, were) authorized to execute the instrument and  
acknowledged it as the \_\_\_\_\_ and \_\_\_\_\_  
of \_\_\_\_\_ to be the free and voluntary act of such  
party for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Dated \_\_\_\_\_  
Signature of \_\_\_\_\_  
Notary Public \_\_\_\_\_  
Title \_\_\_\_\_ Notary Public \_\_\_\_\_  
My appointment expires \_\_\_\_\_

**(REPRESENTATIVE ACKNOWLEDGEMENT)**

State of Washington  
County of Snohomish

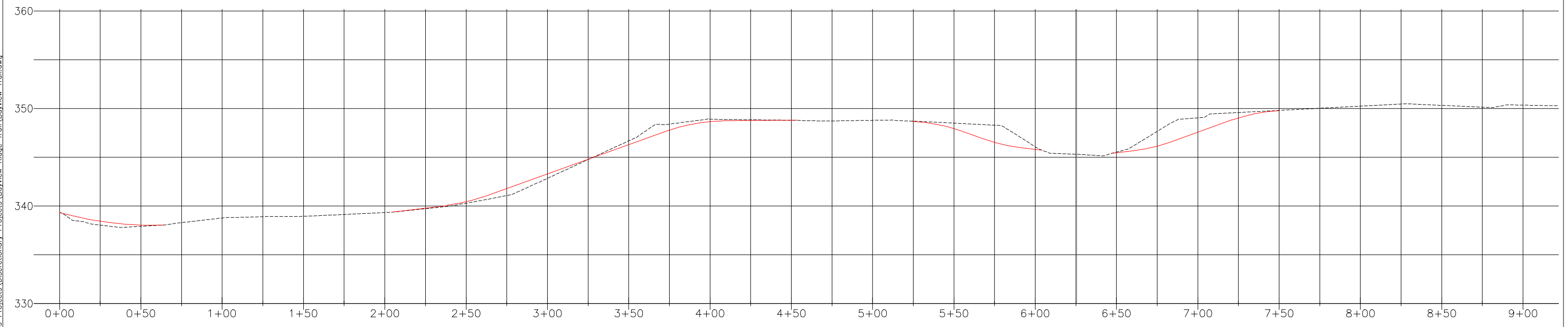
I certify that I know or have satisfactory evidence that \_\_\_\_\_  
and \_\_\_\_\_ signed this instrument, on oath  
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Notary Public \_\_\_\_\_  
Title \_\_\_\_\_ Notary Public \_\_\_\_\_  
My appointment expires \_\_\_\_\_



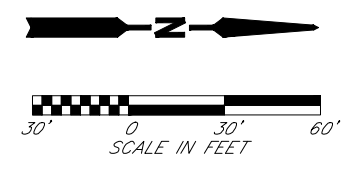
**PLAN STA X+XX to Y+YY**



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**CITY OF MARYSVILLE**  
WASHINGTON

CALL BEFORE YOU DIG  
1-800-424-5555



ELEVATION DATUM IS NAVD 1988

REVISIONS	DATE	DESIGN BY:	5/18/2010
1.		ENGINEERING CHECKER:	
2.		CONSTRUCTION SUPERVISOR:	
3.		OPERATIONS MANAGER:	
4.		P.W. SUPERINTENDENT:	

EXAMINED AND APPROVED  
FOR CONSTRUCTION ON THE  
DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY  
**PRELIMINARY**  
KEY [Name], PE, CITY ENGINEER  
CITY OF MARYSVILLE  
DEPARTMENT OF PUBLIC WORKS

ENGINEER'S STAMP

**CITY OF MARYSVILLE**  
**PUBLIC WORKS DEPARTMENT**  
80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-0100

**BAYVIEW RIDGE TRAIL**  
**SR528 to 75th ST NE**  
**STA X+XX to Y+YY**

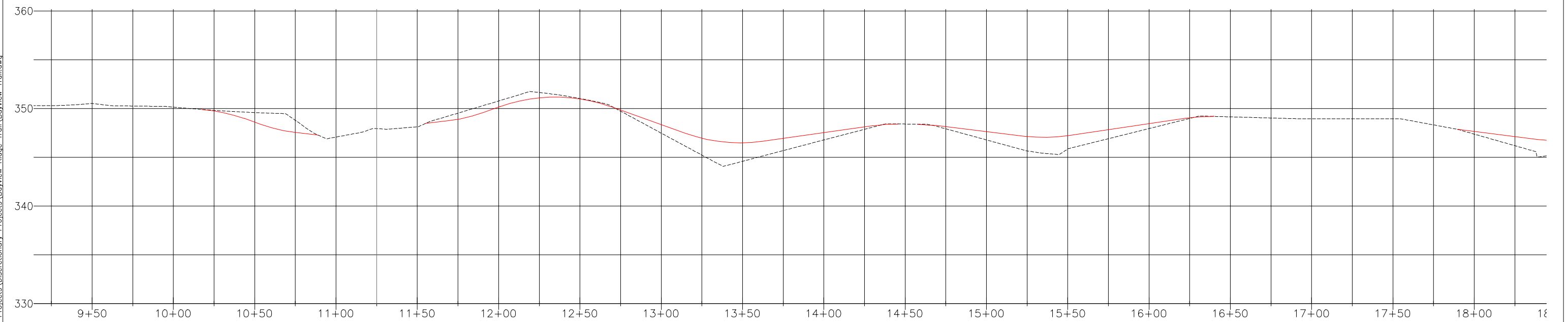
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of





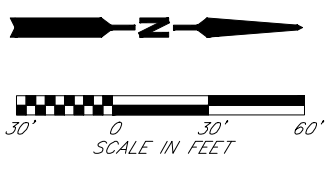
**PLAN STA X+XX to Y+YY**



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**CITY OF MARYSVILLE**  
WASHINGTON

CALL BEFORE YOU DIG  
1-800-424-5555



ELEVATION DATUM IS NAVD 1988

REVISIONS	DATE	DESIGN BY:	5/18/2010
1.		ENGINEERING CHECKER:	
2.		CONSTRUCTION SUPERVISOR:	
3.		OPERATIONS MANAGER:	
4.		P.W. SUPERINTENDENT:	

EXAMINED AND APPROVED FOR CONSTRUCTION ON THE DAY OF \_\_\_\_\_, 20\_\_\_\_

BY **PRELIMINARY** KEVIN W. WILSON, PE, CITY ENGINEER

CITY OF MARYSVILLE  
DEPARTMENT OF PUBLIC WORKS

ENGINEER'S STAMP

**CITY OF MARYSVILLE**  
**PUBLIC WORKS DEPARTMENT**  
80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-0100

**BAYVIEW RIDGE TRAIL**  
**SR528 to 75th ST NE**  
**STA X+XX to Y+YY**

HOR SCALE  
30'

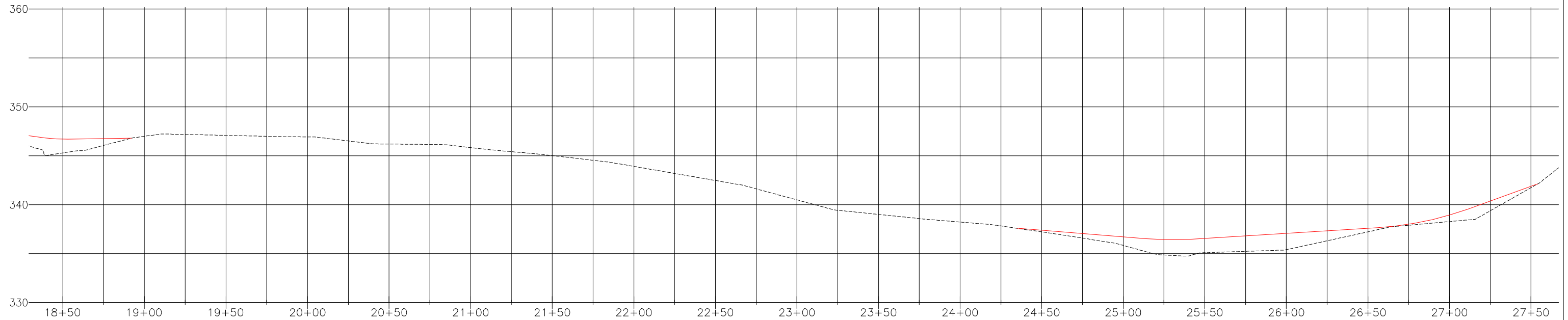
VER SCALE

DWG. NO.  
C02

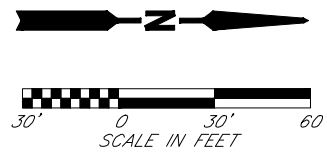
SHEET  
of



**PLAN STA X+XX to Y+YY**



G:\Shared\Engineering\Projects\Miscellaneous\Projects\Discretionary\Projects\Bayview\_Ridge\_Trail\Bayview\_Trail.dwg



