

Marysville City Council Work Session**December 2, 2013****7:00 p.m.****City Hall****Call to Order****Pledge of Allegiance****Roll Call****Approval of the Agenda****Committee Reports****Presentations****Discussion Items****Approval of Minutes** *(Written Comment Only Accepted from Audience.)*

1. Approval of the November 12, 2013 City Council Meeting Minutes.

Consent

2. Approval of the November 20, 2013 Claims in the Amount of \$910,551.91; Paid by Check Number's 88417 through 88547 with Check Number 88237 Voided.
3. Approval of the November 27, 2013 Claims in the Amount of \$463,870.48; Paid by Check Number's 88548 through 88682 with No Check Number's Voided.
4. Approval of the November 20, 2013 Payroll in the Amount of \$827,990.09; Paid by Check Number's 27155 through 27191.

Review Bids**Public Hearings****Action Item**

5. Consider Authorizing \$110,000 in Additional Management Reserve for the 99th Ave/42nd St. Water Main Project for a Total Project Allocation of \$856,425.42.

New Business

6. Consider Approving the Third Amendment to the Interlocal Agreement with the City of Kirkland for Jail Services.

Work Sessions are for City Council study and orientation – Public Input will be received at the December 9, 2013 City Council meeting.

Marysville City Council Work Session**December 2, 2013****7:00 p.m.****City Hall**

7. Consider Approving the Fifth Amendment to the Interlocal Agreement with the City of Sauk-Suiattle Tribe for Jail Services.
8. Consider Approving the Fifth Amendment to the Interlocal Agreement with the Tulalip Tribes for Jail Services.
9. Consider Approving the Fifth Amendment to the Interlocal Agreement with the Stillaguamish Tribe for Jail Services.
10. Consider Approving the Eighth Amendment to the Interlocal Agreement with the City of Arlington for Jail Services.
11. Consider Approving the Tenth Amendment to the Interlocal Agreement with the City of Lake Stevens for Jail Services.
12. Consider Approving the Public Defense Service Agreement with Feldman & Lee, P.S.
13. Consider Approving the Special Counsel Legal Services with Summit Law Group.
14. Consider the Amendment No. 5 to the Janitorial Services Contract with Advantage Building Services which Increases the Contract by \$2,586.98 for a Total Amended Contract Price of \$67,261.58 and Extends the Contract for a Fifth Annual Term.
15. Consider Approving the Business Licensing Service Agreement with the Department of Revenue's Business Licensing Service.
16. Consider Approving the Citizen Advisory Committees Funding Recommendations for Program Years 2014 & 2015, and Direct Staff to Notify Each Subrecipient of the Approved Funding Recommendations and Prepare a Program Year 2014 Annual Action Plan in Accordance with the 2012-2016 Consolidated Plan.
17. Consider Approving the Interlocal Agreement for Emergency Management Services with Snohomish County Department of Emergency Management (SCDEM).
18. Consider Approving the Wetland Mitigation Credit Buy/Sell Agreement with Mitigation Banking Services, LLC, in the Amount of \$137,600.
19. Consider Approving the Professional Services Agreement Supplement No. 1 in the Amount of \$258,833.00 with Murray, Smith and Associates, Inc.
20. Consider Approving an Interagency Agreement with Washington State Department of Enterprise Services, Selecting as the Emergency Services Company (ESCO) Ameresco.

Work Sessions are for City Council study and orientation – Public Input will be received at the December 9, 2013 City Council meeting.

Marysville City Council Work Session

December 2, 2013

7:00 p.m.

City Hall

21. Consider Approving the Visitor and Community Information Center Services Agreement with the Greater Marysville Tulalip Chamber of Commerce.
22. Consider Approving the Police Chief to Execute the Vehicle Use Agreements with NICB for the Purpose of Investigating Vehicle Thefts and Insurance Related Crimes.
23. Consider a **Resolution** of the City of Marysville, Washington, Fixing a Time and Place for Hearing on the Final Assessment Roll for Local Improvement District No. 71, and Directing that Notice thereof be Given in the Manner Required By Law.
24. Consider a **Resolution** of the City of Marysville Repealing Resolution Number 2268 and Adopting the Health Reimbursement Arrangement/Voluntary Employees' Beneficiary Association ("HRA VEBA") Plan Designs.
25. Consider a **Resolution** for Participation in the Hazard Mitigation Planning with Snohomish County Department of Emergency Management.
26. Consider an **Ordinance** Authorizing the Condemnation, Appropriation, Taking and Damaging of Land and Other Property for Purposes of Improving the Intersection at 88th Street N.E. and 55th Avenue N.E.
27. Consider an **Ordinance** Authorizing the Condemnation, Appropriation, Taking and Damaging of Land and Other Property for Purposes of Extending the Bayview Trail.
28. Consider an **Ordinance** Amending Sections 3.64.020(1) and (2) of the Marysville Municipal Code, Relating to the Utility Tax on Telephone Services.
29. Consider an **Ordinance** of the City of Marysville, WA, Authorizing the City of Marysville to Continue to Impose A Sales and Use Tax as Authorized By RCW 82.14.415 As a Credit Against State Sales and Use Tax; Certifying the Costs to Provide Municipal Services to the Central Marysville Annexation Area; and Setting a New Threshold Amount for Fiscal Year 2014 Relating to Annexations.
30. Consider an **Ordinance** of the City of Marysville, Washington Increasing Water, Sewer, and Surface Water Utility Rates and Amending Sections 14.07.060, 14.07.070, and 14.19.050 of the Marysville Municipal Code as Allowed Under Section 14.07.075.
31. Consider an **Ordinance** of the City of Marysville Amending the 2013 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2911.

Legal

Mayor's Business

Work Sessions are for City Council study and orientation – Public Input will be received at the December 9, 2013 City Council meeting.

Marysville City Council Work Session**December 2, 2013****7:00 p.m.****City Hall****Staff Business****Call on Councilmembers****Executive Session**

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

Adjourn

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact 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.

Index #1

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Excuse the absence of Councilmember Stevens.	Approved
Approve the agenda with one additional item.	Approved
Committee Reports	
Presentations	
Volunteer of the Month – The Mizell Family	Presented
Employee of the Month – Mike Robinson	Presented
Approval of Minutes	
Approval of the October 14, 2013 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the October 23, 2013 Claims in the Amount of \$363,600.02; Paid by Check Number's 87821 through 87985 with No Check Numbers Voided.	Approved
Consider the Professional Services Agreement with Gray and Osborne, Inc. for the 3 rd Street Retrofit Project as Funded Under the 2013-15 Municipal Stormwater Capacity Grant Program with the Department of Ecology.	Approved
Consider Grant Agreement with the Washington State Department of Ecology for the 2013-15 Municipal Stormwater Capacity Grant Program.	Approved
Consider the Mitigation Agreement with Department of Ecology for Wetland Credits.	Approved
Consider Accepting the Lakewood Triangle Access/156 th Street Overcrossing Project, Starting the 45-Day Lien Filing Period for Project Closeout.	Approved
Consider Accepting the Sunnyside Blvd Water Main Project, Starting the 45-Day Lien Filing Period for Project Closeout.	Approved
Approval of the October 30, 2013 Claims in the Amount of \$450,313.05; Paid by Check Number's 87986 through 88134 with No Check Number's Voided.	Approved
Approval of the November 5, 2013 Payroll in the Amount \$1,474,516.76; Paid by Check Number's 27111 through 27154.	Approved
Public Hearings	
Consider an Ordinance Amending the Marysville City Code to Enact a New Chapter 12.06 Marysville Transportation Benefit District, Establishing a Transportation Benefit District, Specifying the Boundaries for the Transportation Benefit District, Specifying the Maintenance and Preservation of Existing Transportation Improvements, and Fixing a Time when the Same Shall Become Effective.	Approved Ord. No.2938
Consider the Amended Year 2013 Annual Action Plan and Direct Staff to Provide a Summary of, and Response to Any Comments Received During the Public Hearing into the Amended Annual Action Plan, and Forward to the U.S. Department of Housing and Urban Development.	Approved
Consider Program Year 2012 Consolidated Annual Performance Evaluation Report and Direct Staff to Provide a Summary of, and Response to any Comments Received During the Public Hearing into the	Approved

Report, and Forward to the U.S. Department of Housing and Urban Development.	
New Business	
Consider an Ordinance Related to Title 22 (the Uniform Development Code) of Marysville Municipal Code (MMC) and to the Adoption Maximum State Environmental Policy Act (SEPA) Flexible Categorical Exemption Thresholds as Provided in WAC 197-11-800; Amending MMC 22E.030.090 Categorical Exemptions, Threshold Determinations, and Enforcement of Mitigating Measures.	Approved Ord. No. 2939
Consider an Ordinance relating to Compulsory Garbage Collection Service.	Approved Ord. No. 2940
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	8:10 p.m.
Executive Session	8:20 p.m.
Litigation – one item	
ACTION	Yes
Adjournment	8:30

COUNCIL



DRAFT
MINUTES

Regular Meeting
November 12, 2013

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. Pastor Thompson from New Life Center Marysville gave the invocation.

Roll Call

Chief Administrative Officer Hirashima gave the roll call. The following staff and councilmembers were in attendance.

Mayor: Jon Nehring

Council: Steve Muller, Kamille Norton, Jeff Seibert, Rob Toyer, Jeff Vaughan, and Donna Wright

Absent: Michael Stevens

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Planning Manager Chris Holland, Parks and Recreation Director Jim Ballew, Parks and Recreation Services Manager Tara Mizell, Park Maintenance Manager Mike Robinson, and Recording Secretary Laurie Hugdahl.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to approve the absence of Michael Stevens. **Motion** passed unanimously (6-0).

Mayor Nehring pointed out that staff was recommending inclusion of a new item on the agenda. Director Nielsen introduced an ordinance amending the current sanitation ordinance excluding a part of Whiskey Ridge for mandatory garbage service due to the fact that it is so rural.

Motion made by Councilmember Wright, seconded by Councilmember Norton, to approve the agenda with the addition of the proposed ordinance. **Motion** passed unanimously (6-0).

Committee Reports

Councilmember Seibert reported on the Public Works Committee meeting held on November 1:

- There was a good presentation on the snow and ice plan, which hopefully will not be needed. Staff is very well prepared.
- There was also discussion about a localized flooding response.
- There will be a pilot study for wastewater membranes to see if that could be an effective alternative.
- There will also be a pilot study for Sunnyside to decide which method would be the most economical and provide the most water for serving that area.
- There were updates on the PUD acquisition, the Sunnyside Annexation, and House Bill 5099.

Councilmember Norton reported on the November 6 Hotel Motel Tax Fund Committee meeting where they reviewed twelve applications for funds. The recommendations from that committee will be presented to the Council on November 25.

Presentations

A. Employee of the Month

Parks Maintenance Manager **Mike Robinson** was awarded Employee of the Month for the month of October 2013 for his outstanding service with the City of Marysville.

B. Volunteer of the Month

Mayor Nehring awarded the **Mizell family** with the Volunteer of the Month for October 2013 for their outstanding community service through leadership and involvement with the annual holiday All City Food Drive, and volunteerism with the Marysville Food Bank and Community Toy Store that provides 1,200 families and children in need during the Thanksgiving and Christmas holidays.

Audience Participation - None

Approval of Minutes

12. Approval of the October 14, 2013 City Council Meeting Minutes.

Councilmember Muller stated that he would abstain from voting as he was absent at the October 14 meeting.

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the October 14, 2013 City Council Meeting Minutes. **Motion** passed unanimously (5-0) with Councilmember Muller abstaining.

Consent

1. Approval of the October 23, 2013 Claims in the Amount of \$363,600.02; Paid by Check Number's 87821 through 87985 with No Check Numbers Voided.
6. Consider the Professional Services Agreement with Gray and Osborne, Inc. for the 3rd Street Retrofit Project as Funded Under the 2013-15 Municipal Stormwater Capacity Grant Program with the Department of Ecology.
7. Consider Grant Agreement with the Washington State Department of Ecology for the 2013-15 Municipal Stormwater Capacity Grant Program.
8. Consider the Mitigation Agreement with Department of Ecology for Wetland Credits.
9. Consider Accepting the Lakewood Triangle Access/156th Street Overcrossing Project, Starting the 45-Day Lien Filing Period for Project Closeout.
10. Consider Accepting the Sunnyside Blvd Water Main Project, Starting the 45-Day Lien Filing Period for Project Closeout.
13. Approval of the October 30, 2013 Claims in the Amount of \$450,313.05; Paid by Check Number's 87986 through 88134 with No Check Number's Voided.
14. Approval of the November 5, 2013 Payroll in the Amount \$1,474,516.76; Paid by Check Number's 27111 through 27154.

Motion made by Councilmember Muller, seconded by Councilmember Vaughan, to approve Consent Agenda items 1, 6, 7, 8, 9, 10, 13, and 14. **Motion** passed unanimously (6-0).

Review Bids**Public Hearings**

3. Consider an **Ordinance** Amending the Marysville City Code to Enact a New Chapter 12.06 Marysville Transportation Benefit District, Establishing a Transportation Benefit District, Specifying the Boundaries for the Transportation Benefit District, Specifying the Maintenance and Preservation of Existing Transportation Improvements, and Fixing a Time when the Same Shall Become Effective.

City Attorney Grant Weed reviewed the proposed ordinance as well as background and legal aspects of Transportation Benefit Districts (TBD's).

Councilmember Vaughan asked for confirmation that staff is only considering the sales tax option and not the other options. City Attorney Weed confirmed that the recommendation of staff is that any funding be voter approved and be done through a proposal that the TBD would put on the ballot before the voters at one of the special elections. Councilmember Vaughan asked about the lifespan of a TBD. City Attorney Weed explained that according to state statute, TBD's sunset after 20 years or at such time all the proposed projects have been completed, whichever comes first.

Councilmember Muller commented that even though staff is only recommending that the sales tax option be considered, the \$20 tab is still part of this ordinance. City Attorney Weed explained that there are certain funding mechanisms which don't have to go before voters, but the funding mechanism recommended by staff (0.2% sales tax) would go before voters. The car tab is mentioned in this ordinance because it is within the scope of what a TBD can do under the state statute.

Councilmember Seibert commented that the Public Works Committee recommended that the City not do the \$20 car tabs or any other mechanisms that don't go before the voters. Councilmember Muller said he understood that was not the intention, but he wanted it to be clear to the public that it's still in the ordinance since it's part of state law. City Attorney Weed agreed that the reference to it is in there only because the state law allows it, but a decision on what funding is desired would be up to the TBD once it is formed. Staff will recommend that the TBD put a measure before the voters.

Director Nielsen explained that since transportation funding was taken away by voters, staff is recommending that a TBD be formed in order to fund city projects. The first thing they intend to fund is maintenance of existing infrastructure.

The public hearing was opened at 7:34 p.m.

Public Testimony:

Tony Pasqual, who lives near Hagggen's, spoke against creating another level of bureaucracy and more work for staff by creating a TBD. He didn't think taxpayers would support the tax increase unless it was clearly and carefully presented.

The public hearing was closed at 7:36 p.m.

Staff Comments and Questions:

Councilmember Seibert asked if the ordinance could be narrowed to only allow the funding authority to a maximum 0.2% of the sales tax by a vote of the public.

City Attorney Grant Weed stated that the Council could define the scope of the authority of the new board they are proposing. He explained that this would significantly limit the options available to the City down the road.

Councilmember Seibert asked if forming a TBD was the only way they could get the funding for the projects. City Attorney Weed explained that according to state law it is necessary to put this authority under a separate board to be able to do the projects that are in the City's capital project.

Councilmember Seibert spoke in support of narrowing the scope in order to restrict the ability of future councilmembers to take advantage of other options available to the City as the result of a TBD.

Motion made by Councilmember Seibert, seconded by Councilmember Vaughan, to approve Ordinance No.2938 Amending the Marysville City Code to Enact a New Chapter 12.06 Marysville Transportation Benefit District, Establishing a Transportation Benefit District, Specifying the Boundaries for the Transportation Benefit District, Specifying the Maintenance and Preservation of Existing Transportation Improvements, and Fixing a Time when the Same Shall Become Effective **with the amendment that the scope be narrowed to only allow the funding mechanism of the 0.2% sales tax which would be voted on at a public election.**

Grant Weed clarified the proposed text changes to the ordinance.

Councilmember Muller offered a friendly amendment that they keep the tabs option, but require that it be put out to the voters. Councilmember Seibert spoke against the amendment.

Motion passed (5-1) with Councilmember Muller voting against the motion.

4. Consider the Amended Year 2013 Annual Action Plan and Direct Staff to Provide a Summary of, and Response to Any Comments Received During the Public Hearing into the Amended Annual Action Plan, and Forward to the U.S. Department of Housing and Urban Development.

Senior Planner Chris Holland explained that staff was soliciting comments on the Amended Year 2013 Annual Action Plan.

The public hearing was opened at 7:47 p.m. Seeing no public testimony, the hearing was closed at 7:48 p.m.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to approve the Amended Year 2013 Annual Action Plan and Direct Staff to Provide a Summary of, and Response to Any Comments Received During the Public Hearing into the Amended Annual Action Plan, and Forward to the U.S. Department of Housing and Urban Development. **Motion** passed unanimously (6-0).

5. Consider Program Year 2012 Consolidated Annual Performance Evaluation Report and Direct Staff to Provide a Summary of, and Response to any Comments Received During the Public Hearing into the Report, and Forward to the U.S. Department of Housing and Urban Development.

Senior Planner Chris Holland explained that staff is required to report annually to HUD regarding activities taken during the previous program year. Staff is soliciting public comments on the Program Year 2012 Consolidated Annual Performance Evaluation Report.

The public hearing was opened at 7:49 p.m. Seeing no public testimony, the hearing was closed at 7:49 p.m.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to approve the Program Year 2012 Consolidated Annual Performance Evaluation Report and Direct Staff to Provide a Summary of, and Response to any Comments Received During the Public Hearing into the Report, and Forward to the U.S. Department of Housing and Urban Development. **Motion** passed unanimously (6-0).

New Business

11. Consider an **Ordinance** Related to Title 22 (the Uniform Development Code) of Marysville Municipal Code (MMC) and to the Adoption Maximum State Environmental Policy Act (SEPA) Flexible Categorical Exemption Thresholds as Provided in WAC 197-11-800; Amending MMC 22E.030.090 Categorical Exemptions, Threshold Determinations, and Enforcement of Mitigating Measures.

CAO Hirashima explained that this is an ordinance to adopt new thresholds for SEPA exemptions because the state legislature has adopted new thresholds. Staff is proposing adopting the maximum thresholds adopted by the state because most of the regulations are already a part of the City's regular codes. This will add more certainty to the development process and still allow the City to appropriately condition projects.

Motion made by Councilmember Vaughan, seconded by Councilmember Wright, to approve Ordinance 2939 Related to Title 22 (the Uniform Development Code) of Marysville Municipal Code (MMC) and to the Adoption Maximum State Environmental Policy Act (SEPA) Flexible Categorical Exemption Thresholds as Provided in WAC 197-11-800; Amending MMC 22E.030.090 Categorical Exemptions, Threshold Determinations, and Enforcement of Mitigating Measures. **Motion** passed unanimously (6-0).

Motion made by Councilmember Wright, seconded by Councilmember Muller, to approve Ordinance 2940 Amending Section 7.08 of the Marysville Municipal Code, Relating to Compulsory Garbage Collection Service. **Motion** passed unanimously (6-0).

Legal

Mayor's Business

- Mayor Nehring and others attended the decant facility ribbon cutting ceremony last week. It is a nice project and was a nice ceremony.
- There was a very large ribbon cutting for Big Lots last week.
- He attended a SERS Board meeting last week. There is a new SERS System Manager named Mark McDermott.
- Welcome to the Boy Scouts in the audience. Thanks for coming.

Staff Business

Jim Ballew:

- Congratulations to the elected officials.
- Thanks for recognition of the Mizell Family and also Mike Robinson.
- Judy Kirchberg is retiring. Jane Schafer has been appointed as Administrative Secretary in Parks and Recreation.
- The skate park has been closed for a little over a week due to challenges with illicit behavior and vandalism at the park. They are utilizing volunteers to clean the park. It will be reopening tomorrow.
- Parks staff is busy getting ready for the holidays.

Chief Smith:

- Congratulations to all of the elected officials who won their seats.
- A couple weeks ago police had their access audit through WSP. The auditors said they had a very good audit despite a few extremely minor issues.
- The Foundations in Leadership series is in its third week. This has been a fun series.
- There was a robbery at Home Street Bank last week. The investigation is ongoing and police are working with the FBI on it.
- He commented on a blogging incident and explained that police's response was to notify supervisors and follow up and follow through.

Kevin Nielsen:

- 88th Street railroad crossing construction is scheduled to happen this weekend.
- Thanks to councilmembers who came to the ribbon cutting for the decant facility.
- The developers' lunch a few months back was very successful. He has several meetings scheduled with developers for the Lakewood region and the Sunnyside/Whiskey Ridge region looking for development possibilities.
- He extended condolences to the people of the Philippines. He stated that this is why we prepare an emergency management plan in order to be able to supply water and other services to the citizens of Marysville in the event of an emergency.

Jeff Seibert asked if there would be signage up this week informing people that 88th Street would be closed this weekend. Director Nielsen said there is some signage out already, but more will be added.

Chris Holland had no comments.

Sandy Langdon congratulated Council members on re-election.

Grant Weed stated the need for a ten minute Executive Session to discuss one pending litigation item with a possibility of action.

Gloria Hirashima:

- The I-502 marijuana committee has had its initial meeting. A second meeting will be held later this month. It was a very lively meeting with lots of discussion. They hope to conclude the committee's work within the next couple meetings.
- She agreed that the developers' lunch was a good meeting. They are seeing a lot of interest in new projects in Marysville covering the range from single-family to multi-family to commercial to industrial. There are a lot of apartments under construction currently.
- She congratulated councilmembers on the recent elections.

Call on Councilmembers

Kamille Norton had no comments.

Steve Muller:

- Congratulations to councilmembers who were re-elected.
- Congratulations to staff on the decant facility.
- The Big Lots ribbon cutting was impressive.

Rob Toyer had no comments.

Jeff Seibert:

- Congratulations to the councilmembers that will be returning next year.
- At the October 14 meeting when John Cowling was present, Councilmember Seibert reported on a speed limit sign that was down on 80th Street. He followed up that the sign was up the next day. Kudos to Public Works on their responsiveness.

Donna Wright stated that the decant facility was very impressive. Director Nielsen explained what the decant facility does for the benefit of the public.

Jeff Vaughan:

- He expressed appreciation for Mike Robinson and the great work he has done in the community. Councilmember Vaughan's sons have benefited by working with Mike Robinson on Eagle Scout projects and community service hours.
- He explained that there is a very well-known YouTuber who is located in Marysville who has over a million subscribers who did a tour of the new Big Lots.

DRAFT

The Council recessed 8:10 for five minutes after which time they reconvened at 8:20 into Executive Session to discuss one pending litigation item expected to last ten minutes with a possibility of action following the Executive Session.

Executive Session

- A. Litigation – one item, RCW 42.30.110 (1)(i)
- B. Personnel
- C. Real Estate

Executive Session ended and public meeting reconvened at 8:30 p.m.

Motion made by Councilmember Seibert, seconded by Councilmember Vaughan to execute the Professional Services Agreement for Legal Services with Talmodge and Kitpatrick for legal services. **Motion** passed unanimously (6-0).

Motion made by Councilmember Muller, seconded by Councilmember Wright to adjourn meeting. **Motion** passed unanimously (6-0).

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:30 p.m.

Approved this _____ day of _____, 2013.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

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 **November 20, 2013** claims in the amount of **\$910,551.91** paid by **Check No.'s 88417 through 88547 with Check No. 88237 voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-11

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 **\$910,551.91 PAID BY CHECK NO.'S 88417 THROUGH 88547 WITH CHECK NO. 88237 VOIDED** 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 **9th DAY OF DECEMBER 2013.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/14/2013 TO 11/20/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
88417	REVENUE, DEPT OF	SALES AND USE TAXES-OCT 2013	CITY CLERK	0.53
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	8.05
	REVENUE, DEPT OF		INFORMATION SERVICES	19.68
	REVENUE, DEPT OF		POLICE ADMINISTRATION	33.33
	REVENUE, DEPT OF		ER&R	45.70
	REVENUE, DEPT OF		GOLF COURSE	54.80
	REVENUE, DEPT OF		GENERAL FUND	84.86
	REVENUE, DEPT OF		WATER/SEWER OPERATION	100.97
	REVENUE, DEPT OF		PRO-SHOP	180.70
	REVENUE, DEPT OF		CITY STREETS	949.44
	REVENUE, DEPT OF		RECREATION SERVICES	2,888.35
	REVENUE, DEPT OF		GOLF COURSE	3,307.32
	REVENUE, DEPT OF		STORM DRAINAGE	5,013.10
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	29,987.84
	REVENUE, DEPT OF		UTIL ADMIN	64,133.72
88418	ALLWEST UNDERGROUND	LOCK LIFT, CHAIN AND STEEL PLA	ROADWAY MAINTENANCE	2,648.82
88419	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	10.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	19.84
88420	BACKSTROM, ALLEN	REIMBURSE CDL FEES	PARK & RECREATION FAC	85.00
88421	BANK OF AMERICA	MEAL REIMBURSEMENT	EXECUTIVE ADMIN	97.55
88422	BANK OF AMERICA	SUPPLY REIMBURSEMENT	DETENTION & CORRECTION	-183.68
	BANK OF AMERICA		GENERAL FUND	-10.50
	BANK OF AMERICA		POLICE ADMINISTRATION	123.75
	BANK OF AMERICA		OFFICE OPERATIONS	132.53
	BANK OF AMERICA		POLICE PATROL	159.61
	BANK OF AMERICA		POLICE ADMINISTRATION	176.64
88423	BANK OF AMERICA	TRAVEL REIMBURSEMENT	UTIL ADMIN	203.05
	BANK OF AMERICA		EQUIPMENT RENTAL	203.06
88424	BANK OF AMERICA	SUPPLY REIMBURSEMENT	PARK & RECREATION FAC	21.26
	BANK OF AMERICA		COMMUNITY EVENTS	29.21
	BANK OF AMERICA		PARK & RECREATION FAC	89.58
	BANK OF AMERICA		RECREATION SERVICES	225.00
	BANK OF AMERICA		CONTRIB FRM PRIVATE SRCE	327.35
88425	BANK OF AMERICA		INFORMATION SERVICES	-8.00
	BANK OF AMERICA		COMPUTER SERVICES	262.44
	BANK OF AMERICA		COMPUTER SERVICES	915.63
88426	BANK OF AMERICA	TRAVEL & UNIFORM REIMBURSEMENT	POLICE PATROL	148.70
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	1,118.48
88427	BLUE, ADAM	WITNESS FEES	MUNICIPAL COURTS	11.13
88428	BLUMENTHAL UNIFORMS	UNIFORM-DAVIS	POLICE PATROL	15.90
	BLUMENTHAL UNIFORMS	UNIFORM-BELLEME	POLICE PATROL	43.39
88429	BRIM TRACTOR	RELAY, ROLLERDRUM AND HARDWARE	EQUIPMENT RENTAL	1,809.56
88430	BURGESS, MARYKE	REIMBURSE WELLNESS/OFFICE SUPP	COMMUNITY CENTER	15.20
	BURGESS, MARYKE		PERSONNEL ADMINISTRATIOI	23.89
	BURGESS, MARYKE		COMMUNITY CENTER	30.82
88431	BUSINESS & LEGAL REP	HR LAWS & REGS	PERSONNEL ADMINISTRATIOI	1,150.00
88432	CAPTAIN DIZZYS EXXON	CAR WASHES	ANIMAL CONTROL	9.00
	CAPTAIN DIZZYS EXXON		POLICE PATROL	90.00
88433	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
	CARDWELL, IRATXE		LEGAL - PROSECUTION	300.00
88434	CARRANZA, TIMOTEO	WITNESS FEES	MUNICIPAL COURTS	26.95
88435	CEMEX	ASPHALT	ROADWAY MAINTENANCE	137.59
	CEMEX		ROADWAY MAINTENANCE	143.10
	CEMEX		SIDEWALKS MAINTENANCE	198.82
	CEMEX		ROADWAY MAINTENANCE	206.39
	CEMEX		ROADWAY MAINTENANCE	352.92
88436	CLEAN CUT	TREE REMOVAL	PARK & RECREATION FAC	624.45

**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>
88437	CMS COMMUNICATIONS	MITEL PHONES	INFORMATION SERVICES	-27.18
	CMS COMMUNICATIONS		COMPUTER SERVICES	343.16
88438	CONTEMPORARY CONT	ETHERNET SWITCH	SOURCE OF SUPPLY	209.14
88439	COOP SUPPLY	BRASS HARDWARE AND COUPLINGS	WASTE WATER TREATMENT F	103.51
	COOP SUPPLY	GRASS SEED	PROTECTIVE INSPECTIONS	121.61
	COOP SUPPLY	MOSS OUT	WASTE WATER TREATMENT F	170.43
	COOP SUPPLY	FENCE PANELS	PROTECTIVE INSPECTIONS	899.08
88440	CORRECTIONS, DEPT OF	WORK CREW	PARK & RECREATION FAC	432.66
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	599.47
88441	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	1.15
88442	CROWN FILMS LLC	DOG WASTE BAGS	STORM DRAINAGE	521.28
88443	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	PROBATION	16.79
	DB SECURE SHRED		MUNICIPAL COURTS	50.38
88444	DELL	PC'S	DRUG ENFORCEMENT	1,593.07
88445	DITCH WITCH NORTHWES	LOCATOR	UTILITY LOCATING	3,661.80
88446	DORKIN, BRITTANY	WITNESS FEES	MUNICIPAL COURTS	11.69
88447	DUNLAP INDUSTRIAL	WRENCH AND SOCKET SET	WASTE WATER TREATMENT F	319.24
88448	E&E LUMBER	GREEN TARPS	ROADSIDE VEGETATION	8.67
	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	15.60
	E&E LUMBER		COMMUNITY DEVELOPMENT-	15.63
	E&E LUMBER		COMMUNITY DEVELOPMENT-	38.99
	E&E LUMBER	PAINT AND SUPPLIES	PARK & RECREATION FAC	50.01
	E&E LUMBER	FASTENERS AND SCREWS	PARK & RECREATION FAC	50.65
	E&E LUMBER	CLEANING SUPPLIES	MAINTENANCE	68.09
	E&E LUMBER	GUARDRAIL SUPPLIES	ROADWAY MAINTENANCE	73.96
	E&E LUMBER	FLOURESCENT TUBES	PARK & RECREATION FAC	79.03
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	100.09
88449	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
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	32.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	170.00
88450	EVERETT HYDRAULICS	ORING SEAL	EQUIPMENT RENTAL	83.54
	EVERETT HYDRAULICS	REBUILD HYD DRIVE MOTOR	EQUIPMENT RENTAL	599.90
88451	EVERETT OFFICE	OFFICE FURNITURE	COMMUNITY DEVELOPMENT-	1,396.60
88452	FARIES, WADE L	INSTRUCTOR SERVICES	COMMUNITY CENTER	24.00
88453	FASTENAL COMPANY	CLAMPS	PARK & RECREATION FAC	10.09
88454	FINLEY, JOSEPH	REIMBURSE CART PURCHASE	COMPUTER SERVICES	21.72
88455	FLOYD, CHRIS	INSTRUCTOR SERVICES	RECREATION SERVICES	571.07
88456	FREEMAN, SHANE	GOLF TOURNAMENT DEPOSIT REFUND	GOLF COURSE	500.00
88457	GOVERNMENTJOBS.COM	USER LICENSE RENEWAL	PERSONNEL ADMINISTRATIOI	5,082.48
88458	GREENHAUS PORTABLE	PORTABLE RESTROOM	PARK & RECREATION FAC	519.58
88459	GREENSHIELDS	DECANT HOSE SUPPLIES	STORM DRAINAGE	91.60
88460	GREG RAIRDONS DODGE	RADIATOR	EQUIPMENT RENTAL	324.93
88461	H.B. JAEGER COMPANY	GREASE	HYDRANTS	95.03
88462	HACH COMPANY	CABLE	WASTE WATER TREATMENT F	196.64
88463	HAPPY HOPPERS, INC.	INSTRUCTOR SERVICES	RECREATION SERVICES	168.00
88464	HD FOWLER COMPANY	SHUT OFF TOOL	WATER SERVICES	283.55
	HD FOWLER COMPANY	METER BOX, COVER AND HARDWARE	WATER SERVICE INSTALL	427.58
88465	HD SUPPLY WATERWORKS	OIL PLUGS	HYDRANTS	28.68
	HD SUPPLY WATERWORKS	METER BOX AND LID	WATER SERVICES	293.84
	HD SUPPLY WATERWORKS	BURY HYDRANT AND LUGGS	UTILITY LOCATING	1,994.33
	HD SUPPLY WATERWORKS	PIPE AND LUBE	ROADS/STREETS CONSTRUC	6,601.51
88466	HEAVIN, RICKY	UB 761806000000 6729 67TH PL N	WATER/SEWER OPERATION	337.87

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88467	HOKKAIDO DRILLING	PAY ESTIMATE #2-FINAL	WATER CAPITAL PROJECTS	19,765.20
88468	HORIZON FORD	MIRROR SWITCH	EQUIPMENT RENTAL	119.03
88469	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
88470	IMSA NW SECTION	MEMBERSHIP DUES-BRISCOE, D	TRANSPORTATION MANAGEM	70.00
	IMSA NW SECTION	MEMBERSHIP DUES-KING, TOM	TRANSPORTATION MANAGEM	70.00
	IMSA NW SECTION	MEMBERSHIP DUES-KINNEY, H	TRANSPORTATION MANAGEM	70.00
88471	INFORMATION SERVICES	IGN MONTHLY CHARGE	OFFICE OPERATIONS	195.00
88472	JET CITY REO	UB 751159717001 5618 80TH AVE	WATER/SEWER OPERATION	179.68
88473	JONES & CO. PETS	K-9 FOOD	K9 PROGRAM	475.57
88474	KENWORTH NORTHWEST	DIAGNOSE AND REPAIR 98 FORD	EQUIPMENT RENTAL	4,782.34
88475	KING, THOMAS	REIMBURSE KIWANIS DUES	NON-DEPARTMENTAL	120.00
88476	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	122.50
88477	LAKE STEVEN, CITY	PROFESSIONAL SERVICES-HWY 9	NON-DEPARTMENTAL	375.00
88478	LAMB, LYNN	UB 570705510000 2707 179TH PL	WATER/SEWER OPERATION	27.00
88479	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	158.00
	LANGUAGE EXCHANGE		COURTS	237.00
88480	LASTING IMPRESSIONS	PRINTED STAFF SHIRTS	RECREATION SERVICES	149.41
88481	LEONARD, REMY	PROTEM SERVICES	MUNICIPAL COURTS	185.00
88482	LICENSING, DEPT OF	PARSONS, RICHARD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PLOEGSMA, VICKI (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WILLIS, PAUL (RENEWAL)	GENERAL FUND	18.00
88483	LICENSING, DEPT OF	DOL EXPERT WITNESS FEES	MUNICIPAL COURTS	107.35
88484	LOWES HIW INC	RETURN WORK LIGHT STAND	ROADS/STREETS CONSTRUC	-36.09
	LOWES HIW INC	WORK LIGHT STAND AND LAMPS	ROADS/STREETS CONSTRUC	99.96
88485	MACAULAY & ASSOCIATE	44TH DRIVE PARKING IMPROVEMENT	ROADWAY MAINTENANCE	1,500.00
	MACAULAY & ASSOCIATE	REPORT ANALYSIS	ROADS/STREETS CONSTRUC	15,775.00
88486	MARYSVILLE PAINT	PAINT	PARK & RECREATION FAC	38.76
88487	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	20.94
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVENU	MAINT OF GENL PLANT	26.59
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	66.46
	MARYSVILLE, CITY OF	UTILITY SERVICE-4TH/I5 IRR	PARK & RECREATION FAC	81.70
	MARYSVILLE, CITY OF	UTILITY SERVICE-316 CEDAR AVEN	PARK & RECREATION FAC	98.99
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVEN	PARK & RECREATION FAC	104.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-1050 COLUMBIA	PARK & RECREATION FAC	109.47
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	139.67
	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH STRE	PRO-SHOP	183.87
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	MAINT OF GENL PLANT	185.00
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVENU	PARK & RECREATION FAC	188.39
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVEN	COMMUNITY CENTER	632.17
	MARYSVILLE, CITY OF	UTILITY SERVICE-1326 STREET B	STORM DRAINAGE	657.21
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	659.81
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	740.96
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	1,394.11
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	1,707.17
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,842.63
88488	MATTIX, SAMUEL	INTERPRETER SERVICES	COURTS	225.00
88489	MCCAIN TRAFFIC SPLY	3RD & 47TH CABINET WITH EQUIPM	STREET LIGHTING	14,936.87
88490	MCCONNELL, DAVE	REFUND CLASS FEES	PARKS-RECREATION	70.00
88491	MCNEILUS TRUCK & MFG	HYDRAULIC TUBE	EQUIPMENT RENTAL	83.51
88492	MERRILL GARDENS AT M	UB 630187000000 9802 48TH DR N	WATER/SEWER OPERATION	142.81
	MERRILL GARDENS AT M	UB 630186000000 9802 48TH DR N	WATER/SEWER OPERATION	334.32
88493	MESSERLY, CONNIE	REIMBURSE AWC RETRO SAFETY ACA	PERSONNEL ADMINISTRATIO	24.80

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88494	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	722.30
88495	MOTOR TRUCKS	BRAKE CHAMBER	EQUIPMENT RENTAL	58.57
88496	MOUNTLAKE TERRACE	ALLIANCE FOR HOUSING AUTHORITY	COMMUNITY DEVELOPMENT-	3,613.00
88497	NATIONAL BARRICADE	BARRELS WITH BASES AND LIGHTS	ROADWAY MAINTENANCE	275.30
	NATIONAL BARRICADE	SIGN BLANKS AND RIVETS	TRANSPORTATION MANAGEM	692.87
	NATIONAL BARRICADE	RIVETS AND SIGNS	TRANSPORTATION MANAGEM	767.80
88498	NEOPOST USA	INK CARTRIDGE	MUNICIPAL COURTS	245.03
88499	NEWMAN TRAFFIC SIGNS	SIGN BLANKS	CITY STREETS	-127.93
	NEWMAN TRAFFIC SIGNS		TRANSPORTATION MANAGEM	1,615.43
88500	OCHOA, JOANA	WITNESS FEES	MUNICIPAL COURTS	11.69
88501	OFFICE DEPOT	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIO	3.07
	OFFICE DEPOT		POLICE PATROL	56.30
	OFFICE DEPOT		UTIL ADMIN	61.78
	OFFICE DEPOT		ENGR-GENL	61.79
	OFFICE DEPOT		POLICE PATROL	62.69
	OFFICE DEPOT		POLICE PATROL	84.81
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	88.48
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	109.44
	OFFICE DEPOT		PARK & RECREATION FAC	112.85
	OFFICE DEPOT		POLICE INVESTIGATION	113.31
	OFFICE DEPOT		LEGAL-GENL	128.15
	OFFICE DEPOT		POLICE PATROL	255.91
	OFFICE DEPOT		DETENTION & CORRECTION	381.79
	OFFICE DEPOT		MUNICIPAL COURTS	702.50
88502	OLSEN ENERGY SERVICE	REFUND ELEC PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
	OLSEN ENERGY SERVICE	REFUND MECH PERMIT FEES	NON-BUS LICENSES AND PEF	90.00
88503	PACIFIC NW BUSINESS	INK CARTRIDGE	MUNICIPAL COURTS	356.10
88504	PARTS STORE, THE	WRENCH, GAUGE AND CLEANER	SEWER LIFT STATION	60.07
	PARTS STORE, THE	ALIGNING BAR AND HARDWARE	ROADWAY MAINTENANCE	72.60
88505	PAUL, CAROLINE	WITNESS FEES	MUNICIPAL COURTS	11.69
88506	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	93.00
	PEACE OF MIND		CITY CLERK	192.20
88507	PETTY CASH- KBCC	REIMBURSE POSTAGE/VIDEO	COMMUNITY CENTER	9.51
	PETTY CASH- KBCC		COMMUNITY CENTER	28.52
88508	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
88509	PLATT	BULBS	PUMPING PLANT	12.32
	PLATT	CONNECTORS	WATER SERVICES	22.24
88510	POSTAL SERVICE	PERMIT 80 ACCOUNT	EXECUTIVE ADMIN	4,498.08
88511	PSSP - PUGET SOUND	SECURITY SERVICES	PROBATION	753.38
	PSSP - PUGET SOUND		MUNICIPAL COURTS	2,260.12
88512	PUD	ACCT #2052-8364-1	STREET LIGHTING	4.69
	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	30.45
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	96.74
	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	112.81
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	155.28
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	325.87
	PUD	ACCT #2011-4725-3	PUMPING PLANT	553.42
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,298.25
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	2,012.66
	PUD	ACCT #2015-7792-1	PUMPING PLANT	2,151.93
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,431.27
	PUD	ACCT #2020-0499-0	LIBRARY-GENL	3,540.58
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	7,986.80
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	8,871.19
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	19,848.16
88513	PUGET SOUND SECURITY	PADLOCKS AND KEYS	STREET LIGHTING	74.52
	PUGET SOUND SECURITY	SIGNAL AND LIGHTING CORES	STREET LIGHTING	417.61