ELEVATION DATUM IS NAVD 1988

REVISIONS	DATE	DESIGN BY:	5/18/2010
1.		ENGINEERING CHECKER:	
2.		CONSTRUCTION SUPERVISOR:	
3.		OPERATIONS MANAGER:	
4.		P.W. SUPERINTENDENT:	

EXAMINED AND APPROVED FOR CONSTRUCTION ON THE DAY OF \_\_\_\_\_, 20\_\_\_\_ BY KEVIN J. WILSON, PE, CITY ENGINEER CITY OF MARYSVILLE DEPARTMENT OF PUBLIC WORKS

ENGINEER'S STAMP

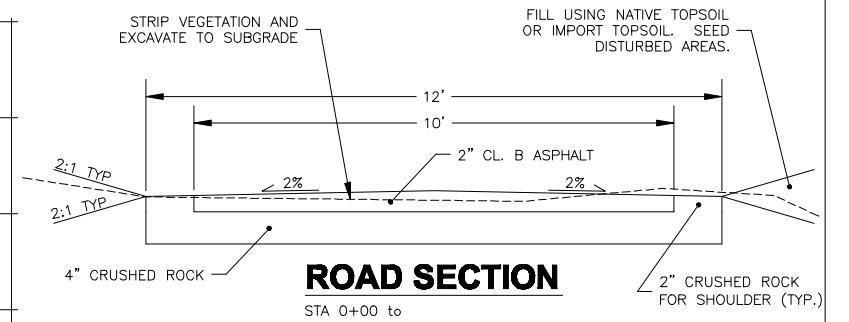
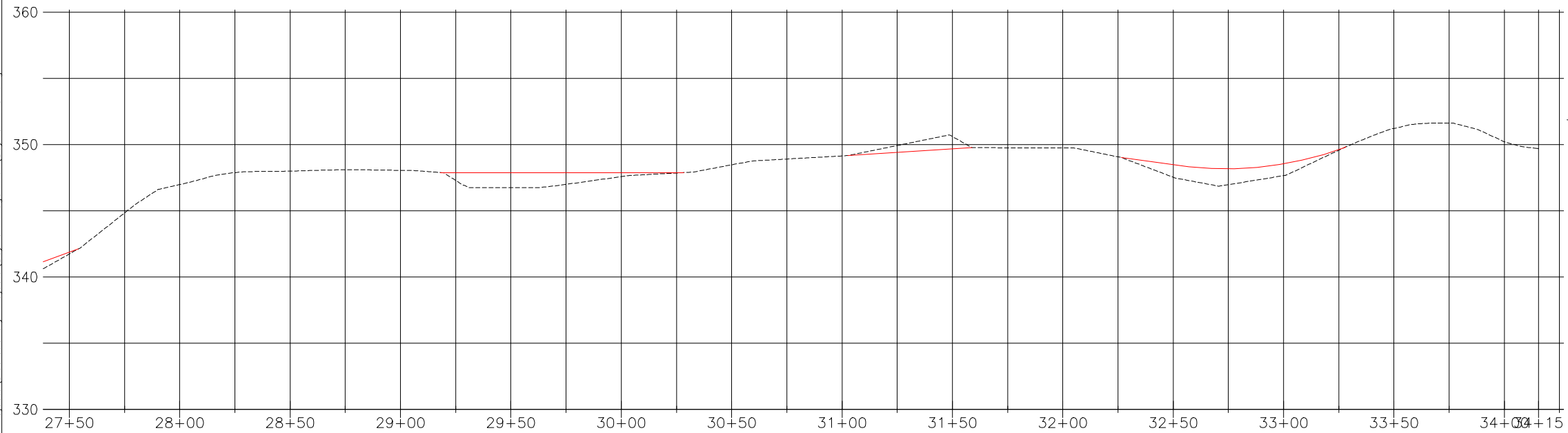
**CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT**  
 80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-0100  
**BAYVIEW RIDGE TRAIL SR528 to 75th ST NE STA X+XX to Y+YY**

HOR SCALE	30
VER SCALE	
DWG. NO.	C03
SHEET	of





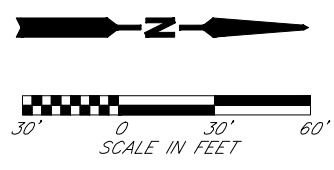
**PLAN STA X+XX to Y+YY**



**ROAD SECTION**

STA 0+00 to

G:\Shared\Engineering\Projects\Miscellaneous\Projects\Discretionary\Projects\Bayview Ridge Trail\Bayview Trail.dwg



ELEVATION DATUM IS NAVD 1988

REVISIONS	DATE	DESIGN BY:	5/18/2010
1.		ENGINEERING CHECKER:	
2.		CONSTRUCTION SUPERVISOR:	
3.		OPERATIONS MANAGER:	
4.		P.W. SUPERINTENDENT:	

EXAMINED AND APPROVED FOR CONSTRUCTION ON THE DAY OF \_\_\_\_\_, 20\_\_\_\_ BY KEVIN \_\_\_\_\_, PE, CITY ENGINEER CITY OF MARYSVILLE DEPARTMENT OF PUBLIC WORKS

ENGINEER'S STAMP

**CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT**  
80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-0100  
**BAYVIEW RIDGE TRAIL SR528 to 75th ST NE STA X+XX to Y+YY**

HOR SCALE 30  
VER SCALE  
DWG. NO. C04  
SHEET of



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

**CITY COUNCIL MEETING DATE: 8/9/2011**

AGENDA ITEM: Consent Use Agreement with Puget Sound Energy (PSE) for Development and Use for Bayview Trail	
PREPARED BY: Jim Ballew DEPARTMENT: Parks and Recreation	DIRECTOR APPROVAL:
ATTACHMENTS: Consent Agreement	
BUDGET CODE:	AMOUNT:

**SUMMARY:**

The development of the Bayview Trail will occur between 75<sup>th</sup> Street NE and 64<sup>th</sup> Street NE within the public utility corridor. The attached “Consent Use Agreement” with **Puget Sound Energy (PSE)** provides trail access through properties and easements owned by the PSE.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council Authorize the Mayor to sign the Consent Use Agreement with Puget Sound Energy (PSE) providing Easement access and improvements within the utility corridor also known as Bayview Trail.</p>
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**RETURN ADDRESS:**  
**Puget Sound Energy, Inc.**  
**Attn: ROW Department**  
**1660 Park Lane**  
**Burlington, WA 98233**

**CONSENT FOR USE OF PUGET SOUND ENERGY, INC.  
TRANSMISSION LINE RIGHT-OF-WAY**

GRANTOR: **PUGET SOUND ENERGY, INC.**  
GRANTEE: **CITY OF MARYSVILLE**  
SHORT LEGAL: **NE AND SE QTRS, SEC 26 TWN 30 N RG 5E, W.M.**  
TAX PARCELS: **30052600400200; 00905500098600; 00841300099800; 00864800099900;  
30052600100100; 00756800010000**  
REFERENCE #: **AF# 343748; AF# 343719; AF# 355397; AF# 343720**

This Agreement is made between **Puget Sound Energy, Inc.**, "PSE" herein, and the **City of Marysville**, a municipal corporation of the State of Washington, "City" herein.

City owns the following-described properties:

Parcel 1:

Tract 100 of Plat of Bayview Ridge Division No. 1, according to Plat recorded in Volume 47 of Plats, pages 246 through 248, in Snohomish County, Washington.

Tax parcel: 007568-000-100-00

Parcel 2:

The East 50.00 feet of Lot 14, Plat of Bayview Ridge Division II, according to the plat thereof, recorded in Volume 47 of Plats, pages 287 through 289, inclusive, records of Snohomish County, Washington.

Situate in the City of Marysville, County of Snohomish, State of Washington.