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88514	SALLENG, SUZANNE	UB 245707121000 5707 121ST PL	WATER/SEWER OPERATION	130.62
88515	SNO CO FINANCE	800 MHZ PRINCIPAL & INTEREST	REET I - POLICE	12,933.56
	SNO CO FINANCE		REET I - POLICE	68,323.06
88516	SNO CO PUBLIC WORKS	PROJECT BILLING	WATER CAPITAL PROJECTS	420.33
	SNO CO PUBLIC WORKS		TRAFFIC CONTROL DEVICES	2,927.95
88517	SNO CO SUPERIOR	BAIL POSTED	GENERAL FUND	1,100.00
88518	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	73,948.37
88519	SOUND POWER	DRUM ROLLER RENTAL	ROADWAY MAINTENANCE	760.20
88520	SOUND PUBLISHING	EMPLOYMENT AD	FINANCE-GENL	79.56
88521	SOUND SAFETY	JEANS-ROSE, J	SOLID WASTE OPERATIONS	47.23
	SOUND SAFETY	JACKET-MECHLING	MAINTENANCE	126.40
88522	SRV CONSTRUCTION	PAY ESTIMATE #1	WATER CAPITAL PROJECTS	393,829.30
88523	STATE PATROL	FINGERPRINT ID SERVICES	GENERAL FUND	396.00
	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIO	430.00
88524	STRATEGIES 360	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	1,893.53
	STRATEGIES 360		GENERAL SERVICES - OVERH	2,268.53
	STRATEGIES 360		UTIL ADMIN	3,393.53
88525	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	549.81
88526	SURPLUS AMMO & ARMS	MAGAZINE SUBSCRIPTION	POLICE TRAINING-FIREARMS	504.54
88527	SYSTEMS INTERFACE	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	10,067.09
88528	TAB PRODUCTS CO	FILE FOLDERS	MUNICIPAL COURTS	2,133.78
88529	TINSLEY, JULIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
88530	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	3,267.27
88531	TYLER TECHNOLOGIES	PROFESSIONAL SERVICES	UTILITY BILLING	587.50
88532	ULTRABLOCK, INC.	FLAT TOP AND DELIVERY CHARGE	SNOW & ICE CONTROL	640.74
	ULTRABLOCK, INC.		STORM DRAINAGE	640.74
88533	UNITED PARCEL SERVIC	SHIPPING EXPENSE	ENGR-GENL	12.09
	UNITED PARCEL SERVIC		TRANSPORTATION MANAGEM	40.67
88534	US MOWER	BEARING, DRIVE DISC AND SHAFT	EQUIPMENT RENTAL	293.70
88535	USA BLUEBOOK	PRESSURE RECORDER AND CASE	WATER SUPPLY MAINS	1,198.57
88536	VANDERWALKER,M	REIMBURSE MILEAGE	POLICE TRAINING-FIREARMS	33.37
88537	VERIZON/FRONTIER	PHONE CHARGES	SOLID WASTE CUSTOMER EX	23.57
	VERIZON/FRONTIER		ANIMAL CONTROL	25.81
	VERIZON/FRONTIER		LEGAL-GENL	40.01
	VERIZON/FRONTIER		UTILITY BILLING	47.14
	VERIZON/FRONTIER		GOLF ADMINISTRATION	47.14
	VERIZON/FRONTIER		EQUIPMENT RENTAL	47.14
	VERIZON/FRONTIER		FACILITY MAINTENANCE	48.39
	VERIZON/FRONTIER		CRIME PREVENTION	49.38
	VERIZON/FRONTIER		YOUTH SERVICES	51.62
	VERIZON/FRONTIER		FINANCE-GENL	54.24
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	54.24
	VERIZON/FRONTIER		OFFICE OPERATIONS	103.24
	VERIZON/FRONTIER		LEGAL - PROSECUTION	108.48
	VERIZON/FRONTIER		PARK & RECREATION FAC	124.95
	VERIZON/FRONTIER		COMPUTER SERVICES	126.32
	VERIZON/FRONTIER		EXECUTIVE ADMIN	141.45
	VERIZON/FRONTIER		RECREATION SERVICES	172.09
	VERIZON/FRONTIER		DETENTION & CORRECTION	180.67
	VERIZON/FRONTIER		ENGR-GENL	212.10
	VERIZON/FRONTIER		POLICE INVESTIGATION	224.22
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	228.57
	VERIZON/FRONTIER		WASTE WATER TREATMENT F	247.55
	VERIZON/FRONTIER		STORM DRAINAGE	252.14
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	360.65
	VERIZON/FRONTIER		POLICE ADMINISTRATION	449.77
	VERIZON/FRONTIER		UTIL ADMIN	960.92

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88537	VERIZON/FRONTIER	PHONE CHARGES	POLICE PATROL	2,937.11
88538	VERIZON/FRONTIER	ACCT #36065150331108105	EXECUTIVE ADMIN	23.72
	VERIZON/FRONTIER	ACCT #36065894930725005	POLICE INVESTIGATION	43.54
	VERIZON/FRONTIER	ACCT #36065891800622955	LIBRARY-GENL	84.98
	VERIZON/FRONTIER	ACCT #36065894930725005	RECREATION SERVICES	86.60
88539	WA STATE PATROL SPOU	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
88540	WELCH, COOKIE	UB 760018000002 7017 52ND ST N	WATER/SEWER OPERATION	160.17
88541	WEST PAYMENT CENTER	COURT RULES	MUNICIPAL COURTS	612.54
	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	682.51
88542	WESTERN EQUIPMENT	BEDKNIFES	MAINTENANCE	148.49
88543	WESTERN NURSERY	TREES	WASTE WATER TREATMENT F	1,153.33
88544	WESTERN PETERBILT	AIR PRESSURE VALVE	EQUIPMENT RENTAL	84.76
	WESTERN PETERBILT	NUT AND WASHER	EQUIPMENT RENTAL	93.24
	WESTERN PETERBILT	UBOLT	EQUIPMENT RENTAL	280.45
	WESTERN PETERBILT	BRACKETS, SPRINGS AND CASTER	EQUIPMENT RENTAL	1,039.08
	WESTERN PETERBILT	STEERING SPRING AND FREIGHT	EQUIPMENT RENTAL	4,825.10
88545	WHIDBEY ISLAND BANK	RETAINAGE ON PAY ESTIMATE #1	WATER CAPITAL PROJECTS	19,007.21
88546	WIDE FORMAT COMPANY	WIDE FORMAT SCANNER RENTAL	COMMUNITY DEVELOPMENT-	1,629.00
88547	WOODMANSEE, LAUREN	INSTRUCTOR SERVICES	RECREATION SERVICES	578.20
WARRANT TOTAL:				<u>910,767.20</u>

REASON FOR VOIDS:

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

CHECK # 88237 INITIATOR ERROR (215.29)

910,551.91

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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

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 **November 27, 2013** claims in the amount of **\$463,870.48** paid by **Check No.'s 88548 through 88682 with no Check No. voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION

**CLAIMS
FOR
PERIOD-11**

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 **\$463,870.48 PAID BY CHECK NO.'S 88548 THROUGH 88682 WITH NO CHECK NO. VOIDED** 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 **9th DAY OF DECEMBER 2013.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/21/2013 TO 11/27/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
88548	ACLARA RF SYSTEMS	COIL ASSEMBLIES	WATER SERVICES	372.50
	ACLARA RF SYSTEMS	ENCODERS (50)	WATER SERVICE INSTALL	4,778.40
88549	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	43.33
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	177.37
	ADVANTAGE BUILDING S		COMMUNITY CENTER	383.17
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	463.65
	ADVANTAGE BUILDING S		ADMIN FACILITIES	619.00
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG.	695.75
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	829.31
	ADVANTAGE BUILDING S		COURT FACILITIES	1,091.50
	ADVANTAGE BUILDING S		UTIL ADMIN	1,185.92
88550	ALBERTSONS	MEETING REFRESHMENT REIMBURSEM	ENGR-GENL	9.99
	ALBERTSONS		UTIL ADMIN	18.37
88551	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	10.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	19.84
	ARAMARK UNIFORM		EQUIPMENT RENTAL	19.90
88552	ARLINGTON HARDWARE	GENERATOR BOX ENCLOSURE MODIFI	WATER RESERVOIRS	159.04
88553	BACKLUND, CASSANDRA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
88554	BANK OF AMERICA	PERMIT REIMBURSEMENT	UTIL ADMIN	65.00
88555	BARRETT, SUZANNE	INSTRUCTOR SERVICES	RECREATION SERVICES	16.80
	BARRETT, SUZANNE		RECREATION SERVICES	144.00
88556	BARTL, CRAIG	MEAL REIMBURSEMENT	POLICE TRAINING-FIREARMS	10.19
	BARTL, CRAIG		POLICE TRAINING-FIREARMS	34.66
88557	BENKOMATIC	MISC PARTS FOR H002	EQUIPMENT RENTAL	232.09
	BENKOMATIC		EQUIPMENT RENTAL	9,072.28
88558	BICKFORD FORD	IGNITION ASSEMBLY	EQUIPMENT RENTAL	54.29
	BICKFORD FORD	TAIL LIGHT HOUSING	EQUIPMENT RENTAL	92.77
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	442.96
88559	BLANKENSHIP, JARED &	UB 094783145000 4783 145TH ST	WATER/SEWER OPERATION	21.33
88560	BLUMENTHAL UNIFORMS	UNIFORM-HASHMARKS	POLICE PATROL	101.32
	BLUMENTHAL UNIFORMS	UNIFORM-DAVIS	POLICE PATROL	328.73
	BLUMENTHAL UNIFORMS		POLICE PATROL	535.51
	BLUMENTHAL UNIFORMS	UNIFORM-BELLEME	POLICE PATROL	711.32
88561	BOB BARKER COMPANY	JAIL SUPPLY CREDIT	POLICE PATROL	-141.80
	BOB BARKER COMPANY	INMATE SUPPLIES	DETENTION & CORRECTION	44.27
	BOB BARKER COMPANY		DETENTION & CORRECTION	666.95
88562	BRADLEY, JUDY	UB 120080000000 4317 105TH PL	WATER/SEWER OPERATION	70.55
88563	BRIM TRACTOR	CONTROL LEVER, FORK HEAD AND W	EQUIPMENT RENTAL	263.77
	BRIM TRACTOR	ORINGS, TUBE AND BOLT	EQUIPMENT RENTAL	289.77
88564	BRINKS INC	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	106.60
	BRINKS INC		UTIL ADMIN	106.60
	BRINKS INC		GOLF ADMINISTRATION	183.25
	BRINKS INC		UTILITY BILLING	186.64
	BRINKS INC		POLICE ADMINISTRATION	346.75
	BRINKS INC		MUNICIPAL COURTS	346.76
88565	BROWN, BRIAN K	UB 249920000001 10328 56TH DR	WATER/SEWER OPERATION	331.56
88566	BUD BARTON'S GLASS	WINDOW AND GLASS CLEANER	MAINT OF GENL PLANT	97.20
88567	BUILDING SPECIALTIES	CEILING TILES	NON-DEPARTMENTAL	41.07
88568	CARRS ACE	PAINT, WASHERS, CONNECTORS AND	STREET LIGHTING	31.12
	CARRS ACE	FLASHLIGHTS, SPRAY BOTTLES AND	ER&R	66.60
	CARRS ACE	SIGNAL/SIGN/LIGHTING SUPPLIES	STREET LIGHTING	178.67
88569	CEMEX	ASPHALT	ROADWAY MAINTENANCE	206.39
	CEMEX		ROADWAY MAINTENANCE	825.55
88570	CENTRAL WELDING SUPP	CARBON DIOXIDE	SOLID WASTE OPERATIONS	66.74
88571	CITIES & TOWNS	SCC DINNER (4)	CITY COUNCIL	140.00
88572	CNR, INC	SERVICE CALL	COMPUTER SERVICES	89.60
88573	CODE PUBLISHING	ELECTRONIC UPDATE	CITY CLERK	311.53

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/21/2013 TO 11/27/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
88574	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE AND	ER&R	132.44
88575	COOP SUPPLY	RAT BAIT	MAINT OF GENL PLANT	111.80
88576	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	4,726.34
88577	CRISTIANO'S	MPOA LUNCH NEGOTIATIONS	EXECUTIVE ADMIN	37.79
88578	CUZ CONCRETE PROD	JET SET CONCRETE REPAIR	WATER DIST MAINS	915.50
	CUZ CONCRETE PROD	FRENCH DRAIN SUPPLIES-156TH ST	ROADS/STREETS CONSTRUC	1,257.16
88579	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	164.16
88580	DIAMOND B CONSTRUCT	REPLACE INDOOR UNIT	ADMIN FACILITIES	681.98
	DIAMOND B CONSTRUCT	REPLACE TSTAT FOR A/C	UTIL ADMIN	704.82
	DIAMOND B CONSTRUCT	REPLACE HEAT EXCHANGE	GOLF ADMINISTRATION	4,059.02
88581	DICKS TOWING	TOWING EXPENSE-MP13-7854	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP13-7941	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP13-7958	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-TOYOTA CAMRY	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-P117	EQUIPMENT RENTAL	88.73
	DICKS TOWING	TOWING EXPENSE-652	EQUIPMENT RENTAL	212.94
88582	DIJULIO DISPLAYS INC	HOLIDAY LIGHTING	COMMUNITY EVENTS	1,041.20
88583	DOORMAN COMMERCIAL	REPAIR BACK DOOR-CH	ADMIN FACILITIES	292.13
88584	DUNLAP INDUSTRIAL	CORDS, BLADES, HAMMER AND MARK	UTIL ADMIN	174.17
	DUNLAP INDUSTRIAL	POLY SLINGS AND CABLES	SNOW & ICE CONTROL	189.73
	DUNLAP INDUSTRIAL		STORM DRAINAGE	189.74
	DUNLAP INDUSTRIAL	BUR BITS AND VSP	FACILITY REPLACEMENT	209.10
	DUNLAP INDUSTRIAL	CORDLESS DRILL	TRANSPORTATION MANAGEM	327.55
	DUNLAP INDUSTRIAL	BITS AND ROTOHAMMER	STORM DRAINAGE	1,025.50
88585	E&E LUMBER	DRAIN OPENER	LIBRARY-GENL	16.66
	E&E LUMBER	PICTURE HANGERS	PUBLIC SAFETY BLDG.	18.22
	E&E LUMBER	DOOR STOPS	PUBLIC SAFETY BLDG.	18.33
	E&E LUMBER	SAW BLADES	FACILITY MAINTENANCE	74.99
	E&E LUMBER	WIRE BRUSH, RAGS, HOSES AND CO	ER&R	522.84
88586	EAGLE FENCE	FENCE REPAIR	MAINT OF GENL PLANT	211.77
	EAGLE FENCE	FENCE AND MAIN GATE INSTALL	STORM DRAINAGE	1,520.40
	EAGLE FENCE	CHAIN LINK FENCE AND DOUBLE GA	STORM DRAINAGE	3,963.90
88587	EAST JORDAN IRON WOR	VALVE BOX AND LID	WATER DIST MAINS	71.19
88588	ECOLOGY, DEPT. OF	WW OPERATOR CERT RENEWAL-BRYAN	UTIL ADMIN	30.00
	ECOLOGY, DEPT. OF	WW OPERATOR CERT RENEWAL-BYDE	UTIL ADMIN	30.00
	ECOLOGY, DEPT. OF	WW OPERATOR CERT RENEWAL-COBB	UTIL ADMIN	30.00
	ECOLOGY, DEPT. OF	WW OPERATOR CERT RENEWAL-CRAIN	UTIL ADMIN	30.00
	ECOLOGY, DEPT. OF	WW OPERATOR CERT RENEWAL-FILOR	UTIL ADMIN	30.00
	ECOLOGY, DEPT. OF	WW OPERATOR CERT RENEWAL-FREEM	UTIL ADMIN	30.00
	ECOLOGY, DEPT. OF	WW OPERATOR CERT RENEWAL-ROODZ	UTIL ADMIN	30.00
	ECOLOGY, DEPT. OF	WW OPERATOR CERT RENEWAL-STAIR	UTIL ADMIN	30.00
88589	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	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	170.00
88590	ENVIRO-CLEAN EQUIP	ROTO DRILL NOZZLE	SEWER MAIN COLLECTION	309.51
	ENVIRO-CLEAN EQUIP		STORM DRAINAGE	309.51
88591	EVERETT HYDRAULICS	ORING KITS	ER&R	72.62
88592	EVERETT TIRE & AUTO	TIRES (4)	ER&R	475.70
88593	FERRELLGAS	PROPANE	ROADWAY MAINTENANCE	52.09
	FERRELLGAS		TRAFFIC CONTROL DEVICES	52.09
	FERRELLGAS		WATER SERVICE INSTALL	52.09
	FERRELLGAS		SOLID WASTE OPERATIONS	52.09
88594	FIRE PROTECTION,INC	FIRE ALARM/SPRINKLER ANNUAL IN	WASTE WATER TREATMENT F	461.55
	FIRE PROTECTION,INC		LIBRARY-GENL	716.39

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88594	FIRE PROTECTION,INC	FIRE ALARM/SPRINKLER ANNUAL IN	PUBLIC SAFETY BLDG.	1,043.10
88595	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,976.56
88596	GENUINE AUTO GLASS	REPLACE WINDSHIELD	EQUIPMENT RENTAL	103.17
	GENUINE AUTO GLASS	REPLACE RT REAR QTR PANEL GLAS	EQUIPMENT RENTAL	211.77
88597	GOLDEN CORAL	EMPLOYEE APPRECIATION EVENT	PERSONNEL ADMINISTRATIO	597.30
88598	GOVCONNECTION INC	PC MEMORY MODULES	COMPUTER SERVICES	564.26
88599	GREENSHIELDS	SHANK COUPLING W/BANDS	STREET CLEANING	7.77
	GREENSHIELDS		STORM DRAINAGE	7.77
	GREENSHIELDS	AIR TOOL FITTING	EQUIPMENT RENTAL	36.69
	GREENSHIELDS	HYDRAULIC HOSE	EQUIPMENT RENTAL	136.54
88600	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	112.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	262.50
88601	GROUP HEALTH	HEP B SHOT	EXECUTIVE ADMIN	93.00
	GROUP HEALTH	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	604.00
88602	GUY, KRISTIE	REIMBURSE MILEAGE	PERSONNEL ADMINISTRATIO	54.15
88603	HASLER, INC	POSTAGE	PARK & RECREATION FAC	69.96
	HASLER, INC		PERSONNEL ADMINISTRATIO	75.30
	HASLER, INC		MUNICIPAL COURTS	80.00
	HASLER, INC		LEGAL-GENL	98.54
	HASLER, INC		UTIL ADMIN	121.36
	HASLER, INC		EXECUTIVE ADMIN	356.48
	HASLER, INC		UTILITY BILLING	513.46
	HASLER, INC		FINANCE-GENL	574.80
	HASLER, INC		COMMUNITY DEVELOPMENT-	633.06
	HASLER, INC		POLICE ADMINISTRATION	1,477.04
88604	HD FOWLER COMPANY	THREADED PLUGS	WATER/SEWER OPERATION	17.34
	HD FOWLER COMPANY	SLIP FLANGE	FACILITY REPLACEMENT	27.34
	HD FOWLER COMPANY	SET SCREWS	HYDRANTS	40.73
	HD FOWLER COMPANY	BUSHING, COUPLING AND CEMENT	FACILITY REPLACEMENT	81.06
	HD FOWLER COMPANY	SLIP FLANGE, COUPLING AND GASK	FACILITY REPLACEMENT	97.23
	HD FOWLER COMPANY	MARKING PAINT	ER&R	102.18
	HD FOWLER COMPANY	FIBER GLASS, HANDLES AND PAINT	ER&R	255.24
	HD FOWLER COMPANY	MARKING PAINT	ER&R	255.43
	HD FOWLER COMPANY	CLAMPS	WATER SERVICES	288.08
	HD FOWLER COMPANY	BRASS HARDWARE	WATER DIST MAINS	315.25
	HD FOWLER COMPANY	SADDLES, STRAPS AND ELLS	WATER/SEWER OPERATION	323.59
	HD FOWLER COMPANY	BRASS HARDWARE	FACILITY REPLACEMENT	332.04
	HD FOWLER COMPANY		WATER/SEWER OPERATION	360.52
	HD FOWLER COMPANY	GRIPPERS AND ELLS	WATER/SEWER OPERATION	405.32
	HD FOWLER COMPANY	BALL VALVES	WATER/SEWER OPERATION	488.91
	HD FOWLER COMPANY	SETTERS	ER&R	549.72
	HD FOWLER COMPANY	CONNECTIONS, ELLS, PIPE AND BR	WATER DIST MAINS	856.22
	HD FOWLER COMPANY	WELL PROJECT PARTS	FACILITY REPLACEMENT	1,372.57
	HD FOWLER COMPANY	DRAINAGE FABRIC	STORM DRAINAGE	1,748.77
	HD FOWLER COMPANY	WELL PROJECT PARTS	FACILITY REPLACEMENT	2,924.60
88605	HD SUPPLY WATERWORKS	METERS AND CLOCKS	WATER SERVICE INSTALL	749.34
88606	HELM	SOFTWARE AND RENEWAL	EQUIPMENT RENTAL	450.00
88607	HERTZ EQUIPMENT RENT	BOOM LIFT RENTAL	STORM DRAINAGE	1,245.64
88608	IACIS	DUES RENEWAL-WIERSMA	POLICE INVESTIGATION	75.00
88609	JUSTICE SYSTEMS CORP	1ST BI-ANNUAL PMS	PUBLIC SAFETY BLDG.	2,509.62
88610	KELLER SUPPLY COMPAN	DRAIN OPENER	PUBLIC SAFETY BLDG.	22.27
88611	KELLEY, MARCIA	SHRM RECERTIFICATION FEE REIMB	PERSONNEL ADMINISTRATIO	100.00
88612	KING, THOMAS	CEU CLASS CERT REIMBURSEMENT	TRANSPORTATION MANAGEM	125.00
88613	LES SCHWAB TIRE CTR	REPAIR TIRE	EQUIPMENT RENTAL	227.52
	LES SCHWAB TIRE CTR		EQUIPMENT RENTAL	311.54
	LES SCHWAB TIRE CTR	AXLE TIRES (5)	ER&R	1,050.58
88614	LICENSING, DEPT OF	MURRAY, MITCHELL (RENEWAL)	GENERAL FUND	18.00

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88614	LICENSING, DEPT OF	WARREN, CANDICE (ORIGINAL)	GENERAL FUND	18.00
88615	LOWES HIW INC	ROPE LIGHTS	PARK & RECREATION FAC	185.32
88616	M & H CONTRACTING	HYDRANT METER DEPOSIT REFUND	WATER-UTILITIES/ENVIRONM	-729.05
	M & H CONTRACTING		WATER/SEWER OPERATION	1,150.00
88617	MARYSVILLE PRINTING	ENVELOPES	UTIL ADMIN	27.95
	MARYSVILLE PRINTING		ENGR-GENL	27.96
	MARYSVILLE PRINTING	COLORING CONTEST PRINTING	COMMUNITY EVENTS	41.29
	MARYSVILLE PRINTING	ENVELOPES	WASTE WATER TREATMENT F	77.70
	MARYSVILLE PRINTING	PROSECUTOR OFFER FORMS	LEGAL - PROSECUTION	99.68
	MARYSVILLE PRINTING	PURCHASE ORDER BOOKS	PURCHASING/CENTRAL STOF	224.75
	MARYSVILLE PRINTING	HOLIDAY FLYERS	CONTRIB FRM PRIVATE SRCE	497.34
88618	MARYSVILLE SCHOOL	FACILITY USEAGE FEES-TMS	RECREATION SERVICES	72.00
88619	MCLOUGHLIN & EARDLEY	STROBE BULBS AND LIGHTBAR STRO	ER&R	-25.69
	MCLOUGHLIN & EARDLEY		ER&R	324.38
88620	MESSERLY, CONNIE	WELLNESS RETREAT SUPPLIES	PERSONNEL ADMINISTRATIOI	10.82
88621	MICROFLEX INC	TAX AUDIT PROGRAM-OCT 2013	FINANCE-GENL	68.95
88622	MOTOR TRUCKS	MIRROR SWITCH	EQUIPMENT RENTAL	87.29
88623	MOUNT, HERMAN	LOEFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	328.20
88624	MRSC	SMALL WORKS ROSTER 2014 FEE	FINANCE-GENL	360.00
88625	MURRAY, SMITH & ASSO	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	36,225.74
	MURRAY, SMITH & ASSO		WATER CAPITAL PROJECTS	61,342.67
88626	NATURAL RESOURCES	AQ PRIVATE MARINA-EBEY SLOUGH	STORM DRAINAGE	307.63
88627	NORTH SOUND HOSE	FIRE HOSES W/CONNECTIONS CREDI	STORM DRAINAGE	-495.00
	NORTH SOUND HOSE		SEWER MAIN COLLECTION	-495.00
	NORTH SOUND HOSE	FIRE HOSES W/CONNECTIONS	WATER DIST MAINS	1,007.70
88628	NORTHEND TRUCK EQUIP	STEEL CUTTING EDGE	EQUIPMENT RENTAL	320.37
88629	NYBLOD, ROND	REFUND CLASS FEES	PARKS-RECREATION	70.00
88630	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	2.65
	OFFICE DEPOT		UTIL ADMIN	2.65
	OFFICE DEPOT		ENGR-GENL	12.34
	OFFICE DEPOT		SOLID WASTE OPERATIONS	16.27
	OFFICE DEPOT		POLICE INVESTIGATION	19.42
	OFFICE DEPOT		UTIL ADMIN	39.81
	OFFICE DEPOT		UTIL ADMIN	41.15
	OFFICE DEPOT		UTIL ADMIN	41.15
	OFFICE DEPOT		UTILITY BILLING	43.26
	OFFICE DEPOT		POLICE INVESTIGATION	66.07
	OFFICE DEPOT		CITY CLERK	72.24
	OFFICE DEPOT		CITY COUNCIL	72.24
	OFFICE DEPOT		EXECUTIVE ADMIN	112.71
	OFFICE DEPOT		UTILITY BILLING	227.76
88631	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	100.80
	OLASON, MONICA		RECREATION SERVICES	288.00
88632	OSBORN CONSULTING	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	1,051.75
88633	OZONIA NORTH AMERICA	BALLASTS-UV ORDER	WASTE WATER TREATMENT F	1,383.57
88634	PACLAB	SCREENING	POLICE PATROL	93.60
88635	PAPE MACHINERY	OIL AND FUEL FILTERS	ER&R	136.15
88636	PARTS STORE, THE	RADIATOR CAP	EQUIPMENT RENTAL	4.37
	PARTS STORE, THE	OIL FILTER	ER&R	18.35
	PARTS STORE, THE	EXTENSION AND FITTING	ROADWAY MAINTENANCE	18.42
	PARTS STORE, THE	TRANSMISSION FILTER KIT	EQUIPMENT RENTAL	40.58
	PARTS STORE, THE	ADHESIVE REMOVER	EQUIPMENT RENTAL	43.01
	PARTS STORE, THE	AIR FILTER AND TAIL LAMPS	ER&R	58.05
	PARTS STORE, THE	OIL AND AIR FILTERS	ER&R	81.15
	PARTS STORE, THE	TRANS, AIR AND FUEL FILTERS	ER&R	104.35
	PARTS STORE, THE	OIL, AIR FILTERS AND CABLE TIE	ER&R	132.06
	PARTS STORE, THE	CAP, ROTOR, PCV VLV AND SPARK	EQUIPMENT RENTAL	160.47

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88637	PELZER GOLF SUPPLIES	GRIPS	GOLF COURSE	79.29
	PELZER GOLF SUPPLIES		GOLF COURSE	124.84
88638	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	29.69
	PETROCARD SYSTEMS		STORM DRAINAGE	46.78
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	104.52
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	254.90
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	585.91
	PETROCARD SYSTEMS		PARK & RECREATION FAC	997.96
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,757.87
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	4,092.30
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,039.04
	PETROCARD SYSTEMS		POLICE PATROL	7,538.67
88639	PLATT	LIGHTS AND ELEC TAPE	MAINT OF GENL PLANT	45.11
	PLATT	CONDUIT AND HOLE SAW	FACILITY REPLACEMENT	67.51
	PLATT	BULBS	COMMUNITY CENTER	104.60
	PLATT	SOFFET LIGHTS	MAINT OF GENL PLANT	113.51
88640	PORTER, AMY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
88641	PREFERRED ELECTRIC	UV MODIFICATION	WATER CAPITAL PROJECTS	11,714.68
88642	PUBLIC SAFETY TESTIN	QRTLTY SUBSCRIPTION FEES	PERSONNEL ADMINISTRATIO	800.00
88643	PUD	ACCT #2016-7213-6	SEWER LIFT STATION	50.99
	PUD	ACCT #2020-0032-9	PARK & RECREATION FAC	51.70
	PUD	ACCT #2006-5074-5	TRANSPORTATION MANAGEM	71.85
	PUD	ACCT #2030-0516-0	STREET LIGHTING	92.14
	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	93.21
	PUD	ACCT #2027-2901-8	TRANSPORTATION MANAGEM	94.99
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEM	116.76
	PUD	ACCT #2008-2727-7	TRANSPORTATION MANAGEM	123.70
	PUD	ACCT #2021-4311-1	TRANSPORTATION MANAGEM	139.53
	PUD	ACCT #2024-6354-3	SEWER LIFT STATION	166.74
	PUD	ACCT #2025-5745-0	STREET LIGHTING	214.11
	PUD	ACCT #2032-3100-6	TRANSPORTATION MANAGEM	267.17
	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	449.93
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	686.11
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	698.25
	PUD	ACCT #2005-8648-5	SEWER LIFT STATION	930.38
	PUD	ACCT #2002-2385-7	PARK & RECREATION FAC	2,251.27
88644	RADIOSHACK	TOGGLE SWITCH	ADMIN FACILITIES	4.84
88645	REECE TRUCKING	RELEASE RETAINAGE	CITY STREETS	4,155.49
88646	RODRIQUEZ, ANTONIO	UB 461360000001 5725 145TH ST	WATER/SEWER OPERATION	295.77
88647	SAN DIEGO POLICE EQU	AMMUNITION	POLICE TRAINING-FIREARMS	1,513.11
88648	SCOTT, ROBERT	REIMBURSE MEALS	EQUIPMENT RENTAL	23.04
88649	SEA-ALASKA INDUSTRIA	AERATOR MOTOR REPAIR	WASTE WATER TREATMENT F	873.66
88650	SHACKLETON, CORI	REIMBURSE MEALS	POLICE TRAINING-FIREARMS	42.03
88651	SHANKLE, CRAIG	INSTRUCTOR SERVICES	COMMUNITY CENTER	60.00
88652	SIX ROBBLEES INC	DUAL CHUCK SERVICE	EQUIPMENT RENTAL	21.52
	SIX ROBBLEES INC	BRAKE CONTROLLER	ER&R	163.36
88653	SMOKEY POINT CONCRET	CONCRETE	SIDEWALKS MAINTENANCE	371.82
	SMOKEY POINT CONCRET	DRAIN ROCK	ROADS/STREETS CONSTRUC	3,977.92
88654	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEES	SOLID WASTE OPERATIONS	130,259.00
88655	SNO CO TREASURER	INMATE HOUSING-OCT 2013	DETENTION & CORRECTION	37,669.10
88656	SNO CO TREASURER	TRAINING-BRYANT, R	UTIL ADMIN	100.00
88657	SNYDER ROOFING	INSPECT ROOF-PSB	PUBLIC SAFETY BLDG.	569.06
88658	SOUND POWER	DIAMOND BLADE AND CHAIN	ROADSIDE VEGETATION	168.21
	SOUND POWER		ROADWAY MAINTENANCE	168.21
88659	SOUND PUBLISHING	LEGAL AD	SURFACE WATER CAPITAL PF	30.93
88660	SOUND SAFETY	JEANS-CARY, C	UTIL ADMIN	131.80
	SOUND SAFETY	JEANS-WARD, K	UTIL ADMIN	133.11

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/21/2013 TO 11/27/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
88660	SOUND SAFETY	TSHIRTS AND SCREENPRINTING	ER&R	359.69
	SOUND SAFETY	SAFETY GLASSES AND GLOVES	ER&R	409.01
88661	SPECIALTY CIGARS	CIGARS	GOLF COURSE	69.80
88662	SPIKES GOLF SUPPLIES	GRABBERS	GOLF COURSE	99.94
88663	STOTT, DANIEL	UB 331424070001 15011 45TH DR	WATER/SEWER OPERATION	200.27
88664	SUBURBAN PROPANE	PROPANE AND FITTINGS	ROADWAY MAINTENANCE	143.08
88665	SUMMIT LAW GROUP, LL	PROFESSIONAL SERVICES	PERSONNEL ADMINISTRATIO	2,634.42
	SUMMIT LAW GROUP, LL		PERSONNEL ADMINISTRATIO	15,007.39
88666	TACTICAL LINK, INC.	BUNGEE SLINGS	POLICE TRAINING-FIREARMS	2,183.22
88667	TAPCO	BLADES, AIR RELEASE TOOL AND C	CITY STREETS	-37.07
	TAPCO		TRANSPORTATION MANAGEM	468.06
88668	TAYLORMADE	VISORS	GOLF COURSE	47.04
88669	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	ADMIN FACILITIES	198.71
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG.	198.71
88670	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	2,479.89
88671	UNITED PARCEL SERVIC	SHIPPING EXPENSE	SEWER LIFT STATION	10.14
	UNITED PARCEL SERVIC		POLICE PATROL	155.95
88672	VERIZON/FRONTIER	ACCT #36065774950927115	STREET LIGHTING	38.60
	VERIZON/FRONTIER	ACCT #36065836350725085	UTIL ADMIN	42.49
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	42.49
	VERIZON/FRONTIER	ACCT #36065905060927115	STREET LIGHTING	43.54
	VERIZON/FRONTIER	ACCT #425-397-6325-031998-5	PARK & RECREATION FAC	45.18
	VERIZON/FRONTIER	ACCT #36065827660617105	MUNICIPAL COURTS	57.58
	VERIZON/FRONTIER	ACCT #36065831360617105	MUNICIPAL COURTS	57.58
88673	WALMART	SR528/83RD SIGNAL REIMBURSEMEN	CUMULATIVE RESERVE	3,750.00
88674	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	1,194.72
88675	WEED GRAAFSTRA	MCGHEE ACQUISITION	ROADWAY MAINTENANCE	1,150.00
88676	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	194.99
	WEST PAYMENT CENTER	WA PRACTICE V5D COURTROOM HAND	LEGAL - PROSECUTION	238.38
88677	WESTERN FACILITIES	INMATE SUPPLIES	DETENTION & CORRECTION	359.11
88678	WESTERN PETERBILT	TENSIONER	EQUIPMENT RENTAL	173.38
	WESTERN PETERBILT	WINDSHIELD GLASS	EQUIPMENT RENTAL	173.58
	WESTERN PETERBILT	MOUNT AND HEAT SHIELD	EQUIPMENT RENTAL	176.63
	WESTERN PETERBILT	MOUNT	EQUIPMENT RENTAL	258.36
	WESTERN PETERBILT	HEAT SHIELD	EQUIPMENT RENTAL	353.25
88679	WHISTLE WORKWEAR	JEANS-WETZEL, J	UTIL ADMIN	125.77
88680	WRECKING BALL DEMO	HOUSE DEMOLITION	PROTECTIVE INSPECTIONS	17,703.53
88681	WWGCSA	PESTICIDE RECERT-ROBINSON, M	PARK & RECREATION FAC	80.00
88682	ZEE MEDICAL SERVICE	RESUPPLY FIRST AID KIT	ADMIN FACILITIES	127.16
WARRANT TOTAL:				<u>463,870.48</u>

REASON FOR VOIDS:
 INITIATOR ERROR
 WRONG VENDOR
 CHECK LOST/DAMAGED IN MAIL
 UNCLAIMED PROPERTY

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

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 November 20, 2013 payroll in the amount \$827,990.08 Check No.'s 27155 through 27191.

COUNCIL ACTION:

Index #5

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 2, 2013

AGENDA ITEM: 99 th Ave/42 nd St. Water Main	
PREPARED BY: John Cowling, Asst. City Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS:	
BUDGET CODE: 40220594.563000	AMOUNT: \$110,000.00

SUMMARY:

As part of the necessary capital projects to complete the PUD water system acquisition council awarded on July 22, 2013 the 99th Ave/42nd St. Water Main project to SRV Construction. This project included a direction bore under the then yet to be constructed roundabout at SR 92 and 99th Ave. NE. After final construction of the roundabout, the directional drill portion of the project needed to be redesigned both horizontally and vertically, increasing the overall length of the drill and changing the bore pit locations. Additional to the increased boring length these changes required additional shoring, planning, paving, traffic control, etc... due to the new location of the boring pits.

An increase of the management reserve in the amount of \$110,000 is necessary to complete the project with the above mentioned design revisions.

RECOMMENDED ACTION:
Staff recommends that Council authorize \$110,000 in additional management reserve for the 99 th Ave/42 nd St. Water Main project for a total project allocation of \$856,425.42

Index #6

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

AGENDA ITEM: Kirkland Services Agreement Renewal	AGENDA SECTION:	
PREPARED BY: Wendy Wade, Support Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Kirkland Contract Renewal	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This agreement is a renewal of the existing agreement. The agreement is for Jail Services. The term of the agreement is from January 1, 2014 to December 31, 2017. The changes to the contract are;

Booking Fee	from \$41.82 to \$42.32
Daily fee per inmate	from \$63.81 to \$65.58
Transportation fee (each transport)	from \$41.82 to \$42.32

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form.

<p>RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the Kirkland agreement for jail services.</p>
<p>COUNCIL ACTION:</p>

AFTER RECORDING RETURN TO:

City of Marysville
 1049 State Avenue Suite 201
 Marysville, WA 98270

**THIRD AMENDMENT TO AND RENEWAL OF
 INTERLOCAL AGREEMENT
 FOR JAIL SERVICES – Kirkland
 Section 5 Duration: Renewal 2014-2017 and
 Amendment of Schedule "A":
 Booking Fee \$42.32,
 Transport Fee \$42.32,
 Daily Maintenance Fee \$65.58,
 Effective January 1, 2014**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF KIRKLAND ("Kirkland").

WHEREAS, on October 6, 2006 Marysville and Kirkland entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on November 9, 2006 with Snohomish County ; and

WHEREAS, on or about October 12, 2009 Marysville and Kirkland entered into the First Amendment to Interlocal Agreement for Jail Services renewing the duration from January 1, 2010 through December 31, 2013 and amending Schedule A;

WHEREAS, Marysville and Kirkland wish to renew the Agreement for an additional four year term from January 1, 2014 through December 31, 2017; and

WHEREAS, renewals of the Agreement are subject to agreement on the rate and payment for the booking fee and daily maintenance fee set forth in Schedule A of said Agreement.

WHEREAS, Marysville and the Kirkland have agreed to Amend **Schedule "A"** as

Page 1 of 4

follows, Booking Fee from \$40 to 42.32, Transport Fee from \$40 to \$42.32 and Daily Maintenance Fee from \$62. To \$65.58 - Effective January 1, 2014 necessitating the amendment of the Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Kirkland mutually agree as follows:

1. Pursuant to Paragraph 5 **DURATION** of The Interlocal Agreement for Jail Services entered into between the parties on October 6, 2006 shall be amended to read as follows:

“The parties agree to renew this Agreement for an additional four-year term from January 1, 2014 to December 31, 2017. The parties may negotiate additional renewal periods.”

2. **Schedule “A”**, Booking Fee from \$40 to \$42.32, Transport Fee from \$40 to \$42.32 and Daily Maintenance Fee from \$60.00 to \$65.58 - Effective January 1, 2014 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated October 6, 2006 and Amendments shall be in full force and effect unchanged. This Thrid Amendment to and Renewal of Interlocal Agreement for Jail Services shall be effective January 1, 2014.

4. **APPROVALS AND FILING**. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2009.

CITY OF KIRKLAND

CITY OF MARYSVILLE

By _____
David Ramsay, City Manager

By _____
Dennis L. Kendall, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

Robin S. Jenkinson, City Attorney

Grant K. Weed, City Attorney

DATE: _____

DATE: _____

Attest: _____
 , City Clerk

Attest: _____
 Tracy Jeffries, City Clerk

SCHEDULE A
Effective January 1, 2014

Booking Fee \$42.32 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by Kirkland for such prisoner or defendant shall be adjusted by a credit in favor of the Kirkland of that sum actually paid by the prisoner or defendant.

Inmate Transfer Administrative Fee \$20.00

In cases where Kirkland prisoners are relocated to another jail facility Kirkland agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Marysville Transportation Fee \$42.32 per trip

Daily maintenance fee \$65.58 **

Bed space as needed based on space available

****Yearly COLA Increase on Booking Fees and Daily Maintenance Fees**

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

**Second Amendment to Interlocal Agreement
for Jail Services – Kirkland
Amending Paragraph 3 Section B (3 B)
Relating To 90 Days Detention Facility Limits
Effective May 24, 2011**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF KIRKLAND ("Kirkland").

WHEREAS, on October 6, 2006 Marysville and Kirkland entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on November 9, 2006 with Snohomish County ; and

WHEREAS, the parties entered in to the First Amendment to the Interlocal Agreement Effective January 1, 2010; and

WHEREAS, the City of Marysville adopted Ordinance 2859, effective May 23, 2011, amending Marysville Municipal Code Chapter 2.45 relating to Jail/Detention Facilities; a "Detention Facility" being a 90 jail day facility by definition pursuant to RCW 70.48.020 (4).

RCW 70.48.040 (4) "Detention facility" means a facility operated by a governing unit primarily designed, staffed, and used for the temporary housing of adult persons charged with a criminal offense prior to trial or sentencing and for the housing of adult persons for purposes of punishment and correction after sentencing or persons serving terms not to exceed ninety days.

WHEREAS, the parties wish to amend Paragraph 3 Section b (3 b) of the Interlocal Agreement for Jail Services to utilize the 90 day facility limit instead of the 30 day limit.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Kirkland mutually agree as follows:

1. **Paragraph 3 ACCEPTANCE OF PRISONERS, Section b (3 b)** of the Agreement shall be amended to read as follows

b. Prisoners may not be incarcerated in the Marysville Jail longer than ~~thirty~~ (30) ninety (90) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her

ORIGINAL

30-90 day sentence in the Marysville Jail and still have additional days of jail time, Kirkland will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Kirkland of Marysville's actual costs. Should transportation be required for Kirkland inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Arlington

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services recorded on November 9, 2006 and all Amendments thereto shall remain in full force and effect unchanged. This Second Amendment to Interlocal Agreement for Jail Services shall be effective May 24, 2011.

3. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12th day of September, 2011.

By Marilynn Beard
for KURT TRIPLETT, City Manager

By John Nehring
JOHN NEHRING, Mayor

DATE: 10/10/11

DATE: 9-12-11

APPROVED as to form:
Robin S. Jenkinson
ROBIN S. JENKINSON, City Attorney

APPROVED as to form:
Grant K. Weed
GRANT K. WEED, City Attorney

DATE: 10/10/11
Attest:
Kathi Anderson
KATHI ANDERSON, City Clerk

DATE: 9-12-11
Attest:
April O'Brien
APRIL O'BRIEN, Deputy City Clerk

AFTER RECORDING RETURN TO:

City of Marysville
 1049 State Avenue Suite 201
 Marysville, WA 98270

**FIRST AMENDMENT TO AND RENEWAL OF
 INTERLOCAL AGREEMENT
 FOR JAIL SERVICES – Kirkland**

**Section 5 Duration: Renewal 2010 – 2013 and
 Amendment of Schedule "A":**

**Booking Fee from \$32 to \$40,
 Inmate Transfer administrative fee from \$10.00 to \$20.00,
 Daily Maintenance Fee from \$52.00 to \$62.00,
 (Bed space as needed based on space available) and
 Transportation Fee (new in 2010) \$40.00 per trip,
 with a COLA up to 2.25% increase per year
 on Booking fees and Daily Maintenance Fees –
 Effective January 1, 2010**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF KIRKLAND ("Kirkland").

WHEREAS, on October 6, 2006 Marysville and Kirkland entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on November 9, 2006 with Snohomish County ; and

WHEREAS, Section 5 of the Agreement provides that Kirkland shall have an option to renew the Agreement for a four year term commencing January 1, 2010 and ending December 31, 2013; and

WHEREAS, Kirkland has indicated its intention to exercise its option to renew the Agreement; and

WHEREAS, renewals of the Agreement are subject to agreement on the rate and payment for the booking fee and daily maintenance fee set forth in Schedule A of said Agreement.

Page 1 of 4

g/mv/M-02-033/Jail ILA/ ila,jail services.Kirkland First Amend & 2010 renewal rev 100209

ORIGINAL

WHEREAS, Marysville and the Kirkland have agreed to Amend **Schedule "A"** as follows, Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00; (Bed space as needed based on space available), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 necessitating the amendment of the Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Kirkland mutually agree as follows:

1. Pursuant to Paragraph 5 **DURATION** of The Interlocal Agreement for Jail Services entered into between the parties on October 6, 2006 shall be renewed for a four year term commencing January 1, 2010 and ending December 31, 2013.

2. **Schedule "A"**, is amended as follows: Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated October 6, 2006 shall be in full force and effect unchanged. This First Amendment to and Renewal of Interlocal Agreement for Jail Services shall be effective January 1, 2010

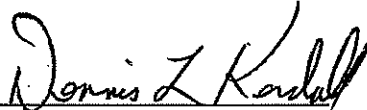
4. **APPROVALS AND FILING**. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2009.

CITY OF KIRKLAND

CITY OF MARYSVILLE

By _____
David Ramsay, City Manager

By 
Dennis L. Kendall, Mayor

Page 2 of 4

DATE: _____
APPROVED as to form: _____

Robin S. Jenkinson, City Attorney

DATE: 10/12/09
APPROVED as to form: _____

Grant K. Weed
Grant K. Weed, City Attorney

DATE: _____

DATE: 10/14/09

Attest: _____
, City Clerk

Attest: April O'Brien
Tracy Jeffries, City Clerk
April O'Brien Deputy

SCHEDULE A
Effective January 1, 2010

<u>Booking Fee</u>	<u>\$40.00 **</u>
Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by Kirkland for such prisoner or defendant shall be adjusted by a credit in favor of the Kirkland of that sum actually paid by the prisoner or defendant.	
<u>Inmate Transfer Administrative Fee</u>	<u>\$20.00</u>
In cases where Kirkland prisoners are relocated to another jail facility Kirkland agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.	
<u>Marysville Transportation Fee (new in 2010)</u>	<u>\$40.00 per trip</u>
<u>Daily maintenance fee</u>	<u>\$62.00 **</u>
Bed space as needed based on space available	

****Yearly COLA Increase on Booking Fees and Daily Maintenance Fees**

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

R-4853
Exhibit A

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue Suite 201
Marysville, WA 98270

**FIRST AMENDMENT TO AND RENEWAL OF
INTERLOCAL AGREEMENT
FOR JAIL SERVICES – Kirkland**

**Section 5 Duration: Renewal 2010 – 2013 and
Amendment of Schedule "A":**

**Booking Fee from \$32 to \$40,
Inmate Transfer administrative fee from \$10.00 to \$20.00,
Daily Maintenance Fee from \$52.00 to \$62.00,
(Bed space as needed based on space available) and
Transportation Fee (new in 2010) \$40.00 per trip,
with a COLA up to 2.25% increase per year
on Booking fees and Daily Maintenance Fees –
Effective January 1, 2010**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF KIRKLAND ("Kirkland").

WHEREAS, on October 6, 2006 Marysville and Kirkland entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on November 9, 2006 with Snohomish County ; and

WHEREAS, Section 5 of the Agreement provides that Kirkland shall have an option to renew the Agreement for a four year term commencing January 1, 2010 and ending December 31, 2013; and

WHEREAS, Kirkland has indicated its intention to exercise its option to renew the Agreement; and

WHEREAS, renewals of the Agreement are subject to agreement on the rate and payment for the booking fee and daily maintenance fee set forth in Schedule A of said Agreement.

Page 1 of 4

g/mv/M-02-033/Jail ILA/ ila.jail services.Kirkland First Amend & 2010 renewal rev 100209

ORIGINAL

R-4853
Exhibit A

WHEREAS, Marysville and the Kirkland have agreed to Amend **Schedule "A"** as follows, Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 necessitating the amendment of the Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Kirkland mutually agree as follows:

1. Pursuant to Paragraph 5 **DURATION** of The Interlocal Agreement for Jail Services entered into between the parties on October 6, 2006 shall be renewed for a four year term commencing January 1, 2010 and ending December 31, 2013.
2. **Schedule "A"**, is amended as follows: Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.
3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated October 6, 2006 shall be in full force and effect unchanged. This First Amendment to and Renewal of Interlocal Agreement for Jail Services shall be effective January 1, 2010
4. **APPROVALS AND FILING**. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2009.

CITY OF KIRKLAND

CITY OF MARYSVILLE

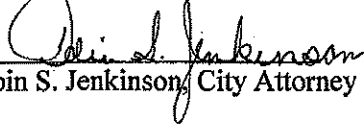
By *Marilyn Beard Asst. CM*
Kurt Triplett, City Manager

By _____
Dennis L. Kendall, Mayor

Page 2 of 4

R-4853
Exhibit A

DATE: _____
APPROVED as to form:


Robin S. Jenkinson, City Attorney

DATE: _____
APPROVED as to form:

Grant K. Weed, City Attorney

DATE: 12/14/10

DATE: _____

Attest: _____
Kathi Anderson, City Clerk

Attest: _____
City Clerk

R-4853
Exhibit A

SCHEDULE A
Effective January 1, 2010

Booking Fee \$40.00 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by Kirkland for such prisoner or defendant shall be adjusted by a credit in favor of the Kirkland of that sum actually paid by the prisoner or defendant.

Inmate Transfer Administrative Fee \$20.00

In cases where Kirkland prisoners are relocated to another jail facility Kirkland agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Marysville Transportation Fee (new in 2010) \$40.00 per trip

Daily maintenance fee \$62.00 **

Bed space as needed based on space available

****Yearly COLA Increase on Booking Fees and Daily Maintenance Fees**

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

RESOLUTION R-4853

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING RENEWAL OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND CITY OF MARYSVILLE FOR JAIL SERVICES.

WHEREAS, the City of Kirkland wishes to secure the use of additional jail bed capacity; and

WHEREAS, the City of Marysville is willing to accept City of Kirkland inmates for a rate of compensation mutually agreed upon by the parties; and

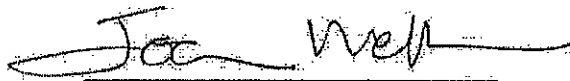
WHEREAS, Chapter 39.34 RCW authorizes the parties to enter into an interlocal cooperation agreement to perform any governmental service, activity or undertaking which each contracting party is authorized by law to perform;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:


Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an interlocal agreement substantially similar to that attached as Exhibit "A", which is entitled "First Amendment to and Renewal of Interlocal Agreement for Jail Services."

Passed by majority vote of the Kirkland City Council in open meeting this 7th day of December, 2010.

Signed in authentication thereof this 7th day of December, 2010.


MAYOR

Attest:


City Clerk

AFTER RECORDING RETURN TO:

City of Marysville
4822 Grove Street
Marysville, WA 98270

**INTERLOCAL AGREEMENT
FOR JAIL SERVICES
Kirkland**

THIS INTERLOCAL AGREEMENT FOR JAIL SERVICES (hereinafter "Agreement") is made and entered into by and between the CITY OF MARYSVILLE (hereinafter "Marysville"), and the CITY OF KIRKLAND (hereinafter "Kirkland").

WHEREAS, Chapters 39.34 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and

WHEREAS, Marysville has a jail facility, and Kirkland desires to enter into this agreement to utilize Marysville's jail facility and the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Kirkland mutually agree as follows:

1. **DEFINITIONS.** Unless the context clearly shows another usage is intended, the following terms shall have the following meanings in this agreement:

a. **Marysville Jail** means a place owned and operated by Marysville primarily designed, staffed and used for the housing of adults charged with a criminal offense; for the punishment and correction of offenders after conviction of a criminal offense; or for confinement and/or holding during a criminal investigation, or a civil detention to enforce a court order. As of the date of the execution of this agreement, this jail is located at 1635 Grove, Marysville,

Washington.

b. **Kirkland prisoner** means a person arrested by Kirkland Police and held and confined in the Marysville Jail (either pre- or post-trial) pursuant to a violation of a Kirkland ordinance or a violation of state law which designates the crime for which the person is held to be a misdemeanor or gross misdemeanor. The term **Kirkland prisoner** shall not include a person arrested for a felony offense by Kirkland Police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non-Kirkland Police officer, or a person charged by the County Prosecutor with a felony or an attempt to commit a felony, even if there is a plea to or a conviction of a lesser offense. A Kirkland prisoner shall not include juveniles.

2. JAIL AND HEALTH SERVICES.

a. For prisoners accepted under this Agreement, Marysville shall accept Kirkland prisoners and furnish jail facilities, booking, custodial services, and personnel for the confinement of Kirkland prisoners equal to those Marysville provides for the confinement of its own prisoners. Medical costs for emergency or necessary health care for Kirkland prisoners shall be the responsibility of Kirkland. In the event an inmate is transported to the hospital, the hospital shall be directed to bill Kirkland directly. With respect to inmate prescriptions, Kirkland agrees to utilize the same pharmacies as Marysville, and Kirkland shall be billed directly for its inmates' prescriptions. Kirkland retains the option to contract with medical providers to provide medical service to Kirkland prisoners. Marysville shall notify Kirkland prior to outside medical care being provided for a Kirkland prisoner; provided, however, that when emergency medical care is required in life-threatening circumstances, the notification may occur as soon as practicable, which may be after emergency medical care has been provided.

b. While Marysville will have the primary responsibility for transporting prisoners to the Snohomish County Jail and to medical care providers during this agreement, Marysville may request Kirkland to provide the transport of prisoners when Marysville Jail and police staff are unavailable. The rate and payment amount set forth in **Schedule A** shall include the cost of transport of Kirkland prisoners.

3. ACCEPTANCE OF PRISONERS.

a. Kirkland understands that Marysville will accept prisoners on a nonexclusive basis under this Agreement. The acceptance of prisoners is subject to space being available. Marysville reserves the right to reserve space in the jail for its anticipated prisoner needs and may require the removal of Kirkland prisoners to accommodate Marysville prisoners. If Kirkland prisoners

are to be displaced and must be removed from the jail, Marysville agrees to provide Kirkland with notice in writing that the Kirkland prisoner must be removed.

b. Prisoners may not be incarcerated in the Marysville Jail longer than thirty (30) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her 30-day sentence in the Marysville Jail and still have additional days of jail time, Kirkland will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Kirkland of Marysville's actual costs. Should transportation be required for Kirkland inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Kirkland.

c. Kirkland agrees that if any Kirkland prisoner is deemed out of control or dangerous by the personnel at the Marysville Jail, on eight (8) hours' notice from Marysville to Kirkland, Kirkland shall make arrangements to remove and transport to another facility. Marysville may also refuse to book any persons who are suspected to be an extreme danger to themselves or to other inmates. In cases where a Kirkland prisoner has obvious medical needs, Kirkland shall transport such prisoner to a medical facility for treatment prior to being booked into Marysville's Jail. In all cases, Kirkland officers will remain at the Marysville Jail until the prisoner is accepted by the Marysville custody staff.

d. Kirkland agrees that Marysville may transfer Kirkland prisoners who have been sentenced on criminal charges in Marysville Jail to other jail facilities under Marysville's Interlocal Agreements with those agencies. Such agreements include, but are not limited to Chelan County, Okanogan County and Yakima County. If Kirkland has an Interlocal Agreement with those agencies – those agencies will bill Kirkland under that interlocal agreement and not the Maryville Interlocal agreement.

Provided however, transfer of Kirkland prisoners to the Snohomish County jail shall be pursuant to Kirkland's Agreement with Snohomish County and not under the Marysville Interlocal Agreement for Jail Services with Snohomish County.

1. Marysville Custody will serve as the contact with the other jail facilities when transfer of Kirkland prisoners is necessary.
2. Marysville will be billed by the other facility for jail services under the Marysville Agreement with that jurisdiction and Marysville will in turn bill Kirkland.
3. Kirkland agrees that all of the provisions of

Paragraph 12. INDEMNIFICATION; Paragraph 13. Insurance /Immunities; Paragraph 15. DISPUTE RESOLUTION and Paragraph 26 GOVERNING LAW, VENUE OF THIS AGREEMENT will specifically apply to the City of Marysville for any actions, claims, events or incidents that may arise in one of the other jail facilities - just as if the prisoner was housed in the Marysville Jail.

4. **RATE AND PAYMENT.** Kirkland shall pay Marysville at a rate per prisoner on a 24-hour basis (or portion of 24 hours) set out in **Schedule A** attached hereto. Said rates shall be adjusted from time to time by mutual agreement in advance of the renewal of any term of this agreement as provided in Section 6. Kirkland shall be responsible for all costs for the transport of its prisoners.

a. Payment shall be made promptly by Kirkland to Marysville within thirty (30) days after a monthly statement is submitted by Marysville to Kirkland.

b. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, an adjustment shall be applied to the next month's statement, or if the agreement has terminated, by an appropriate payment from one to the other. The parties agree to meet at least once each year to examine and verify charges for the previous year. The parties shall enter into a written agreement verifying and reconciling charges for the previous year and closing the books on an annual basis.

c. Should the prisoner be sentenced to pay a portion of the daily rate, that amount once paid will be deducted from the full daily rate.

5. **DURATION.** The initial term of this agreement shall commence October 1, 2006, upon execution by both parties and shall expire on December 31, 2009. Kirkland shall have an option to renew this agreement for a three-year term commencing on January 1, 2010, and ending on December 31, 2013, and a second renewal for a four-year term, commencing on January 1, 2014 and ending on December 31, 2018. Said renewals shall be subject only to mutual agreement of the parties with the rate and payment set forth in **Schedule A**.

6. **RECORD KEEPING (BOOKING).** Marysville agrees to maintain a system of record keeping relative to the booking and confinement of each Kirkland prisoner in such style and manner as equivalent to Marysville's records pertaining to its own prisoners. Such records shall include, but not be limited to, the following information: defendant's name, charge, booking date, release date, and manner of release (i.e., personal recognizance, bond, cash bail). Along with monthly billing statements, Marysville shall submit to Kirkland or its authorized representatives copies of said records.

7. **BOOKING PROCEDURE.** Prisoners will be booked by Marysville according to procedures and policies of Marysville by completing for each such prisoner an appropriate booking sheet with a copy to be provided to Kirkland, if requested. Personal property will be held by Marysville in the same manner as for its own prisoners.

8. **RELEASE OF KIRKLAND PRISONERS FROM MARYSVILLE JAIL.** No Kirkland prisoner confined in the Marysville jail subject to this Agreement shall be released except:

- a. When requested by a member of Kirkland Police Department;
- b. In compliance with orders of the court in those matters in which the courts have jurisdiction;
- c. For appearance in court;
- d. For interviews by Kirkland Police or attorneys;
- e. If the prisoner has served his or her sentence or the charge pending against the prisoner has been dismissed; or
- f. As determined by the Marysville Chief of Police or his designee as part of a plan to reduce prisoner population as a result of facility overcrowding; PROVIDED, however, Marysville and Kirkland prisoners shall be released or relocated to a mutually agreed upon facility on a "first in first out" basis.
- g. Where in the discretion of the custody/patrol supervisor or jail administrator such release is warranted, Marysville shall notify Kirkland Police of such event as soon as possible.

9. **ALTERNATIVE/PARTIAL CONFINEMENT.** Kirkland prisoners shall be considered for Marysville's alternative and partial confinement programs on an equal basis with Marysville prisoners and subject to the same rules and regulations, as well as potential sanctions, for program rule violations. Kirkland shall have access to all alternative sentencing options which are available now and which may become available in the future. Prisoner participation in such programs may be limited to an operational capacity as identified by Marysville. Alternative and partial confinement programs shall include, but not be limited to, work release and work crew. It is understood by the parties that the term "alternative confinement program" shall include electronic home monitoring.

10. **ACCESS TO KIRKLAND PRISONERS.** All Kirkland Police officers, investigators, interpreters, mental health professionals, the prosecuting attorney and

the prisoner's counselor or assigned counsel shall have the right to interview the prisoner inside the confines of the Marysville Jail, subject only to necessary security rules. Interview rooms will be made available to Kirkland Police and others in equal priority with those made available for Marysville prisoners.

11. OPERATION OF JAIL. Marysville agrees to operate the jail to current professional standards and practices in accordance with all state and federal standards, whether set by constitution, statute or regulation. Kirkland shall receive equal treatment to that supplied to Marysville's own prisoners.

12. INDEMNIFICATION.

a. Except as otherwise provided in 12(c), Kirkland agrees to defend, indemnify and hold harmless Marysville and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Kirkland, its officers, agents and employees, or any of them in arresting, detaining, charging or transporting prisoners. In the event that any suit based upon such a claim, action, loss or damage is brought against Marysville, Kirkland shall defend the same at its sole cost and expense; provided, that Marysville retains the right to participate in said suit if any principle of governmental or public law is involved; and if a final judgment is rendered against Marysville, its officers, agents, employees or any of them or jointly against Marysville and Kirkland and their respective officers, agents and employees or any of them, Kirkland shall satisfy and discharge the same.

b. Except as otherwise provided in 12(c), Marysville shall defend, indemnify and hold harmless Kirkland and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Marysville, its officers, agents and employees, or any of them in confining or releasing persons who have been presented to and accepted by the Marysville Jail by Kirkland, its officers, agents and employees while said persons are in the Jail or in the custody of Marysville outside the Jail, except to the extent said claim, action, loss or damage is the result of the negligence of Kirkland. In the event that any suit based upon such a claim, action, loss or damage is brought against Kirkland, Marysville shall defend the same at its sole cost and expense, provided that Kirkland retains the right to participate in said suit if any principle of governmental or public law is involved, and if a final judgment is rendered against Kirkland, its officers, agents and employees or any of them, or jointly against Kirkland and Marysville and their respective officers, agents and employees or any of them, Marysville shall satisfy and discharge the same.

c. In the event of the concurrent negligence of the parties, each party shall be responsible for payment of any claim or judgment in proportion to the percentage fault attributed to that party.

d. The indemnities provided for in this paragraph 12 shall apply to all legal costs and attorneys' fees incurred by the party indemnified. In any action to enforce the indemnities provided for in this paragraph, the prevailing party shall be entitled to recovery of costs and attorneys' fees for the enforcement of these indemnities.

13. **INSURANCE.** At the date of entering into this agreement, the City of Marysville and the City of Kirkland are members of the Washington Cities Insurance Authority (WCIA). So long as each city maintains membership in the insurance pool and agrees to abide by the compact and all other applicable rules, regulations and requirements that are necessary to keep each city as a member in good standing neither City shall be required to acquire other or additional insurance. In the event either party to this agreement ceases to be a member of the insurance pool, the parties shall renegotiate the insurance provisions of this agreement with the intent being the provision of insurance which adequately covers the nature of the risks associated with each party's responsibilities under this agreement.

14. **TERMINATION OF AGREEMENT.** Kirkland shall provide written notice of its intent to terminate this agreement without cause not less than 180 days prior to expiration of this agreement. Marysville shall provide written notice of its intent to terminate this agreement not less than one hundred eighty (180) days prior to expiration of this agreement (or any renewal thereof). In the event of termination of this agreement (or any extension thereof), the parties will work cooperatively to ensure the orderly transition of defendants from Marysville jail to the new facility.

15. **DISPUTE RESOLUTION.**

a. The Police Chiefs for each city and appropriate staff shall meet quarterly to discuss any pending issues and to resolve disputes, if any.

b. It is the parties' intent to resolve any disputes relating to the interpretation or application of this agreement informally through discussions at the staff level as described in paragraph 15(a) above. In the event disputes cannot be resolved informally, resolution shall be sought by the City Administrator and City Manager. If the City Administrator and City Manager reach no resolution within thirty (30) days, the parties agree to submit the dispute to nonbinding mediation/dispute resolution.

16. **WAIVER.** No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound

thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later nonperformance.

17. **ASSIGNMENT.** Neither this Agreement nor any interest herein or claim hereunder shall be assigned or transferred, in whole or in part, by either Marysville or Kirkland to any other person or entity without the prior written consent of the other party. In the event that such prior written consent to an assignment is granted, the assignee shall assume all duties, obligations and liabilities of its assignor stated in this Agreement.

18. **INDEPENDENT CONTRACTOR.** Each party to this agreement is an independent contractor with respect to the subject matter herein. Nothing in this agreement shall make any employee of Marysville an employee of Kirkland, and vice versa, for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges according to either city's employee by virtue of their employment. At all times pertinent hereto, employees of Marysville are acting as Marysville employees and employees of Kirkland are acting as Kirkland employees.

19. **PARTIAL INVALIDITY.** Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

20. **ASSIGNABILITY.** The rights, duties and obligations of either party to this agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

21. **NO THIRD-PARTY RIGHTS.** Except as expressly provided herein, nothing in this agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

22. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

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

24. **INTEGRATION.** This written Agreement constitutes the complete and final agreement between Marysville and Kirkland. There are no other oral or written agreements between the parties as to the subjects covered by this Agreement. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

25. **NOTICES AND ADMINISTRATOR.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

TO CITY OF KIRKLAND:

City Manager
 City of Kirkland
 City Hall
 123 5th Avenue
 Kirkland, WA 98294

TO CITY OF MARYSVILLE:

Chief Administrative Officer
 City of Marysville
 1049 State Avenue
 Marysville, WA 98270

The Marysville Chief of Police shall serve as Marysville's administrator or responsible official for this Agreement. The Chief of Police for Kirkland shall serve as Kirkland's administrator or responsible official for this Agreement.

26. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington as they now read or are hereafter amended. Venue shall be in Snohomish County Superior Court.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 6th day of October, 2006.

CITY OF KIRKLAND

By [Signature]
David Ramsay, City Manager
DATE: 10/22/06

CITY OF MARYSVILLE

By [Signature]
Dennis L. Kendall, Mayor
DATE: 10-6-06

APPROVED as to form:

[Signature]
Robin S. Jenkins, City Attorney

DATE: 10/19/06

APPROVED as to form:

[Signature]
Grant K. Weed, City Attorney

DATE: 9-19-06

SCHEDULE A

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Kirkland for such prisoner or defendant shall be adjusted by a credit in favor of the City Kirkland of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Kirkland prisoners are relocated to another jail facility other than the Snohomish County jail, Kirkland agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$55.00 per day per bed until December 31, 2006
and \$57.00 per day per bed starting January 1,
2007.

*Kirkland agrees to contract on an "as needed basis" per day, at a rate of \$55.00 per day per bed until December 31, 2006 and \$57 per day per bed starting January 1, 2007.

Index #7

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

AGENDA ITEM: Sauk-Suiattle Jail Services Agreement Renewal	AGENDA SECTION:	
PREPARED BY: Wendy Wade, Support Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Sauk-Suiattle Contract Renewal	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This agreement is a renewal of the existing agreement. The agreement is for Jail Services. The term of the agreement is from January 1, 2014 to December 31, 2015. The changes to the contract are;

Booking Fee	from \$41.82 to \$42.32
Daily fee per inmate	from \$63.81 to \$65.58
Transportation fee (each transport)	from \$41.82 to \$42.32

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form.

RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the Sauk-Suiattle agreement for jail services.
--

COUNCIL ACTION:

AFTER RECORDING RETURN TO:

City of Marysville
 City Administrator
 1049 State Street
 Marysville, WA 98270

**Fifth Amendment of Interlocal Agreements for Jail Services
 Sauk-Suiattle**

Section 5 Duration /Renewal

Section 5 Duration /Renewal

January 1, 2014 to December 31, 2015

and

Amendment of Schedule "A":

Booking Fee \$42.32

Daily Maintenance Fee \$65.58,

(Bed space as needed based on space available,)

Transportation Fee \$42.32 per trip;

Effective January 1, 2014

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Sauk-Suiattle Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Tribal Council of the Sauk-Suiattle Tribe of Washington as provided in Article III of the Constitution and Bylaws of the Tribe, and recognizes as a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 12/13/2005 recording 200512131126 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the FIRST AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 11/28/09 recording # 200611281008 with the Snohomish County Auditor; and,

Page 1 of 4

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the SECOND AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES on November 27, 2007 and,

WHEREAS, Marysville and Stillaguamish Tribe entered in to the THIRD AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES on October 12, 2009; and,

WHEREAS, Marysville and Stillaguamish Tribe entered in to the FOURTH AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES on September 12, 2011; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe have agreed to Renew the Interlocal Agreement for a two- year period from January 1, 2014 to December 31, 2015.

WHEREAS, while Marysville and the Tribe have agreed to renew pursuant to Section 5. DURATION - RENEWAL; and Amend **Schedule "A"** as follows - Booking Fee from \$40 to \$42.32, Daily Maintenance Fee from \$62.00 to \$65.58, (Bed space as needed based on space available) and Transportation Fee from \$40.00 \$42.32 per trip; - Effective January 1, 2014 necessitating the amendment of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

1. Pursuant to Paragraph 5 **DURATION** of The Interlocal Agreement for Jail Services entered into between the parties on November 29, 2005 as amended in the Second Amendment on November 27, 2007 shall be renewed for a two-year term commencing January 1, 2014 and ending December 31, 2015.

2. **Schedule "A"**, is amended as follows: Booking Fee from \$40 to \$42.32, Daily Maintenance Fee from \$62.00 to \$65.58, (Bed space as needed based on space available) and Transportation Fee from \$40.00 \$42.32 per trip;- Effective January 1, 2014 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement.

4. **APPROVALS AND FILING**. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party.

Page 2 of 4

The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2013

CITY OF MARYSVILLE

SAUK-SUIATTLE TRIBE OF WASHINGTON

Jon Nehring, Mayor

Norma A Joseph, Chairperson
Sauk-Suiattle Tribal Council

Dated: _____

Dated: _____

Attest:

Attest:

April O'Brien, Deputy City Clerk

Ronda Metcalf, Tribal Council Secretary

Approved as to form

Approved as to form:

Grant K. Weed, City Attorney

, General Counsel

SCHEDULE A
Effective January 1, 2014

Booking fee \$42.32 **
Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Sauk-Suiattle Tribes for such prisoner or defendant shall be adjusted by a credit in favor of the Sauk-Suiattle Tribes of that sum actually paid by the prisoner or defendant.

Inmate Transfer Administrative Fee \$20.00
In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Marysville Transportation Fee \$42.32 per trip

Daily maintenance fee \$65.58 **
Bed space as needed based on space available

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees
Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

Expires 7/31/2013

AFTER RECORDING RETURN TO:
City of Marysville
1049 State Street
Marysville, WA 98270

**Fourth Amendment of Interlocal Agreements for Jail Services
Sauk-Suiattle
Amending Paragraph 3 Section b (3 b)
Relating to 90 days Detention Facility Limits
Effective May 24, 2011
and
Section 5 Duration /Renewal
January 1, 2012 to December 31, 2013**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Sauk-Suiattle Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Tribal Council of the Sauk-Suiattle Tribe of Washington as provided in Article III of the Constitution and Bylaws of the Tribe, and recognizes as a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 12/13/2005 recording #200512131126 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the FIRST AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 11/28/09 recording # 200611281008 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the SECOND AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 12/28/09 recording # 200712280719 with the Snohomish County Auditor; and,

ORIGINAL

ORIGINAL

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the **THIRD AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES** on October 12, 2009; and,

WHEREAS, the City of Marysville adopted Ordinance 2859, effective May 23, 2011, amending Marysville Municipal Code Chapter 2.45 relating to Jail/Detention Facilities; a "Detention Facility" being a 90 jail day facility by definition pursuant to RCW 70.48.020 (4).

RCW 70.48.040 (4) "Detention facility" means a facility operated by a governing unit primarily designed, staffed, and used for the temporary housing of adult persons charged with a criminal offense prior to trial or sentencing and for the housing of adult persons for purposes of punishment and correction after sentencing or persons serving terms not to exceed ninety days.

WHEREAS, the parties wish to amend Paragraph 3 Section b (3 b) of the Interlocal Agreement for Jail Services to utilize the 90 day facility limit instead of the 30 day limit; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe have agreed to Renew the Interlocal Agreement for a two- year period from January 1, 2011 to December 31, 2013; and,

WHEREAS, the Sauk-Suiattle Tribal Council on Oct 7, 2011, authorized entry into this **FOURTH AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES**.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

1. Paragraph 3 **ACCEPTANCE OF PRISONERS**, Section b (3 b) of the Agreement shall be amended to read as follows

b. Prisoners may not be incarcerated in the Marysville Jail longer than ~~thirty (30)~~ ninety (90) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her ~~30-90~~ day sentence in the Marysville Jail and still have additional days of jail time, Tribe will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Tribe of Marysville's actual costs. Should transportation be required for Tribe inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Tribe.

2. Pursuant to Paragraph 5 **DURATION – RENEWAL**, Section B of the Interlocal Agreement for Jail Services entered into between the parties on 12/13/05

amended by the Second Amendment of the Interlocal for Jail Services dated November 27, 2007 recorded 12/28/09 recording # 200712280719 with the Snohomish County Auditor, shall be renewed for a two-year term commencing January 1, 2011 and ending December 31, 2013.

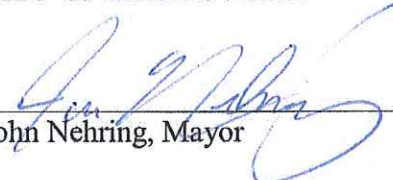
3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement. This Fourth Amendment to Interlocal Agreement for Jail Services shall be effective May 24, 2011.

4. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12th day of September, 2011.

CITY OF MARYSVILLE


SAUK-SUIATTLE TRIBE OF WASHINGTON


John Nehring, Mayor


Janice Mabee, Chairperson
Sauk-Suiattle Tribal Council

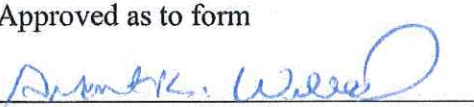
Dated: 9/12/11

Dated: 10/11/11

Attest:

April O'Brien, Deputy City Clerk

Attest:

Nancy DeCoteau, Tribal Council Secretary

Approved as to form

Grant K. Weed, City Attorney

Approved as to form:

Regina Hovet, General Counsel

AFTER RECORDING RETURN TO:

City of Marysville
 City Administrator
 1049 State Street
 Marysville, WA 98270

**Third Amendment of Interlocal Agreements for Jail Services
 Sauk-Suiattle**

**Section 5 Duration /Renewal
 January 1, 2010 to December 31, 2011
 and**

Amendment of Schedule "A":

Booking Fee from \$32 to \$40

Inmate Transfer administrative fee from \$10.00 to \$20.00

Daily Maintenance Fee from \$52.00 to \$62.00,

(Bed space as needed based on space available,)

Transportation Fee (new in 2010) \$40.00 per trip;

and with a COLA up to 2.25% increase per year

on Booking fees and Daily Maintenance Fees –

Effective January 1, 2010

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Sauk-Suiattle Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Tribal Council of the Sauk-Suiattle Tribe of Washington as provided in Article III of the Constitution and Bylaws of the Tribe, and recognizes as a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 12/13/2005 recording 200512131126 with the Snohomish County Auditor; and,

page 1 of 4

g/mv/M-02-033/IIA Jail/IIA jail services -- Sauk-Suiattle Third Amend & 2010 renewal

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the **FIRST AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES** recorded on 11/28/09 recording # 200611281008 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the **SECOND AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES** recorded on 12/28/09 recording # 200712280719 with the Snohomish County Auditor; and,

WHEREAS, the Sauk-Suiattle Tribal Council on October 9, 2009 authorized entry into this **THIRD AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES AND ONE YEAR RENEWAL**; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe have agreed to Renew the Interlocal Agreement for a two- year period from January 1, 2010 to December 31, 2011.

WHEREAS, while Marysville and the Tribe have agreed to renew pursuant to Section 5. **DURATION - RENEWAL**; and Amend **Schedule "A" Booking Fee** from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 necessitating the amendment of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

1. Pursuant to Paragraph 5 **DURATION** of The Interlocal Agreement for Jail Services entered into between the parties on 12/13/05 and amended 11/28/09 and 11/27/09 shall be renewed for a two-year term commencing January 1, 2010 and ending December 31, 2011.

2. **Schedule "A"**, is amended as follows: Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement.

page 2 of 4

g/mv/M-02-033/11A Jail/11a.jail services - Sauk-Suiattle Third Amend & 2010 renewal

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12th day of October 2009.