Tax parcel: NONE ASSIGNED

Parcel 3:

The East 50.00 feet of Lot 13, Bayview Ridge Division II, according to the plat thereof, recorded in Volume 47 of Plats, pages 287 through 289, inclusive, records of Snohomish County, Washington.

Situate in the City of Marysville, County of Snohomish, State of Washington.

Tax parcel: NONE ASSIGNED

Parcel 4:

Tracts 997, 998 and 999, Northpointe East Division 2, according to the plat thereof recorded in Volume 63 of Plats, pages 30 and 31, records of Snohomish County, Washington.

Tax parcel: 008648-000-999-00

Parcel 5:

Tract G, Northpointe Division 6, according to the Plat thereof recorded in Volume 59 of Plats, pages 3 through 6, inclusive, records of Snohomish County, Washington.

Tax parcel: 008413-000-998-00

Parcel 6:

Tracks 986, 990 and 991, Plat of Whiskey Ridge Estates, according to the plat thereof recorded February 7, 2000, under recording Number 200002075001, records of Snohomish County, Washington.

Tax parcel: 009055-000-986-00

City of Marysville owns an easement over the following-described property:

A 28.00 foot wide Easement, over, under, through, across, in and upon that portion of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 26, Township 30 North, Range 5 East, W.M., being 14.00 feet on each side of the following described centerline:

Commencing at the southeast corner of said subdivision, also being the southwest corner of WHISKEY TOP, recorded under Auditor's File Number 200102065005, records of Snohomish County, Washington (said Plat being the basis of bearings for this description); thence North 89 degrees 20 minutes 21 seconds West, along the south line of said subdivision, a distance of 75.00 feet to the true point of beginning of the centerline to be described; thence North 0 degrees 44 minutes 52 seconds West, parallel with the east line of said subdivision and the west line of said Plat, a distance of 75.60 feet; thence North 1 degree 59 minutes 40 seconds East a distance of 83.15 feet; thence North 8 degrees 54 minutes 45 seconds East a distance of 47.65 feet; thence North 4 degrees 05 minutes 05 seconds West a distance of 120.20 feet; thence North 0 degrees 44 minutes 52 seconds West, parallel with the east line of said subdivision, a distance of 137.50 feet; thence North 3 degrees 07 minutes 28 seconds West a distance of 192.25 feet to a point in the north line of said subdivision that bears North 89 degrees 12 minutes 47 seconds West a distance of 78.00 feet from the northeast corner of said subdivision, and said centerline there terminating.

The side lines of said easement shall be lengthened or shortened to intersect the north and south lines of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of said Section 26.

Portion of tax parcel: 300526-001-001-00

City holds easement rights over a portion of the following described property:

All that portion of the Northeast quarter of the Southeast quarter of Section 26, Township 30 North, Range 5 East, W.M., described as follows:

Beginning at the Southeast corner of said Northeast quarter of the Southeast quarter; Thence West along the South line of said subdivision 852.3 feet; Thence North 30 feet to the True Point of Beginning; Thence continue North 200 feet; Thence East 340 feet; Thence South 200 feet; Thence West 340 feet to the True Point of Beginning; EXCEPT the South 15 feet thereof.

Portion of tax parcel: 300526-004-002-00

The above-described properties are collectively referred to herein as the "City Property."

PSE operates and maintains a transmission line within its right-of-way in the East 1/2 of Section 26, Township 30 North, Range 5 East, W.M., including areas of the City Property. The location and extent of PSE's easement rights, "Easement Area" herein, are more specifically described in documents recorded under Auditor's File Number(s) 343748, 343719, 355397, 343720.

The City desires the consent of PSE to utilize portions of the Easement Area for the following described uses:

- A. A trail corridor including 10 foot wide paved trail with 12-inch gravel shoulders, primarily along the easterly side of the easement.
- B. Clearing, grubbing and grading to level trail, to include no more than 2.5 feet of fill in the existing depressions, and said work is not to reduce ground clearances to the existing conductors.

as shown on the plans dated 5/18/2010, on file at Puget Sound Energy Right of Way Department in file RW-068668.

As between the parties, it is mutually agreed that the City may utilize the Easement Area for the above described uses, subject to the following terms and conditions:

1. If such use of the Easement Area should at any time become a hazard to the presently installed electrical facilities of PSE, or electrical facilities added or constructed in the future, or should such use interfere with the construction, operation, inspection, maintenance or repair of the same or with PSE's access along such Easement Area, the City will be required to correct such hazard or interference, at City's expense.

2. No filling and/or grading within said easements shall be accomplished in such manner as to reduce vertical distance between the ground surface and PSE's wires or jeopardize the lateral support of any of PSE's poles or anchors, EXCEPT as herein described. No excavation will be permitted within fifty (50) feet of said poles or anchors. City must pay for any and all costs related to changing the vertical line clearances in any way as a result of City's uses.

3. A minimum clearance of twenty (20) feet from all power lines must be observed in any activities related to such uses, including the operation of equipment.

4. At no time shall the Easement Area be used for the storage of flammable or volatile material or the placement of any buildings or any other structures, including, but not limited to, the following: Decks, patios, and out buildings of any kind or nature.

5. At no time shall PSE's access to transmission line structures along the Easement Area be permanently blocked off or unduly restricted. Fences constructed within the Easement Area shall have removable sections and/or gates to facilitate vehicular access at any and all times. Landscaping must not interfere with such access. Any construction within the said Easement Area must be consistent with the above-mentioned restrictions.

6. Transmission and distribution lines have been or will be constructed, operated, and maintained within the Easement Area. Said facilities may require tree and brush cutting within and adjacent to the easement right-of-way. PSE retains the right to cut, remove and dispose of any and all brush, trees, and other vegetation presently existing upon the Easement Area. PSE shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees and other vegetation upon the Easement Area which, in the opinion of PSE, interfere with the exercise of PSE rights or create a hazard to PSE's systems.

7. PSE shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area, which could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, prior to the exercise of such rights, identify such trees and make a reasonable effort to give City prior notice that such trees will be cut, trimmed, removed or disposed of (except that PSE shall have no obligation to identify such trees or give City such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

8. No shrubs or trees are to be situated in the Easement Area.

9. The City releases PSE and will assume all risk of loss, damage or injury, which may result from such use of the Easement Area, except the portion of such loss, damage or injury caused by or resulting from the negligence of PSE or PSE's agents or employees.

10. Any damage to PSE's facilities caused by or resulting from such use of the Easement Area may be repaired by PSE and the actual cost of such repair shall be charged against and paid by the City.

11. The City further agrees to defend, indemnify and hold harmless PSE, its agents and employees from all loss, damage or injury to any person whomsoever to the extent such loss, damage or injury results from the use of the Easement Area by the City, its servants, agents, employees and contractors.

12. PSE does not own the land within the Easement Area. If you are not the Owner of such lands, you must acquire rights for such use from the landowner.

13. The City must notify PSE's Construction Service Center at 425-806-7800 at least 48 hours prior to the commencement of any and all construction activities related to such uses and to coordinate the installation of protective barriers around power poles.

14. This agreement and rights, title, privileges and authority hereby granted, and the terms and conditions contained herein, shall be construed as a covenant running with the land, and shall be binding upon the undersigned owners, their respective successors and assigns, in perpetuity.

Approved:  
PUGET SOUND ENERGY, INC.

Agreed to and Accepted:  
CITY OF MARYSVILLE

By: \_\_\_\_\_  
Manager/Supervisor Real Estate

By: \_\_\_\_\_  
JON NEHRING, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON AUTHORIZING THE CONDEMNATION, APPROPRIATION, TAKING, DAMAGING AND ACQUISITION OF LAND AND OTHER PROPERTY FOR THE PURPOSE OF CONSTRUCTING 51<sup>ST</sup> AVENUE N.E. FROM 84<sup>TH</sup> STREET N.E. TO 88<sup>TH</sup> STREET N.E. AND ASSOCIATED STREET IMPROVEMENTS

WHEREAS, the City Council of the City of Marysville (hereinafter the "City") finds as follows:

1. 51<sup>st</sup> Avenue N.E. is a north-south arterial that is interrupted between 84<sup>th</sup> Street N.E. and 88<sup>th</sup> Street N.E., impairing the flow of traffic in the vicinity.
2. Public safety, convenience, use and necessity demand completion of 51<sup>st</sup> Avenue N.E. by construction of street improvements from 84<sup>th</sup> Street N.E. to 88<sup>th</sup> Street N.E.
3. The City has conducted engineering studies and has determined that it will be necessary to acquire fee interests in property for the street construction project as more specifically described in **EXHIBIT "A,"** attached hereto and incorporated herein by this reference.
4. The entire cost of the acquisition provided by this ordinance shall be paid by the following funds of the City:

Fund No. 305 (GMA-Street)

or such other funds of the City as may be provided by law.