CITY OF MARYSVILLE

Dennis L Kendall
Dennis Kendall, Mayor

Dated: 10-12-09

Attest:

April O'Brien
Tracy Jeffries, City Clerk
APRIL O'BRIEN Deputy

Approved as to form

Grant K. Weed
Grant K. Weed, City Attorney

SAUK-SUIATTLE TRIBE OF WASHINGTON

Janice Mabee
Janice Mabee, Chairperson
Sauk-Suiattle Tribal Council

Dated: 10/23/09

Attest:

Nancy A. DeCoteau
Nancy DeCoteau, Tribal Council Secretary

Approved as to form:

Regina Hovet
Regina Hovet, General Counsel

SCHEDULE A
Effective January 1, 2010

<u>Booking fee</u>	<u>\$40.00 **</u>
Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Sauk-Suiattle Tribes for such prisoner or defendant shall be adjusted by a credit in favor of the Sauk-Suiattle Tribes of that sum actually paid by the prisoner or defendant.	
<u>Inmate Transfer Administrative Fee</u>	<u>\$20.00</u>
In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.	
<u>Marysville Transportation Fee (new in 2010)</u>	<u>\$40.00 per trip</u>

<u>Daily maintenance fee</u>	<u>\$62.00 **</u>
Bed space as needed based on space available	

****Yearly COLA Increase on Booking Fees and Daily Maintenance Fees**

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

page 4 of 4

AFTER RECORDING RETURN TO:

City of Marysville
 City Administrator
 1049 State Street
 Marysville, WA 98270

**INTERLOCAL AGREEMENT
 FOR JAIL SERVICES**

THIS INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Sauk-Suiattle Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Tribal Council of the Sauk-Suiattle Tribe of Washington as provided in Article III of the Constitution and Bylaws of the Tribe, and recognized as a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, The Sauk-Suiattle Tribe adopted resolution 11/11/05 by the Sauk-Suiattle Tribal Council on November 4, 2005, authorizing entry into this agreement.

WHEREAS, the Sauk-Suiattle Indian Reservation (hereinafter the "RESERVATION") is located within the corporate limits of Skagit County; and,

WHEREAS, Marysville has a jail facility, and the Tribe desires to enter into this agreement to utilize Marysville's jail facility under the terms and conditions of this agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

1. **DEFINITIONS.** Unless the context clearly shows another usage is intended, the following terms shall have the following meanings in this agreement:

a. "Marysville Jail" means a place owned and operated by Marysville primarily designed, staffed and used for the housing of adults charged with a criminal offense; for the punishment and correction of offenders after conviction of a criminal offense; or for confinement and/or holding during a criminal investigation, or a civil detention to enforce a court order. As of the date of the execution of this agreement, this jail is located at 1635 Grove Street, Marysville, Washington.

b. "Tribal prisoner" means a person arrested by Tribal Police and held and confined in the Marysville Jail (either pre- or post-trial) pursuant to a violation of a Tribal Law including "Criminal Infractions" and "General Crimes" or a violation of state law which designates the crime for which the person is held to be a misdemeanor or gross misdemeanor. The term Tribal prisoner shall not include a person arrested for a Tribal "Major Crime" or a felony offense by Tribal Police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non-Tribal Police officer, or a person charged by the County Prosecutor with a felony or an attempt to commit a felony, even if there is a plea to or a conviction of a lesser offense. A Tribal prisoner shall not include juveniles.

2. **JAIL AND HEALTH SERVICES.**

a. For prisoners accepted under this Agreement, Marysville shall accept Tribal prisoners and furnish jail facilities, booking, custodial services, and personnel for the confinement of Tribal prisoners equal to those Marysville provides for the confinement of its own prisoners. Medical costs for emergency or necessary health care for Tribal prisoners shall be the responsibility of Tribe. In the event an inmate is transported to the hospital, the hospital shall be directed to bill Tribe directly. With respect to inmate prescriptions, Tribe agrees to utilize the same pharmacies as Marysville, and Tribe shall be billed directly for its inmates' prescriptions. Tribe retains the option to contract with medical providers to provide medical service to Tribal prisoners. Marysville shall notify Tribe prior to outside medical care being provided for a Tribal prisoner;

provided, however, that when emergency medical care is required in life-threatening circumstances, the notification may occur as soon as practicable, which may be after emergency medical care has been provided.

b. The Tribe will be responsible for all prisoner transport and the costs of transport, including but not limited to court, other jail facilities and to medical care provides. The Tribe may request Marysville to provide assistance with the transport of prisoners when Marysville Jail and police staff are available.

3. ACCEPTANCE OF PRISONERS.

a. Tribe understands that Marysville will accept prisoners on a nonexclusive basis under this Agreement. The acceptance of prisoners is subject to space being available. Marysville reserves the right to reserve space in the jail for its anticipated prisoner needs and may require the removal of Tribal prisoners to accommodate Marysville prisoners. If Tribal prisoners are to be displaced and must be removed from the jail, Marysville agrees to provide Tribe with twenty four (24) hours notice in writing that the Tribal prisoner must be removed.

b. Prisoners may not be incarcerated in the Marysville Jail longer than thirty (30) days or contrary to applicable federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her 30-day sentence in the Marysville Jail and still have additional days of jail time, Tribe will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Tribe of Marysville's actual costs. Should transportation be required for Tribal inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Tribe.

c. Tribe agrees that if any Tribal prisoner is deemed out of control or dangerous by the personnel at the Marysville Jail, on eight (8) hours' notice from Marysville to Tribe, Tribe shall make arrangements to remove and transport to another facility. Marysville may also refuse to book any persons who are suspected to be an extreme danger to themselves or to other inmates. In cases where a Tribal prisoner has obvious medical needs, Tribe shall transport such prisoner to a medical facility for treatment prior to being booked into Marysville's Jail. In all cases, Tribal officers will remain at the Marysville Jail until the prisoner is accepted by the Marysville custody staff.

d. Tribe agrees that Marysville may transfer Tribal prisoners who have been sentenced on criminal charges in Marysville Jail to other jail facilities under Marysville's Interlocal Agreements with those agencies. Such agreements include, but are not limited to Chelan County, Okanogan County and Yakima County. Provided however, transfer of Tribal prisoners to the Snohomish County jail shall be pursuant to the Tribal

Agreement with Snohomish County and not under the Marysville Interlocal Agreement for Jail Services with Snohomish County.

1. Marysville Custody will serve as the contact with the other jail facilities when transfer of Tribal prisoners is necessary.
2. Marysville will be billed by the other facility for jail services under the Marysville Agreement with that jurisdiction and Marysville will in turn bill the Tribe .
3. The Tribe agrees that all of the provisions of Paragraph 12. CONSENT TO JURISDICTION AND TRIBE EXPRESS LIMITED WAIVER OF SOVEREIGN IMMUNITY; Paragraph 13. INDEMNIFICATION; Paragraph 14. INSURANCE /IMMUNITIES; and Paragraph 15 GOVERNING LAW, VENUE AND DISPUTE RESOLUTION of this Agreement will specifically apply to the City of Marysville for any actions, claims, events or incidents that may arise in one of the other jail facilities – just as if the prisoner was housed in the Marysville Jail.

4. RATE AND PAYMENT.

Tribe shall pay Marysville at a rate per prisoner on a 24-hour basis (or portion of 24 hours) set out in Schedule A attached hereto. Said rates shall be adjusted from time to time by mutual agreement in advance of the renewal of any term of this agreement as provided in Section 5. Tribe shall be responsible for all costs for the transport of its prisoners.

- a. Payment shall be made promptly by Tribe to Marysville within thirty (30) days after a monthly statement is submitted by Marysville to Tribe.
- b. The Tribe may examine the relevant books and records kept by Marysville to verify charges. If an examination reveals an improper charge, an adjustment shall be applied to the next month's statement, or if the agreement has terminated, by an appropriate payment from one to the other. The parties agree to meet at least once each year to examine and verify charges for the previous year. The parties shall enter into a written agreement verifying and reconciling charges for the previous year and closing the books on an annual basis.
- c. Should the prisoner be sentenced to pay a portion of the daily rate, that amount will be deducted from the full daily rate.

5. DURATION – RENEWAL.

The initial term of this agreement shall commence December 1, 2005, and shall expire on December 1, 2007. Prior to the expiration of the initial term and exercise of the option to renew this agreement the parties shall review this agreement for any mutually agreed upon changes. Tribe shall have an option to renew this agreement for a two year term

/mv/lla.jail services – Sauk-Suiattle final 12-2005

commencing on December 1, 2007 and ending on December 1, 2009. Said renewals shall be subject only to mutual written agreement of the parties with the rate and payment set forth in Schedule A.

6. RECORD KEEPING (BOOKING).

Marysville agrees to maintain a system of record keeping relative to the booking and confinement of each Tribal prisoner in such style and manner as equivalent to Marysville's records pertaining to its own prisoners. Such records shall include, but not be limited to, the following information: defendant's name, charge, booking date, release date, and manner of release (i.e., personal recognizance, bond, cash bail). Along with monthly billing statements, Marysville shall submit to Tribe or its authorized representatives copies of said records.

7. BOOKING PROCEDURE.

Prisoners will be booked by Marysville according to procedures and policies of Marysville by completing for each such Tribal prisoner an appropriate booking sheet with a copy to be provided to Tribe, if requested. Personal property will be held by Marysville in the same manner as for its own prisoners.

8. RELEASE OF TRIBAL PRISONERS FROM MARYSVILLE JAIL.

No Tribal prisoner confined in the Marysville jail subject to this Agreement shall be released except:

- a. When requested by a member of Tribal Police Department;
- b. In compliance with an order of a court with jurisdiction over the Tribal prisoner and the subject matter.
- c. For appearance in court; (Transportation and security during transport and court appearance shall be the responsibility of the Tribe and not the City of Marysville.)
- d. For interviews by Tribal Police or attorneys;
- e. If the prisoner has served his or her sentence or the charge pending against the prisoner has been dismissed; or
- f. As determined by the Marysville Chief of Police or his designee as part of a plan to reduce prisoner population as a result of facility overcrowding; PROVIDED, however, Marysville and Tribal prisoners shall be released or relocated to a mutually agreed upon facility on a "first in first out" basis and Marysville shall notify Tribal Police of such an event as soon as possible.

g. Where in the discretion of the custody/patrol supervisor or jail administrator such release is warranted, Marysville shall notify Tribal Police of such event as soon as possible.

9. ALTERNATIVE/PARTIAL CONFINEMENT.

Upon the written request or consent of the Tribe, Tribal prisoners shall be considered for Marysville's alternative and partial confinement programs on an equal basis with Marysville prisoners and subject to the same rules and regulations, as well as potential sanctions, for program rule violations. Tribe shall have access to all alternative sentencing options which are available now and which may become available in the future. Prisoner participation in such programs may be limited to an operational capacity as identified by Marysville. Alternative and partial confinement programs shall include, but not be limited to, work release and work crew. It is understood by the parties that the term "alternative confinement program" shall include electronic home monitoring.

10. ACCESS TO TRIBAL PRISONERS.

All Tribal Police officers, investigators, interpreters, mental health professionals, the prosecuting attorney and the prisoner's counselor or assigned counsel shall have the right to interview the prisoner inside the confines of the Marysville Jail, subject only to necessary security rules. Interview rooms will be made available to Tribal Police and others in equal priority with those made available for Marysville prisoners.

11. OPERATION OF JAIL.

Marysville agrees to operate the jail to current professional standards and practices in accordance with all state and federal standards, whether set by constitution, statute or regulation. Tribal prisoners shall receive equal treatment to that supplied to Marysville's own prisoners.

12. CONSENT TO JURISDICTION AND TRIBE EXPRESS LIMITED WAIVER OF SOVEREIGN IMMUNITY.

Nothing in this Agreement shall be construed to cede or alter any primary police enforcement jurisdiction of any party to this Agreement, to modify the legal requirements for arrest or search and seizure, to otherwise modify legal rights of any person not a party to this agreement, to accomplish any act contrary to state or federal law, or to subject the parties to any liability to which they would not already be subject to by law;
WITH THE FOLLOWING EXCEPTION:

The Sauk-Suiattle Tribe of Washington does hereby expressly consent to jurisdiction of the courts of the State of Washington as having exclusive jurisdiction to hear, resolve and enter final judgment on any legal dispute by and between the parties to this agreement and/or their affected officers, officials, and employees, concerning the interpretation of this

agreement, enforcement of any of its provisions, and any complaints or counterclaims for monetary damages and/or equitable relief for any alleged or actual breach of any provision of this agreement and/or for the enforcement of any such final judgment entered by any court of the State of Washington regarding such matters.

For this limited purpose only, the Sauk-Suiattle Tribe of Washington does hereby expressly waive its right to sovereign immunity and its right to assert sovereign immunity status or defense in the courts of the State of Washington for any such legal claim or complaint for the interpretation and/or enforcement of this agreement, and/or for any complaints or counterclaims for monetary damages or equitable relief for any breach of this agreement, and/or for the enforcement of any such final judgment entered by any court of the State of Washington regarding such matters.

13. INDEMNIFICATION.

a. Except as otherwise provided in 13(c), Tribe agrees to defend, indemnify and hold harmless Marysville and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Tribe, its officers, agents and employees, or any of them in arresting, detaining, charging or transporting prisoners except to the extent said claim, action, loss or damage is the result of the negligence of the City of Marysville. In the event that any suit based upon such a claim, action, loss or damage is brought against Marysville, Tribe shall defend the same at its sole cost and expense; provided, that Marysville retains the right to participate in said suit if any principle of governmental or public law is involved; and if a final judgment is rendered against Marysville, its officers, agents, employees or any of them or jointly against Marysville and Tribe and their respective officers, agents and employees or any of them, Tribe shall satisfy and discharge the same.

b. Except as otherwise provided in 13(c), Marysville shall defend, indemnify and hold harmless Tribe and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Marysville, its officers, agents and employees, or any of them in confining or releasing persons who have been presented to and accepted by the Marysville Jail by Tribe, its officers, agents and employees while said persons are in the Jail or in the custody of Marysville outside the Jail, except to the extent said claim, action, loss or damage is the result of the negligence of Tribe. In the event that any suit based upon such a claim, action, loss or damage is brought against Tribe, Marysville shall defend the same at its sole cost and expense, provided that Tribe retains the right to participate in said suit if any principle of governmental or public law is involved, and if a final judgment is rendered against Tribe, its officers, agents and

employees or any of them, or jointly against Tribe and Marysville and their respective officers, agents and employees or any of them, Marysville shall satisfy and discharge the same.

c. In the event of the concurrent negligence of the parties, each party shall be responsible for payment of any claim or judgment in proportion to the percentage fault attributed to that party.

d. The indemnities provided for in this paragraph 13 shall apply to all legal costs and attorneys' fees incurred by the party indemnified. In any action to enforce the indemnities provided for in this paragraph, the prevailing party shall be entitled to recovery of costs and attorneys' fees for the enforcement of these indemnities.

14. INSURANCE /IMMUNITIES.

The TRIBE agree to procure and maintain occurrence based insurance policy (ies) with commercial insurers admitted to write in the State of Washington in an amount no less than Five Million Dollars (\$5 million) per occurrence, Ten Million (\$10 million) Annual Aggregate for all potential liability set forth in section 8 and including but not limited to insuring against claims for false imprisonment, false arrest, public liability, property damage, police professional liability, and violation of civil rights, and shall maintain the policy in full force and effect during the life of the AGREEMENT. If this AGREEMENT is terminated for any reason, the TRIBE agrees to carry the insurance for all actions taken under this AGREEMENT until such time as the protection from suit is granted by the statute of limitations. In the event the coverage is on a claims-made basis, the TRIBE agrees to insure that the coverage extends to the statute of limitations in each policy year.

The Insurance Company or the TRIBE shall provide written notice to the CITY OF MARYSVILLE within thirty (30) days after any reduction in the general aggregate of occurrence limit. The TRIBE shall provide the CITY OF MARYSVILLE with a certificate of insurance prior to the contract effective date and shall provide the CITY OF MARYSVILLE a copy of the above insured policy upon its receipt, including any endorsements to said policy after the date of its issuance.

As previously set forth in greater detail in paragraph 12 of this Agreement, the TRIBE waives its right to assert sovereign immunity as a defense to any law suit or complaint for indemnification by the CITY OF MARYSVILLE pursuant to the AGREEMENT and consents to the jurisdiction of the courts of the State of Washington to hear and resolve any such lawsuit or complaint. The parties agree that in discharging this indemnification obligation, the CITY OF MARYSVILLE shall look first to the proceeds of insurance procured by the TRIBE herein and the policy of insurance obtained by the TRIBE shall prohibit the insurer from asserting a defense of sovereign immunity to the claim made under the policy. The TRIBE agrees to assign over to the CITY OF MARYSVILLE, at its

request, any and all of its rights against the insurer to effectuate a payment of its indemnification provision. Should any claim for indemnification exceed the limit of the insurance policy arising from the entry of a final judgment or decree in any court, or by settlement of a civil action mutually agreed to by the CITY OF MARYSVILLE and the TRIBE, the TRIBE hereby waives any claim of sovereign immunity or exemption for unrestricted assets it holds up to the amount necessary to discharge fully the indemnity obligation and the costs of collection.

All immunities enjoyed by the TRIBE under state, federal or tribal law shall inure to the benefit of the CITY OF MARYSVILLE when acting under the terms of this AGREEMENT.

Nothing in this AGREEMENT shall preclude the TRIBE, the CITY OF MARYSVILLE, or their employees, agents or representatives from seeking the benefits and protections of the Federal Tort Claims Act. It is expressly agreed and understood that the indemnification provided for in this AGREEMENT is for the benefit of the TRIBE and the CITY OF MARYSVILLE only and there is no intention by the parties to confer any rights hereunder to any third party, intentionally, unintentionally or by implication.

15. GOVERNING LAW, VENUE AND DISPUTE RESOLUTION.

This AGREEMENT shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance, or breach of this AGREEMENT, including without limitation any claim based upon contract, tort or statute, shall be brought in the Superior Court of Washington for Snohomish County. The parties may, on a case by case basis, agree to mediation, arbitration or binding arbitration. Judgments entered either by agreed binding arbitration or by Snohomish County Superior Court may be entered in the Snohomish County Superior Court and enforced in the same manner as any other judgment. Any appeal of final judgments will be to the appellate courts of the State of Washington in the manner provided for in their rules.

16. TERMINATION OF AGREEMENT.

Tribe shall provide written notice of its intent to terminate this agreement without cause not less than one hundred eighty (180) days prior to expiration of this agreement. Marysville shall provide written notice of its intent to terminate this agreement not less than one hundred eighty (180) days prior to expiration of this agreement (or any renewal thereof). In the event of termination of this agreement (or any extension thereof), the parties will work cooperatively to ensure the orderly transition of Tribal Prisoners from Marysville jail to another jail facility.

Termination of this AGREEMENT by any party does not affect or diminish authority exercised prior to the effective date of such termination. Termination shall not relieve any party of its agreement to insure without interruption or to indemnify the other party as

required herein for liability or expense arising out of actions prior to the time the termination, withdrawal or revocation becomes effective.

17. WAIVER.

No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any provision contained herein.

18. ASSIGNMENT.

Neither this Agreement nor any interest herein or claim hereunder shall be assigned or transferred, in whole or in part, by either Marysville or Tribe to any other person or entity without the prior written consent of the other party. In the event that such prior written consent to an assignment is granted, the assignee shall assume all duties, obligations and liabilities of its assignor stated in this Agreement.

19. INDEPENDENT CONTRACTOR.

Each party to this agreement is an independent contractor with respect to the subject matter herein. Nothing in this agreement shall make any employee of Marysville an employee of Tribe, and vice versa, for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges according to either party's employee by virtue of their employment. At all times pertinent hereto, employees of Marysville are acting as Marysville employees and employees of Tribe are acting as Tribal employees.

20. PARTIAL INVALIDITY.

Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

21. NO THIRD-PARTY RIGHTS.

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

22. SEVERABILITY.

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

23. INTEGRATION – ENTIRE AGREEMENT.

This written Agreement constitutes the complete and final agreement between Marysville and Tribe. There are no other oral or written agreements between the parties as to the subjects covered by this Agreement.

24. NOTICES AND ADMINISTRATOR.

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

TO SAUK-SUIATTLE INDIAN TRIBE:
Tribal Council Chairperson, Gloria Green
5318 Chief Brown Lane
Darrington, WA 98241

TO CITY OF MARYSVILLE:
Chief of Police
1635 Grove Street
Marysville, WA 98270

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

The Chief of Police for Tribe shall serve as TRIBE administrator or responsible official for this Agreement. PHONE NUMBER CONTACT (360) 436-1438.

25. AMENDMENTS

Either party may request changes in the agreement. No changes or modifications to this AGREEMENT shall be valid or binding upon the parties unless such changes or modifications are mutually agreed to in writing and executed by the parties in the same manner and formality as this original agreement.

26. APPROVAL AND FILING.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 29th day of November 2005.

CITY OF MARYSVILLE

SAUK-SUIATTLE TRIBE OF WASHINGTON

Dennis L. Kendall
Dennis Kendall, Mayor

Gloria Y. Green
Gloria Y. Green, Chairperson
Sauk-Suiattle Tribal Council

Dated: 11/29/05

Dated: 11/4/05

Attest:

Attest:

Gerry Becker
GERRY BECKER, City Clerk

Cynthia M. Harris
Cynthia Harris, Tribal Council Secretary

Approved as to form

Approved as to form:

Grant K. Weed
Grant K. Weed, City Attorney

Rebecca H. Leonard
Rebecca H. Leonard, Reservation Attorney

SCHEDULE A

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Tribe for such prisoner or defendant shall be adjusted by a credit in favor of the Tribe of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$55.00

*The Tribe agrees to pay a daily maintenance fee at a rate of \$55.00 per day per bed.

AFTER RECORDING RETURN TO:

City of Marysville
 City Administrator
 1049 State Street
 Marysville, WA 98270

**First Amendment
 Amendment of Schedule "A" of Interlocal Agreements for
 Jail Services**

**Changes per Bed per Day fee from \$55 to \$57
 Effective January 1, 2007**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Sauk-Suiattle Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Tribal Council of the Sauk-Suiattle Tribe of Washington as provided in Article III of the Constitution and Bylaws of the Tribe, and recognizes as a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on December 13, 2005, recording 200512131126 with the Snohomish County Auditor; and,

WHEREAS, the Sauk-Suiattle Tribal Council on November 4, 2005, authorized entry into this FIRST AMENDMENT AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES ; and,

WHEREAS, while Marysville and the Sauk-Suiattle Tribe have agreed to Amend Schedule A with a jail bed fee change, necessitating the amendment of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

Section 1. 1. The Schedule "A", booking fee is changed from \$55.00 to \$57.00 which shall be effective January 1, 2007 and shall be as attached hereto and incorporated by this reference.

Section 2. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

Section 3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services shall remain in place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 20 day of October, 2006.

CITY OF MARYSVILLE

Dennis L Kendall

Dennis Kendall, Mayor

Dated: 11-13-06

SAUK-SUIATTLE TRIBE OF WASHINGTON

Gloria Y Green

Gloria Y. Green, Chairperson
Sauk-Suiattle Tribal Council

Dated: 10/20/06

Attest:

Lillie Lein
GERRY BECKER, City Clerk
Lillie Lein, Deputy Clerk

Attest:

Cynthia Harris
Cynthia Harris, Tribal Council Secretary

Approved as to form

Grant K. Weed
Grant K. Weed, City Attorney

Approved as to form:

Rebecca H. Leonard
Rebecca H. Leonard, Tribal Attorney

SCHEDULE A

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Tribe for such prisoner or defendant shall be adjusted by a credit in favor of the Tribe of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$57.00

*The Tribe agrees to pay a daily maintenance fee at a rate of \$57.00 per day per bed.

AFTER RECORDING RETURN TO:

City of Marysville
 City Administrator
 1049 State Street
 Marysville, WA 98270

**Second Amendment
 of Interlocal Agreements for
 Jail Services
 Two Year Renewal
 Effective December 1, 2007 through December 31, 2007**

2009

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Sauk-Suiattle Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Tribal Council of the Sauk-Suiattle Tribe of Washington as provided in Article III of the Constitution and Bylaws of the Tribe, and recognizes as a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 12/13/2005 recording 200512131126 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the FIRST AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 11/28/2006 recording # 200611281008 with the Snohomish County Auditor; and,

wpf/mv/ILA/Courts/Jail/ila.jail services – Sauk-Suiattle Second Amend renewal f

WHEREAS, the Sauk-Suiattle Tribal Council on 12/17/07, authorized entry into this SECOND AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES TWO YEAR RENEWAL; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe have agreed to Renew the Interlocal Agreement for a two year period.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

Section 1. The parties agree to amend Section 5 DURATION -RENEWAL

Section 5 currently reads as follows:

5. DURATION – RENEWAL.

The initial term of this agreement shall commence December 1, 2005 and shall expire on December 1, 2007. Prior to the expiration of the initial term and exercise of the option to renew this agreement the parties shall review this agreement for any mutually agreed upon changes. Tribe shall have an option to renew this agreement for a two year term commencing on December 1, 2007 and ending on December 1, 2009. Said renewals shall be subject only to mutual written agreement of the parties with the rate and payment set forth in Schedule A.

Section 5 is amended to read as follows:

5. DURATION – RENEWAL.

A. The initial term of this agreement shall commence December 1, 2005 and shall expire on December 1, 2007. Prior to the expiration of the initial term and exercise of the option to renew this agreement the parties shall review this agreement for any mutually agreed upon changes. Tribe shall have an option to renew this agreement for a two year term commencing on December 1, 2007 and ending on December 1, 2009. Said renewals shall be subject only to mutual written agreement of the parties with the rate and payment set forth in Schedule A.

B. The parties agree that the Agreement shall be renewed for a two year period of time commencing on December 1, 2007 and ending on December 31, 2009. Pursuant to this section, the parties may agree to additional one or two year renewal terms by written agreement with the

rate and payment set forth in Schedule A or as Schedule A maybe amended.

Section 2. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

Section 3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and prior amendments shall remain in place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27 day of November 2008

CITY OF MARYSVILLE

SAUK-SUIATTLE TRIBE OF WASHINGTON

Dennis L Kendall
Dennis Kendall, Mayor

Janice W. Mahoe
~~Glenn Y. Green~~, Chairperson
Sauk-Suiattle Tribal Council

Dated: 11/27/07

Dated: 12/12/07

Attest:
Tracy Jeffries
TRACY JEFFRIES, City Clerk

Attest:
Cynthia M Harris
Cynthia Harris, Tribal Council Secretary

Approved as to form
Grant K. Weed
Grant K. Weed, City Attorney

Approved as to form:
Rebecca H. Leonard
Rebecca H. Leonard, Reservation Attorney

SCHEDULE A

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Tribe for such prisoner or defendant shall be adjusted by a credit in favor of the Tribe of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$57.00

*The Tribe agrees to pay a daily maintenance fee at a rate of \$57.00 per day per bed.

Index #8

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

AGENDA ITEM: Tulalip Tribal Jail Services Agreement Amendment to Schedule A	AGENDA SECTION:	
PREPARED BY: Wendy Wade, Support Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Tulalip Tribal Stevens Contract Renewal	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This agreement is a change to Schedule A. The remainder of the agreement is unchanged. Effective January 1, 2014 changes to Schedule A are:

Booking Fee	from \$41.82 to \$42.32
Daily fee per inmate	from \$63.81 to 65.58
Transportation fee (each transport)	from \$41.82 to \$42.32

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form.

RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the Tulalip Tribal agreement for jail services.

COUNCIL ACTION:

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Street
Marysville, WA 98270

**FIFTH AMENDMENT OF INTERLOCAL AGREEMENT
FOR JAIL SERVICES – TULALIP**

Amendment of Schedule “A”:

Schedule “A” Effective January 1, 2014: Booking Fee \$42.32, Daily Maintenance Fee \$65.58, (Bed space as needed based on space available) and Transportation Fee \$42.32 per trip.

THIS AMENDMENT TO THE INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter CITY/Marysville), a political subdivision of the State of Washington, and the Tulalip Tribes of Washington (hereinafter the TRIBES/Tribes), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Board of Directors of the Tulalip Tribes of Washington as provided in Article VI of the Constitution and Bylaws of the Tribes, and recognized as a “public agency” as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Tribes entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on December 8, 2004 recording #200412080520 with the Snohomish County Auditor; and,

WHEREAS, Marysville and the Tribes entered into the FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on December 13, 2005 recording #200512130904 with the Snohomish County Auditor; and,

WHEREAS, Marysville and the Tribes entered into the SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICE relating to “SCHEDULE A” signed by the City of Marysville on November 13, 2006; it is not clear if said Amendment was formally signed by the Tribes, however, the parties operated pursuant to the terms and conditions of the SECOND AMENDMENT - SCHEDULE A from January 1, 2007 through December 31, 2009 and do not dispute any jail services, rates, payments made or received for the period effective January 1, 2007 through December 31, 2009 ; and,

WHEREAS, Marysville and the Tribes ratified the THIRD AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES, and entered into the FOURTH AMENDMENTS TO INTERLOCAL AGREEMENT dated November 14, 2011; and

WHEREAS, Marysville and the Tribes agree to Amend Schedule "A" as adopted and attached to this Agreement as follows:

Schedule "A" Effective January 1, 2014 is amended as follows: Booking Fee from \$40 to \$42.32, Daily Maintenance Fee from \$62.00 to \$65.58, (Bed space as needed based on space available) and Transportation Fee from \$40.00 to \$42.32 per trip.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and the Tribes mutually agree as follows:

Section 1. **Schedule "A"**, is amended as adopted and attached to this agreement as follows:

Schedule "A", is amended as follows: Booking Fee from \$40 to \$42.32, Daily Maintenance Fee from \$62.00 to \$65.58, (Bed space as needed based on space available) and Transportation Fee from \$40.00 \$42.32 per trip;- Effective January 1, 2014 as adopted and attached to this agreement as **Schedule A.**

Section 2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement.

Section 3. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be recorded with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____ 2013

CITY OF MARYSVILLE

TULALIP TRIBES OF WASHINGTON

John Nehring, Mayor

Mel Sheldon, Chairman, Board of Directors

Dated: _____

Dated: _____

Attest: _____
April O'Brien, City Clerk

Approved as to form

Grant K. Weed, City Attorney

, Reservation Attorney

SCHEDULE A
Effective January 1, 2014

Booking fee \$42.32**

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Tribes for such prisoner or defendant shall be adjusted by a credit in favor of the Tribes of that sum actually paid by the prisoner or defendant.

Inmate Transfer Administrative Fee \$20.00

In cases where Tribal prisoners are relocated to another jail facility the Tribes agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Marysville Transportation Fee \$42.32 per trip

Daily maintenance fee \$65.58 **

Bed space as needed based on space available

****Yearly COLA Increase on Booking Fees and Daily Maintenance Fees**

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 - increase to Booking and Daily Maintenance Fees.)

2005

AFTER RECORDING RETURN TO:
City of Marysville
1049 State Street
Marysville, WA 98270

**FOURTH AMENDMENT OF INTERLOCAL AGREEMENT
FOR JAIL SERVICES – TULALIP**

**Amending Paragraph 3 Section b (3 b)
Relating to 90 days Detention Facility Limits
Effective September 1, 2011**

And

**Paragraph 5 Duration /Renewal
September 1, 2011 to December 31, 2015
Effective September 1, 2011**

And

Amendment of Schedule "A":

Schedule "A" Effective September 1, 2011: Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees; and

Schedule "A" Effective January 1, 2007 – December 31, 2009: Daily Maintenance fee is changed from \$50.00 to \$52.00

THIS FOURTH AMENDMENT TO THE INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter CITY/Marysville), a political subdivision of the State of Washington, and the Tulalip Tribes of Washington (hereinafter the TRIBES/Tribes), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Board of Directors of the Tulalip Tribes of Washington as provided in Article VI of the Constitution and Bylaws of the Tribes, and recognized as a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities and Tribal Governments to enter into contracts for jail services that specify the responsibilities of each party; and,

ORIGINAL

WHEREAS, Marysville and the Tribes entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on December 8, 2004 recording #200412080520 with the Snohomish County Auditor; and,

WHEREAS, Marysville and the Tribes entered into the FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on December 13, 2005 recording #200512130904 with the Snohomish County Auditor; and,

WHEREAS, Marysville and the Tribes entered into the SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICE amending "SCHEDULE A" which was signed by the City of Marysville on November 13, 2006. It is not clear if said Amendment was signed by the Tribes. However, the parties operated pursuant to the terms and conditions of the SECOND AMENDMENT - SCHEDULE A from January 1, 2007 through December 31, 2009 and do not dispute any jail services, rates, payments made or received for the period effective January 1, 2007 through December 31, 2009 ; and,

WHEREAS, Marysville and the Tribes desired to enter into a THIRD AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES. While this Amendment was prepared and circulated for execution, it has not been formally approved by the Marysville City Council or by the Tribes. However, the parties have operated pursuant to the terms and conditions of the THIRD AMENDMENT since January 1, 2010 to date; and,

WHEREAS, Marysville and the Tribes wish to authorize, confirm and ratify that the renewal period, past jail services, rates and payments between January 1, 2007 and to the effective date of this FOURTH AMENDMENT date are true, correct; and undisputed,

WHEREAS, the City of Marysville adopted Ordinance 2859, effective May 23, 2011, amending Marysville Municipal Code Chapter 2.45 relating to Jail/Detention Facilities; a "Detention Facility" being a 90 jail day facility by definition pursuant to RCW 70.48.040 (4).

RCW 70.48.040 (4) "Detention facility" means a facility operated by a governing unit primarily designed, staffed, and used for the temporary housing of adult persons charged with a criminal offense prior to trial or sentencing and for the housing of adult persons for purposes of punishment and correction after sentencing or persons serving terms not to exceed ninety days.

WHEREAS, Marysville and the Tribes wish to amend Paragraph 3 Section b (3 b) of the Interlocal Agreement for Jail Services to utilize the 90 day facility limit instead of the 30 day limit effective September 1, 2011; and,

WHEREAS, Marysville and the Tribes wish to adopt provisions regarding Paragraph 5 DURATION – RENEWAL renewing the AGREEMENT effective September 1, 2011 through December 31, 2015; and,

WHEREAS, Marysville and the Tribes agree to Amend Schedule “A” as adopted and attached to this FOURTH AMENDMENT and as set forth in Section 4 below;

WHEREAS, the Tulalip Tribes by the Tulalip Board of Directors on Sept. 30, 2011 authorized entry into this FOURTH AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and the Tribes mutually agree as follows:

Section 1. Ratification of Prior Written But Unsigned Amendments. The parties hereby authorize, confirm and ratify that the past Agreement renewals, jail services, rates and payments between January 1, 2007 and December 31, 2009 were true and correct and accurately reflect the agreement of the parties.

Section 2. Paragraph 3 ACCEPTANCE OF PRISONERS, Section b (3 b) of the Agreement shall be amended to read as follows Effective September 1, 2011:

b. Prisoners may not be incarcerated in the Marysville Jail longer than ~~thirty~~ (30) ninety (90) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her ~~30-90~~ day sentence in the Marysville Jail and still have additional days of jail time, Tribes will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Tribes of Marysville's actual costs. Should transportation be required for Tribes inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Tribes.

Section 3. Paragraph 5 DURATION – RENEWAL of the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on December 8, 2004 is amended to read as follows Effective September 1 1, 2011:

5. DURATION – RENEWAL.

A. The initial term of this agreement shall commence October 1, 2004 and shall expire on December 31, 2006. Prior to the expiration of the initial term and exercise of the option to renew this agreement the parties shall review this agreement for any mutually agreed upon changes. Tribes and the City confirm and agree to the ~~shall have an option to renewal of~~ this agreement for a two (2) year term commencing on January 1, 2007 and ending on December 31, 2009. Said renewals shall be subject only to

mutual written agreement of the parties with the rate and payment set forth in Schedule A.

B. The parties agree that the Agreement shall be renewed for a Six (5) year period of time commencing on September 1, 2011, and ending on December 31, 2015. Pursuant to this section, the parties may agree to additional one or two year renewal terms by written agreement with the rate and payment set forth in Schedule A or as Schedule A maybe amended.

Section 4. Schedule "A", is amended as adopted and attached to this agreement as follows:

Schedule "A" Effective September 1, 2011: Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees; and

Schedule "A" Effective January 1, 2007 – December 31, 2009: Daily Maintenance fee is changed from \$50.00 to \$52.00; and,

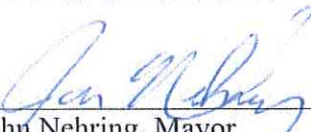
Section 5. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement.

Section 6. APPROVALS AND FILING. Each party shall approve this Agreement by motion, resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be recorded with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040

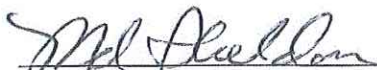
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 14th day of November 2011

CITY OF MARYSVILLE


TULALIP TRIBES OF WASHINGTON




John Nehring, Mayor
Dated: 11-14-11



Mel Sheldon, Chairman, Board of Directors
Dated: _____

Attest: 
April O'Brien, City Clerk

Approved as to form


Grant K. Weed, City Attorney


James E. Eus, Reservation Attorney

SCHEDULE A
Effective September 1, 2011

Booking fee \$40.00**

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Tribes for such prisoner or defendant shall be adjusted by a credit in favor of the Tribes of that sum actually paid by the prisoner or defendant.

Inmate Transfer Administrative Fee \$20.00

In cases where Tribal prisoners are relocated to another jail facility the Tribes agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Marysville Transportation Fee (new in 2010) \$40.00 per trip

Daily maintenance fee \$62.00 **

Bed space as needed based on space available

****Yearly COLA Increase on Booking Fees and Daily Maintenance Fees**

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the September 1, 2011 - increase to Booking and Daily Maintenance Fees.)

SCHEDULE A
Effective January 1, 2007 – December 31, 2009

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Tribes for such prisoner or defendant shall be adjusted by a credit in favor of the Tribes of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Tribal prisoners are relocated to another jail facility the Tribes agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$52.00

*The Tribes agrees to contract for five (5) beds per day, 365 or 366 days per year at a rate of \$52.00 per day per bed.

THE TULALIP TRIBES
Resolution No. 2011-413

Marysville Jail Contract Interlocal Agreement

WHEREAS the Board of Directors is the governing body of the Tulalip Tribes under the Constitution and Bylaws Art. IV, Sec. 1.B. of the Tribes and approved by the United States Commissioner of Indian Affairs and the Secretary of the Interior on January 24, 1936, pursuant to the Act of June 18, 1934 (48 Stat. 984, 25 U.S.C. §476); and

WHEREAS, pursuant to Art. VI. Section 1.L. the Board of Directors is authorized to promote the peace safety and morals of the Tulalip Reservation; and

WHEREAS, the Board has found that it is necessary to amend and update the Interlocal Agreement and jail contract with the City of Marysville.

NOW THEREFORE BE IT **RESOLVED**, by the Board of Directors of the Tulalip Tribes that Fourth Amendment to the Interlocal Agreement with the City of Marysville as attached, is approved and ratifying all prior amendments to the said Interlocal Agreement for Jail Services are ratified; and the Chairman may sign the agreement for the Tribes.

ADOPTED by the Board of Directors of the Tulalip Tribes of Washington at a regular meeting assembled on the 30 of September, 2011, with a quorum present, by a vote of 60 for and 0 against.

THE TULALIP TRIBES OF WASHINGTON

Melvin R. Sheldon Jr
Melvin R. Sheldon, Jr., Chairman

ATTEST:

Marie Zackuse
Marie Zackuse, Secretary

AFTER RECORDING RETURN TO:

City of Marysville
 Chief Executive Officer
 1049 State Street
 Marysville, WA 98270

**Second Amendment
 Amendment of Schedule "A" of Interlocal Agreements for
 Jail Services
 Changes per Bed per Day fee from \$50 to \$52
 Effective January 1, 2007**

THIS AMENDMENT TO THE INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter CITY), a political subdivision of the State of Washington, and the Tulalip Tribes of Washington (hereinafter the TRIBES), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Board of Directors of the Tulalip Tribes of Washington as provided in Article VI of the Constitution and Bylaws of the Tribes, and recognizes as a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on December 8, 2004 recording #200412080520 with the Snohomish County Auditor; and,

WHEREAS, the Tulalip Tribe by the Tulalip Board of Directors on _____, authorized entry into this **SECOND AMENDMENT AMENDMENT**

OF SCHEDULE "A" OF INTERLOCAL AGREEMENTS FOR JAIL SERVICES;

and,

WHEREAS, while Marysville and the Tulalip Tribe have agreed to Amend Schedule A with a reserved jail bed fee change, necessitating the amendment of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

Section 1. 1. The Schedule "A", booking fee is changed from \$50.00 to \$52.00 which shall be effective January 1, 2007 and shall be as attached hereto and incorporated by this reference.

Section 2. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

Section 3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 13th day of November 2006.

CITY OF MARYSVILLE

Dennis L Kendall

Dennis Kendall, Mayor

TULALIP TRIBE OF WASHINGTON

Stan Jones Sr, Chairman, Board of DirectorsDated: 11-13-06

Dated: _____

Attest: Lillie Lein~~GERRY BECKER, City Clerk~~Lillie Lein, Deputy Clerk

Approved as to form

/mv/lla.jail services - Tulalip second amend bed fees.schedule A 2007

Grant K. Weed
Grant K. Weed, City Attorney

Michael Taylor, Reservation Attorney

SCHEDULE A
Effective January 1, 2007

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$52.00

*The Tribe agrees to contract for five (5) beds per day, 365 or 366 days per year at a rate of \$52.00 per day per bed.

Index #9

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

AGENDA ITEM: Stillaguamish Tribal Jail Services Agreement Renewal	AGENDA SECTION:	
PREPARED BY: Wendy Wade, Support Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Arlington Contract Renewal	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This agreement is a renewal of the existing agreement. The agreement is for Jail Services. The term of the agreement is from January 1, 2014 to December 31, 2015. The changes to the contract are;

Booking Fee	from \$41.82 to \$42.32
Daily fee per inmate	from \$63.81 to \$65.58
Transportation fee (each transport)	from \$41.82 to \$42.32

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form.

RECOMMENDED ACTION:

Staff recommends that council authorize the Mayor to sign the Stillaguamish Tribal agreement for jail services.

COUNCIL ACTION:

AFTER RECORDING RETURN TO:

City of Marysville
 City Administrator
 1049 State Street
 Marysville, WA 98270

**Fifth Amendment of Interlocal Agreements for Jail Services
 Stillaguamish**

Section 5 Duration /Renewal

January 1, 2014 to December 31, 2015

and

Amendment of Schedule "A":

Booking Fee \$42.32

Daily Maintenance Fee \$65.58,

(Bed space as needed based on space available,)

Transportation Fee \$42.32 per trip;

Effective January 1, 2014

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES (hereinafter "Agreement") is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Stillaguamish Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to the Federal Register volume 68 No 234 December 5, 2003 notices p.68183. Governed by the Board of Directors of the Stillaguamish Tribe of Washington as provided in Article IV of the Constitution and Bylaws of the Tribe, and a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Stillaguamish Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 01/12/2006 recording 200601120846 with the Snohomish County Auditor; and,

Page 1 of 4

WHEREAS, Marysville and Stillaguamish Tribe entered in to the **FIRST AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES** recorded on 3/14/2007 recording # 200703140111 with the Snohomish County Auditor; and,

WHEREAS, the Stillaguamish Tribal Council on December 6, 2007 authorized entry into the **SECOND AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES TWO YEAR RENEWAL**; and,

WHEREAS, the Stillaguamish Tribal Council on October 12, 2009 authorized entry into the **THIRD AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES TWO YEAR RENEWAL AND SCHEDULE A AMENDMENT** ; and

WHEREAS, the Stillaguamish Tribal Council on February 28, 2012 authorized entry into the **FOURTH AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES TWO YEAR RENEWAL AND 90 DAY FACILITY** ; and

WHEREAS, Marysville and the Stillaguamish Tribe have agreed to renew the Interlocal Agreement for a two-year period; and,

WHEREAS, Marysville and the Tribes have agreed to renew pursuant to Section 5. **DURATION - RENEWAL**; and Amend **Schedule "A"** Booking Fee from \$40 to \$42.32, Daily Maintenance Fee from \$62.00 to \$65.58, (Bed space as needed based on space available) and Transportation Fee from \$40.00 \$42.32 per trip; - Effective January 1, 2014 necessitating the amendment of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

1. Pursuant to Paragraph 5 **DURATION** of The Interlocal Agreement for Jail Services entered into between the parties on 1/12/06 and amended December 6, 2007 shall be renewed for a two-year term commencing January 1, 2014 and ending December 31, 2015.
2. **Schedule "A"**, is amended as follows: Effective January 1, 2014 as adopted and attached to this agreement as **Schedule A** is amended as follows: Booking Fee from \$40 to \$42.32, Daily Maintenance Fee from \$62.00 to \$65.58, (Bed space as needed based on space available) and Transportation Fee from \$40.00 \$42.32 per trip; - Effective January 1, 2014.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement.

4. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2013

CITY OF MARYSVILLE

STILLAGUAMISH TRIBE OF WASHINGTON

Dennis Kendall, Mayor

Shawn Yanity, Chairperson
Stillaguamish Tribal Council

Dated: _____

Dated: _____

Attest:

Attest:

TRACY JEFFERIES, City Clerk

, Tribal Council Secretary

Approved as to form

Approved as to form:

Grant K. Weed, City Attorney

, Tribal Contract Attorney

SCHEDULE A
Effective January 1, 2014

Booking fee \$42.32 **
Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Stillaguamish Tribes for such prisoner or defendant shall be adjusted by a credit in favor of the Stillaguamish Tribes of that sum actually paid by the prisoner or defendant.

Inmate Transfer Administrative Fee \$20.00
In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Marysville Transportation Fee \$42.32 per trip

Daily maintenance fee \$65.58 **
Bed space as needed based on space available

****Yearly COLA Increase on Booking Fees and Daily Maintenance Fees**

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

AFTER RECORDING RETURN TO:
City of Marysville
1049 State Street
Marysville, WA 98270

**Fourth Amendment of Interlocal Agreements for Jail Services
Stillaguamish
Amending Paragraph 3 Section b (3 b)
Relating to 90 days Detention Facility Limits
Effective May 24, 2011
and
Section 5 Duration /Renewal
January 1, 2012 to December 31, 2013**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES (hereinafter "Agreement") is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Stillaguamish Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to the Federal Register volume 68 No 234 December 5, 2003 notices p.68183. Governed by the Board of Directors of the Stillaguamish Tribe of Washington as provided in Article IV of the Constitution and Bylaws of the Tribe, and a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Stillaguamish Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 01/12/2006 recording # 200601120846 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Stillaguamish Tribe entered in to the FIRST AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 3/14/2007 recording # 200703140111 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Stillaguamish Tribe entered in to the SECOND AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES dated November 29, 2007; and

Page 1 of 3

M-02-033/lla jail services Stillaguamish Fourth Amend 90 Days & Renewal 2011

ORIGINAL

WHEREAS, Marysville and Stillaguamish Tribe entered in to the **THIRD AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES** on October 12, 2009; and,

WHEREAS, the City of Marysville adopted Ordinance 2859, effective May 23, 2011, amending Marysville Municipal Code Chapter 2.45 relating to Jail/Detention Facilities; a "Detention Facility" being a 90 jail day facility by definition pursuant to RCW 70.48.020 (4).

RCW 70.48.040 (4) "Detention facility" means a facility operated by a governing unit primarily designed, staffed, and used for the temporary housing of adult persons charged with a criminal offense prior to trial or sentencing and for the housing of adult persons for purposes of punishment and correction after sentencing or persons serving terms not to exceed ninety days.

WHEREAS, the parties wish to amend Paragraph 3 Section b (3 b) of the Interlocal Agreement for Jail Services to utilize the 90 day facility limit instead of the 30 day limit; and,

WHEREAS, Marysville and the Stillaguamish Tribe have agreed to Renew the Interlocal Agreement for a two- year period from January 1, 2011 to December 31, 2013; and,

WHEREAS, the Stillaguamish Tribe by the Stillaguamish Tribal Council on FEBRUARY 28, 2012, authorized entry into this **FOURTH AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES**.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

1. **Paragraph 3 ACCEPTANCE OF PRISONERS, Section b (3 b)** of the Agreement shall be amended to read as follows

b. Prisoners may not be incarcerated in the Marysville Jail longer than ~~thirty (30)~~ ninety (90) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her ~~30-90~~ day sentence in the Marysville Jail and still have additional days of jail time, Tribe will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Tribe of Marysville's actual costs. Should transportation be required for Tribe inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Tribe.

2. Pursuant to Paragraph 5 DURATION – RENEWAL, Section B of the Interlocal Agreement for Jail Services entered into between the parties on December 16, 2005 and Amendment dated November 29, 2007 shall be renewed for a two-year term commencing January 1, 2011 and ending December 31, 2013.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement. This Fourth Amendment to Interlocal Agreement for Jail Services shall be effective May 24, 2011.

4. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

CITY OF MARYSVILLE

STILLAGUAMISH TRIBE OF WASHINGTON

[Signature]
John Nehring, Mayor

[Signature]
Sandy Klineburger, Chairperson
Stillaguamish Tribal Council

[Signature]
Shawn Yandey, Chairperson

Dated: 9-12-11

Dated: 2-28-12

Attest:

Attest:

[Signature]
April O'Brien, Deputy City Clerk

[Signature]
Jody Scholt, Tribal Council Secretary

Approved as to form

Approved as to form:

[Signature]
Grant K. Weed, City Attorney

[Signature]
Lisa L. Atkinson, Tribal Contract Attorney

[Signature]
Brian H. Collins, Tribal Attorney

AFTER RECORDING RETURN TO:

City of Marysville
 City Administrator
 1049 State Street
 Marysville, WA 98270

**Third Amendment of Interlocal Agreements for Jail Services
 Stillaguamish**

Section 5 Duration /Renewal

January 1, 2010 to December 31, 2011

and

Amendment of Schedule "A":

Booking Fee from \$32 to \$40

Inmate Transfer administrative fee from \$10.00 to \$20.00

Daily Maintenance Fee from \$52.00 to \$62.00;

(Bed space as needed based on space available,)

Transportation Fee (new in 2010) \$40.00 per trip;

and with a COLA up to 2.25% increase per year

on Booking fees and Daily Maintenance Fees –

Effective January 1, 2010

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES (hereinafter "Agreement") is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Stillaguamish Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to the Federal Register volume 68 No 234 December 5, 2003 notices p.68183. Governed by the Board of Directors of the Stillaguamish Tribe of Washington as provided in Article IV of the Constitution and Bylaws of the Tribe, and a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Stillaguamish Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 01/12/2006 recording 200601120846 with the Snohomish County Auditor; and,

Page 1 of 4

g/mv/M-02-033/lla jail/lla jail services – Stillaguamish Third Amend & renewal 2010 F revised 100509

ORIGINAL

WHEREAS, Marysville and Stillaguamish Tribe entered in to the **FIRST AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES** recorded on 3/14/2007 recording # 200703140111 with the Snohomish County Auditor; and,

WHEREAS, the Stillaguamish Tribal Council on December 6, 2007 authorized entry into the **SECOND AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES TWO YEAR RENEWAL**; and,

WHEREAS, Marysville and the Stillaguamish Tribe have agreed to renew the Interlocal Agreement for a two-year period; and,

WHEREAS, the Stillaguamish Tribe by the Stillaguamish Tribal Council on _____, authorized entry into this **THIRD AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES**; and,

WHEREAS, Marysville and the Tribes have agreed to renew pursuant to Section 5. **DURATION - RENEWAL**; and Amend **Schedule "A"** Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 necessitating the amendment of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

1. Pursuant to Paragraph 5 **DURATION** of The Interlocal Agreement for Jail Services entered into between the parties on 1/12/06 and amended December 6, 2007 shall be renewed for a two-year term commencing January 1, 2010 and ending December 31, 2011.

2. **Schedule "A"**, is amended as follows: Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement.

Page 2 of 4

g/mv/M-02-033/lla jail/lla jail services - Stillaguamish Third Amend & renewal 2010 F revised 100509

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12th day of October 2009.

CITY OF MARYSVILLE

Dennis Z Kendall
Dennis Kendall, Mayor

Dated: 10/12/09

Attest:
Tracy Jefferies
TRACY JEFFERIES, City Clerk
April O'Brien Deputy
Approved as to form

Grant K. Weed
Grant K. Weed, City Attorney

STILLAGUAMISH TRIBE OF WASHINGTON

Sandy Klineburger
Sandy Klineburger, Chairperson
Stillaguamish Tribal Council
Patrice Kempf
Patrice Kempf, Vice-Chair

Dated: 3/11/10

Attest:
Jody Scholt
Jody Scholt, Tribal Council Secretary

Approved as to form:
Lisa L. Atkinson
Lisa L. Atkinson, Tribal Contract Attorney
Brian H. Collins

SCHEDULE A
Effective January 1, 2010

Booking fee \$40.00 **
Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Stillaguamish Tribes for such prisoner or defendant shall be adjusted by a credit in favor of the Stillaguamish Tribes of that sum actually paid by the prisoner or defendant.

Inmate Transfer Administrative Fee \$20.00
In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Marysville Transportation Fee (new in 2010) \$40.00 per trip

Daily maintenance fee \$62.00 **
Bed space as needed based on space available

****Yearly COLA Increase on Booking Fees and Daily Maintenance Fees**
Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

Return Address

City of Marysville
 City Clerk's Office
 1049 State Avenue
 Marysville WA 98270



200801250159 5 PGS
 01/25/2008 8:56am \$0.00
 SNOHOMISH COUNTY, WASHINGTON

Please print or type information.

Document Title(s) or transactions contained therein:

1. 2nd Amendment to Interlocal agreement for
- 2.
3. Jail services
- 4.

Grantor(s) (Last name first, then first name and initials)

1. Marysville, City of
- 2.
- 3.
- 4.

Additional names on page ____ of document.

Grantee(s) (Last name first, then first name and initials)

1. Stillaquamish Tribe
- 2.
- 3.
- 4.

Additional names on page ____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.)

N/A

Additional legal is on page ____ of document

Reference Number(s) of Documents assigned or released:

N/A 20070314011

Additional numbers on page ____ of document.

Assessor's Property Tax Parcel/Account Number

~~ASSESSOR~~ 200

- Property Tax Parcel ID is not yet assigned
- Additional parcel numbers on page ____ of document

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

Stillaguamish Tribal Court
Received

AFTER RECORDING RETURN TO:

City of Marysville
City Administrator
1049 State Street
Marysville, WA 98270

KD 1-9-08
By Date

**Second Amendment
of Interlocal Agreements for
Jail Services
Two Year Renewal**

Effective December 1, 2007 through December 31, 2009

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES (hereinafter "Agreement") is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Stillaguamish Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to the Federal Register volume 68 No 234 December 5, 2003 notices p.68183. Governed by the Board of Directors of the Stillaguamish Tribe of Washington as provided in Article IV of the Constitution and Bylaws of the Tribe, and a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Stillaguamish Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 01/12/2006 recording 200601120846 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Stillaguamish Tribe entered in to the FIRST AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 3/14/2007 recording # 200703140111 with the Snohomish County Auditor; and,

wpf/mv/ILACourtJail/IIa.jail services -- Stillaguamish Second Amend -- renewal f

WHEREAS, the Stillaguamish Tribal Council on 12-6-07, authorized entry into this SECOND AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES TWO YEAR RENEWAL; and,

WHEREAS, Marysville and the Stillaguamish Tribe have agreed to Renew the Interlocal Agreement for a two year period.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

Section 1. Amendment of Section 5 DURATION – RENEWAL.

Section 5 currently reads as follows:

1. DURATION – RENEWAL.

The initial term of this agreement shall commence December 1, 2005 and shall expire on December 1, 2006. Prior to the expiration of the initial term and exercise of the option to renew this agreement the parties shall review this agreement for any mutually agreed upon changes. Tribe shall have an option to renew this agreement for a one year term commencing on December 1, 2006, and ending on December 1, 2007. Said renewals shall be subject only to mutual written agreement of the parties with the rate and payment set forth in Schedule A.

Section 5 is hereby amended to read as follows:

1. DURATION – RENEWAL.

A. The initial term of this agreement shall commence December 1, 2005 and shall expire on December 1, 2006. Prior to the expiration of the initial term and exercise of the option to renew this agreement the parties shall review this agreement for any mutually agreed upon changes. Tribe shall have an option to renew this agreement for a one year term commencing on December 1, 2006, and ending on December 1, 2007. Said renewals shall be subject only to mutual written agreement of the parties with the rate and payment set forth in Schedule A.

B. The parties agree that the Agreement shall be renewed for a two year period of time commencing on December 1, 2007 and ending on December 31, 2009. Pursuant to this section, the parties may agree to additional one or two year renewal terms by written agreement with the

rate and payment set forth in Schedule A or as Schedule A maybe amended.

Section 2. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

Section 3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and prior amendments shall remain in place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27 day of November 2007

CITY OF MARYSVILLE

Dennis L Kendall
Dennis Kendall, Mayor

Dated: 11/27/07

Attest:
Tracy Jeffries
TRACY JEFFRIES, City Clerk

Approved as to form
Grant K. Weed
Grant K. Weed, City Attorney

STILLAGUAMISH TRIBE OF WASHINGTON

Shawn Yarity
Shawn Yarity, Chairperson
Stillaguamish Tribal Council

Dated: 12-6-07

Attest:
Darcy Dreger
Darcy Dreger, Tribal Council Secretary

Approved as to form:
Lisa L. Atkinson
Lisa L. Atkinson, Tribal Contract Attorney

SCHEDULE A

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Tribe for such prisoner or defendant shall be adjusted by a credit in favor of the Tribe of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$57.00

*The Tribe agrees to pay a daily maintenance fee at a rate of \$57.00 per day per bed.

Return Address

City of Marysville
 1049 State Avenue Suite 201
 Marysville WA 98270

Please print or type information

<p>Document Title(s) or transactions contained therein:</p> <p>1. <i>INTERLOCAL AGREEMENT - 1st Amendment</i></p> <p>2.</p> <p>3.</p> <p>4.</p>
<p>Grantor(s) (Last name first, then first name and initials)</p> <p>1. <i>Marysville, City of</i></p> <p>2.</p> <p>3.</p> <p>4.</p> <p><input type="checkbox"/> Additional names on page ____ of document.</p>
<p>Grantee(s) (Last name first, then first name and initials)</p> <p>1. <i>Stillaquamish Tribe</i></p> <p>2.</p> <p>3.</p> <p>4.</p> <p><input type="checkbox"/> Additional names on page ____ of document.</p>
<p>Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.)</p> <p><i>NA</i></p> <p><input type="checkbox"/> Additional legal is on page ____ of document</p>
<p>Reference Number(s) of Documents assigned or released:</p> <p><i>200601120846</i></p> <p><input type="checkbox"/> Additional numbers on page ____ of document.</p>
<p>Assessor's Property Tax Parcel/Account Number</p> <p><i>N/A</i></p> <p><input type="checkbox"/> Property Tax Parcel ID is not yet assigned</p> <p><input type="checkbox"/> Additional parcel numbers on page ____ of document</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.</p>

AFTER RECORDING RETURN TO:

City of Marysville
 City Administrator
 1049 State Street
 Marysville, WA 98270

**First Amendment
 Amendment of Schedule "A" of Interlocal Agreements for
 Jail Services**

**Changes per Bed per Day fee from \$55 to \$57
 Effective January 1, 2007**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES (hereinafter "Agreement") is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Stillaguamish Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to the Federal Register volume 68 No 234 December 5, 2003 notices p.68183. Governed by the Board of Directors of the Stillaguamish Tribe of Washington as provided in Article IV of the Constitution and Bylaws of the Tribe, and a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Stillaguamish Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 01/12/2006 recording 2006 01120846 with the Snohomish County Auditor; and,

WHEREAS, the Stillaguamish Tribal Council on NOV 17 05 authorized entry into this FIRST AMENDMENT AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES; and,

/mv/ila.jail services - Stillagua mish amend bed fees.schedule A 2007

WHEREAS, while Marysville and the Stillaguamish Tribe have agreed to Amend Schedule A with a jail bed fee change, necessitating the amendment of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

Section 1. 1. The Schedule "A", booking fee is changed from \$55.00 to \$57.00 which shall be effective January 1, 2007 and shall be as attached hereto and incorporated by this reference.

Section 2. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

Section 3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services shall remain in place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 13th day of November.

CITY OF MARYSVILLE

Dennis Kendall
Dennis Kendall, Mayor

Dated: 11-13-06

Attest:

Lillie Lein
~~GERRY BECKER, City Clerk~~
Lillie Lein, Deputy Clerk
Approved as to form

Grant K. Weed
Grant K. Weed, City Attorney

STILLAGUAMISH TRIBE OF WASHINGTON

Shawn Yarity
Shawn Yarity, Chairperson
Stillaguamish Tribal Council

Dated: 12-4-06

Attest:

Darcy Dreger
Darcy Dreger, Tribal Council Secretary
Approved as to form:

Lisa L. Atkinson
Lisa L. Atkinson, Tribal Contract Attorney

SCHEDULE A

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Tribe for such prisoner or defendant shall be adjusted by a credit in favor of the Tribe of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$57.00

*The Tribe agrees to pay a daily maintenance fee at a rate of \$57.00 per day per bed.

AFTER RECORDING RETURN TO:

City of Marysville
 City Administrator
 1049 State Street
 Marysville, WA 98270

**INTERLOCAL AGREEMENT
 FOR JAIL SERVICES**

THIS INTERLOCAL AGREEMENT FOR JAIL SERVICES (hereinafter "Agreement") is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Stillaguamish Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to the Federal Register volume 68 No 234 December 5, 2003 notices p.68183. Governed by the Board of Directors of the Stillaguamish Tribe of Washington as provided in Article IV of the Constitution and Bylaws of the Tribe, and a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, The Stillaguamish Tribe adopted resolution 2005/090 by the Stillaguamish Board of Directors on 11/1/05 (date), authorizing entry into this agreement.

WHEREAS, the Stillaguamish Indian Reservation (hereinafter the "RESERVATION") is located part in within the limits of unincorporated Snohomish County; and,

WHEREAS, Marysville has a jail facility, and the Tribe desires to enter into this agreement to utilize Marysville's jail facility under the terms and conditions of this agreement; and,

/mv/jla.jail services - Stillagua mish - final 12-2005

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

1. **DEFINITIONS.** Unless the context clearly shows another usage is intended, the following terms shall have the following meanings in this agreement:

a. "Marysville Jail" means a place owned and operated by Marysville primarily designed, staffed and used for the housing of adults charged with a criminal offense; for the punishment and correction of offenders after conviction of a criminal offense; or for confinement and/or holding during a criminal investigation, or a civil detention to enforce a court order. As of the date of the execution of this agreement, this jail is located at 1635 Grove Street, Marysville, Washington.

b. "Tribal prisoner" means a person arrested by Tribal Police and held and confined in the Marysville Jail (either pre- or post-trial) pursuant to a violation of a Tribal Law including "Criminal Infractions" and "General Crimes" or a violation of state law which designates the crime for which the person is held to be a misdemeanor or gross misdemeanor. The term Tribal prisoner shall not include a person arrested for a Tribal "Major Crime" or a felony offense by Tribal Police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non-Tribal Police officer, or a person charged by the County Prosecutor with a felony or an attempt to commit a felony, even if there is a plea to or a conviction of a lesser offense. A Tribal prisoner shall not include juveniles.

2. **JAIL AND HEALTH SERVICES.**

a. For prisoners accepted under this Agreement, Marysville shall accept Tribal prisoners and furnish jail facilities, booking, custodial services, and personnel for the confinement of Tribal prisoners equal to those Marysville provides for the confinement of its own prisoners. Medical costs for emergency or necessary health care for Tribal prisoners shall be the responsibility of Tribe. In the event an inmate is transported to the hospital, the hospital shall be directed to bill Tribe directly. With respect to inmate prescriptions, Tribe agrees to utilize the same pharmacies as Marysville, and Tribe shall be billed directly for its inmates' prescriptions. Tribe retains the option to contract with medical providers to provide medical service to Tribal prisoners. Marysville shall notify Tribe prior to outside medical care being provided for a Tribal prisoner; provided, however, that when emergency medical care is required in life-threatening circumstances, the notification may occur as soon as practicable, which may be after emergency medical care has been provided.

b. The Tribe will be responsible for all prisoner transport and the costs of transport, including but not limited to court, other jail facilities and to medical care

provides. The Tribe may request Marysville to provide assistance with the transport of prisoners when Marysville Jail and police staff are available.

3. ACCEPTANCE OF PRISONERS.

a. Tribe understands that Marysville will accept prisoners on a nonexclusive basis under this Agreement. The acceptance of prisoners is subject to space being available. Marysville reserves the right to reserve space in the jail for its anticipated prisoner needs and may require the removal of Tribal prisoners to accommodate Marysville prisoners. If Tribal prisoners are to be displaced and must be removed from the jail, Marysville agrees to provide Tribe with twenty four (24) hours notice in writing that the Tribal prisoner must be removed.

b. Prisoners may not be incarcerated in the Marysville Jail longer than thirty (30) days or contrary to applicable federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her 30-day sentence in the Marysville Jail and still have additional days of jail time, Tribe will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Tribe of Marysville's actual costs. Should transportation be required for Tribal inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Tribe.

c. Tribe agrees that if any Tribal prisoner is deemed out of control or dangerous by the personnel at the Marysville Jail, on eight (8) hours' notice from Marysville to Tribe, Tribe shall make arrangements to remove and transport to another facility. Marysville may also refuse to book any persons who are suspected to be an extreme danger to themselves or to other inmates. In cases where a Tribal prisoner has obvious medical needs, Tribe shall transport such prisoner to a medical facility for treatment prior to being booked into Marysville's Jail. In all cases, Tribal officers will remain at the Marysville Jail until the prisoner is accepted by the Marysville custody staff.

4. RATE AND PAYMENT.

Tribe shall pay Marysville at a rate per prisoner on a 24-hour basis (or portion of 24 hours) set out in Schedule A attached hereto. Said rates shall be adjusted from time to time by mutual agreement in advance of the renewal of any term of this agreement as provided in Section 5. Tribe shall be responsible for all costs for the transport of its prisoners.

a. Payment shall be made promptly by Tribe to Marysville within thirty (30) days after a monthly statement is submitted by Marysville to Tribe.

b. The Tribe may examine the relevant books and records kept by Marysville to verify charges. If an examination reveals an improper charge, an adjustment shall be applied to the next month's statement, or if the agreement has terminated, by an

appropriate payment from one to the other. The parties agree to meet at least once each year to examine and verify charges for the previous year. The parties shall enter into a written agreement verifying and reconciling charges for the previous year and closing the books on an annual basis.

c. Should the prisoner be sentenced to pay a portion of the daily rate, that amount will be deducted from the full daily rate.

5. DURATION – RENEWAL.

The initial term of this agreement shall commence December 1, 2005 and shall expire on December 1, 2006. Prior to the expiration of the initial term and exercise of the option to renew this agreement the parties shall review this agreement for any mutually agreed upon changes. Tribe shall have an option to renew this agreement for a one year term commencing on December 1, 2006, and ending on December 1, 2007. Said renewals shall be subject only to mutual written agreement of the parties with the rate and payment set forth in Schedule A.

6. RECORD KEEPING (BOOKING).

Marysville agrees to maintain a system of record keeping relative to the booking and confinement of each Tribal prisoner in such style and manner as equivalent to Marysville's records pertaining to its own prisoners. Such records shall include, but not be limited to, the following information: defendant's name, charge, booking date, release date, and manner of release (i.e., personal recognizance, bond, cash bail). Along with monthly billing statements, Marysville shall submit to Tribe or its authorized representatives copies of said records.

7. BOOKING PROCEDURE.

Prisoners will be booked by Marysville according to procedures and policies of Marysville by completing for each such Tribal prisoner an appropriate booking sheet with a copy to be provided to Tribe, if requested. Personal property will be held by Marysville in the same manner as for its own prisoners.

8. RELEASE OF TRIBAL PRISONERS FROM MARYSVILLE JAIL.

No Tribal prisoner confined in the Marysville jail subject to this Agreement shall be released except:

- a. When requested by a member of Tribal Police Department;
- b. In compliance with an order of a court with jurisdiction over the Tribal prisoner and the subject matter.

c. For appearance in court; (Transportation and security during transport and court appearance shall be the responsibility of the Tribe and not the City of Marysville.)

d. For interviews by Tribal Police or attorneys;

e. If the prisoner has served his or her sentence or the charge pending against the prisoner has been dismissed; or

f. As determined by the Marysville Chief of Police or his designee as part of a plan to reduce prisoner population as a result of facility overcrowding; PROVIDED, however, Marysville and Tribal prisoners shall be released or relocated to a mutually agreed upon facility on a "first in first out" basis and Marysville shall notify Tribal Police of such an event as soon as possible.

g. Where in the discretion of the custody/patrol supervisor or jail administrator such release is warranted, Marysville shall notify Tribal Police of such event as soon as possible.

9. ALTERNATIVE/PARTIAL CONFINEMENT.

Upon the written request or consent of the Tribe, Tribal prisoners shall be considered for Marysville's alternative and partial confinement programs on an equal basis with Marysville prisoners and subject to the same rules and regulations, as well as potential sanctions, for program rule violations. Tribe shall have access to all alternative sentencing options which are available now and which may become available in the future. Prisoner participation in such programs may be limited to an operational capacity as identified by Marysville. Alternative and partial confinement programs shall include, but not be limited to, work release and work crew. It is understood by the parties that the term "alternative confinement program" shall include electronic home monitoring.

10. ACCESS TO TRIBAL PRISONERS.

All Tribal Police officers, investigators, interpreters, mental health professionals, the prosecuting attorney and the prisoner's counselor or assigned counsel shall have the right to interview the prisoner inside the confines of the Marysville Jail, subject only to necessary security rules. Interview rooms will be made available to Tribal Police and others in equal priority with those made available for Marysville prisoners.

11. OPERATION OF JAIL.

Marysville agrees to operate the jail to current professional standards and practices in accordance with all state and federal standards, whether set by constitution, statute or regulation. Tribal prisoners shall receive equal treatment to that supplied to Marysville's own prisoners.

12. CONSENT TO JURISDICTION AND TRIBAL EXPRESS LIMITED WAIVER OF SOVEREIGN IMMUNITY.

Nothing in this Agreement shall be construed to cede or alter any primary police enforcement jurisdiction of any party to this Agreement, to modify the legal requirements for arrest or search and seizure, to otherwise modify legal rights of any person not a party to this agreement, to accomplish any act contrary to state or federal law, or to subject the parties to any liability to which they would not already be subject to by law;
WITH THE FOLLOWING EXCEPTION:

The Stillaguamish Tribe of Washington does hereby expressly consent to jurisdiction of the courts of the State of Washington as having exclusive jurisdiction to hear, resolve and enter final judgment on any legal dispute by and between the parties to this agreement and/or their affected officers, officials, and employees, concerning the interpretation of this agreement, enforcement of any of its provisions, and any complaints or counterclaims for monetary damages and/or equitable relief for any alleged or actual breach of any provision of this agreement and/or for the enforcement of any such final judgment entered by any court of the State of Washington regarding such matters.

For this limited purpose only, the Stillaguamish Tribe of Washington does hereby expressly waive its right to sovereign immunity and its right to assert sovereign immunity status or defense in the courts of the State of Washington for any such legal claim or complaint for the interpretation and/or enforcement of this agreement, and/or for any complaints or counterclaims for monetary damages or equitable relief for any breach of this agreement, and/or for the enforcement of any such final judgment entered by any court of the State of Washington regarding such matters.

13. INDEMNIFICATION.

a. Except as otherwise provided in 13(c), Tribe agrees to defend, indemnify and hold harmless Marysville and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Tribe, its officers, agents and employees, or any of them in arresting, detaining, charging or transporting prisoners except to the extent said claim, action, loss or damage is the result of the negligence of the City of Marysville. In the event that any suit based upon such a claim, action, loss or damage is brought against Marysville, Tribe shall defend the same at its sole cost and expense; provided, that Marysville retains the right to participate in said suit if any principle of governmental or public law is involved; and if a final judgment is rendered against Marysville, its officers, agents, employees or any of them or jointly against Marysville and Tribe and their respective officers, agents and employees or any of them, Tribe shall satisfy and discharge the same.

b. Except as otherwise provided in 13(c), Marysville shall defend, indemnify and hold harmless Tribe and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Marysville, its officers, agents and employees, or any of them in confining or releasing persons who have been presented to and accepted by the Marysville Jail by Tribe, its officers, agents and employees while said persons are in the Jail or in the custody of Marysville outside the Jail, except to the extent said claim, action, loss or damage is the result of the negligence of Tribe. In the event that any suit based upon such a claim, action, loss or damage is brought against Tribe, Marysville shall defend the same at its sole cost and expense, provided that Tribe retains the right to participate in said suit if any principle of governmental or public law is involved, and if a final judgment is rendered against Tribe, its officers, agents and employees or any of them, or jointly against Tribe and Marysville and their respective officers, agents and employees or any of them, Marysville shall satisfy and discharge the same.

c. In the event of the concurrent negligence of the parties, each party shall be responsible for payment of any claim or judgment in proportion to the percentage fault attributed to that party.

d. The indemnities provided for in this paragraph 13 shall apply to all legal costs and attorneys' fees incurred by the party indemnified. In any action to enforce the indemnities provided for in this paragraph, the prevailing party shall be entitled to recovery of costs and attorneys' fees for the enforcement of these indemnities.

14. INSURANCE /IMMUNITIES.

The TRIBE agree to procure and maintain occurrence based insurance policy (ies) with commercial insurers admitted to write in the State of Washington in an amount no less than Five Million Dollars(\$5 million) per occurrence, Ten Million (\$10 million) Annual Aggregate for all potential liability set forth in section 8 and including but not limited to insuring against claims for false imprisonment, false arrest, public liability, property damage, police professional liability, and violation of civil rights, and shall maintain the policy in full force and effect during the life of the AGREEMENT. If this AGREEMENT is terminated for any reason, the TRIBE agrees to carry the insurance for all actions taken under this AGREEMENT until such time as the protection from suit is granted by the statute of limitations. In the event the coverage is on a claims-made basis, the TRIBE agrees to insure that the coverage extends to the statute of limitations in each policy year.

The Insurance Company or the TRIBE shall provide written notice to the CITY OF MARYSVILLE within thirty (30) days after any reduction in the general aggregate of occurrence limit. The TRIBE shall provide the CITY OF MARYSVILLE with a

certificate of insurance prior to the contract effective date and shall provide the CITY OF MARYSVILLE a copy of the above insured policy upon its receipt, including any endorsements to said policy after the date of its issuance.

As previously set forth in greater detail in paragraph 12 of this Agreement, the TRIBE waives its right to assert sovereign immunity as a defense to any law suit or complaint for indemnification by the CITY OF MARYSVILLE pursuant to the AGREEMENT and consents to the jurisdiction of the courts of the State of Washington to hear and resolve any such lawsuit or complaint resulting from this AGREEMENT. The parties agree that in discharging this indemnification obligation, the CITY OF MARYSVILLE shall look first to the proceeds of insurance procured by the TRIBE herein and the policy of insurance obtained by the TRIBE shall prohibit the insurer from asserting a defense of sovereign immunity to the claim made under the policy. The TRIBE agrees to assign over to the CITY OF MARYSVILLE, at its request, any and all of its rights against the insurer to effectuate a payment of its indemnification provision. Should any claim for indemnification exceed the limit of the insurance policy arising from the entry of a final judgment or decree in any court, or by settlement of a civil action mutually agreed to by the CITY OF MARYSVILLE and the TRIBE, the TRIBE hereby waives any claim of sovereign immunity or exemption for unrestricted assets it holds up to the amount necessary to discharge fully the indemnity obligation and the costs of collection.

All immunities enjoyed by the TRIBE under state, federal or tribal law shall inure to the benefit of the CITY OF MARYSVILLE when acting under the terms of this AGREEMENT.

Nothing in this AGREEMENT shall preclude the TRIBE, the CITY OF MARYSVILLE, or their employees, agents or representatives from seeking the benefits and protections of the Federal Tort Claims Act. It is expressly agreed and understood that the indemnification provided for in this AGREEMENT is for the benefit of the TRIBE and the CITY OF MARYSVILLE only and there is no intention by the parties to confer any rights hereunder to any third party, intentionally, unintentionally or by implication.

15. GOVERNING LAW, VENUE AND DISPUTE RESOLUTION.

This AGREEMENT shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance, or breach of this AGREEMENT, including without limitation any claim based upon contract, tort or statute, shall be brought in the Superior Court of Washington for Snohomish County. The parties may, on a case by case basis, agree to mediation, arbitration or binding arbitration. Judgments entered either by agreed binding arbitration or by Snohomish County Superior Court may be entered in the Snohomish County Superior Court and enforced in the same manner as any other judgment. Any appeal of final judgments will be to the appellate courts of the State of Washington in the manner provided for in their rules.

16. TERMINATION OF AGREEMENT.

Tribe shall provide written notice of its intent to terminate this agreement without cause not less than 180 days prior to expiration of this agreement. Marysville shall provide written notice of its intent to terminate this agreement not less than one hundred eighty (180) days prior to expiration of this agreement (or any renewal thereof). In the event of termination of this agreement (or any extension thereof), the parties will work cooperatively to ensure the orderly transition of Tribal Prisoners from Marysville jail to another jail facility.

Termination of this AGREEMENT by any party does not affect or diminish authority exercised prior to the effective date of such termination. Termination shall not relieve any party of its agreement to insure without interruption or to indemnify the other party as required herein for liability or expense arising out of actions prior to the time the termination, withdrawal or revocation becomes effective.

17. WAIVER.

No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any provision contained herein.

18. ASSIGNMENT.

Neither this Agreement nor any interest herein or claim hereunder shall be assigned or transferred, in whole or in part, by either Marysville or Tribe to any other person or entity without the prior written consent of the other party. In the event that such prior written consent to an assignment is granted, the assignee shall assume all duties, obligations and liabilities of its assignor stated in this Agreement.

19. INDEPENDENT CONTRACTOR.

Each party to this agreement is an independent contractor with respect to the subject matter herein. Nothing in this agreement shall make any employee of Marysville an employee of Tribe, and vice versa, for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges according to either party's employee by virtue of their employment. At all times pertinent hereto, employees of Marysville are acting as Marysville employees and employees of Tribe are acting as Tribal employees.

20. PARTIAL INVALIDITY.

Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

21. NO THIRD-PARTY RIGHTS.

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

22. SEVERABILITY.

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

23. INTEGRATION – ENTIRE AGREEMENT.

This written Agreement constitutes the complete and final agreement between Marysville and Tribe.

24. NOTICES AND ADMINISTRATOR.

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To STILLAGUAMISH TRIBE
Chairman Shawn Yanity
PO Box 277
Arlington, WA 98223-277

AND TO: Chief of Police Felix Moran
PO Box 3067
Arlington, WA 98223

TO CITY OF MARYSVILLE:
Chief of Police
1635 Grove Street
Marysville, WA 98270

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

The Chief of Police for Tribe shall serve as TRIBE administrator or responsible official for this Agreement. PHONE NUMBER CONTACT (360) 508-1690.

25. AMENDMENTS

Either party may request changes in the agreement. No changes or modifications to this AGREEMENT shall be valid or binding upon the parties unless such changes or

modifications are mutually agreed to in writing and executed by the parties in the same manner and formality as this original agreement.