5. The City and the property owner may be unable to agree upon the compensation to be paid for properties and property rights to be acquired for the project.
6. The City has authority pursuant to RCW 8.12 to acquire, if necessary, title and rights to real property for public purposes.
7. Notice of this action has been duly given as required by RCW 8.25.290.

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

1. The City is hereby authorized to condemn, appropriate, take, damage and acquire the real property described in **EXHIBIT "A"** attached hereto.

2. The use of the property described in **EXHIBIT "A"** is for construction of a public street and associated improvements.

3. All lands, rights, privileges and other property as described in **EXHIBIT "A"** are hereby condemned, appropriated, taken and damaged for the purpose of constructing a public street and associated improvements. All lands, rights, privileges and other properties are to be taken, damaged and appropriated only after just compensation has been made, or paid into the court for the owners thereof in the manner provided by law. The City is further authorized to amend the legal descriptions contained in **EXHIBIT "A"** as may be necessary and appropriate to meet requirements of the project.

4. The cost of the acquisition provided for by this ordinance shall be paid by the following funds of the City:

Fund No. 305 (GMA-Street)

or such other funds as may be provided by law.

5. The City's attorneys should be and hereby are authorized and directed to begin and prosecute the actions and proceedings in a manner provided by law to carry out the provisions of this ordinance, and to enter into settlements to mitigate damages.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of August, 2011.

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

ATTEST:

By \_\_\_\_\_  
CLERK

Approved as to form:

By \_\_\_\_\_  
CITY ATTORNEY

Date of Publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_

**EXHIBIT “A”**

Lot 4, Quilceda Terrace Division No. 2, according to the plat thereof, recorded in Volume 14 of Plats, page 73, records of Snohomish County, Washington.

Property Address: 5103 - 86th Place NE, Marysville, WA 98270

Tax Account Number: 005507-000-004-00

M-10-099 51<sup>st</sup> Avenue NE/Ordinance

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 08/09/2011**

AGENDA ITEM: <b>JAG/BYRNE GRANT LOCAL SOLICITATION</b>	AGENDA SECTION:	
PREPARED BY:  <b>Chief Richard Smith</b>	APPROVED BY:	
ATTACHMENTS: <b>Application and supporting documentation</b>		
	MAYOR	CAO
BUDGET CODE:	AMOUNT: \$11,351	

**DESCRIPTION:**

Marysville Police Department request council approval for the distribution of the Local JAG/BYRNE Grant pre-determined funds, in the amount of 11,351. The attached documents indicate that the expenditures will be for supplies, software, and training.

RECOMMENDED ACTION: Staff recommends that Marysville City Council authorize the Mayor to accept distribution of federal funding when approved application is received
COUNCIL ACTION:



### Fiscal Year (FY) 2011 Local JAG Washington Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2011 JAG funding, as determined by the JAG formula. If your jurisdiction is listed with another city or county government in a shaded area, you are in a funding disparity. In this case, the units of local government must develop a Memorandum of Understanding (MOU) and apply for an award with a single, joint application.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.

Counties that have an asterisk (\*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: [www.ojp.usdoj.gov/BJA/grant/jag11/11JAGMOU.pdf](http://www.ojp.usdoj.gov/BJA/grant/jag11/11JAGMOU.pdf). Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report: <http://hjs.gov/content/pub/pdf/jagp10.pdf>

For JAG Frequently Asked Questions, please refer to BJA's JAG webpage: <http://www.ojp.usdoj.gov/BJA/grant/jag.html>.

State	Jurisdiction Name	Government Type	Eligible Individual Allocation	Eligible Joint Allocation
WA	BENTON COUNTY	County	*	
WA	KENNEWICK CITY	Municipal	\$30,171	
WA	RICHLAND CITY	Municipal	\$12,575	\$42,746
WA	CHELAN COUNTY	County	*	
WA	WENATCHEE CITY	Municipal	\$12,195	\$12,195
WA	CLARK COUNTY	County	\$34,728	
WA	VANCOUVER CITY	Municipal	\$80,469	\$115,197
WA	COWLITZ COUNTY	County	*	
WA	LONGVIEW CITY	Municipal	\$16,794	\$16,794
WA	FRANKLIN COUNTY	County	*	
WA	PASCO CITY	Municipal	\$22,533	\$22,533
WA	KING COUNTY	County	\$76,207	
WA	SEATTLE CITY	Municipal	\$463,108	\$539,315
WA	LEWIS COUNTY	County	*	
WA	CENTRALIA CITY	Municipal	\$12,153	\$12,153
WA	PIERCE COUNTY	County	\$145,367	
WA	TACOMA CITY	Municipal	\$253,939	\$399,306
WA	SPOKANE COUNTY	County	\$32,449	
WA	SPOKANE CITY	Municipal	\$166,424	\$198,873
WA	WALLA WALLA COUNTY	County	*	
WA	WALLA WALLA CITY	Municipal	\$15,022	\$15,022
WA	YAKIMA COUNTY	County	\$15,866	
WA	YAKIMA CITY	Municipal	\$53,548	\$69,414
WA	AUBURN CITY	Municipal	\$33,631	
WA	BELLEVUE CITY	Municipal	\$19,748	
WA	BELLINGHAM CITY	Municipal	\$22,744	
WA	BREMERTON CITY	Municipal	\$37,724	
WA	BURIEN CITY	Municipal	\$23,082	
WA	DES MOINES CITY	Municipal	\$14,600	
WA	EVERETT CITY	Municipal	\$74,182	
WA	FEDERAL WAY CITY	Municipal	\$41,311	

WA	GRANT COUNTY	County	\$11,435	
WA	KENT CITY	Municipal	\$66,460	
WA	KITSAP COUNTY	County	\$81,735	
WA	LACEY CITY	Municipal	\$11,899	
WA	LAKEWOOD CITY	Municipal	\$67,346	
WA	LYNNWOOD CITY	Municipal	\$16,246	
WA	MARYSVILLE CITY	Municipal	\$11,351	
WA	MASON COUNTY	County	\$17,301	
WA	MOSES LAKE CITY	Municipal	\$11,942	
WA	MOUNT VERNON CITY	Municipal	\$10,802	
WA	OLYMPIA CITY	Municipal	\$16,414	
WA	PUYALLUP CITY	Municipal	\$18,651	
WA	RENTON CITY	Municipal	\$36,753	
WA	SEATAC CITY	Municipal	\$18,988	
WA	SHORELINE CITY	Municipal	\$13,081	
WA	SKAGIT COUNTY	County	\$10,887	
WA	SNOHOMISH COUNTY	County	\$71,270	
WA	SPOKANE VALLEY CITY	Municipal	\$34,812	
WA	THURSTON COUNTY	County	\$36,795	
WA	TUKWILA CITY	Municipal	\$21,309	
WA	UNIVERSITY PLACE CITY	Municipal	\$11,604	
WA	WHATCOM COUNTY	County	\$17,216	
	Local total		<b>\$2,324,867</b>	

**BUDGET NARRATIVE FY 2011**

The Marysville Police Department will spend the Local JAG/BYRNE allocated funds of 11,351.00 on the following:

A) Personnel	<u>0</u>
B) Fringe Benefits	<u>0</u>
C) Travel	<u>0</u>
D) Equipment	<u>0</u>
<b>E) Supplies</b>	<b><u>7,351.00</u></b>
F) Construction Costs	<u>0</u>
G) Consultant/Contracts	<u>0</u>
<b>H) Other Costs "Training"</b>	<b><u>4,000.00</u></b>
I) Indirect Costs	<u>0</u>

**TOTAL PROJECT COSTS** **\$11,351** **FEDERAL ALLOCATION**

These funds will all be spent during the four year grant period. There will be no need for sustaining dollars at the end of this grant period. The funds will purchase small equipment, such as digital cameras, air cards, video camera, and such. It will also pay for new and upgraded software such as Adobe PhotoShop and Esri ArcGIS, and provide the funding for training associated with these new software programs. These are usually one day classes, in the local area, with a registration cost of approximately \$500.00 per class.