26. APPROVAL AND FILING.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 16 day of December 2005.

CITY OF MARYSVILLE

STILLAGUAMISH TRIBE OF WASHINGTON

Dennis L. Kendall
Dennis Kendall, Mayor

Shawn Yanity
Shawn Yanity, Chairperson
Stillaguamish Tribal Council

Dated: 12.20.2005

Dated: 11/17/05

Attest:
Gerry Becker
GERRY BECKER, City Clerk

Attest:
Dorey Dreger
Dorey Dreger, Tribal Council Secretary

Approved as to form
Grant K. Weed
Grant K. Weed, City Attorney

Approved as to form:
Lisa L. Atkinson
Lisa L. Atkinson, Tribal Contract Attorney

SCHEDULE A

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Tribe for such prisoner or defendant shall be adjusted by a credit in favor of the Tribe of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

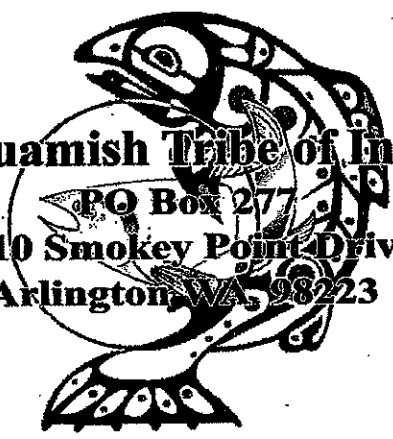
* In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$55.00

*The Tribe agrees to pay a daily maintenance fee at a rate of \$55.00 per day per bed.

Stillaguamish Tribe of Indians

**PO Box 277
3310 Smokey Point Drive
Arlington, WA 98223**



COPY

**STILLAGUAMISH TRIBE OF INDIANS
BOARD OF DIRECTORS
RESOLUTION 2005/090**

**APPROVAL OF THE JAIL CONTRACT WITH THE
CITY OF MARYSVILLE, WASHINGTON.**

WHEREAS, the Stillaguamish Tribe of Indians (the "Tribe") is a party to the Point Elliot Treaty of January 22, 1855; and has been Federally Recognized since October 1976; and

WHEREAS, the Stillaguamish Tribal Board of Directors (the "Board of Directors") is the duly constituted Governing Body of the Stillaguamish Tribe of Indians, in accordance with Articles IV and V of the Stillaguamish Constitution and By-Laws; and

WHEREAS, the Stillaguamish Tribal Board of Directors acting in the best interest of its people is embarked on a course of self determination; and

WHEREAS, the Stillaguamish Tribal Board of Directors wishes to approve the jail contract with the City of Marysville, WA.

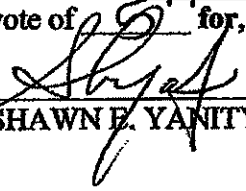
NOW THEREFORE BE IT RESOLVED that the Stillaguamish Tribal Board of Directors does hereby approve jail contract as negotiated by the Stillaguamish Tribal Prosecuting Attorney, Tribal Police and Tribal Court Marshal. (See attached jail agreement and contract.)

Resolution 2005/090
Page 1 of 2

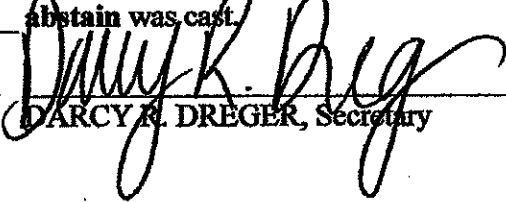
BE IT FURTHER RESOLVED, that the Stillaguamish Tribal Board of Directors hereby authorizes its Chairperson, and in his absence the Vice-Chairperson or Executive Director to negotiate and execute this resolution which shall continue until revoked by the Board of Directors.

CERTIFICATION

As Chair and Secretary of the Stillaguamish Tribal Board of Directors, we hereby certify that the above resolution was duly adopted at a meeting of the Stillaguamish Tribal Board of Directors held on the 17th day of NOVEMBER, 2005 at which time a quorum was present and a vote of 9 for, 0 opposed and 0 abstain was cast.



SHAWN E. YANITY, Chair



DARCY R. DREGER, Secretary

Resolution 2005/090
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Index #10

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

AGENDA ITEM: Arlington Jail Services Agreement Renewal	AGENDA SECTION:	
PREPARED BY: Wendy Wade, Support Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Arlington Contract Renewal	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This agreement is a renewal of the existing agreement. The agreement is for Jail Services. The term of the agreement is from January 1, 2014 to December 31, 2017. The changes to the contract are;

Booking Fee	from \$41.82 to \$42.32
Daily fee per inmate	from \$62.73 to \$63.23
Transportation fee (each transport)	from \$41.82 to \$42.32

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form.

RECOMMENDED ACTION:

Staff recommends that council authorize the Mayor to sign the Arlington agreement for jail services.

COUNCIL ACTION:

AFTER RECORDING RETURN TO:

City of Marysville
 1049 State Street
 Marysville, WA 98270

**Eighth Amendment of Interlocal Agreements for
 Jail Services – Arlington
 Section 5 Duration: Renewal 2014-2017 and
 Amendment of Schedule "A":
 Booking Fee \$42.32,
 Transport Fee \$42.32,
 Daily Maintenance Fee \$63.23 (8 Beds per day),
 Effective January 1, 2014**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington").

WHEREAS, on August 1, 2002 Marysville and Arlington entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on 11/6/02 with Snohomish County; and

WHEREAS, on December 15, 2005 Marysville and Arlington entered into the Forth Amendment to Interlocal Agreement for Jail Services recorded on 02/09/2006 with Snohomish County, renewing the duration from January 1, 2006 through December 31, 2009; and

WHEREAS, on October 12, 2009 Marysville and Arlington entered into the Sixth Amendment to Interlocal Agreement for Jail Services renewing the duration from January 1, 2010 through December 31, 2013; and

WHEREAS, Marysville and Arlington wish to renew the Agreement for an additional four year term from January 1, 2014 through December 31, 2017; and

WHEREAS, Marysville and Arlington have agreed to Amend **Schedule "A"** as follows, Booking Fee from \$40 to 42.32, Transport Fee from \$40 to \$42.32 and Daily Maintenance Fee from \$62. To \$63.23, (8 Beds per day), - Effective January 1, 2014 necessitating the amendment of the Agreement; and,

Page 1 of 4

g/mv/M-02-033/ILA jail/Arlington/arl.aiajs eighth amend 2014 renewal & Schedule A

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Arlington mutually agree as follows:

1. **Paragraph 5 DURATION** of the Agreement shall be amended to read as follows:

“The parties agree to renew this Agreement for an additional four-year term from January 1, 2014 to December 31, 2017. The parties may negotiate additional renewal periods.”

2. **Schedule “A”** is amended as follows, Booking Fee from \$40 to \$42.32, Transport Fee from \$40 to \$42.32 and Daily Maintenance Fee from \$60.00 to \$63.32, (8 Beds per day), Effective January 1, 2014 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated August 1, 2002 and all Amendments thereto shall remain in full force and effect unchanged. This Eighth Amendment to Interlocal Agreement for Jail Services shall be effective January 1, 2014.

4. **APPROVALS AND FILING**. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2013.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By _____
BARBARA TOLBERT, Mayor

By _____
JON NEHRING, Mayor

DATE: _____
APPROVED as to form:

DATE: _____
APPROVED as to form:

STEVEN J. PEIFFLE, City Attorney

GRANT K. WEED, City Attorney

DATE: _____
Attest: _____

, City Clerk

DATE: _____
Attest: _____

APRIL O'BRIEN, Deputy City Clerk

SCHEDULE A
Effective January 1, 2014

Booking fee \$42.32 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Arlington for such prisoner or defendant shall be adjusted by a credit in favor of the City of Arlington of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$20.00

In cases where Arlington prisoners are relocated to another jail facility other than the Snohomish County jail, Arlington agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville Transportation Fee \$42.32 per trip

Arlington agrees to pay Marysville a Transportation Fee of \$42.32 per prisoner for roundtrip transportation from Snohomish County jail to all court proceedings.

Daily Maintenance Fee \$63.32 **

Arlington agrees to contract for eight (8) beds per day, 365 or 366 at a rate of \$63.32 per bed per day.

Snohomish County Jail Billings

Arlington gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Arlington Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Arlington Prisoners to and from Snohomish County Jail. Arlington will reimburse Marysville for said jail bills.

Other Jail Billings

Marysville will be reimbursed by Arlington for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Arlington Prisoners.

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2014 Seattle CPI-W index will set the amount of the January 1, 2015 increase to Booking and Daily Maintenance Fees.)

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Street
Marysville, WA 98270

**Seventh Amendment of Interlocal Agreements for
Jail Services – Arlington
Amending Paragraph 3 Section b (3 b)
Relating to 90 days Detention Facility Limits
Effective May 24, 2011**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington").

WHEREAS, on August 1, 2002 Marysville and Arlington entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on 11/6/02 with Snohomish County; and

WHEREAS, the City of Marysville adopted Ordinance 2859, effective May 23, 2011, amending Marysville Municipal Code Chapter 2.45 relating to Jail/Detention Facilities; a "Detention Facility" being a 90 jail day facility by definition pursuant to RCW 70.48.020 (4).

RCW 70.48.040 (4) "Detention facility" means a facility operated by a governing unit primarily designed, staffed, and used for the temporary housing of adult persons charged with a criminal offense prior to trial or sentencing and for the housing of adult persons for purposes of punishment and correction after sentencing or persons serving terms not to exceed ninety days.

WHEREAS, the parties wish to amend Paragraph 3 Section b (3 b) of the Interlocal Agreement for Jail Services to utilize the 90 day facility limit instead of the 30 day limit.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Arlington mutually agree as follows:

1. Paragraph 3 ACCEPTANCE OF PRISONERS, Section b (3 b) of the Agreement shall be amended to read as follows

b. Prisoners may not be incarcerated in the Marysville Jail longer than ~~thirty~~ (30) ninety (90) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her

ORIGINAL

30-90 day sentence in the Marysville Jail and still have additional days of jail time, Arlington will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Arlington of Marysville's actual costs. Should transportation be required for Arlington inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Arlington.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated August 1, 2002 and all Amendments thereto shall remain in full force and effect unchanged. This Seventh Amendment to Interlocal Agreement For Jail Services shall be effective May 24, 2011.

3. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 7th day of September, 2011.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By Margaret Larson
MARGARET LARSON, Mayor

By John Nehring
JOHN NEHRING, Mayor

DATE: 9/7/11
APPROVED as to form:

DATE: 9-1-11
APPROVED as to form:

Steven J. Peiffle
STEVEN J. PEIFFLE, City Attorney

Grant K. Weed
GRANT K. WEED, City Attorney

DATE: 9/7/11
Attest: Kristin Baufeld
City Clerk

DATE: 9-13-11
Attest: April O'Brien
April O'Brien, Deputy City Clerk

AFTER RECORDING RETURN TO:

City of Marysville
 1049 State Street
 Marysville, WA 98270

**Sixth Amendment of Interlocal Agreements for
 Jail Services – Arlington
 Section 5 Duration: Renewal 2010 – 2013 and
 Amendment of Schedule "A":
 Booking Fee from \$32 to \$40,
 Inmate Transfer administrative fee from \$10.00 to \$20.00,
 Daily Maintenance Fee from \$52.00 to \$60.00 (8 Beds per day),
 Transportation Fee (new in 2010) \$40.00 per trip,
 and a yearly COLA increase up to 2.25%
 on Booking Fees and Daily Maintenance Fees.
 Effective January 1, 2010**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington").

WHEREAS, on August 1, 2002 Marysville and Arlington entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on 11/6/02 with Snohomish County; and

WHEREAS, on December 15, 2005 Marysville and Arlington entered into the Forth Amendment to Interlocal Agreement for Jail Services recorded on 02/09/2006 with Snohomish County, renewing the duration from January 1, 2006 through December 31, 2009

WHEREAS, Marysville and Arlington wish to renew the Agreement for an additional four year term from January 1, 2010 through December 31, 2013 ; and

WHEREAS, Marysville and Arlington have agreed to Amend **Schedule "A"** as follows, Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (8 Beds per day), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking fees and Daily Maintenance Fees - Effective January 1, 2010 necessitating the amendment of the Agreement; and,

Page 1 of 4

g/mv/M-02-033/ILA jail/arl.aiajs sixth amend 2010 renewal & Schedule A Rev I00509

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Arlington mutually agree as follows:

1. **Paragraph 5 DURATION** of the Agreement shall be amended to read as follows:

“The parties agree to renew this Agreement for an additional four-year term from January 1, 2010 to December 31, 2013. The parties may negotiate additional renewal periods.”

2. **Schedule “A”** is amended as follows, Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$60.00, (8 Beds per day), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated August 1, 2002 and all Amendments thereto shall remain in full force and effect unchanged. This Sixth Amendment to Interlocal Agreement For Jail Services shall be effective January 1, 2010.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12th day of October, 2009.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By Margaret Larson
MARGARET LARSON, Mayor

By Dennis L. Kendall
DENNIS L. KENDALL, Mayor

DATE: 11/3/09
APPROVED as to form:

DATE: 10/12/09
APPROVED as to form:

[Signature]
STEVEN J. PEIFFER, City Attorney

[Signature]
GRANT K. WEED, City Attorney

DATE: 11/3/09

Attest:
Kristin Banfield
Kristin Banfield, City Clerk

DATE: 10/12/09

Attest:
April O'Brien
Tracy Jeffries, City Clerk
April O'Brien Deputy

SCHEDULE A

Effective January 1, 2010

Booking fee\$40.00 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Arlington for such prisoner or defendant shall be adjusted by a credit in favor of the City of Arlington of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee\$20.00

In cases where Arlington prisoners are relocated to another jail facility other than the Snohomish County jail, Arlington agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville Transportation Fee (new in 2010)\$40.00 per trip

Arlington agrees to pay Marysville a Transportation Fee of \$40.00 per prisoner for roundtrip transportation from Snohomish County jail to all court proceedings.

Daily Maintenance Fee\$60.00 **

Arlington agrees to contract for eight (8) beds per day, 365 or 366 at a rate of \$60.00 per bed per day.

Snohomish County Jail Billings

Arlington gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Arlington Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Arlington Prisoners to and from Snohomish County Jail. Arlington will reimburse Marysville for said jail bills.

Other Jail Billings

Marysville will be reimbursed by Arlington for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Arlington Prisoners.

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

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Return Address

City of Marysville
1049 State Avenue Suite 201
Marysville WA 98270

Please print or type information.

<p>Document Title(s) or transactions contained therein:</p> <p>1. <i>Interlocal Agreement - Fifth Amendment for Jail Services</i></p> <p>2.</p> <p>3.</p> <p>4.</p>
<p>Grantor(s) (Last name first, then first name and initials)</p> <p>1. <i>Marysville, City of</i></p> <p>2.</p> <p>3.</p> <p>4.</p> <p><input type="checkbox"/> Additional names on page ____ of document.</p>
<p>Grantee(s) (Last name first, then first name and initials)</p> <p>1. <i>Arlington, City of</i></p> <p>2.</p> <p>3.</p> <p>4.</p> <p><input type="checkbox"/> Additional names on page ____ of document.</p>
<p>Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.)</p> <p><i>N/A.</i></p> <p><input type="checkbox"/> Additional legal is on page ____ of document</p>
<p>Reference Number(s) of Documents assigned or released:</p> <p><i>200211060523</i></p> <p><input type="checkbox"/> Additional numbers on page ____ of document.</p>
<p>Assessor's Property Tax Parcel/Account Number</p> <p><i>N/A</i></p> <p><input type="checkbox"/> Property Tax Parcel ID is not yet assigned</p> <p><input type="checkbox"/> Additional parcel numbers on page ____ of document</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.</p>

AFTER RECORDING RETURN TO:

City of Marysville
 1049 State Street
 Marysville, WA 98270

**Fifth Amendment
 Amendment of Schedule "A" of Interlocal Agreements for
 Jail Services
 Changes per Bed per Day (Daily Maintenance) fee from \$50 to \$52
 and
 Snohomish County Jail Billings fee from \$56 to \$58.45
 Effective January 1, 2007**

THIS AMENDMENT of Schedule "A" TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington").

WHEREAS, while Marysville and Arlington have agreed to Amend Schedule A with a booking fee change, necessitating the amendment of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Arlington mutually agree as follows:

1. The Schedule "A", Daily Maintenance Fee is changed from \$50.00 to \$52.00 and the Snohomish County Jail Billings Fee is changed

/w/mv/arLaiajs fifth amend bed fees Schedule A 2007 F

from \$56.00 to \$58.45 which shall be effective January 1, 2007 and shall be as attached hereto and incorporated by this reference.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments and renewals thereto remain in place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 13th day of November, 2006.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By Margaret Larson
MARGARET LARSON, Mayor

By Dennis L Kendall
DENNIS KENDALL, Mayor

DATE: 3-1-07

DATE: November 13, 2006

APPROVED as to form:

APPROVED as to form:

[Signature]
STEVEN J. PEASE, City Attorney

[Signature]
GRANT K. WEED, City Attorney

DATE: 3-1-07

DATE: 10-16-06

SCHEDULE A
Effective January 1, 2007

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City of Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Arlington prisoners are relocated to another jail facility other than the Snohomish County jail, Arlington agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$52.00

*Arlington agrees to contract for eight (8) beds per day, 365 or 366 at a rate of \$52.00 per bed per day.

Snohomish County Jail Billings

Marysville has contracted with Snohomish County for four (4) jail bed days per day.

Arlington gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Arlington Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Arlington Prisoners to and from Snohomish County Jail.

Arlington agrees to pay Marysville each month for two (2) of the four (4) jail beds per day and any additional Snohomish County Jail bed costs in addition to the two (2) contracted amounts at a rate of \$ 58.45 per bed per day. Arlington agrees to pay Marysville for costs of the beds reserved whether

/wpf/mv/arl.aiajs fifth amend Bed Fees Schedule A 2007 F

used or not.

Arlington will reimburse Marysville for said jail bills.

Marysville will be responsible for all accounting to calculate which prisoners are in Snohomish County Jail and what bed days are being utilized and the costs of said bed days.

Marysville will not take or move prisoners who are pre-trial on pending Arlington District Court Cases. Marysville will however, coordinated the jail billing for such prisoners as set forth above.

Return Address

City of Marysville
 1049 State Avenue Suite 201
 Marysville WA 98270

Please print or type information.

<p>Document Title(s) or transactions contained therein:</p> <ol style="list-style-type: none"> 1. Fourth Amendment to Interlocal Agreement for Jail Services - 2005 Renewal 2. 3. 4.
<p>Grantor(s) (Last name first, then first name and initials)</p> <ol style="list-style-type: none"> 1. Marysville, City of 2. 3. 4. <p><input type="checkbox"/> Additional names on page ____ of document.</p>
<p>Grantee(s) (Last name first, then first name and initials)</p> <ol style="list-style-type: none"> 1. Arlington, City of 2. 3. 4. <p><input type="checkbox"/> Additional names on page ____ of document.</p>
<p>Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.)</p> <p>N/A</p> <p><input type="checkbox"/> Additional legal is on page ____ of document</p>
<p>Reference Number(s) of Documents assigned or released:</p> <p>200211060523</p> <p><input type="checkbox"/> Additional numbers on page ____ of document.</p>
<p>Assessor's Property Tax Parcel/Account Number</p> <p>N/A</p> <p><input type="checkbox"/> Property Tax Parcel ID is not yet assigned</p> <p><input type="checkbox"/> Additional parcel numbers on page ____ of document</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.</p>

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

**FOURTH AMENDMENT TO
INTERLOCAL AGREEMENT
FOR JAIL SERVICES – 2005 RENEWAL**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington").

WHEREAS, on August 1, 2002 Marysville and Arlington entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on 11/6/02 with Snohomish County ; and

WHEREAS, Section 5 of the Agreement provides that Arlington shall have an option to renew the Agreement for a four year term commencing January 1, 2006 and ending December 31, 2009; and

WHEREAS, Arlington has indicated its intention to exercise its option to renew the Agreement; and

WHEREAS, renewals of the Agreement are subject to agreement on the rate and payment for the booking fee and daily maintenance fee set forth in Schedule A of said Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Arlington mutually agree as follows:

1. The Interlocal Agreement for Jail Services entered into between the parties on August 1, 2002 shall be renewed for a four year term commencing January 1, 2006 and ending December 31, 2009.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated August 1, 2002; and the FIRST AMENDMENT TO INTERLOCAL FOR JAIL SERVICES dated July 28, 2003 and the SECOND AMENDMENT FOR JAIL SERVICES dated December 16, 2003 and AMENDMENTS dated April 26, 2004 and October 7, 2004 and the THIRD AMENDMENT FOR JAIL SERVICES dated September 30, 2005 and all other Amendments thereto remain in place and shall be unchanged by this agreement. This Amendment to Interlocal Agreement For Jail Services shall be effective January 1, 2006.

The Schedule A, booking fee, daily maintenance fee, inmate transfer administrative fee and Snohomish County Billings as attached hereto and incorporated by this reference, shall be effective January 1, 2006, shall be reviewed annually, and shall continue in effect until amended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and

seals this 15th day of December, 2005.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By Margaret Larson
MARGARET LARSON, Mayor

By Dennis L. Kendall
DENNIS L. KENDALL, Mayor

DATE: 1-18-06

DATE: 12-15-2005

APPROVED as to form:

APPROVED as to form:

Steven J. Peiffle
STEVEN J. PEIFFLE, City Attorney

Grant K. Weed
GRANT K. WEED, City Attorney

DATE: 1/11/06

DATE: 12-1-05

SCHEDULE A

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Arlington for such prisoner or defendant shall be adjusted by a credit in favor of the City of Arlington of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Arlington prisoners are relocated to another jail facility other than the Snohomish County jail, Arlington agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$50.00

*Arlington agrees to contract for eight (8) beds per day, 365 or 366 days per year, 240 bed days per month. Arlington will only be billed for additional bed days after they have used 240 bed days per month at a rate of \$50.00 per day per bed.

Snohomish County Jail Billings

Marysville has contracted with Snohomish County for four (4) jail bed days per day.

Arlington gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Arlington Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Arlington Prisoners to and from Snohomish County Jail.

Arlington agrees to pay Marysville each month for two (2) of the four (4) jail beds per day and any additional Snohomish County Jail bed costs in addition to the two (2) contracted amounts at a rate of \$ 56.00 per bed per day. Arlington agrees to pay Marysville for costs of the beds reserved whether used or not.

Arlington will reimburse Marysville for said jail bills.

Marysville will be responsible for all accounting to calculate which prisoners are in Snohomish County Jail and what bed days are being utilized and the costs of said bed days.

Marysville will not take or move prisoners who are pre-trial on pending Arlington District Court Cases. Marysville will however, coordinated the jail billing for such prisoners as set forth above.

/wpf/mv/ari.ajajs fourth amend -- 2005 renewal

Return Address

City of Marysville
1049 State Avenue Suite 201
Marysville WA 98270



200510200065 6 PGS
10-20-2005 09:24am \$0.00
SNOHOMISH COUNTY, WASHINGTON

Please print or type information

Document Title(s) or transactions contained therein:
<ol style="list-style-type: none"> 1. Third Amendment of Schedule A Of Interlocal Agreements for 2. Jail Services 3. 4.
Grantor(s) (Last name first, then first name and initials)
<ol style="list-style-type: none"> 1. Marysville, City of 2. 3. 4. <input type="checkbox"/> Additional names on page ____ of document.
Grantee(s) (Last name first, then first name and initials)
<ol style="list-style-type: none"> 1. Arlington, City of 2. 3. 4. <input type="checkbox"/> Additional names on page ____ of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.)
N/A
<input type="checkbox"/> Additional legal is on page ____ of document
Reference Number(s) of Documents assigned or released:
200211060523,
<input type="checkbox"/> Additional numbers on page ____ of document.
Assessor's Property Tax Parcel/Account Number
N/A
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned
<input type="checkbox"/> Additional parcel numbers on page ____ of document
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

AFTER RECORDING RETURN TO:

City of Marysville
 1049 State Avenue
 Marysville, WA 98270

**Third Amendment of Schedule "A" of
 Interlocal Agreements of for Jail Services
 Authority of Marysville to receive, pay and be reimbursed
 For Snohomish County Jail Billings
 And to coordinate and move Arlington Prisoners
 from and in Snohomish County Jail
 Effective August 1, 2005**

THIS AMENDMENT of Schedule "A" TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington").

WHEREAS, Marysville has contracted with Snohomish County for four (4) jail bed days per month; and

WHEREAS, Arlington consents to granting Marysville the authority to receive and pay all Snohomish County Jail bills for the Arlington and to coordinate and move Arlington Prisoners to and from Snohomish County Jail; and

WHEREAS, Arlington has agreed to pay Marysville each month for two (2) of the four (4) jail bed days and any additional Snohomish County Jail bed costs in addition to the two (2) contracted amounts at a rate of \$ 56 per bed per day; and

WHEREAS, Arlington will reimburse Marysville for said jail bills; and

WHEREAS, Marysville will be responsible for prisoner coordination and all accounting to calculate which prisoners are in Snohomish County Jail and what bed days are being utilized and the costs of said bed days, and

WHEREAS, Marysville and Arlington believe this will result in savings on Jail costs and the Cities have agreed to Amend Schedule A to incorporate the above agreement, necessitating the amendment of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Arlington mutually agree as follows:

1. The Schedule "A" attached to the Interlocal Agreement for Jail Services dated August 1, 2002, is amended to add a section titled Snohomish County Jail Billings and shall be as attached hereto and incorporated by this reference.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated August 1, 2002 and all Amendments and Renewals thereto remain in place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 30th day of September, 2005.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By Margaret Larson
Margaret Larson, Mayor

By Dennis L Kendall
DENNIS KENDALL, Mayor

DATE: 9-13-05

DATE: 9-30-05

APPROVED as to form:

APPROVED as to form:

[Signature]
STEVEN J. PEIFFLE, City Attorney

[Signature]
GRANT K. WEED, City Attorney

DATE: 9-13-05

DATE: 9-29-05

/wpf/mv/arl.ajajs third amend SCJail billing

SCHEDULE A

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Arlington for such prisoner or defendant shall be adjusted by a credit in favor of the City of Arlington of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Arlington prisoners are relocated to another jail facility other than the Snohomish County jail, Arlington agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$50.00

*Arlington agrees to contract for eight (8) beds per day, 365 or 366 days per year, 240 bed days per month. Arlington will only be billed for additional bed days after they have used 240 bed days per month at a rate of \$50.00 per day per bed.

Snohomish County Jail Billings

Marysville has contracted with Snohomish County for four (4) jail bed days per day.

Arlington gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Arlington Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Arlington Prisoners to and from Snohomish County Jail.

Arlington agrees to pay Marysville each month for two (2) of the four (4) jail beds per day and any additional Snohomish County Jail bed costs in addition to the two (2) contracted amounts at a rate of \$ 56.00 per bed per day.

Arlington agrees to pay Marysville for costs of the beds reserved whether used or not.


Arlington will reimburse Marysville for said jail bills.

Marysville will be responsible for all accounting to calculate which prisoners are in Snohomish County Jail and what bed days are being utilized and the costs of said bed days.

Marysville will not take or move prisoners who are pre-trial on pending Arlington District Court Cases. Marysville will however, coordinated the jail billing for such prisoners as set forth above.

Return Address

City of Marysville
 1049 State Avenue Suite 201
 Marysville WA 98270



200410190056 4 PGS
 10-19-2004 09:23am \$22.00
 SNOHOMISH COUNTY, WASHINGTON

Please print or type information

<p>Document Title(s) or transactions contained therein:</p> <p>1. <i>Amendment of Schedule A of Interlocal Agreements</i> 2. 3. 4.</p>
<p>Grantor(s) (Last name first, then first name and initials)</p> <p>1. <i>Marysville, City of</i> 2. 3. 4. <input type="checkbox"/> Additional names on page ____ of document.</p>
<p>Grantee(s) (Last name first, then first name and initials)</p> <p>1. <i>Arlington, City of</i> 2. 3. 4. <input type="checkbox"/> Additional names on page ____ of document.</p>
<p>Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.)</p> <p><i>N/A</i> <input type="checkbox"/> Additional legal is on page ____ of document</p>
<p>Reference Number(s) of Documents assigned or released:</p> <p>NONE <i>2002 1106 0523</i> <input type="checkbox"/> Additional numbers on page ____ of document.</p>
<p>Assessor's Property Tax Parcel/Account Number</p> <p><i>N/A</i> <input type="checkbox"/> Property Tax Parcel ID is not yet assigned <input type="checkbox"/> Additional parcel numbers on page ____ of document</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.</p>

AFTER RECORDING RETURN TO:

City of Marysville
 1049 State Street
 Marysville, WA 98270

**Amendment of Schedule "A" of Interlocal Agreements of for
 Jail Services
 Jail Beds Reserved Reduced from 9 to 8 per day
 Effective October 1, 2004**

THIS AMENDMENT of Schedule "A" TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington").

WHEREAS, while Marysville and Arlington have agreed to Amend Schedule A with a reserved jail bed change, necessitating the amendment of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Arlington mutually agree as follows:

1. The Schedule "A", Daily maintenance fee is amended as follows:

Daily maintenance fee	<u>\$50.00</u>
	Effective 10/1/04

*Arlington agrees to contract for eight (8) beds per day, 365 or 366 days per year,

/wpf/mv/ar1.aiajs second amend reserved bed amend

240 bed days per month. Arlington will only be billed for additional bed days after they have used 240 bed days per month at a rate of \$50.00 per day per bed.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 7th day of October, 2004.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By Margaret Larson
By _____
MARGARET LARSON, Mayor

Dennis L Kendall
_____ DENNIS KENDALL, Mayor

DATE: _____
DATE: _____

APPROVED as to form:

APPROVED as to form:

Steven J. Peiffle
_____ STEVEN J. PEIFFLE, City Attorney

Grant K. Weed
_____ GRANT K. WEED, City Attorney

DATE: _____

DATE: 10-5-04

SCHEDULE A
Effective 10/1/04 to 12/31/2004

Booking fee \$32.30 is changed to \$32.00
Effective May 1, 2004

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Arlington for such prisoner or defendant shall be adjusted by a credit in favor of the City Arlington of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Arlington prisoners are relocated to another jail facility other than the Snohomish County jail, Arlington agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$50.00
Effective 10/1/04

*Arlington agrees to contract for eight (8) beds per day, 365 or 366 days per year, 240 bed days per month. Arlington will only be billed for additional bed days after they have used 240 bed days per month at a rate of \$50.00 per day per bed.

Return Address

City of Marysville
1049 State Avenue Suite 201
Marysville WA 98270



200412080521 4 PGS
12-08-2004 12:49pm \$22.00
SNOHOMISH COUNTY, WASHINGTON

Please print or type information.

<p>Document Title(s) or transactions contained therein:</p> <ol style="list-style-type: none"> 1. Amendment of Schedule A of Interlocal Agreements for 2. Jail Services 3. 4.
<p>Grantor(s) (Last name first, then first name and initials)</p> <ol style="list-style-type: none"> 1. Marysville, City of 2. 3. 4. <p><input type="checkbox"/> Additional names on page ____ of document.</p>
<p>Grantee(s) (Last name first, then first name and initials)</p> <ol style="list-style-type: none"> 1. Arlington, City of 2. 3. 4. <p><input type="checkbox"/> Additional names on page ____ of document.</p>
<p>Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.)</p> <p>N/A</p> <p><input type="checkbox"/> Additional legal is on page ____ of document</p>
<p>Reference Number(s) of Documents assigned or released:</p> <p><input type="checkbox"/> Additional numbers on page ____ of document. 200211060523</p>
<p>Assessor's Property Tax Parcel/Account Number</p> <p>N/A</p> <p><input type="checkbox"/> Property Tax Parcel ID is not yet assigned</p> <p><input type="checkbox"/> Additional parcel numbers on page ____ of document</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.</p>

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Street
Marysville, WA 98270

**Amendment of Schedule "A" of Interlocal Agreements of for
Jail Services
Booking Fee
Change from \$32.32 to \$32.00
Effective May 1, 2004**

THIS AMENDMENT of Schedule "A" TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington").

WHEREAS, while Marysville and Arlington have agreed to Amend Schedule A with a booking fee change, necessitating the amendment of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Arlington mutually agree as follows:

1. The Schedule "A", booking fee is changed from \$32.30 to \$32.00 which shall be effective May 1, 2004 through December 31, 2004

/wpf/mv/arl.aiajs second amend booking fee amend

shall be as attached hereto and incorporated by this reference.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 26th day of April, 2004.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By Margaret Larson
MARGARET LARSON, Mayor

By Dennis L Kendall
DENNIS KENDALL, Mayor

DATE: 11-9-04

DATE: 4-26-04

APPROVED as to form:

APPROVED as to form:

Steven J. Peiffer
STEVEN J. PEIFFER, City Attorney

Grant K. Weed
GRANT K. WEED, City Attorney

DATE: 11-9-04

DATE: 4-22-04

SCHEDULE A

Effective 5/1/2004 to 12/31/2004

Booking fee \$32.30 is changed to \$32.00
Effective May 1, 2004

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Arlington for such prisoner or defendant shall be adjusted by a credit in favor of the City Arlington of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Arlington prisoners are relocated to another jail facility other than the Snohomish County jail, Arlington agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$50.00

*Arlington agrees to contract for nine (9) beds per day, 365 or 366 days per year, 270 bed days per month. Arlington will only be billed for additional bed days after they have used 270 bed days per month at a rate of \$50.00 per day per bed.

Return Address

City of Marysville
1049 State Avenue Suite 201
Marysville WA 98270



200402100372 5 PGS
02-10-2004 11:40am \$23.00
SNOHOMISH COUNTY, WASHINGTON

Please print or type information

Document Title(s) or transactions contained therein:
1. Second Amendment to Interlocal Agreement for Jail Services 2. 3. 4.
Grantor(s) (Last name first, then first name and initials)
1. Marysville, City of 2. 3. 4. <input type="checkbox"/> Additional names on page ____ of document.
Grantee(s) (Last name first, then first name and initials)
1. Arlington, City of 2. 3. 4. <input type="checkbox"/> Additional names on page ____ of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.)
N/A
<input type="checkbox"/> Additional legal is on page ____ of document
Reference Number(s) of Documents assigned or released:
N/A 200211060523
<input type="checkbox"/> Additional numbers on page ____ of document.
Assessor's Property Tax Parcel/Account Number
N/A
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned
<input type="checkbox"/> Additional parcel numbers on page ____ of document
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

AFTER RECORDING RETURN TO:

City of Marysville
4822 Grove Street
Marysville, WA 98270

**SECOND AMENDMENT TO
INTERLOCAL AGREEMENT
FOR JAIL SERVICES**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington").

WHEREAS, on August 1, 2002 Marysville and Arlington entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement"; and

WHEREAS, renewals of the Agreement are subject to agreement on the rate and payment for the booking fee and daily maintenance fee set forth in Schedule A of said Agreement and as set forth in the FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES; and

WHEREAS, while Marysville and Arlington have agreed to a Schedule for the booking fee and daily maintenance fee, necessitating the amendment of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Arlington mutually agree as follows:

/wpf/mv/arl.aiajs second amend

1. The Schedule A, booking fee, daily maintenance fee and inmate transfer administrative fee which shall be effective January 1, 2004 through December 31, 2004 shall be as attached hereto and incorporated by this reference.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated August 1, 2002 and the FIRST AMENDMENT TO INTERLOCAL FOR JAIL SERVICES dated July 28, 2003 shall remain in full force and effect unchanged. This Amendment to Interlocal Agreement For Jail Services shall be effective January 1, 2004.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 16th day of December, 2003.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By Robert Kraski
By Dennis L. Kendall

ROBERT KRASKI, Mayor

~~DAVID WEISER, Mayor~~

DENNIS L. KENDALL, Mayor

DATE: 12-16-03

DATE: 1-12-04

APPROVED as to form:

APPROVED as to form:

Steven J. Peiffle

Grant K. Weed

STEVEN J. PEIFFLE, City Attorney GRANT K. WEED, City Attorney

DATE: _____

DATE: 1-13-04

/wpf/mv/art.alajs second amend

SCHEDULE A
Effective 1/1/2004 to 12/31/2004

Booking fee \$32.30

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Arlington for such prisoner or defendant shall be adjusted by a credit in favor of the City Arlington of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Arlington prisoners are relocated to another jail facility other than the Snohomish County jail, Arlington agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$50.00

*Arlington agrees to contract for nine (9) beds per day, 365 or 366 days per year, 270 bed days per month. Arlington will only be billed for additional bed days after they have used 270 bed days per month at a rate of \$50.00 per day per bed.

cc: Police Dept. 196
orig: file



200309030999 5 PGS
09-03-2003 02:11pm \$23.00
SNOHOMISH COUNTY, WASHINGTON

Return Address

City of Marysville
1049 State Avenue Suite 201
Marysville WA 98270

Please print or type information

Document Title(s) or transactions contained therein: 1. First Amendment to Interlocal Agreement for Jail Services 2. 3. 4.
Grantor(s) (Last name first, then first name and initials) 1. Marysville, City of 2. 3. 4. <input type="checkbox"/> Additional names on page ____ of document.
Grantee(s) (Last name first, then first name and initials) 1. Arlington, City of 2. 3. 4. <input type="checkbox"/> Additional names on page ____ of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.) N/A <input type="checkbox"/> Additional legal is on page ____ of document
Reference Number(s) of Documents assigned or released: N/A <input type="checkbox"/> Additional numbers on page ____ of document.
Assessor's Property Tax Parcel/Account Number N/A <input type="checkbox"/> Property Tax Parcel ID is not yet assigned <input type="checkbox"/> Additional parcel numbers on page ____ of document
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

AFTER RECORDING RETURN TO:

City of Marysville
4822 Grove Street
Marysville, WA 98270

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT
FOR JAIL SERVICES**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington").

WHEREAS, on August 1, 2002 Marysville and Arlington entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement"; and

WHEREAS, Section 5 of the Agreement provides that Arlington shall have an option to renew the Agreement for a three year term commencing January 1, 2003 and ending December 31, 2005; and

WHEREAS, Arlington has indicated its intention to exercise its option to renew the Agreement; and

WHEREAS, renewals of the Agreement are subject to agreement on the rate and payment for the booking fee and daily maintenance fee set forth in Schedule A of said Agreement; and

WHEREAS, while Marysville and Arlington have agreed to a Schedule for the booking fee and daily maintenance fee which may be reviewed and revised by

Marysville on an annual basis rather than during the three year renewal term, necessitating the amendment of the Agreement; and

WHEREAS, the parties have agreed to pass through the actual costs of housing Arlington prisoners in jail facilities of other jurisdictions and have agreed to an inmate transfer administrative fee;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Arlington mutually agree as follows:

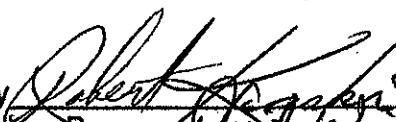
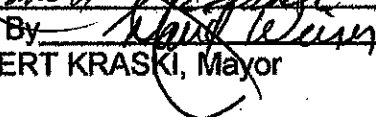
1. The Interlocal Agreement for Jail Services entered into between the parties on August 1, 2002 shall be renewed for a three year term commencing January 1, 2003 and ending December 31, 2005.
2. There shall be added to Schedule A of the Agreement a one time administrative fee for the transfer of each inmate from the Marysville Jail to another jail facility.
3. The Schedule A, booking fee, daily maintenance fee and inmate transfer administrative fee which shall be effective January 1, 2003 through December 31, 2003 shall be as attached hereto and incorporated by this reference. During July of each year said fees shall be reviewed and revised by Marysville effective the following January, and a revised Schedule A reflecting said revised fees shall be attached in place of the existing Schedule A. Marysville shall give Arlington written notice of the revised fee schedule prior to September 1 of each year. Sections 4 and 5 of the Agreement shall be deemed to be amended to be consistent herewith.
4. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated August 1, 2002 shall remain in full

force and effect unchanged. This Amendment to Interlocal Agreement For Jail Services shall be effective January 1, 2003.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 28th day of July, 2003.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By 
By 

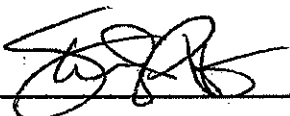
ROBERT KRASKI, Mayor

DAVID WEISER, Mayor

DATE: _____
DATE: 7-28-03

APPROVED as to form:

APPROVED as to form:





STEVEN J. PEIFFLE, City Attorney

GRANT K. WEED, City Attorney

DATE: _____

DATE: 7-28-03

SCHEDULE A
Effective 1/1/2003 to 12/31/2003

Booking fee	\$32.30
Daily maintenance fee	\$51.68
Inmate transfer administrative fee	\$10.00

* In cases where Arlington prisoners are relocated to another jail facility other than the Snohomish County jail, Arlington agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.



200211060523 200211060523

11/06/2002 02:11 PM Snohomish
P.0010 RECORDED County

AFTER RECORDING RETURN TO:

CITY OF MARYSVILLE
4822 GROVE ST.
MARYSVILLE, WA 98270

ORIGINAL

**INTERLOCAL AGREEMENT
FOR JAIL SERVICES**

THIS INTERLOCAL AGREEMENT FOR JAIL SERVICES (hereinafter "Agreement") is made and entered into by and between the CITY OF MARYSVILLE (hereinafter "Marysville"), and the CITY OF ARLINGTON (hereinafter "Arlington").

WHEREAS, Chapters 39.34 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and

WHEREAS, Marysville has a jail facility, and Arlington desires to enter into this agreement to utilize Marysville's jail facility and the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Arlington mutually agree as follows:

1. **DEFINITIONS.** Unless the context clearly shows another usage is intended, the following terms shall have the following meanings in this agreement:

a. **Marysville Jail** means a place owned and operated by Marysville primarily designed, staffed and used for the housing of adults charged with a criminal offense; for the punishment and correction of offenders after conviction of a criminal offense; or for confinement and/or holding during a criminal investigation, or a civil detention to enforce a court order. As of the date of the execution of this agreement, this jail is located at 1635 Grove, Marysville, Washington.

200211060523

b. **Arlington prisoner** means a person arrested by Arlington Police and held and confined in the Marysville Jail (either pre- or post-trial) pursuant to a violation of a Arlington ordinance or a violation of state law which designates the crime for which the person is held to be a misdemeanor or gross misdemeanor. The term **Arlington prisoner** shall not include a person arrested for a felony offense by Arlington Police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non-Arlington Police officer, or a person charged by the County Prosecutor with a felony or an attempt to commit a felony, even if there is a plea to or a conviction of a lesser offense. An Arlington prisoner shall not include juveniles.

2. **JAIL AND HEALTH SERVICES.**

a. For prisoners accepted under this Agreement, Marysville shall accept Arlington prisoners and furnish jail facilities, booking, custodial services, and personnel for the confinement of Arlington prisoners equal to those Marysville provides for the confinement of its own prisoners. Medical costs for emergency or necessary health care for Arlington prisoners shall be the responsibility of Arlington. In the event an inmate is transported to the hospital, the hospital shall be directed to bill Arlington directly. With respect to inmate prescriptions, Arlington agrees to utilize the same pharmacies as Marysville, and Arlington shall be billed directly for its inmates' prescriptions. Arlington retains the option to contract with medical providers to provide medical service to Arlington prisoners. Marysville shall notify Arlington prior to outside medical care being provided for a Arlington prisoner; provided, however, that when emergency medical care is required in life-threatening circumstances, the notification may occur as soon as practicable, which may be after emergency medical care has been provided.

b. While Marysville will have the primary responsibility for transporting prisoners to the Snohomish County Jail and to medical care providers during the initial six months of this agreement, Marysville may request Arlington to provide the transport of prisoners when Marysville Jail and police staff are unavailable. The rate and payment amount set forth in **Schedule A** shall include the cost of transport of Arlington prisoners.

3. **ACCEPTANCE OF PRISONERS.**

a. Arlington understands that Marysville will accept prisoners on a nonexclusive basis under this Agreement. The acceptance of prisoners is subject to space being available. Marysville will endeavor to provide five beds for Arlington prisoners and may at Marysville's discretion provide more beds if available. Marysville reserves the right to reserve space in the jail for its anticipated prisoner needs and may require the removal of Arlington prisoners

to accommodate Marysville prisoners. If Arlington prisoners are to be displaced and must be removed from the jail, Marysville agrees to provide Arlington with notice in writing that the Arlington prisoner must be removed.

b. Prisoners may not be incarcerated in the Marysville Jail longer than thirty (30) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her 30-day sentence in the Marysville Jail and still have additional days of jail time, Arlington will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Arlington of Marysville's actual costs. Should transportation be required for Arlington inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Arlington.

c. Arlington agrees that if any Arlington prisoner is deemed out of control or dangerous by the personnel at the Marysville Jail, on eight (8) hours' notice from Marysville to Arlington, Arlington shall make arrangements to remove and transport to another facility. Marysville may also refuse to book any persons who are suspected to be an extreme danger to themselves or to other inmates. In cases where an Arlington prisoner has obvious medical needs, Arlington shall transport such prisoner to a medical facility for treatment prior to being booked into Marysville's Jail. In all cases, Arlington officers will remain at the Marysville Jail until the prisoner is accepted by the Marysville custody staff.

4. **RATE AND PAYMENT.** Arlington shall pay Marysville at a rate per prisoner on a 24-hour basis (or portion of 24 hours) set out in **Schedule A** attached hereto. Said rates shall be adjusted from time to time by mutual agreement in advance of the renewal of any term of this agreement as provided in Section 6. Arlington shall be responsible for all costs for the transport of its prisoners.

a. Payment shall be made promptly by Arlington to Marysville within thirty (30) days after a monthly statement is submitted by Marysville to Arlington.

b. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, an adjustment shall be applied to the next month's statement, or if the agreement has terminated, by an appropriate payment from one to the other. The parties agree to meet at least once each year to examine and verify charges for the previous year. The parties shall enter into a written agreement verifying and reconciling charges for the previous year and closing the books on an annual basis.

c. Should the prisoner be sentenced to pay a portion of the daily rate, that amount will be deducted from the full daily rate.

5. **DURATION.** The initial term of this agreement shall commence upon execution by both parties and shall expire on December 31, 2002. Arlington shall have an option to renew this agreement for a three-year term commencing on January 1, 2003 and ending on December 31, 2005, and a second renewal for a four-year term, commencing on January 1, 2006 and ending on December 31, 2009. Said renewals shall be subject only to mutual agreement of the parties with the rate and payment set forth in **Schedule A**.

6. **RECORD KEEPING (BOOKING).** Marysville agrees to maintain a system of record keeping relative to the booking and confinement of each Arlington prisoner in such style and manner as equivalent to Marysville's records pertaining to its own prisoners. Such records shall include, but not be limited to, the following information: defendant's name, charge, booking date, release date, and manner of release (i.e., personal recognizance, bond, cash bail). Along with monthly billing statements, Marysville shall submit to Arlington or its authorized representatives copies of said records.

7. **BOOKING PROCEDURE.** Prisoners will be booked by Marysville according to procedures and policies of Marysville by completing for each such prisoner an appropriate booking sheet with a copy to be provided to Arlington, if requested. Personal property will be held by Marysville in the same manner as for its own prisoners.

8. **RELEASE OF ARLINGTON PRISONERS FROM MARYSVILLE JAIL.** No Arlington prisoner confined in the Marysville jail subject to this Agreement shall be released except:

- a. When requested by a member of Arlington Police Department;
- b. In compliance with orders of the court in those matters in which the courts have jurisdiction;
- c. For appearance in court;
- d. For interviews by Arlington Police or attorneys;
- e. If the prisoner has served his or her sentence or the charge pending against the prisoner has been dismissed; or
- f. As determined by the Marysville Chief of Police or his designee as part of a plan to reduce prisoner population as a result of facility overcrowding; PROVIDED, however, Arlington prisoners shall be released or relocated to a mutually agreed upon facility on a "first in first out" basis.

/mv/lis.iajs (6/24/99)

g. Where in the discretion of the custody/patrol supervisor or jail administrator such release is warranted, Marysville shall notify Arlington Police of such event as soon as possible.

9. **ALTERNATIVE/PARTIAL CONFINEMENT.** Arlington prisoners shall be considered for Marysville's alternative and partial confinement programs on an equal basis with Marysville prisoners and subject to the same rules and regulations, as well as potential sanctions, for program rule violations. Arlington shall have access to all alternative sentencing options which are available now and which may become available in the future. Prisoner participation in such programs may be limited to an operational capacity as identified by Marysville. Alternative and partial confinement programs shall include, but not be limited to, work release and work crew. It is understood by the parties that the term "alternative confinement program" shall include electronic home monitoring.

10. **ACCESS TO ARLINGTON PRISONERS.** All Arlington Police officers, investigators, interpreters, mental health professionals, the prosecuting attorney and the prisoner's counselor or assigned counsel shall have the right to interview the prisoner inside the confines of the Marysville Jail, subject only to necessary security rules. Interview rooms will be made available to Arlington Police and others in equal priority with those made available for Marysville prisoners.

11. **OPERATION OF JAIL.** Marysville agrees to operate the jail to current professional standards and practices in accordance with all state and federal standards, whether set by constitution, statute or regulation. Arlington shall receive equal treatment to that supplied to Marysville's own prisoners.

12. **INDEMNIFICATION.**

a. Except as otherwise provided in 12(c), Arlington agrees to defend, indemnify and hold harmless Marysville and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Arlington, its officers, agents and employees, or any of them in arresting, detaining, charging or transporting prisoners. In the event that any suit based upon such a claim, action, loss or damage is brought against Marysville, Arlington shall defend the same at its sole cost and expense; provided, that Marysville retains the right to participate in said suit if any principle of governmental or public law is involved; and if a final judgment is rendered against Marysville, its officers, agents, employees or any of them or jointly against Marysville and Arlington and their respective officers, agents and employees or any of them, Arlington shall satisfy and discharge the same.

b. Except as otherwise provided in 12(c), Marysville shall defend, indemnify and hold harmless Arlington and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Marysville, its officers, agents and employees, or any of them in confining or releasing persons who have been presented to and accepted by the Marysville Jail by Arlington, its officers, agents and employees while said persons are in the Jail or in the custody of Marysville outside the Jail, except to the extent said claim, action, loss or damage is the result of the negligence of Arlington. In the event that any suit based upon such a claim, action, loss or damage is brought against Arlington, Marysville shall defend the same at its sole cost and expense, provided that Arlington retains the right to participate in said suit if any principle of governmental or public law is involved, and if a final judgment is rendered against Arlington, its officers, agents and employees or any of them, or jointly against Arlington and Marysville and their respective officers, agents and employees or any of them, Marysville shall satisfy and discharge the same.

c. In the event of the concurrent negligence of the parties, each party shall be responsible for payment of any claim or judgment in proportion to the percentage fault attributed to that party.

d. The indemnities provided for in this paragraph 12 shall apply to all legal costs and attorneys' fees incurred by the party indemnified. In any action to enforce the indemnities provided for in this paragraph, the prevailing party shall be entitled to recovery of costs and attorneys' fees for the enforcement of these indemnities.

13. **INSURANCE.** At the date of entering into this agreement, Arlington and Marysville are each members of the Washington Cities Insurance Authority (WCIA). So long as each city is a member of the WCIA, it agrees to abide by the WCIA compact and all other applicable rules, regulations and requirements that are necessary to keep each city as a member in good standing. In the event either party to this agreement ceases to be a member of WCIA, the parties shall renegotiate the insurance provisions of this agreement with the intent being the provision of insurance which adequately covers the nature of the risks associated with each party's responsibilities under this agreement.

14. **TERMINATION OF AGREEMENT.** Arlington shall provide written notice of its intent to terminate this agreement without cause not less than 180 days prior to expiration of this agreement. Marysville shall provide written notice of its intent to terminate this agreement not less than one hundred eighty (180) days prior to expiration of this agreement (or any renewal thereof). In the event of termination of this agreement (or any extension thereof), the parties will work cooperatively to ensure the orderly transition of defendants from Marysville jail to the new facility.

15. DISPUTE RESOLUTION.

a. The Police Chiefs for each city and appropriate staff shall meet quarterly to discuss any pending issues and to resolve disputes, if any.

b. It is the parties' intent to resolve any disputes relating to the interpretation or application of this agreement informally through discussions at the staff level as described in paragraph 15(a) above. In the event disputes cannot be resolved informally, resolution shall be sought by the City Administrators. If the City Administrators reach no resolution within thirty (30) days, the parties agree to submit the dispute to nonbinding mediation/dispute resolution.

16. WAIVER. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later nonperformance.

17. ASSIGNMENT. Neither this Agreement nor any interest herein or claim hereunder shall be assigned or transferred, in whole or in part, by either Marysville or Arlington to any other person or entity without the prior written consent of the other party. In the event that such prior written consent to an assignment is granted, the assignee shall assume all duties, obligations and liabilities of its assignor stated in this Agreement.

18. INDEPENDENT CONTRACTOR. Each party to this agreement is an independent contractor with respect to the subject matter herein. Nothing in this agreement shall make any employee of Marysville an employee of Arlington, and vice versa, for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges according to either city's employee by virtue of their employment. At all times pertinent hereto, employees of Marysville are acting as Marysville employees and employees of Arlington are acting as Arlington employees.

19. PARTIAL INVALIDITY. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

20. ASSIGNABILITY. The rights, duties and obligations of either party to this agreement may not be assigned to any third party without the prior

written consent of the other party, which consent shall not be unreasonably withheld.

21. NO THIRD-PARTY RIGHTS. Except as expressly provided herein, nothing in this agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

22. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

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

24. INTEGRATION. This written Agreement constitutes the complete and final agreement between Marysville and Arlington. There are no other oral or written agreements between the parties as to the subjects covered by this Agreement. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

25. NOTICES AND ADMINISTRATOR. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

TO CITY OF ARLINGTON:

City Administrator
238 North Olympic Ave.
Arlington, WA 98223

TO CITY OF MARYSVILLE:

Chief Administrative Officer
4822 Grove Street
Marysville, WA 98270

The Marysville Chief of Police shall serve as Marysville's administrator or responsible official for this Agreement. The Chief of Police for Arlington shall

serve as Arlington's administrator or responsible official for this Agreement.

26. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington as they now read or are hereafter amended.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 1st day of August, 2002.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By 
ROBERT KRASKI, Mayor

By 
DAVE WEISER, Mayor

DATE: 8-27-02

DATE: 7-22-02

APPROVED as to form:

APPROVED as to form:


STEVE J. PEIFFLE, City Attorney


GRANT K. WEED, City Attorney

DATE: 8-27-02

DATE: 7-22-02

200211060523

SCHEDULE A

Booking fee	\$32.30
Daily maintenance fee	\$51.68

200211060523

Index #11

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

AGENDA ITEM: Lake Stevens Jail Services Agreement Amendment to Schedule A	AGENDA SECTION:	
PREPARED BY: Wendy Wade, Support Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Lake Stevens Contract Renewal	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This agreement is a change to Schedule A. The remainder of the agreement is unchanged. Effective January 1, 2014 changes to Schedule A are:

Booking Fee	from \$41.82 to \$42.32
Daily fee per inmate	from \$62.73 to \$63.23
Transportation fee (each transport)	from \$41.82 to \$42.32

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form.

RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the Lake Stevens agreement for jail services.
COUNCIL ACTION:

AFTER RECORDING RETURN TO:

City of Marysville
 1049 State Avenue
 Marysville, WA 98270

**Tenth Amendment
 Interlocal Agreement for Jail Services
 Lake Stevens
 Amendment of Schedule "A":
 Booking Fee \$42.32;
 Transport Fee \$42.32
 Daily Maintenance Fee \$63.23 (5 beds per day),
 Effective January 1, 2014.**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999 Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services (hereinafter known as "Agreement"); and,

WHEREAS, on December 10, 2001 Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003 Marysville and Lake Stevens entered into a Second Amendment to the agreement for Jail Services; and

WHEREAS, on December 11, 2003, Marysville and Lake Stevens entered into a Third Amendment to the agreement for Jail Services; and

WHEREAS, on May 1, 2004 Marysville and Lake Stevens entered into a Amendment of Schedule "A" of Interlocal Agreement for Jail Services – Booking Fee – Change form \$32.30 to \$32.00 effective May 1, 2004; and

WHEREAS, On September 30, 2005 the parties entered into the Fourth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Authority of

page 1 of 4

Marysville to receive, pay and be reimbursed for Snohomish County Jail Billings and to coordinate and move Lake Stevens Prisoners from and in Snohomish County Jail Effective September 1, 2005; and

WHEREAS, On November 13, 2006 the parties entered into the Fifth Amendment of Schedule "A" of interlocal Agreement for Jail Services Changes per Bed per Day (Daily Maintenance) fee from \$50 to \$52 and Snohomish County Jail Billings fee from \$56 to \$58.45 Effective January 1, 2007; and

WHEREAS, On March 29, 2009 the parties entered into the Sixth Amendment and Renewal to Interlocal Agreement For jail services 2009 to 2012 and Amendment of Schedule "A" Other Jail Billing Fees Effective January 1, 2009; and

WHEREAS, On October 12, 2009 the parties entered into the Seventh Amendment and Amendment of Schedule A;

WHEREAS, On September 12, 2011 the parties entered into the Eighth Amendment relating to 90 day facility;

WHEREAS, On December 10, 2012 the parties entered into the Ninth Amendment Renewal from 2013 through 2016'

WHEREAS, Marysville and Lake Stevens have agreed to Amend **Schedule "A"** as follows, Booking Fee from \$40 to \$42.32, Transportation Fee from \$40.00 to \$42.32 per trip, Daily Maintenance Fee from \$60.00 to \$63.23 (5 beds per day) - Effective January 1, 2014 necessitating the amendment of the Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. **Schedule A**, is as adopted and attached to this agreement as **Schedule A** and Amended as follows, Booking Fee from \$40 to \$42.32, Transportation Fee from \$40.00 to \$42.32 per trip, Daily Maintenance Fee from \$60.00 to \$63.23, (5 beds per day) - Effective January 1, 2014
2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated September 27, 1999 and all of the written amendments set forth above shall remain in full force and effect unchanged.
3. **APPROVALS AND FILING.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that

page 2 of 4

such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2013.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By _____
VERN LITTLE, Mayor

By _____
JON NEHRING, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

GRANT K. WEED, City Attorney

GRANT K. WEED, City Attorney

DATE: _____

DATE: _____

Attest: _____
Norma Scott, City Clerk

Attest: _____
APRIL O'BRIEN, Deputy City Clerk

SCHEDULE A
Effective January 1, 2014

Booking fee \$42.43 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$20.00

In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville Transportation Fee \$42.32 per trip

Lake Stevens agrees to pay Marysville a Transportation Fee of \$42.32 per prisoner for roundtrip transportation from Snohomish County jail to all court proceedings.

Daily maintenance fee \$63.32 **

Lake Stevens agrees to contract for five (5) beds per day, 365 or 366 days per year at a rate of \$63.32 per day per bed.

Snohomish County Jail

Lake Stevens gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Lake Stevens Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Lake Stevens Prisoners to and from Snohomish County Jail.

Other Jail Billings

Marysville will be reimbursed by Lake Stevens for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Lake Stevens Prisoners.

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

**Ninth Amendment Paragraph 5 Duration
and Renewal of
Interlocal Agreement For jail services
2013 through 2016
Effective January 1, 2013.**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999 Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services (hereinafter known as "Agreement"); and,

WHEREAS, on December 10, 2001 Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003 Marysville and Lake Stevens entered into a Second Amendment to the agreement for Jail Services; and

WHEREAS, on December 11, 2003, Marysville and Lake Stevens entered into a Third Amendment to the agreement for Jail Services; and

WHEREAS, on May 1, 2004 Marysville and Lake Stevens entered into a Amendment of Schedule "A" of Interlocal Agreement for Jail Services – Booking Fee – Change form \$32.30 to \$32.00 effective May 1, 2004; and

WHEREAS, On September 30, 2005 the parties entered into the Fourth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Authority of Marysville to receive, pay and be reimbursed for Snohomish County Jail Billings and to coordinate and move Lake Stevens Prisoners from and in Snohomish County Jail Effective September 1, 2005; and

WHEREAS, On November 13, 2006 the parties entered into the Fifth Amendment of Schedule "A" of interlocal Agreement for Jail Services Changes per Bed per Day (Daily

Maintenance) fee from \$50 to \$52 and Snohomish County Jail Billings fee from \$56 to \$58.45 Effective January 1, 2007; and

WHEREAS, On March 29, 2009 the parties entered into the Sixth Amendment and Renewal to Interlocal Agreement For jail services 2009 to 2012 and Amendment of Schedule "A" Other Jail Billing Fees Effective January 1, 2009; and

WHEREAS, on October 12, 2009 the parties entered into the Seventh Amendment to Interlocal Agreement for Jail Services Revising the Notice Period for Termination; and Amendment of Schedule "A" fees effective January 1, 2010; and

WHEREAS, on September 12, 2011 the parties entered into the Eighth Amendment of Interlocal Agreements for Jail Services - Amending Paragraph 3 Section b (3 b) Relating to 90 days Detention Facility Limits Effective May 24, 2011

WHEREAS, the parties have agreed to extend and renew the term of the Agreement for an additional four year period of time from January 1, 2013 through December 31, 2016 incorporating all of the revisions made by the amendments referenced above.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. Paragraph 5 DURATION of the Agreement shall be amended to read as follows:

"The parties agree to renew this Agreement for an additional four-year term from January 1, 2013 to December 31, 2016. The parties may negotiate additional renewal periods."

2 Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated September 27, 1999 and all of the written amendments set forth above shall remain in full force and effect unchanged.

IN WITNESS WHEREOF, the parties have hereunto set their hands and

seals this 10th day of December, 2012.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By Vern Little
VERN LITTLE, Mayor

By John Nehring
JOHN NEHRING, Mayor

DATE: 1-24-13

DATE: 12-10-12

APPROVED as to form:

Grant K. Weed
GRANT K. WEED, City Attorney
San Antonio, Texas

DATE: *1-16-13*

Attest: *Norma Scott*
NORMA SCOTT, City Clerk

APPROVED as to form:

Grant K. Weed
GRANT K. WEED, City Attorney

DATE: *12/10/12*

Attest: *April O'Brien*
APRIL O'BRIEN, Deputy City Clerk

AFTER RECORDING RETURN TO:

City of Marysville
 1049 State Avenue
 Marysville, WA 98270

**Eighth Amendment of Interlocal Agreements for
 Jail Services – Lake Stevens
 Amending Paragraph 3 Section b (3 b)
 Relating to 90 days Detention Facility Limits
 Effective May 24, 2011**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, WHEREAS, on September 27, 1999 Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services (hereinafter known as "Agreement"); and,

WHEREAS, the City of Marysville adopted Ordinance 2859, effective May 23, 2011, amending Marysville Municipal Code Chapter 2.45 relating to Jail/Detention Facilities; a "Detention Facility" being a 90 jail day facility by definition pursuant to RCW 70.48.020 (4).

RCW 70.48.040 (4) "Detention facility" means a facility operated by a governing unit primarily designed, staffed, and used for the temporary housing of adult persons charged with a criminal offense prior to trial or sentencing and for the housing of adult persons for purposes of punishment and correction after sentencing or persons serving terms not to exceed ninety days.

WHEREAS, the parties wish to amend Paragraph 3 Section b (3 b) of the Interlocal Agreement for Jail Services to utilize the 90 day facility limit instead of the 30 day limit.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. **Paragraph 3 ACCEPTANCE OF PRISONERS, Section b (3 b)** of the Agreement shall be amended to read as follows

b. Prisoners may not be incarcerated in the Marysville Jail longer than ~~thirty (30)~~ ninety (90) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her ~~30-90~~ day sentence in the Marysville Jail and still have additional days of jail time,

Page 1 of 2

g/mv/M-02033/Jail ILA/ls.aiajs Eighth Amend 90 days

ORIGINAL

Lake Stevens will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Lake Stevens of Marysville's actual costs. Should transportation be required for Lake Stevens' inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Lake Stevens.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated September 27, 1999 and all Amendments thereto shall remain in full force and effect unchanged. This Eighth Amendment to Interlocal Agreement for Jail Services shall be effective May 24, 2011.

3. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12th day of September, 2011.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By *Vern Little*
VERN LITTLE, Mayor

By *John Nehring*
JOHN NEHRING, Mayor

DATE: 10-13-11

DATE: 9-12-11

APPROVED as to form:

APPROVED as to form:

Grant K. Weed
GRANT K. WEED, City Attorney

Grant K. Weed
GRANT K. WEED, City Attorney

DATE: 9-1-11

DATE: 9-1-11

Attest: *Norma Scott*
NORMA SCOTT, City Clerk

Attest: *April O'Brien*
APRIL O'BRIEN, Deputy City Clerk

AFTER RECORDING RETURN TO:

City of Marysville
 1049 State Avenue
 Marysville, WA 98270

**Seventh Amendment
 Interlocal Agreement for Jail Services
 Lake Stevens;
 Revising the Notice Period for Termination; and
 Amendment of Schedule "A":
 Booking Fee from \$32 to \$40,
 Inmate Transfer administrative fee from \$10.00 to \$20.00,
 Daily Maintenance Fee from \$52.00 to \$60.00,
 (Bed space increased from 3 to 5 daily beds) and
 Transportation Fee (new in 2010) \$40.00 per trip,
 and a yearly COLA increase up to 2.25%
 on Booking Fees and Daily Maintenance Fees.
 Effective January 1, 2010.**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999 Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services (hereinafter known as "Agreement"); and,

WHEREAS, on December 10, 2001 Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003 Marysville and Lake Stevens entered into a Second Amendment to the agreement for Jail Services; and

WHEREAS, on December 11, 2003, Marysville and Lake Stevens entered into a

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g/mv/M-02-033/Jail ILA/ls.aiajs seventh amend Termination and Schedule A 2010 revised 100109

ORIGINAL

Third Amendment to the agreement for Jail Services; and

WHEREAS, on May 1, 2004 Marysville and Lake Stevens entered into a Amendment of Schedule "A" of Interlocal Agreement for Jail Services – Booking Fee – Change form \$32.30 to \$32.00 effective May 1, 2004; and

WHEREAS, On September 30, 2005 the parties entered into the Fourth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Authority of Marysville to receive, pay and be reimbursed for Snohomish County Jail Billings and to coordinate and move Lake Stevens Prisoners from and in Snohomish County Jail Effective September 1, 2005; and

WHEREAS, On November 13, 2006 the parties entered into the Fifth Amendment of Schedule "A" of interlocal Agreement for Jail Services Changes per Bed per Day (Daily Maintenance) fee from \$50 to \$52 and Snohomish County Jail Billings fee from \$56 to \$58.45 Effective January 1, 2007; and

WHEREAS, On March 29, 2009 the parties entered into the Sixth Amendment and Renewal to Interlocal Agreement For jail services 2009 to 2012 and Amendment of Schedule "A" Other Jail Billing Fees Effective January 1, 2009; and

WHEREAS, the parties wish to amend Paragraph 14 of the Agreement to provide for 180 days written notice by either party to terminate the agreement; and

WHEREAS, Marysville and Lake Stevens have agreed to Amend **Schedule "A"** as follows, Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$60.00, (increasing from 3 to 5 daily beds), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 necessitating the amendment of the Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. Paragraph 14 is amended to read as follows:

14. **TERMINATION OF AGREEMENT.** Either party shall provide 180 days written notice of its intent either to terminate or not to renew this agreement. In the event of termination of this agreement (or any extension thereof), the parties will work cooperatively to ensure the orderly transition of defendants from Marysville jail to the new facility.

2. **Schedule A**, is amended as follows: Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$60.00, (increasing from 3 to 5 daily beds), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated September 27, 1999 and all of the written amendments set forth above shall remain in full force and effect unchanged.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12th day of October, 2009.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By *Vern Little*
VERN LITTLE, Mayor

By *Dennis L Kendall*
DENNIS KENDALL, Mayor

DATE: 10/22/09
APPROVED as to form:

DATE: 10/12/09
APPROVED as to form:

Grant K Weed per waiver
GRANT K. WEED, City Attorney

Grant K Weed per waiver
GRANT K. WEED, City Attorney

DATE: 10/14/09
Attest:

DATE: 10/14/09
Attest:

Norma Scott
Norma Scott, City Clerk

Tracy Jeffries
Tracy Jeffries, City Clerk
April D'Beier Deputy

SCHEDULE A
Effective January 1, 2010

Booking fee \$40.00 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$20.00

In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville Transportation Fee (new in 2010) \$40.00 per trip

Lake Stevens agrees to pay Marysville a Transportation Fee of \$40.00 per prisoner for roundtrip transportation from Snohomish County jail to all court proceedings.

Daily maintenance fee \$60.00 **

Lake Stevens agrees to contract for five (5) beds per day, 365 or 366 days per year at a rate of \$60.00 per day per bed.

Snohomish County Jail

Lake Stevens gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Lake Stevens Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Lake Stevens Prisoners to and from Snohomish County Jail.

Other Jail Billings

Marysville will be reimbursed by Lake Stevens for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Lake Stevens Prisoners.

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

LETTER OF TRANSMITTAL



City of Lake Stevens
P. O. Box 257
Lake Stevens, Washington 98258
(425) 377-3225 Fax: (425)

Date: October 27, 2009

From: Norma Scott, City Clerk/Admin. Asst.

Cc: Police Chief Celori

To:

City of Marysville April O'Brien 1049 State Avenue Marysville, WA 98270
--

Project: Seventh Amendment to Jail Services Interlocal

Enclosures:

No. of Copies	Title or Description
1	Original, fully-executed "Seventh Amendment Interlocal Agreement for Jail Services...."

Action Requested:

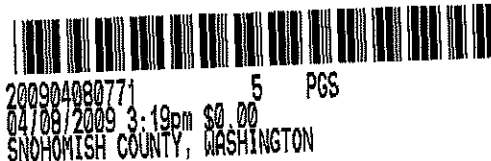
For your records
 For your signature and return
 For your review and return

Other: _____

REMARKS:

Return Name & Address

City of Marysville
Attn: City Clerk's Office
1049 State Avenue
Marysville, WA 98270



Document Title(s)

Sixth Amendment and Renewal to Interloacl Agreement for Jail Services 2009 to 2012 and Amendment of Schedule "A" Other Jail Billing Fees Effective January 1, 2009

Reference Number(s) of Related Document(s)

200412280282 200612191007 200211060523 200009210551 200510200066 200305290467
200207050348 Additional Reference #'s on Page _____

Grantor(s)

City of Marysville

Grantee(s)

City of Lake Stevens

Legal Description (abbreviated form: ie Lot/Block/Plat or Section/Township/Range)

n/a Complete Legal on Page _____

Assessor's Property Tax Parcel/Account Number

n/a Additional Parcel #'s on Page _____

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

AFTER RECORDING RETURN TO:

City of Marysville
 1049 State Avenue
 Marysville, WA 98270

**Sixth Amendment and Renewal to
 Interlocal Agreement For jail services
 2009 to 2012
 and Amendment of Schedule "A" Other Jail Billing Fees
 Effective January 1, 2009.**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999 Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services (hereinafter known as "Agreement"); and,

WHEREAS, on December 10, 2001 Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003 Marysville and Lake Stevens entered into a Second Amendment to the agreement for Jail Services; and

WHEREAS, on December 11, 2003, Marysville and Lake Stevens entered into a Third Amendment to the agreement for Jail Services; and

g/mv/Jail ILA/ls.aiajs sixth amend 2009 renewal and Sno County fees 011509f

WHEREAS, on May 1, 2004 Marysville and Lake Stevens entered into a Amendment of Schedule "A" of Interlocal Agreement for Jail Services – Booking Fee – Change form \$32.30 to \$32.00 effective May 1, 2004; and

WHEREAS, On September 30, 2005 the parties entered into the Fourth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Authority of Marysville to receive, pay and be reimbursed for Snohomish County Jail Billings and to coordinate and move Lake Stevens Prisoners from and in Snohomish County Jail Effective September 1, 2005; and

WHEREAS,, On November 13, 2006 the parties entered into the Fifth Amendment of Schedule "A" of interlocal Agreement for Jail Services Changes per Bed per Day (Daily Maintenance) fee from \$50 to \$52 and Snohomish County Jail Billings fee from \$56 to \$58.45 Effective January 1, 2007; and

WHEREAS, Section 5 DURATION of said the Agreement provides that Lake Stevens shall have the option to renew the Agreement for specific periods of time; and

WHEREAS, the parties have agreed to extend and renew the term of the Agreement for an additional four year period of time from January 1, 2009 through December 31, 2012; and

WHEREAS, Marysville and Lake Stevens have agreed to renew the Interlocal agreement for jail services incorporating all of the revisions made by the amendments referenced above and maintaining Schedule "A" for the booking fee and daily maintenance fee to be effective January 1, 2009;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. The Interlocal Agreement for Jail Services entered into between the parties on September 27, 1999 shall be renewed for an additional four year term commencing January 1, 2009 and ending December 31, 2012.
2. The Schedule A, booking fee and daily maintenance fee which shall be effective January 1, 2009, is attached to this ILA as Schedule "A"
3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated September 27, 1999 and all of the written amendments set forth above shall remain in full force and effect unchanged.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 09th day of march, 2009.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By *Vern Little*
VERN LITTLE, Mayor

By *Dennis Kendall*
DENNIS KENDALL, Mayor

DATE: 3/16/09

DATE: 3/9/09

APPROVED as to form:

APPROVED as to form:

Grant K. Weed
GRANT K. WEED, City Attorney
per prior waiver letter

Grant K. Weed
GRANT K. WEED, City Attorney
per prior waiver letter

DATE: 3-5-09

DATE: 3-5-09

SCHEDULE A
Effective January 1, 2009.

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$52.00

*Lake Stevens agrees to contract for three (3) beds per day, 365 or 366 days per year at a rate of \$52.00 per day per bed.

Snohomish County Jail

Lake Stevens gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Lake Stevens Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Lake Stevens Prisoners to and from Snohomish County Jail.

Other Jail Billings

Marysville will be reimbursed by Lake Stevens for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Lake Stevens Prisoners.

20009210551

cc: *Polid...*
by: *F.L.D.*



20009210551* 20009210551

09/21/2000 04:02 PM Snohomish
P.0011 RECORDED - - - County

AFTER RECORDING RETURN TO:

City of Marysville

4822 Grove Street

Marysville WA 98270

RECEIVED
OCT 03 2000
MARYSVILLE
CITY CLERK

**INTERLOCAL AGREEMENT
FOR JAIL SERVICES**

THIS INTERLOCAL AGREEMENT FOR JAIL SERVICES (hereinafter "Agreement") is made and entered into by and between the CITY OF MARYSVILLE (hereinafter "Marysville"), and the CITY OF LAKE STEVENS (hereinafter "Lake Stevens").

WHEREAS, Chapters 39.34 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and

WHEREAS, Marysville has a jail facility, and Lake Stevens desires to enter into this agreement to utilize Marysville's jail facility and the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

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1. **DEFINITIONS.** Unless the context clearly shows another usage is intended, the following terms shall have the following meanings in this agreement:

a. **Marysville Jail** means a place owned and operated by Marysville primarily designed, staffed and used for the housing of adults charged with a criminal offense; for the punishment and correction of offenders after conviction of a criminal offense; or for confinement and/or holding during a criminal investigation, or a civil detention to enforce a court order. As of the date of the execution of this agreement, this jail is located at 1635 Grove, Marysville, Washington.

b. **Lake Stevens prisoner** means a person arrested by Lake Stevens Police and held and confined in the Marysville Jail (either pre- or post-trial) pursuant to a violation of a Lake Stevens ordinance or a violation of state law which designates the crime for which the person is held to be a misdemeanor or gross misdemeanor. The term **Lake Stevens prisoner** shall not include a person arrested for a felony offense by Lake Stevens Police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non-Lake Stevens Police officer, or a person charged by the County Prosecutor with a felony or an attempt to commit a felony, even if there is a plea to or a conviction of a lesser offense. A Lake Stevens prisoner shall not include juveniles.

2. **JAIL AND HEALTH SERVICES.**

a. For prisoners accepted under this Agreement, Marysville shall accept Lake Stevens prisoners and furnish jail facilities, booking, custodial services, and personnel for the confinement of Lake Stevens prisoners equal to those Marysville provides for the confinement of its own prisoners. Medical costs for emergency or necessary health care for Lake Stevens prisoners shall be the responsibility of Lake Stevens. In the event an inmate is transported to the hospital, the hospital shall be directed to bill Lake Stevens directly. With respect to inmate prescriptions, Lake Stevens agrees to utilize the same pharmacies as Marysville, and Lake Stevens shall be billed directly for its inmates' prescriptions. Lake Stevens retains the option to contract with medical providers to provide medical service to Lake Stevens prisoners. Marysville shall notify Lake Stevens prior to outside medical care being provided for a Lake Stevens prisoner; provided, however, that when emergency medical care is required in life-threatening circumstances,

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the notification may occur as soon as practicable, which may be after emergency medical care has been provided.

b. While Marysville will have the primary responsibility for transporting prisoners to the Snohomish County Jail and to medical care providers during the initial six months of this agreement, Marysville may request Lake Stevens to provide the transport of prisoners when Marysville Jail and police staff are unavailable. The rate and payment amount set forth in **Schedule A** shall include the cost of transport of Lake Stevens prisoners.

3. ACCEPTANCE OF PRISONERS.

a. Lake Stevens understands that Marysville will accept prisoners on a nonexclusive basis under this Agreement. The acceptance of prisoners is subject to space being available. Marysville reserves the right to reserve space in the jail for its anticipated prisoner needs and may require the removal of Lake Stevens prisoners to accommodate Marysville prisoners. If Lake Stevens prisoners are to be displaced and must be removed from the jail, Marysville agrees to provide Lake Stevens with notice in writing that the Lake Stevens prisoner must be removed.

b. Prisoners may not be incarcerated in the Marysville Jail longer than thirty (30) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her 30-day sentence in the Marysville Jail and still have additional days of jail time, Lake Stevens will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Lake Stevens of Marysville's actual costs. Should transportation be required for Lake Stevens inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Lake Stevens.

c. Lake Stevens agrees that if any Lake Stevens prisoner is deemed out of control or dangerous by the personnel at the Marysville Jail, on eight (8) hours' notice from Marysville to Lake Stevens, Lake Stevens shall make arrangements to remove and transport to another facility. Marysville may also refuse to book any persons who are suspected to be an extreme danger to themselves or to other inmates. In cases where a Lake Stevens prisoner has obvious medical needs, Lake Stevens shall transport such prisoner to a medical facility for treatment prior to being booked into Marysville's Jail. In all cases, Lake

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Stevens officers will remain at the Marysville Jail until the prisoner is accepted by the Marysville custody staff.

4. **RATE AND PAYMENT.** Lake Stevens shall pay Marysville at a rate per prisoner on a 24-hour basis (or portion of 24 hours) set out in **Schedule A** attached hereto. Said rates shall be adjusted from time to time by mutual agreement in advance of the renewal of any term of this agreement as provided in Section 6. Lake Stevens shall be responsible for all costs for the transport of its prisoners.

a. Payment shall be made promptly by Lake Stevens to Marysville within thirty (30) days after a monthly statement is submitted by Marysville to Lake Stevens.

b. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, an adjustment shall be applied to the next month's statement, or if the agreement has terminated, by an appropriate payment from one to the other. The parties agree to meet at least once each year to examine and verify charges for the previous year. The parties shall enter into a written agreement verifying and reconciling charges for the previous year and closing the books on an annual basis.

c. Should the prisoner be sentenced to pay a portion of the daily rate, that amount will be deducted from the full daily rate.

5. **DURATION.** The initial term of this agreement shall commence upon execution by both parties and shall expire on December 31, 2001. Lake Stevens shall have an option to renew this agreement for a three-year term commencing on January 1, 2002 and ending on December 31, 2004, and a second renewal for a four-year term, commencing on January 1, 2005 and ending on December 31, 2008. Said renewals shall be subject only to mutual agreement of the parties with the rate and payment set forth in **Schedule A**.