## **ABSTRACT FY 2011**

**NAME:** Marysville Police Department, City of Marysville  
**TITLE:** Crime Analysis Revitalization  
**GOALS:** To be proactive in providing the necessary supplies, software, and training for our department employees to enable them to be more proficient in providing law enforcement services.

**STRATEGY:** The Local JAG/BYRNE funds allocated this year in the amount of 11,351.00, will be expending on items that have been prioritized by the Marysville Police Command staff.

These items include supplies, software, and training for the Crime Analysis Unit. The Marysville Police Department has experienced declining budget funds and layoffs and has not had the funds to provide adequately for this Unit. It is essential that this Unit has current investigative tools, programs, and training.

The function of the Crime Analysis Unit is to provide in-depth background information on criminal subjects, criminal locations, and the identification of crime trends in the city of Marysville. He gathers, categorizes, and analyzes narrative and statistical data pertaining to past and current criminal activity. He also prepares and disseminates reports and recommendations pertaining to existing and anticipated criminal activity to sworn personnel in order to increase the effectiveness of patrol deployment, crime prevention, and the apprehension of suspects.

The Crime Analysis Unit performs professional-level crime analysis requiring significant education and experience using statistics and probability, and knowledge of law enforcement operations. The Crime Analyst has the responsibility for projects of great complexity and requiring analytical ability and independent judgment, and for making recommendations with greater consequence of error. The Crime Analyst has an emphasis on long range and far reaching strategic and operational crime analysis and the use of analytical skills. Therefore, it was concluded by the Marysville Police Command Staff that the JAG/BYRNE Grant funds should be allocated primarily to the Crime Analysis Unit.

### **TOP FIVE PROJECT IDENTIFIERS:**

1. Criminal Records
2. Career Criminals
3. Gangs
4. Officer Safety
5. Surveillance

## **FY2011      PROGRAM NARRATIVE**

The City of Marysville is a growing community within the County of Snohomish, in the State of Washington. The Marysville Police Department currently has 79.5 staffed positions, 52 sworn, 15 limited commissions, and 12.5 civilians to service a community of 58,040 individuals. In 2010, the City of Marysville had cuts to 7.2% of the City's work force. This eliminated six (6) positions in the staff of Marysville Police Department, three (3) sworn positions, two (2) civilian positions, and one (1) management position. The Marysville Police Department had to identify how to provide services to our community and schools while keeping our philosophy of COPPS, Community Oriented Problem Policing Services. The City of Marysville is adjacent to the Tulalip Tribal Reservation and partners with them in responding to the needs of the community. The Marysville Public Safety Building houses the Marysville Police Department and the Marysville Jail. In 1996 the Marysville Jail had 18 beds. Today Marysville Jail is a 50 bed, 90 day "Holding Facility". The average inmate daily populations range from 35 to 45 inmates in Marysville Jail, with spikes to as many as 57 inmates. We house an average of 34 inmates in Chelan, Okanogan and Snohomish County Jail.

The Marysville Police Department partners with the following entities: Marysville Municipal Court, City Graffiti Task Force, County Graffiti Task Force, County Gang Task Force, Marysville City Council, Marysville City Parks and Recreation Department and Marysville Community Development. The Marysville Police Department has strengthened the partnership with the Marysville School District. All the above partnerships support the growth and responsibilities of the Marysville Police Department and Marysville Jail. Working with each of these groups promotes community awareness, community involvement, and crime preventive

education. Each of these groups target a different faction of society, such as the car thieves, graffiti taggers, business owners, and neighborhood homeowners associations. It is a priority of the City of Marysville to be accountable to the community while providing them a better quality of life within the city of Marysville.

The Marysville Police Department intends to spend the 11,351.00 in Federal JAG/BYRNE funds by purchasing the following, \$2,738.00 in Equipment, \$4,613 in Software, and provide \$4,000.00 in training for the previously mentioned software purchases. This year the funds are solely prioritized to one of the most critical areas in the Department, the Crime Analysis Unit. In the four years that this position has been established there has not been any budgetary funds available to purchase needed software and technology to support the efficient job performance of the Crime Analyst. This year with the JAG/BYRNE funds will purchase the much needed programs, Adobe photoshop, Esri Arc GIS Software, and some tools, such as a video camera, media cards, and air cards. When all of these purchases are made, the Crime Analyst will be sent to two training sessions, one to support the GIS Software purchase and the other training session will be to support AVID software. All of this put together over the next four years will allow the Crime Analyst the ability to produce information critical investigations to suspects, subjects, known criminals and others with criminal ties to the Marysville community and local areas. It is essential that this Unit has current background investigative tools. Examples of Crime Analyst duties:

1. Conducts research and strategic crime analysis to identify crime patterns and trends; analyzes long term crime patterns and trends using probability studies and complex statistical analyses such as random samplings, correlation, and regression analysis; develops and tests hypotheses; develops victim and suspect profiles (e.g. physical or vehicle description profiles); forecasts

future criminal activity.

2. Prepares strategic action plans; assists operations and management personnel in planning the deployment of resources for the prevention and suppression of criminal activity.

3. Makes written and oral presentations, often using charts and graphs, to inform officers, detectives, investigators, and commanders of emerging or existing crime series, patterns, and trends, as well as suspect and victim profiles.

4. Conducts tactical crime analyses, identifying current crime series and hot spots; prepares tactical action plans.

5. Gathers data on criminal activity from other law enforcement agencies in order to study and analyze past and existing crime series, patterns, and trends; uses and maintains general and specialized computer applications in order to gather, categorize, and analyze crime data, as well as to assist in the dissemination of information pertinent to law enforcement.

6. Attends regional meetings of crime analysis professionals in order to share information on crime patterns, new methodologies, and developing tools.

The information is provided to detectives and patrol officers so that they can prepare chargeable cases to the prosecutor's office. When appropriate, this information is also passed along to the above mentioned law enforcement partners.

The Marysville Police Department collects the statistics of the activity of the different officers, and employees in the Department. The Crime Analyst is the primary originator of this data. His many varied reports are available anytime for request to review, otherwise, due to the funds being spent on supplies, software, and training, there will not be any program performance measures completed.



# MARYSVILLE POLICE DEPARTMENT

Richard L. Smith, Chief of Police



**To:** Chief Smith  
**From:** Margaret Vanderwalker  
**Date:** June 7<sup>th</sup>, 2011  
**RE:** JAG/BYRNE Grant, local solicitation

A handwritten signature in black ink, appearing to read "Margaret Vanderwalker".

Sir, please see the attached Notice of Funding Availability released by the JAG/BYRNE Grant. This is the grant for the Local Solicitation in which the Marysville Police Department was awarded a pre-determined amount of \$11,351.00.

At this time I would like to ask you and the Command Staff to review your purchasing priorities and provide a list of expenditures to me prior to the July 21<sup>st</sup>, 2011 due date.

I would also ask that you discuss this grant opportunity with the Mayor and the Chief Administrative Officer of the City of Marysville so that we can meet the notification guidelines outlined in the grant application. This grant packet will be prepared and attached to a City of Marysville Executive Summary Action so that it can go before the City Council members and any citizens of Marysville that choose to attend the Council meeting.

Thank you for your attention to this matter.

1635 Grove Street, Marysville, Washington 98270  
360-363-8300





**MARYSVILLE POLICE DEPARTMENT**  
Richard L. Smith, Chief of Police



Office Correspondence

To: Margaret Vanderwalker  
From: Chief Rick Smith *RS*  
Date: July 20, 2011  
Subject: Byrne/JAG Allocation

The purpose of this correspondence is to provide you with equipment/supplies to meet the Byrne/JAG municipal allocations. The City of Marysville has an allocation of \$11,351.00 and will be identified as follows:

Unit	Amount	Description	
Patrol	\$1,479.00	Digital cameras - evidence	<i>EQUIPMENT</i>
Detectives	413.00	Software	
Detectives	64.00	Equipment – evidence investigation	
Detectives	645.00	Equipment – evidence/camera accessories	
Crime Analysis	150.00	Equipment – media cards/digital accessories	
Crime Analysis	150.00	Equipment – Air card/investigation access	
Crime Analysis	250.00	Equipment – Equipment/Small video camera	} <i>2738 -</i>
Crime Analysis	700.00	Software – Adobe photoshop	} <i>4613 -</i>
Crime Analysis	3,500.00	Software – Esri ArcGIS	
Crime Analysis	2,000.00	Training – GIS software program	} <i>4,000 -</i>
Crime Analysis	2,000.00	Training – AVID software program	
<b>TOTAL</b>	<b>\$11,351.00</b>	<b>Full Allocation</b>	

If you need anything further, let me know.

1635 Grove Street, Marysville, Washington 98270  
360-363-8300



## HUMAN RESOURCES

1015 State Avenue  
Marysville, Washington 98270  
Phone: 360.363.8000  
Fax: 360.658.4648  
marysvillewa.gov

DATE: June 27, 2011

TO: Rick Smith  
Chief of Police

FROM: Kristie Guy *K Guy*  
Assistant Human Resources Director

RE: Layoff Information

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This memorandum provides information related to the reduction in the City's workforce in 2010. In November, the City was forced to make significant cuts to address declining revenues. In addition to operational cost-cutting measures, the City implemented a reduction in workforce that included 18 positions being laid off and the elimination of ten vacant positions.

Per your request, the following outlines the impact to the employee headcount City-wide and specific to the Police Department.

- Total City-wide headcount before layoffs equaled 268 employees
- Total number of City-wide layoffs equaled 18 employees (7.2%)
- Total civilian law enforcement layoffs equaled 2 employees (.76%)
  - 1 civilian Lead Program Specialist
  - 1 civilian Business Office Manager

The Police Department lost the following vacant positions:

- 3 sworn Officers
- 2 additional School Resource Officers
- 1 additional Community Service Officer

In summary, the Police Department lost a total of eight (8) positions in 2010. Please let me know if you need any additional information.

U.S. Department of Justice  
Office of Justice Programs  
*Bureau of Justice Assistance*



The U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) is pleased to announce that it is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

## **Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2011 Local Solicitation**

### **Eligibility**

Applicants are limited to units of local government appearing on the FY 2011 JAG Allocations List. To view this list, go to [www.ojp.usdoj.gov/BJA/grant/11jagallocations.html](http://www.ojp.usdoj.gov/BJA/grant/11jagallocations.html). For JAG program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff. In the District of Columbia or any United States Trust Territory, a unit of local government is any agency of the District of Columbia or federal government performing law enforcement functions for the District of Columbia or Trust Territories of the United States.

### **Deadline**

Registration for this funding opportunity is required prior to application submission, by selecting the "Apply Online" button associated with the solicitation title in OJP's Grants Management System (GMS). (See "How to Apply," page 11.) All registrations and applications are due by 8:00 p.m. eastern time on July 21, 2011. (See "Deadlines: Registration and Application," page 4.)

### **Contact Information**

For technical assistance with submitting the application, contact the Grants Management System Support Hotline at 1-888-549-9901, option 3, or via e-mail to [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov).

**Note:** The GMS Support Hotline hours of operation are Monday–Friday from 6:00 a.m. to 12 midnight eastern time, except federal holidays.

For assistance with any other requirement of this solicitation, contact the BJA Justice Information Center at 1–877–927–5657, via e-mail to [JIC@telesishq.com](mailto:JIC@telesishq.com), or by live web chat. The BJA Justice Information Center hours of operation are 8:30 a.m. to 5:00 p.m. eastern time, and 8:30 a.m. to 8:00 p.m. eastern time, Monday through Friday, on the solicitation close date. You may also contact your State Policy Advisor: [www.ojp.gov/BJA/resource/ProgramsOffice.html](http://www.ojp.gov/BJA/resource/ProgramsOffice.html).

**Release date: June 6, 2011**

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# **Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation CFDA #16.738**

## **Overview**

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG-funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

## **Deadlines: Registration and Application**

Registration is required prior to submission. The deadline to register in GMS is 8:00 p.m. eastern time on July 21, 2011 and the deadline for applying for funding under this announcement is 8:00 p.m. eastern time on July 21, 2011. Please see the "How to Apply" section, page 6, for more details.

## **Eligibility**

Please refer to the cover page of this solicitation for eligibility under this program.

## **JAG Program—Specific Information**

### **Formula**

Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.
4. Determining local unit of government award allocations, which are based on their proportion of the state's three-year violent crime average. If a local eligible award amount is less than \$10,000, the funds are returned to the state to be awarded to these

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local units of government through the state agency. If the eligible award amount is \$10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

## **Award Amount**

Eligible award amounts under JAG are posted annually to BJA's JAG web page: [www.ojp.usdoj.gov/BJA/grant/jag.html](http://www.ojp.usdoj.gov/BJA/grant/jag.html).

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

## **Purpose Areas**

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and criminal justice information systems for criminal justice that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

Note: The authorizing statute for the JAG Program provides that funds are to be used for the purposes above and notes that these purposes include all of the purposes previously authorized under the Edward Byrne Memorial State and Local Assistance Program (Byrne Formula) and the Local Law Enforcement Block Grant Program (LLEBG). This provision may be useful to applicants in understanding all of the allowable uses under the above purpose areas. For example, relying on this provision, it can be understood that the JAG Purpose Area "Prosecution and court programs" listed above, provides the states and local units of government with the authority to fund defender, judicial, pretrial, and court administration efforts as well as prosecution programs. For a listing of prior Byrne Formula and LLEBG purpose areas, see [www.ojp.usdoj.gov/BJA/grant/byrnepurpose.html](http://www.ojp.usdoj.gov/BJA/grant/byrnepurpose.html). Although these two programs have been eliminated, their prior purpose areas may be useful in appreciating the scope of the JAG purpose areas.

JAG funds may also be used to address key statutory requirements that may not be otherwise funded, including requirements from the state and federal level, such as addressing limited English proficiency requirements and other similar mandates.

## **Priorities**

BJA recognizes that the downturn in the economy has resulted in significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make SAAs and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of the Byrne JAG funding at the state and local level.

As an overall framework for success, we encourage both state and local comprehensive justice planning, bringing all of the system stakeholders together, including law enforcement, courts, prosecutors, defenders, corrections officials, and other stakeholders to create a comprehensive and strategic justice plan to ensure coordination and a more effective justice system.

As a part of this strategic planning process, we strongly encourage state and local planners to consider programs that are evidence-based and have been proven effective; in a difficult budgetary climate, it is critical that dollars are spent on programs whose effectiveness is proven. However, we recognize that state and local programs can also be excellent laboratories for innovative programs that can be models for other states and localities addressing difficult problems. BJA has made resources available to SAAs and others to provide training and technical assistance in identifying and using evidence-based practices as the outcome of a comprehensive and strategic justice plan in the state or local community. We also strongly encourage SAAs and local recipients to use JAG funding to support, replicate and expand strategic efforts to assess system cost drivers and to make appropriate policy changes that can reduce system costs while not jeopardizing public safety. These efforts include justice reinvestment and court reengineering as well as others.

In addition to these overarching considerations and in addition to our longstanding and unwavering commitment to keeping violent crime at its lowest level in decades, the following priorities represent key areas where we will be focusing nationally and invite each state to join us in addressing these challenges as a part of our JAG partnership.

#### Counterterrorism and Information Sharing/Fusion Centers

A key priority for DOJ and, indeed, the entire Administration, is effective counterterrorism and terrorism prevention programs. We recognize that state and local law enforcement are critical partners in detecting, identifying, preventing, and disrupting acts of violence against the United States by both domestic and international extremist organizations. Preventing terrorism remains the first goal of DOJ's strategic plan and remains a priority for BJA. A key priority of the National Strategy on Information Sharing for preventing terrorism includes support for State and Major Urban Area fusion centers (fusion centers) to address gaps in achieving full implementation of Global's Baseline Capabilities for fusion centers. Through the partnership of the U.S. Department of Homeland Security and DOJ the support for these fusion centers also enhances a state's response to "all crimes" by improving information sharing and coordination with local law enforcement agencies.

#### Evidence-Based Programs or Practices

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence (generally obtained through one or more outcome evaluations). Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based.



### Economic Crime

As our economy shows signs of recovery, it is essential that we not allow this progress to be thwarted by economic crime, including mortgage fraud, financial crimes, fraud, and intellectual property crimes that threaten our economic growth and stability.

### Reentry and Smart Probation

In order to lessen the burden on what has been described as an overreliance on incarceration, it is essential that those who have served time can transition back into the community and into crime-free pro-social lives. To do this, we will emphasize smart and effective approaches to offender reentry and will support statewide and local efforts in justice reinvestment, which reduces costly spending on incarceration and reinvests a portion of the savings into other areas of the justice system without sacrificing accountability.

### Indigent Defense

Another key priority area is ensuring that justice is truly done in the criminal justice system—the Attorney General has consistently stressed that the crisis in indigent defense reform is a serious concern of his, a concern which is shared by OJP and BJA. As a former prosecutor and judge, however, the Attorney General is also acutely aware that without adequate funding for the courts, prosecution, problem-solving courts, and other innovative, cost-saving alternatives to incarceration, true justice cannot be achieved.

### Children Exposed To Violence

Last, but certainly not least, we must ensure that, in the context of our continued focus on addressing violent crime, children who are exposed to violence are responded to effectively so that these experiences do not risk the futures of these children and do not fuel the cycle of violence.

These priorities and others will be the focus of our efforts during FY 2011, and we invite you as a partner and grantee to join us in our efforts to address these critical issues.

### Interoperable Communications

Grantees (including sub-grantees) that are using FY 2011 JAG Program funds to support emergency communications activities should comply with the *FY 2011 SAFECOM Guidance for Emergency Communication Grants*, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at [www.safecomprogram.gov](http://www.safecomprogram.gov).

Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of

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SWICs for each of the 56 states and territories. Please contact [OEC@hq.dhs.gov](mailto:OEC@hq.dhs.gov) if you are not familiar with your state or territory's SWIC. If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Please note that for future year solicitations (FY 2012), BJA will require that the SWIC provide approval for changes in interoperable communication projects. Grantees should establish communications with the SWIC in their state or territory in the near future in order to ensure seamless coordination on all projects going forward.

Grantees (and sub-grantees) should provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to their assigned BJA State Policy Advisor once items are procured during any periodic programmatic progress reports.

## Responsibilities

The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425) and performance metrics reports and annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

## Length of Awards

Awards are made in the first fiscal year of the appropriation and may be expended during the following 3 years, for a total grant period of 4 years. Extensions beyond this period may be made on a case-by-case basis at the discretion of the Director of BJA and must be requested via the Grants Management System (GMS) **no less than 30 days prior to the grant end date**.

## Administrative Funds

A unit of local government may use up to 10 percent of the award, plus any interest accrued, for costs associated with administering JAG funds.

## Disparate Certification

A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

- ★ Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which

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jurisdiction will serve as the applicant/fiscal agent for joint funds, must be completed, and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to [www.ojp.usdoj.gov/BJA/grant/jag11/11JAGMOU.pdf](http://www.ojp.usdoj.gov/BJA/grant/jag11/11JAGMOU.pdf).

## **Governing Body Review**

The applicant agency (fiscal agent in disparate situations) must make the grant application available for review by the governing body (or to the organization designated by the governing body) not fewer than 30 days before the application is submitted to BJA.

## **Public Comment**

The applicant agency (the fiscal agent in disparate situations) must include a statement that the application was made public and that, to the extent of applicable law or established procedure, an opportunity to comment was provided to citizens and to neighborhood or community-based organizations.

## **Budget Information**

### **Match Requirement**

While match is not required with the JAG Program, match can be used as an effective strategy for states and units of local government to expand justice funds and build buy-in for local criminal justice initiatives.

### **Supplanting**

Federal funds must be used to supplement existing funds for program activities and cannot replace or supplant nonfederal funds that have been appropriated for the same purpose. Supplanting is prohibited under JAG. Please see BJA's [JAG web page](#) and the updated JAG FAQs for examples of supplanting.

### **Trust Fund**

Award recipients may drawdown JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement only applies to direct JAG award recipients as well as subrecipients that are not on a reimbursement basis.

### **Prohibited Uses**

No JAG funds may be expended outside of JAG purpose areas. Even within these purpose areas, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Nor may JAG funds be used directly or indirectly to provide for any of the following matters unless BJA certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

- Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters).
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar matters.

\*For information related to requesting a waiver to use funds for any prohibited item, please refer to the updated JAG FAQs on BJA's [JAG web page](#).

## Reporting Requirements

Once an award is accepted, award recipients must submit quarterly financial status (SF-425) and annual performance reports through [GMS](#).

In addition, applicants who receive funding under this solicitation must provide data that measures the results of their work. Please refer to "Performance Measures" below for further information.

## Performance Measures

To assist in fulfilling the Department's responsibilities under the Government Performance and Results Act of 1993 (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measures the results of their work. **Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) web site: [www.bjaperformancetools.org](http://www.bjaperformancetools.org).** The performance measure can be found at: [www.bjaperformancetools.org/help/ARRAJAGandJAGCombinedIndicatorGrid.pdf](http://www.bjaperformancetools.org/help/ARRAJAGandJAGCombinedIndicatorGrid.pdf).

**All JAG recipients should be aware that BJA is currently considering changes to the JAG performance reporting processes, including measures. While state administering agencies will play a role in the process, recipients are advised that the reporting requirements noted above may be subject to modification through this process.**

Submission of performance measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for performance measures. Please refer to the section "What an Application Must Include" (below) for additional information.

**Note on project evaluations:** Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protections. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, “a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge” (28 C.F.R. § 46.102(d)). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the “Research and the Protection of Human Subjects” section of the OJP Other Requirements for OJP Applications” web page ([www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm)). Applicants whose proposals may involve a research or statistical component also should review the “Confidentiality” section on that web page.

## Notice of New Post-Award Reporting Requirements

Applicants should anticipate that all recipients (other than individuals) of awards of \$25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), will be required to report award information on any first-tier subawards totaling \$25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients. Each applicant entity must ensure that it has the necessary processes and systems in place to comply with the reporting requirements should it receive funding. Reports regarding subawards will be made through the FFATA Subaward Reporting System (FSRS), found at [www.fsrs.gov/](http://www.fsrs.gov/).

Please note also that applicants should anticipate that no subaward of an award made under this solicitation may be made to a subrecipient (other than an individual) unless the potential subrecipient acquires and provides a Data Universal Numbering System (DUNS) number.

## How to Apply

Applications are submitted through OJP’s Grants Management System ([GMS](#)). GMS is a web-based, data-driven computer application that provides cradle to grave support for the application, award, and management of awards at OJP. Applicants must register in GMS for each specific funding opportunity and should begin the process immediately to meet the GMS registration deadline, especially if this is the first time using the system. Complete instructions on how to register and submit an application in GMS can be found at [www.ojp.usdoj.gov/gmscbt/](http://www.ojp.usdoj.gov/gmscbt/). If the applicant experiences technical difficulties at any point during this process, please e-mail [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov) or call 888-549-9901 (option 3), Monday–Friday from 6:00 a.m. to midnight eastern time, except federal holidays. OJP highly recommends that applicants start the registration process as early as possible to prevent delays in submitting an application package by the specified application deadline.

All applicants should complete the following steps:

1. **Acquire a DUNS number.** A DUNS number is required to submit an application in GMS. In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS (Data Universal Numbering System) number in their application for a new award or renewal of an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life

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cycle. Obtaining a DUNS number is a free, one-time activity. Obtain a DUNS number by calling Dun and Bradstreet at 866-705-5711 or by applying online at [www.dnb.com](http://www.dnb.com). A DUNS number is usually received within 1-2 business days.

2. **Acquire or renew registration with the Central Contractor Registration (CCR) database.** OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the Central Contractor Registration (CCR) database. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. Organizations that have previously submitted applications via Grants.gov are already registered with CCR, as it is a requirement for Grants.gov registration. Please note, however, that applicants must **update or renew their CCR registration annually** to maintain an active status. Information about CCR registration procedures can be accessed at [www.ccr.gov](http://www.ccr.gov).
3. **Acquire a GMS username and password.** A new user must create a GMS profile by selecting the “First Time User” link under the sign-in box of the [GMS](http://www.gms.usdoj.gov) home page. For more information on how to register in GMS, go to [www.ojp.usdoj.gov/gmscbt/](http://www.ojp.usdoj.gov/gmscbt/).
4. **Verify the CCR registration in GMS.** OJP requests that all applicants verify their CCR registration in GMS. Once logged into GMS, please click the “CCR Claim” link on the left side of the default screen. Click the submit button to verify the CCR registration.
5. **Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the “Funding Opportunities” link on the left side of the page. Please select the Bureau of Justice Assistance and the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation.
6. **Register by selecting the “Apply Online” button associated with the solicitation title.** The search results from step 5 will display the solicitation title along with the registration and application deadlines for this funding opportunity. Please select the “Apply Online” button in the “Action” column to register for this solicitation and create an application in the system.
7. **Submit an application consistent with this solicitation by following the directions in GMS.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, an applicant must wait for GMS approval before submitting an application. Applicants are urged to submit the application **at least 72 hours prior** to the due date of the application.

**Note: OJP’s Grants Management System (GMS) does not accept executable file types as application attachments.** The disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”

## Experiencing Unforeseen GMS Technical Issues

If an applicant experiences unforeseen GMS technical issues beyond the applicant’s control that prevent submission of its application by the deadline, the applicant must contact the Bureau of Justice Assistance Programs Office staff **within 24 hours after the deadline** and request approval to submit the application. At that time, BJA Programs Office staff will instruct the applicant to submit specific information detailing the technical difficulties. The applicant must e-

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mail: a description of the technical difficulties, a timeline of submission efforts, the complete grant application, the applicant DUNS number, and GMS Help Desk tracking number(s) received. After the program office reviews all of the information submitted, and contacts the GMS Help Desk to validate the technical issues reported, OJP will contact the applicant to either approve or deny the request to submit a late application. If the technical issues reported cannot be validated, the application will be rejected as untimely.

The following conditions are not valid reasons to permit late submissions: (1) failure to begin the registration process in sufficient time, (2) failure to follow GMS instructions on how to register and apply as posted on its Web site, (3) failure to follow all of the instructions in the OJP solicitation, and (4) technical issues experienced with the applicant's computer or information technology (IT) environment.

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding web page, [www.ojp.usdoj.gov/funding/solicitations.htm](http://www.ojp.usdoj.gov/funding/solicitations.htm).

## What an Application Must Include

This section describes what an application is expected to include and sets out a number of elements. Applicants should anticipate that failure to submit an application that contains all of the specified elements may negatively affect the review of the application and, should a decision nevertheless be made to make an award, will result in the inclusion of special conditions that preclude access to or use of award funds pending satisfaction of the conditions.

OJP strongly recommends use of appropriately descriptive file names (e.g., "Program Narrative," "Budget and Budget Narrative," "Memoranda of Understanding," etc.) for all required attachments.

### 1. Application for Federal Assistance (SF-424)

The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. Grants.gov and GMS take information from the applicant's profile to populate the fields on this form.

### 2. Program Narrative

Applicants **must** submit a program narrative that generally describes the proposed program activities for the four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs.

Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

**Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.**

### 3. Budget and Budget Narrative

Applicants **must** submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. This narrative should include a full breakdown of administrative costs, as well as an overview of

how funds will be allocated across approved JAG purpose areas. Applicants should utilize the following approved budget categories to label the requested expenditures: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Consultants/Contracts, and an Other category. For informational purposes only, a sample budget form may be found at [www.ojp.usdoj.gov/funding/forms/budget\\_detail.pdf](http://www.ojp.usdoj.gov/funding/forms/budget_detail.pdf). Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.

**Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.**

#### **4. Review Narrative**

Applicants **must** submit information documenting that the date the JAG application was made available for review to the governing body, or to an organization designated by that governing body, on a date not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens to the extent applicable law or established procedures make such opportunity available. Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.

**Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.**

#### **5. Abstract**

Applicants **must** provide an abstract that includes the applicant's name, title of the project, goals of the project, and a description of the strategies to be used. In addition, above or below the abstract narrative, applicants **must identify the top five project identifiers** that would be associated with proposed project activities. The list of all identifiers, separated by JAG program area, can be found at [www.ojp.usdoj.gov/BJA/grant/jaq11/JAGIdentifiers.pdf](http://www.ojp.usdoj.gov/BJA/grant/jaq11/JAGIdentifiers.pdf). The abstract **must not** exceed a half-page, or 400-500 words.

**Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.**

#### **6. Tribal Authorizing Resolution (if applicable)**

If an application is being submitted by either (1) a tribe or tribal organization or (2) a third party proposing to provide direct services or assistance to residents on tribal lands, then a current authorizing resolution of the governing body of the tribal entity or other enactment of the tribal council or comparable governing body authorizing the inclusion of the tribe or tribal organization and its membership should be included with the application. In those instances when an organization or consortium of tribes proposes to apply for a grant on behalf of a tribe or multiple specific tribes, then the application should include a resolution from all tribes that will be included as a part of the services/assistance provided under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from



all tribes in the consortium (i.e., without authorizing resolution or other enactment of each tribal governing body) may submit a copy of its consortium bylaws with the application in lieu of tribal resolutions.

#### **7. Additional Attachments (if applicable)**

Jurisdictions certified as disparate **must** identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application **must** determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds, **must** be completed, and signed by the Authorized Representative for each participating jurisdiction. The signed MOU **must** be attached to the application. For a sample MOU, go to [www.ojp.usdoj.gov/BJA/grant/jag11/11JAGMOU.pdf](http://www.ojp.usdoj.gov/BJA/grant/jag11/11JAGMOU.pdf).

**Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.**

#### **8. Other Standard Forms**

Additional forms that may be required in connection with an award are available on OJP's funding page at [www.ojp.usdoj.gov/funding/forms.htm](http://www.ojp.usdoj.gov/funding/forms.htm). For successful applicants, receipt of funds may be contingent upon submission of all necessary forms. Please note in particular the following forms.

- a. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (required to be submitted in GMS prior to the receipt of any award funds).
- b. Disclosure of Lobbying Activities (required for any applicant that expends any funds for lobbying activities; this form must be downloaded, completed, and then uploaded).
- c. Accounting System and Financial Capability Questionnaire (required for any applicant other than an individual that is a non-governmental entity and that has not received any award from OJP within the past 3 years; this form must be downloaded, completed, and then uploaded).
- d. Standard Assurances (required to be submitted in GMS prior to the receipt of any award funds).

## **Review Process**

OJP is committed to ensuring a fair and open process for awarding grants. The Bureau of Justice Assistance reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final grant award decisions will be made by the Assistant Attorney General (AAG).

## Additional Requirements

Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. We strongly encourage you to review the information pertaining to these additional requirements prior to submitting your application. Additional information for each can be found at [www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm).

- [Civil Rights Compliance](#)
- Faith-Based and Other Community Organizations
- Confidentiality
- Research and the Protection of Human Subjects
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- National Environmental Policy Act (NEPA)
- DOJ Information Technology Standards (if applicable)
- Single Point of Contact Review
- Nonsupplanting of State or Local Funds
- Criminal Penalty for False Statements
- Compliance with [Office of Justice Programs Financial Guide](#)
- Suspension or Termination of Funding
- Nonprofit Organizations
- For-Profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act (FFATA) of 2006
- Awards in excess of \$5,000,000 – federal taxes certification requirement
- Active CCR Registration

**Application Checklist**  
**FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program:**  
**Local Solicitation**

The application checklist has been created to aid assist in developing an application.

**Eligibility Requirement:**

- \_\_\_\_\_ The jurisdiction listed as the legal name on the application corresponds with the eligible jurisdiction listed on BJA's JAG web page
- \_\_\_\_\_ The federal amount requested is within the allowable limit of the FY 2011 JAG Allocations List as listed on BJA's JAG web page

**The Application Contains:**

- \_\_\_\_\_ Standard 424 Form (see page 13)
- \_\_\_\_\_ Program Narrative (see page 13)
- \_\_\_\_\_ Budget and Budget Narrative (see page 13)
- \_\_\_\_\_ Review Narrative (the date the JAG application was made available to the governing body for review and that it was provided to the public for comment) (see page 14)
- \_\_\_\_\_ Abstract (see page 14)
- \_\_\_\_\_ Additional Attachment: Memorandum of Understanding (MOU), if in a funding disparity (see page 15)
- \_\_\_\_\_ Tribal Authorizing Resolution (if applicable) (see page 14)
- \_\_\_\_\_ Other Standard Forms as applicable (see page 15), including:
  - \_\_\_\_\_ Disclosure of Lobbying Activities (if applicable)
  - \_\_\_\_\_ Accounting System and Financial Capability Questionnaire (if applicable)
- \_\_\_\_\_ DUNS Number (see page 11)
- \_\_\_\_\_ CCR Registration (see page 12)