6. **RECORD KEEPING (BOOKING).** Marysville agrees to maintain a system of record keeping relative to the booking and confinement of each Lake Stevens prisoner in such style and manner as equivalent to Marysville's records pertaining to its own prisoners. Such records shall include, but not be limited to, the following information: defendant's name, charge, booking date, release date, and manner of release (i.e., personal recognizance, bond, cash bail). Along with monthly billing statements, Marysville shall submit to Lake Stevens or its authorized representatives copies of said records.

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7. **BOOKING PROCEDURE.** Prisoners will be booked by Marysville according to procedures and policies of Marysville by completing for each such prisoner an appropriate booking sheet with a copy to be provided to Lake Stevens, if requested. Personal property will be held by Marysville in the same manner as for its own prisoners.

8. **RELEASE OF LAKE STEVENS PRISONERS FROM MARYSVILLE JAIL.** No Lake Stevens prisoner confined in the Marysville jail subject to this Agreement shall be released except:

- a. When requested by a member of Lake Stevens Police Department;
- b. In compliance with orders of the court in those matters in which the courts have jurisdiction;
- c. For appearance in court;
- d. For interviews by Lake Stevens Police or attorneys;
- e. If the prisoner has served his or her sentence or the charge pending against the prisoner has been dismissed; or
- f. As determined by the Marysville Chief of Police or his designee as part of a plan to reduce prisoner population as a result of facility overcrowding; PROVIDED, however, Marysville and Lake Stevens prisoners shall be released or relocated to the Snohomish County Jail on a "first in first out" basis.
- g. Where in the discretion of the custody/patrol supervisor or jail administrator such release is warranted, Marysville shall notify Lake Stevens Police of such event as soon as possible.

9. **ALTERNATIVE/PARTIAL CONFINEMENT.** Lake Stevens prisoners shall be considered for Marysville's alternative and partial confinement programs on an equal basis with Marysville prisoners and subject to the same rules and regulations, as well as potential sanctions, for program rule violations. Lake Stevens shall have access to all alternative sentencing options which are available now and which may become available in the future. Prisoner participation in such programs may be limited to an operational capacity as identified by Marysville. Alternative and partial confinement programs shall include, but not be limited to, work release and

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work crew. It is understood by the parties that the term "alternative confinement program" shall include electronic home monitoring.

10. ACCESS TO LAKE STEVENS PRISONERS. All Lake Stevens Police officers, investigators, interpreters, mental health professionals, the prosecuting attorney and the prisoner's counselor or assigned counsel shall have the right to interview the prisoner inside the confines of the Marysville Jail, subject only to necessary security rules. Interview rooms will be made available to Lake Stevens Police and others in equal priority with those made available for Marysville prisoners.

11. OPERATION OF JAIL. Marysville agrees to operate the jail to current professional standards and practices in accordance with all state and federal standards, whether set by constitution, statute or regulation. Lake Stevens shall receive equal treatment to that supplied to Marysville's own prisoners.

12. INDEMNIFICATION.

a. Except as otherwise provided in 12(c), Lake Stevens agrees to defend, indemnify and hold harmless Marysville and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Lake Stevens, its officers, agents and employees, or any of them in arresting, detaining, charging or transporting prisoners. In the event that any suit based upon such a claim, action, loss or damage is brought against Marysville, Lake Stevens shall defend the same at its sole cost and expense; provided, that Marysville retains the right to participate in said suit if any principle of governmental or public law is involved; and if a final judgment is rendered against Marysville, its officers, agents, employees or any of them or jointly against Marysville and Lake Stevens and their respective officers, agents and employees or any of them, Lake Stevens shall satisfy and discharge the same.

*elected
officials,
D.P.M.,
DW*

b. Except as otherwise provided in 12(c), Marysville shall defend, indemnify and hold harmless Lake Stevens and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Marysville, its officers, agents and employees, or any of them in confining or releasing persons who have been presented to and accepted by the Marysville Jail by Lake Stevens, its officers, agents

*elected
officials
D.P.M.
DW*

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and employees while said persons are in the Jail or in the custody of Marysville outside the Jail, except to the extent said claim, action, loss or damage is the result of the negligence of Lake Stevens. In the event that any suit based upon such a claim, action, loss or damage is brought against Lake Stevens, Marysville shall defend the same at its sole cost and expense, provided that Lake Stevens retains the right to participate in said suit if any principle of governmental or public law is involved, and if a final judgment is rendered against Lake Stevens, its officers, agents and employees or any of them, or jointly against Lake Stevens and Marysville and their respective officers, agents and employees or any of them, Marysville shall satisfy and discharge the same.

c. In the event of the concurrent negligence of the parties, each party shall be responsible for payment of any claim or judgment in proportion to the percentage fault attributed to that party.

d. The indemnities provided for in this paragraph 12 shall apply to all legal costs and attorneys' fees incurred by the party indemnified. In any action to enforce the indemnities provided for in this paragraph, the prevailing party shall be entitled to recovery of costs and attorneys' fees for the enforcement of these indemnities.

13. **INSURANCE.** At the date of entering into this agreement, Lake Stevens and Marysville are each members of the Washington Cities Insurance Authority (WCIA). So long as each city is a member of the WCIA, it agrees to abide by the WCIA compact and all other applicable rules, regulations and requirements that are necessary to keep each city as a member in good standing. In the event either party to this agreement ceases to be a member of WCIA, the parties shall renegotiate the insurance provisions of this agreement with the intent being the provision of insurance which adequately covers the nature of the risks associated with each party's responsibilities under this agreement.

14. **TERMINATION OF AGREEMENT.** Lake Stevens shall provide written notice of its intent to terminate this agreement without cause not less than 180 days prior to expiration of this agreement. Marysville shall provide written notice of its intent to terminate this agreement not less than one hundred eighty (180) days prior to expiration of this agreement (or any renewal thereof). In the event of termination of this agreement (or any extension thereof), the parties will work cooperatively to ensure the orderly transition of defendants from Marysville jail to the new facility.

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15. DISPUTE RESOLUTION.

a. The Police Chiefs for each city and appropriate staff shall meet quarterly to discuss any pending issues and to resolve disputes, if any.

b. It is the parties' intent to resolve any disputes relating to the interpretation or application of this agreement informally through discussions at the staff level as described in paragraph 15(a) above. In the event disputes cannot be resolved informally, resolution shall be sought by the City Administrators. If the City Administrators reach no resolution within thirty (30) days, the parties agree to submit the dispute to nonbinding mediation/dispute resolution.

16. WAIVER. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later nonperformance.

17. ASSIGNMENT. Neither this Agreement nor any interest herein or claim hereunder shall be assigned or transferred, in whole or in part, by either Marysville or Lake Stevens to any other person or entity without the prior written consent of the other party. In the event that such prior written consent to an assignment is granted, the assignee shall assume all duties, obligations and liabilities of its assignor stated in this Agreement.

18. INDEPENDENT CONTRACTOR. Each party to this agreement is an independent contractor with respect to the subject matter herein. Nothing in this agreement shall make any employee of Marysville an employee of Lake Stevens, and vice versa, for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges according to either city's employee by virtue of their employment. At all times pertinent hereto, employees of Marysville are acting as Marysville employees and employees of Lake Stevens are acting as Lake Stevens employees.

19. PARTIAL INVALIDITY. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

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20. **ASSIGNABILITY.** The rights, duties and obligations of either party to this agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

21. **NO THIRD-PARTY RIGHTS.** Except as expressly provided herein, nothing in this agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

22. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

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

24. **INTEGRATION.** This written Agreement constitutes the complete and final agreement between Marysville and Lake Stevens. There are no other oral or written agreements between the parties as to the subjects covered by this Agreement. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

25. **NOTICES AND ADMINISTRATOR.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

TO CITY OF LAKE STEVENS:

City Administrator
1812 Main Street
P.O. Box 257
Lake Stevens, WA 98258

200009210551

TO CITY OF MARYSVILLE:

City Administrator
4822 Grove Street
Marysville, WA 98270

The Marysville Chief of Police shall serve as Marysville's administrator or responsible official for this Agreement. The Chief of Police for Lake Stevens shall serve as Lake Stevens's administrator or responsible official for this Agreement.

26. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington as they now read or are hereafter amended.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27 day of September, 1999.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By Jay A. Echols
JAY A. ECHOLS, Mayor

By Dave Weiser
DAVE WEISER, Mayor

DATE: 6-22-99

DATE: 9/27/00

APPROVED as to form:

APPROVED as to form:

Dana D. Kapela
DANA D. KAPELA, City Attorney
(BRUCE DISEN)

Grant K. Weed
GRANT K. WEED, City Attorney

DATE: 8/21/00

DATE: 9/27/99

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SCHEDULE A

Booking fee	\$30.00
Daily maintenance fee	\$48.00

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AFTER RECORDING RETURN TO:

City of Marysville
4822 Grove Street
Marysville, WA 98270

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT
FOR JAIL SERVICES**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999 Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services; and

WHEREAS, Section 5 of said Agreement provides that Lake Stevens shall have an option to renew the Agreement for a three year term commencing January 1, 2002 and ending December 31, 2004; and

WHEREAS, Lake Stevens has indicated its intention to exercise its option to renew the Agreement; and

WHEREAS, renewals of the Agreement are subject only to mutual agreement of the parties of the rate and payment for the booking fee and daily maintenance fee set forth in Schedule A of said Agreement; and

WHEREAS, Marysville and Lake Stevens have agreed to a revised

/mv/l.s.aiajs (4/2/02)

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Schedule for the booking fee and daily maintenance fee to be effective January 1, 2002;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. The Interlocal Agreement for Jail Services entered into between the parties on September 27, 1999 shall be renewed for a three year term commencing January 1, 2002 and ending December 31, 2004.

2. Section 8 is hereby amended to read:

"f. As determined by the Marysville Chief of Police or his designee as part of a plan to reduce prisoner population as a result of facility overcrowding; PROVIDED, however, Marysville and Lake Stevens prisoners shall be released or relocated to a mutually agreed upon facility on a "first in first out" basis."

3. The Schedule A, booking fee and daily maintenance fee which shall be effective January 1, 2002, shall be as follows:

Booking Fee:	\$32.30
Daily Maintenance Fee:	\$51.68

4. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated September 27, 1999 shall remain in full force and effect unchanged.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 10th day of December, ²⁰⁰¹~~2002~~.

/mv/lis.ajajs (4/2/02)

200207050348

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By Lynn E. Walty
LYNN WALTY, Mayor

By David Weiser
DAVID WEISER, Mayor

DATE: 4-30-02

DATE: 12/19/01

APPROVED as to form:

APPROVED as to form:

JEREMY GOODWIN, City Attorney
21796

Grant K. Weed
GRANT K. WEED, City Attorney

DATE: 5/6/02

DATE: 12-10-01

/mv/l.s.ajs (4/2/02)

200207050348

SCHEDULE A
Effective 1/1/2002

Booking fee	\$32.30
Daily maintenance fee	\$51.68

/mv/lis.aiajs (4/2/02)

4

200207050348

AFTER RECORDING RETURN TO:

City of Marysville
4822 Grove Street
Marysville, WA 98270

**SECOND AMENDMENT TO
INTERLOCAL AGREEMENT
FOR JAIL SERVICES**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999 Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement"; and

WHEREAS, on December 10, 2002 Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, at times when there is overcrowding in the Marysville Jail it is necessary to relocate Marysville and Lake Stevens prisoners to alternate

/wpt/mv/lis.aiajs2 (2/10/03)

public jail facilities; and

WHEREAS, Marysville and Lake Stevens agree that in the event the cost of relocating prisoners to alternate jail facilities results in a different rate than that set forth in Schedule A, Lake Stevens should pay the actual rates and fees charged by such alternate jail facility; and

WHEREAS, the parties wish to allow a revision to the Schedule A on an annual basis rather than every three years when the agreement is renewed;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. There shall be added to Schedule A a one time administrative fee for the transfer of each inmate from the Marysville Jail to another jail facility.
2. The Schedule A booking fee, daily maintenance fee and inmate transfer administrative fee shall be revised as attached hereto and incorporated by this reference. Said schedule of fees shall be effective January 1, 2003 through December 31, 2003. During July of each year said fees shall be reviewed and revised by Marysville effective the following January, and a revised Schedule A reflecting said revised fees shall be attached in place of the existing Schedule A. Marysville shall give Lake Stevens written notice of the revised fee schedule prior to September 1 of each year. Sections 4 and 5 of the Agreement shall be deemed to be amended to be consistent herewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 28th day of April, 2003.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By *Lynn E. Walty*
LYNN WALTY, Mayor

By *David Weiser*
DAVID WEISER, Mayor

DATE: 3-17-03

DATE: 4-28-03

APPROVED as to form:

APPROVED as to form:

[Signature]
JEFFREY GOODWIN, City Attorney

Grant K. Weed
GRANT K. WEED, City Attorney

DATE: 3/17/03

DATE: 4-3-03

SCHEDULE A

Effective 1/1/2003 through 12/31/2003

Booking fee	\$32.30
Daily maintenance fee	\$51.68
Inmate transfer administrative fee	\$10.00

* In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

AFTER RECORDING RETURN TO:

City of Marysville
4822 Grove Street
Marysville, WA 98270

**THIRD AMENDMENT TO
INTERLOCAL AGREEMENT
FOR JAIL SERVICES**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999 Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement"; and

WHEREAS, on December 10, 2002 Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003 Marysville and Lake Stevens entered into a Second Amendment to the Agreement and

/wpf/zmv/ls.aiajs third amend

WHEREAS, renewals of the Agreement are subject to agreement on the rate and payment for the booking fee and daily maintenance fee set forth in Schedule A of said Agreement and as set forth in the First Amendment to Interlocal for Jail Services and Second Amendment to Interlocal Agreement for Jail Services; and

WHEREAS, while Marysville and Lake Stevens have agreed to a Schedule for the booking fee and daily maintenance fee, necessitating the amendment of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. The Schedule A, booking fee, daily maintenance fee and inmate transfer administrative fee which shall be effective January 1, 2004 through December 31, 2004 shall be as attached hereto and incorporated by this reference.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated and the First Amendment to Interlocal for Jail Services dated December 10, 2002 and the Second Amendment to Interlocal for Jail Services dated April 28, 2003 shall remain in full force and effect unchanged. This Amendment to Interlocal Agreement for

/wpt/mv/l.s.aiajs third amend

Jail Services shall be effective January 1, 2004.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 11th day of December, 2003.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By *Lynn P. Walty*
LYNN WALTY, Mayor

By *Dennis L. Kendall*
~~DAVID WEISER~~, Mayor
Dennis L. Kendall

DATE: 12/11/03

DATE: 1-12-04

APPROVED as to form:

APPROVED as to form:

[Signature]
JEFFREY GOODWIN, City Attorney

[Signature]
GRANT K. WEED, City Attorney

DATE: 1-8-04

DATE: 1-13-04

SCHEDULE A

Effective 1/1/2004 to 12/31/2004

Booking fee _____ **\$32.30**

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee _____ **\$10.00**

* In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee _____ **\$50.00**

*Lake Stevens agrees to contract for three (3) beds per day, 365 or 366 days per year, 90 bed days per month. Lake Stevens will only be billed for additional bed days after they have used 90 bed days per month at a rate of \$50.00 per day per bed.

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Street
Marysville, WA 98270

**Amendment of Schedule "A" of Interlocal Agreements for
Jail Services
Booking Fee
Change from \$32.30 to \$32.00
Effective May 1, 2004**

THIS AMENDMENT of Schedule "A" TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, while Marysville and Lake Stevens have agreed to Amend Schedule "A" with a booking fee change, necessitating the amendment of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. The Schedule "A", booking fee is changed from \$32.30 to

/wpf/mv/lk.aiajs third amend booking fee amend

\$32.00 which shall be effective May 1, 2004 through December 31, 2004 shall be as attached hereto and incorporated by this reference.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto shall remain place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 26th day of April, 2004.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By Lynn P. Walty
LYNN WALTY, Mayor

By Dennis L. Kendall
DENNIS KENDALL, Mayor

DATE: 12-7-04

DATE: 4-26-04

APPROVED as to form:

APPROVED as to form:

Grant K. Weed
JEFFREY-GOODWIN, City Attorney
GRANT K. WEED

Grant K. Weed
GRANT K. WEED, City Attorney

DATE: 12-6-04

DATE: 4-22-04

SCHEDULE A

Effective 5/1/2004 to 12/31/2004

Booking fee \$32.30 is changed to \$32.00
Effective May 1, 2004

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$50.00

* Lake Stevens agrees to contract for ^{three *Sub DAK*} ~~nine~~ (3) beds per day, 365 or 366 days per year, 90 bed days per month. Lake Stevens will only be billed for additional bed days after they have used 90 bed days per month at a rate of \$50.00 per day per bed.

AFTER RECORDING RETURN TO:

City of Marysville
 1049 State Street
 Marysville, WA 98270

**Fourth Amendment of Schedule "A" of
 Interlocal Agreements of for Jail Services
 Authority of Marysville to receive, pay and be reimbursed for Snohomish
 County Jail Billings
 And to coordinate and move Lake Stevens Prisoners
 from and in Snohomish County Jail
 Effective September 1, 2005**

THIS AMENDMENT of Schedule "A" TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, Marysville has contracted with Snohomish County for four (4) jail bed days per month; and

WHEREAS, Lake Stevens consents to granting Marysville the authority to receive and pay all Snohomish County Jail bills for the Lake Stevens and to coordinate and move Lake Stevens Prisoners to and from Snohomish County Jail; and

WHEREAS, Lake Stevens has agreed to pay Marysville each month for one half (½) of one jail bed day per day of the four (4) jail bed days and any additional Snohomish County Jail bed costs in addition to the one half (½) of one jail bed day per day contracted amounts at a rate of \$56.00 per bed per day; and

WHEREAS, Lake Stevens will reimburse Marysville for said jail bills; and

WHEREAS, Marysville will be responsible for prisoner coordination and all accounting to calculate which prisoners are in Snohomish County Jail and what bed days are being utilized and the costs of said bed days.

/wpf/mv/ls.aiajs fourth amnd SCJail billing

WHEREAS, Marysville and Lake Stevens believe this will result in savings on Jail costs and the Cities have agreed to Amend Schedule A to incorporate the above agreement, necessitating the amendment of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. The Schedule "A" attached to the Interlocal for Jail Services on September 27, 1999, is amended to add a section titled Snohomish County Jail Billings and shall be as attached hereto and incorporated by this reference.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments and Renewals thereto remain in place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 30th day of September, 2005.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By *Lynn Walty*
LYNN WALTY, Mayor

By *Dennis Z Kendall*
DENNIS KENDALL, Mayor

DATE: 9-19-05

DATE: 9-30-05

APPROVED as to form ^{only}:

APPROVED as to form ^{only}!

Grant K Weed
GRANT K. WEED, City Attorney

Grant K Weed
GRANT K. WEED, City Attorney

DATE: 9-14-05

DATE: 9-14-05

/wpf/mv/l.s.aiajs fourth amnd SCJail billing

SCHEDULE A

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$50.00

*Lake Stevens agrees to contract for three (3) beds per day, 365 or 366 days per year, 90 bed days per month. Lake Stevens will only be billed for additional bed days after they have used 90 bed days per month at a rate of \$50.00 per day per bed.

Snohomish County Jail Billings

Marysville has contracted with Snohomish County for four (4) jail bed days per day.

Lake Stevens gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Lake Stevens Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Lake Stevens Prisoners to and from Snohomish County Jail.

Lake Stevens agrees to pay Marysville each month for one half (1/2) of one bed day of the four (4) jail beds per day and any additional Snohomish County Jail bed costs in addition to the on half (1/2) contracted amounts at a rate of \$56.00 per bed per day. Lake Stevens agrees to pay Marysville for costs of the beds reserved whether used or not.

Lake Stevens will reimburse Marysville for said jail bills.

Marysville will be responsible for all accounting to calculate which prisoners are in

/wpf/mv/l.s.aiajs fourth amnd SCJail billing

Snohomish County Jail and what bed days are being utilized and the costs of said bed days.

Marysville will not take or move prisoners who are pre-trial on pending Lake Stevens District Court Cases. Marysville will however, coordinated the jail billing for such prisoners as set forth above.

/wp/mv/l.s. aiajs fourth amnd SCJail billing

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

**Fifth Amendment
Amendment of Schedule "A" of Interlocal Agreements for
Jail Services
Changes per Bed per Day (Daily Maintenance) fee from \$50 to \$52
and
Snohomish County Jail Billings fee from \$56 to \$58.45
Effective January 1, 2007**

THIS AMENDMENT of Schedule "A" TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, while Marysville and Lake Stevens have agreed to Amend Schedule A with a booking fee change, necessitating the amendment of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

/wpf/mv/lis.aiajs Amend Bed Fees Schedule A 2007 F


1. The Schedule "A", Daily Maintenance Fee is changed from \$50.00 to \$52.00 and the Snohomish County Jail Billings fee is changed from \$56.00 to \$58.45 which shall be effective January 1, 2007 and shall be as attached hereto and incorporated by this reference.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments and Renewals thereto remain in place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 13th day of November, 2006.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By 
Vern Little, Mayor

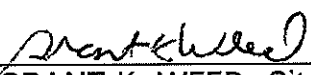
By 
DENNIS KENDALL, Mayor

DATE: 12-12-06

DATE: 11-13-06

APPROVED as to form:

APPROVED as to form:


GRANT K. WEED, City Attorney


GRANT K. WEED, City Attorney

DATE: 10-16-06

DATE: 10-16-06

SCHEDULE A
Effective January 1, 2007

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$52.00

*Lake Stevens agrees to contract for three (3) beds per day, 365 or 366 days per year at a rate of \$52.00 per day per bed.

Snohomish County Jail Billings

Marysville has contracted with Snohomish County for four (4) jail bed days per day.

Lake Stevens gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Lake Stevens Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Lake Stevens Prisoners to and from Snohomish County Jail.

Lake Stevens agrees to pay Marysville each month for one half (1/2) of one bed day of the four (4) jail beds per day and any additional Snohomish County Jail bed costs in addition to the on half (1/2) contracted amounts at a rate of \$58.45. per bed per day. Lake Stevens agrees to pay Marysville for costs of the beds reserved whether used or not.

\\wpf\mv\ls.aiajs Amend:Bed Fees Schedule A 2007 F

Lake Stevens will reimburse Marysville for said jail bills.

Marysville will be responsible for all accounting to calculate which prisoners are in Snohomish County Jail and what bed days are being utilized and the costs of said bed days.

Marysville will not take or move prisoners who are pre-trial on pending Lake Stevens District Court Cases. Marysville will however, coordinated the jail billing for such prisoners as set forth above.

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

**RENEWAL TO
INTERLOCAL AGREEMENT
FOR JAIL SERVICES
2005 to 2008**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999 Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services; and

WHEREAS, on December 10, 2001 Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003 Marysville and Lake Stevens entered into a Second Amendment to the agreement for Jail Services; and

WHEREAS, on December 11, 2003, Marysville and Lake Stevens entered into a Third Amendment to the agreement for Jail Services; and

/mv/lis.aiajs 2005 renewal

WHEREAS, on May 1, 2004, Marysville and Lake Stevens entered into a Amendment of Schedule "A" of Interlocal Agreement for Jail Services – Booking Fee – Change from \$32.30 to \$32.00 effective May 1, 2004; and

WHEREAS, Section 5 of said Agreement provides that Lake Stevens shall have the option to renew the Agreement a second time for a four year term commencing January 1, 2005 and ending December 31, 2008; and

WHEREAS, Lake Stevens has indicated its intention to exercise its option to renew the Agreement; and

WHEREAS, renewals of the Agreement are subject only to mutual agreement of the parties of the rate and payment for the booking fee and daily maintenance fee set forth in Schedule A of said Agreement; and

WHEREAS, Marysville and Lake Stevens have agreed to renew the Interlocal agreement for jail services incorporating all of the revisions made by the amendments referenced above and maintaining Schedule "A" for the booking fee and daily maintenance fee to be effective January 1, 2005;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. The Interlocal Agreement for Jail Services entered into between the parties on September 27, 1999 shall be renewed a second time for a four year term commencing January 1, 2005 and ending December 31, 2008.

2. The Schedule A, booking fee and daily maintenance fee which shall be effective January 1, 2005, is attached to this ILA as Schedule "A"

/mv/lis.ajajs 2005 renewal

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated September 27, 1999 and all of the written amendments set forth above shall remain in full force and effect unchanged.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 8th day of November, 2004.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By *Lynn E. Walty*
LYNN WALTY, Mayor

By *Dennis Z Kendall*
DENNIS KENDALL, Mayor

DATE: 11-23-04

DATE: 11-8-04

APPROVED as to form:

APPROVED as to form:

Grant K. Weed
GRANT K. WEED, City Attorney

Grant K. Weed
GRANT K. WEED, City Attorney

DATE: 11-2-04

DATE: 11-2-04

SCHEDULE A
Effective 1/1/2005

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$50.00

*Lake Stevens agrees to contract for ^{three P.M. OK} ~~one~~ (3) beds per day, 365 or 366 days per year, 90 bed days per month. Lake Stevens will only be billed for additional bed days after they have used 90 bed days per month at a rate of \$50.00 per day per bed.

Index #12

CITY OF MARYSVILLE AGENDA BILL**EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE: 12/9/13**

AGENDA ITEM: Professional Services Agreement between City of Marysville and Feldman & Lee, P.S.	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS: Proposed Agreement for Public Defense Service	
BUDGET CODE:	AMOUNT:

SUMMARY:

The proposed agreement establishes a professional services agreement between the City and Feldman & Lee, P.S. for public defender services for all indigent criminal defendants charged under the city of Marysville Municipal Court who qualify for appointed counsel. Feldman & Lee have related matters. Marysville has utilized the services of Feldman & Lee, P.S. since 2010. The firm is contracted to provide qualified personnel and facilities necessary for the work and services identified within the contract. The work must be performed City's specifications, guidelines and/or rules specified by the State Office of Public Defense, and/or the Washington State Supreme Court.

The contract provides for a three year term, through December 31, 2016. Section 3.16 provides for a reopener at such time that caseload limits are implemented by the Washington State Supreme Court. The caseload limits standards implementation has been delayed until January 1, 2015, pending a statewide attorney time study and development of a model misdemeanor case weighting policy that is consistent with the indigent defense standards adopted by the Supreme Court.

The proposed fee is \$20,000 per month. This is consistent with the contract extension approved in July, 2013 by the Council, which expires on December 31, 2013.

RECOMMENDED ACTION:

Staff recommends that City Council approve the public defense service agreement with Feldman & Lee, P.S.

CITY OF MARYSVILLE
CONTRACT FOR PUBLIC DEFENSE SERVICE

1. PARTIES.

This Professional Services Agreement, ("Agreement"), is entered into as of the Effective Date specified below (§ 3.3) between the City of Marysville, a Washington municipal corporation having its principal place of business at 1049 State Avenue, Marysville, Washington 98270 ("City"), and Feldman & Lee, P.S., a corporation organized under the laws of the State of Washington, located and doing business at 19303 44th Avenue, West, Lynnwood, WA 98036, hereafter ("The Attorney").

2. RECITALS.

2.1 City desires to obtain professional services for work related to public defender services for all indigent criminal defendants charged under ordinances of the City of Marysville Municipal Court who qualify for appointed counsel.

2.2 The Attorney represents that it is available and able to provide sufficient qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services for the required time period and in accordance with City's specifications, professional standards and in accordance with standards, guidelines and/or rules as established by the State Office of Public Defense and/or the Washington State Supreme Court.

2.3 The Attorney agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein, it is agreed by and between the parties as follows:

3. TERMS AND CONDITIONS.

3.1 Services, Scope of Work, Performance Criteria.

City hereby retains the Attorney, and the Attorney agrees to perform the following work and services in accordance with this Agreement. An important objective of this Agreement is to achieve compliance with the Standards established by the State Supreme Court for representation of indigent defendants as they now read or are hereafter are amended or supplemented.

3.1.1 Determination of indigence for eligibility for appointed counsel under this Contract shall be determined by the Court. The Court or persons directed by the Court shall be responsible for handling the screening process. Should the Attorney determine a defendant is not eligible for assigned counsel; the Attorney shall withdraw from the case and so advise the Court and the City of the withdrawal and the reason therefore.

3.1.2 The Attorney shall provide to the City Police Department the telephone number or numbers at which an attorney may be reached for "critical stage" advice to defendants during the course of police investigations and/or arrest twenty-four (24) hours each day.

3.1.3 Consistent with Standards for Indigent Defense as adopted by the State Supreme Court as they now read or are hereafter amended or supplemented, Defendant shall have reasonable access to the Attorney assigned to him/her. Qualifying criminal defendants shall be provided local telephone access to the Attorney. The Attorney will maintain office space within the City of Marysville and make such office open and available at times necessary to meet with defendants. Individuals in custody in the State of Washington shall be provided access by calling the Attorney collect or through a process established at the Marysville Jail. If the Attorney is appointed to represent an incarcerated defendant who remains in custody prior to trial, the Attorney agrees to conduct interview with such defendant either in person or by phone, as deemed necessary by the Attorney.

3.1.4 David Lee shall be the "lead attorney" assigned to appear in court, manage, supervise and otherwise provide the services under this contract. A different "lead attorney" shall not be assigned to this contract except by mutual agreement.

3.1.5 In addition to David Lee, the Attorney shall provide a minimum of two (2) full time equivalent (fte) attorneys to assist in providing public defender services to indigent defendants in City of Marysville cases filed in Marysville Municipal Court. Attorneys must be licensed to practice law in the State of Washington.

3.1.6 Even though the Attorney is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of City and shall be subject to City's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

3.1.7 The Attorney represents that it has or will obtain all personnel necessary to perform the required Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by the Attorney, its employees, or by Attorney's representatives who meet or exceed the minimum experience requirements set forth in 3.1.5. The Attorney shall ensure that all contractual duties, requirements and obligations that the Attorney owes to City shall also be owed to City by Attorney's employees and representatives retained to perform the Services.

3.1.8 The Attorney shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services pursuant to this Agreement. The Attorney shall perform the Services so that the Services conform to the highest professional standards. The Attorney shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services.

3.1.9 The Attorney shall represent, through trial, sentencing, post-sentence review and any appeals up to and including the Superior Court, indigent criminal defendants charged under ordinances of the City of Marysville and State of Washington who the City or Court shall

qualify for indigent defense representation. Services also include appearance at the Marysville Municipal Court and/or jail for all criminal case calendars, unless excused by the Court.

3.1.10 The Attorney will provide criminal defense services and shall attend all hearings and trials involving defendants on whose behalf the Public Defender has been appointed, and will be available to talk with or meet, in person with indigent defendants, at the Public Defender's office and/or the Marysville Municipal Court and jail facilities.

3.1.11 The Attorney will be available to appear in Court/Jail before such individual has been in custody for 24 hours.

3.1.12 The Attorney may withdraw upon completion of the case as allowed by the Rules of Professional Conduct.

3.1.13 The Attorney shall provide to the City Police Department the telephone number or numbers at which an attorney may be reached for "critical stage" advice to defendants during the course of police investigations and/or arrest twenty-four (24) hours each day.

3.1.14 The Attorney shall file quarterly reports with the City to include each client who has been appointed to the Public Defender, the charges, cause number and disposition, bench or jury trial and whether an appeal was filed. The report is due to the City Chief Administrative Officer on or before the thirteenth day after the end of each quarter as to clients represented in the previous quarter.

3.1.15 All attorneys providing services under this contract shall be licensed to practice law before the courts of record for the State of Washington. The Attorney must immediately report to the City any change affecting the maintenance of membership in good standing of the Washington State Bar Association. No legal intern shall be used for this contract unless agreed to in advance by the City.

3.1.16 The Attorney shall serve as attorney for the day at arraignment or probation hearings

3.1.17 Public defender will review all cases prior to scheduled court date and work with City Prosecutor for possible resolution.

3.1.18 Public defender will arrive at least 15 minutes prior to the start of all scheduled calendars.

3.2 **Payment.**

City hereby retains the Attorney, and the Attorney agrees to the terms of this Agreement and in consideration the City agrees to pay attorney as follows:

3.2.1 Except as otherwise provided herein, City shall pay the Attorney for Services rendered under this Contract the sum of \$20,000 per month for all services set forth in this contract.

3.2.2 The fee set forth in 3.2.1 shall include those matters identified in Section 3.1 above. The fee set forth in 3.2.1 above shall also include services for each stage of appeal in the event

of an appeal from a final order of the Marysville Municipal Court to the Snohomish County Superior court.

3.2.3 In addition to the payments referenced in 3.2.1 above, the City shall pay the Attorney for documented special reasonable and necessary costs approved by the Court associated with defense of cases requiring unique services such as an investigator, polygraph or handwriting specialist, etc.

3.2.4 The Attorney shall submit monthly invoices (but not more frequently than monthly) to City upon completion of the Services under the terms of payments as described in this contract. City shall pay the Attorney within forty-five (45) days of the receipt of a correct invoice in accordance with City's usual payment procedures. If City objects to all or any portion of any invoice, it shall so notify the Attorney within twenty (20) days from the date of receipt but shall pay the undisputed portion of the invoice. The parties shall immediately make every effort to settle the disputed portion of any invoice.

3.2.5 Acceptance of any payment by the Attorney shall constitute a release of all payment claims against City arising under this Agreement as to such portion of the Services. No payment to the Attorney, whether periodic or final, shall constitute a waiver or release by City of any claim, right or remedy it may have against the Attorney regarding performance of the Services as required by this Agreement.

3.3 **Time of Performance.**

Unless terminated earlier pursuant to Section 3.7 or 3.17 below, the Attorney agrees that the Services shall be provided from January 1, 2014 at 12:01 a.m. through December 31, 2016 at 12:00 p.m.

3.4 **Relationship of Parties.**

The Attorney is an independent contractor under this Agreement, and the parties intend that an independent contractor-client relationship is the only City of Marysville relationship created by this Agreement. No employee, agent, representative or by Attorney's representatives of Attorney shall be or shall be deemed to be the employee, agent representative or sub consultants of City. Attorney has no authority, and will not represent itself to have authority, to legally bind City or otherwise act for, or on City's behalf. None of the compensation or other benefits provided by City to its employees shall be available to the Attorney's employees, agents, representatives or by Attorney's representatives. The Attorney shall be solely responsible for all compensation, taxes, withholding, and other benefits due to its employees, agents, representatives, subcontractors and by Attorney's representatives. The Attorney shall be solely responsible for its acts and omissions and for the acts and omissions of The Attorney's agents, employees, representatives, subcontractors and by Attorney's representatives during performance of this Agreement. On or before the Effective Date, the Attorney shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish the Attorney's status as an independent contractor.

3.5 **Services Performed at the Attorney's Risk.**

The Attorney shall take all precautions reasonably necessary to perform the Services and shall be responsible for the safety of its employees, agents and his representatives in the performance of the Services.

3.6 **Termination of Agreement.**

3.6.1 Termination by City for the Attorney's Default.

City may terminate this Agreement, in whole or in part and at any time, in writing if the Attorney substantially fails to fulfill any or all of its material obligations through no fault of City. If City terminates all or part of this Agreement for default, City shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to the Attorney using the criteria set forth below; provided that

A. No amount shall be allowed for anticipated profit on unperformed Services or other work, and

B. Any payment due to the Attorney at the time of termination may be adjusted to the extent of any additional costs City incurs or will incur because of the Attorney's default. In such event, City shall consider the actual costs incurred by the Attorney in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to City at the date of termination, the cost to City of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to City of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

3.6.2 Termination by City for Convenience.

City may terminate this Agreement, in whole or in part and at any time with 90 days notice for the convenience of City. City shall terminate by delivery to the Attorney a notice of termination specifying the extent of the termination and the effective date of termination. If City terminates this Agreement for convenience, City shall pay the Attorney the amount otherwise due in accordance with this Agreement for Services satisfactorily performed to the date of termination.

3.6.3 Termination by the Attorney.

The Attorney may terminate this Agreement in the case of a material breach and upon failure of City to remedy said breach within twenty (20) days of written notice by the Attorney of such breach. The Attorney may also terminate the Agreement if key personnel and/or facilities are lost due to an act of God or other catastrophe creating a situation under which The Attorney is physically unable to perform. The Attorney's notice of termination shall be in writing.

3.7 **Discrimination.**

When hiring of employees to perform Services, the Attorney, its representatives, or any person acting on behalf of the Attorney or his representatives shall not, by reason of race, religion, color, age, sex, national origin or the presence of any sensory, mental or physical handicap, veteran status, or sexual orientation, discriminate against any person who is qualified and available to perform the Services to which the employment relates.

3.8 **"Indemnity Obligations" - Indemnification and Compliance with Law.**

3.8.1 The indemnification and defense obligations specified in this Section 3.9 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by City of or for any Services performed by the Attorney shall not be grounds for avoidance of any Indemnity Obligations.

3.8.2 To the maximum extent permitted by law, the Attorney, for itself, its employees, subcontractors, assignees and agents (collectively "The Attorney" for purposes of this Section 3.9), agrees to indemnify and hold harmless City and its elected and appointed officers, employees and agents (collectively "City" for purposes of this Section 3.9) from and against any and all suits, claims, actions, losses, costs, attorney fees and expenses, liabilities, penalties, judgments, settlements, and damages of whatsoever kind or nature (collectively "Claims") arising out of, in connection with, or incident to the Attorney's errors, acts or omissions occurring in the performance of the Services and the Attorney's obligations under this Agreement, except and to the extent judicially determined to have been caused by the sole negligence of City. The Attorney's Indemnity Obligations include the obligation to

- A. Satisfy any judgment or other final decision of a court or other tribunal,
- B. Pay any reasonable settlement negotiated by City with respect to the Claims, and
- C. Pay all Claims against City by an employee or former employee of the Attorney or its Attorneys.

3.8.3 The Attorney further agrees to waive, and that this indemnification constitutes the Attorney's waiver of, immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification, and that this waiver has been mutually negotiated.

3.8.4 The Attorney further agrees to defend all Claims against City which, if proven, could result in liability to City for loss or damage caused by all such errors, acts, or omissions of The Attorney. The Attorney's obligation to defend shall include prompt payment of all reasonable attorney fees, costs and expenses incurred in the defense of such claims, including those incurred by City.

3.8.5 The Attorney shall comply, and shall ensure its attorneys, assignees and subcontractors comply, with the terms of this Agreement and with all applicable city, state or federal laws, rules or regulations.

3.9 **Insurance.**

Unless otherwise stated herein, the following Insurance requirements shall apply.

3.9.1 Insurance.

The Attorney shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Attorney, its agents, representatives, or employees.

3.9.2 No Limitation.

The Attorney's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Attorney to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

3.9.3 Minimum Scope of Insurance.

The Attorney shall obtain insurance of the types described below:

A. **Commercial General Liability insurance** shall be written on ISO occurrence form CG 00 Oland shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Attorney's Commercial General Liability insurance policy with respect to the work performed for the City.

B. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

C. **Professional Liability Proof of Professional Liability Insurance.** The Attorney shall indemnify and hold the City, its elected officials, officers and employees harmless from any and all claims, losses or liability, including attorney's fees, whatsoever arising out of the Attorney's performance of obligations pursuant to this Contract, including claims arising by reason of accident, injury or death caused to persons or property of any kind occurring by the fault or neglect of the Attorney, his agents, associates or employees, or occurring without the fault or neglect of the city. With respect to the performance of this agreement and as to claims against the City, its officers, agents and employees, the Attorney expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Attorney. This waiver is mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents, and employees. To the extent of any of the damages referred by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents, and employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of negligence of the Attorney, its officers, agents, employees, subcontractors and assignees.

3.9.4 Minimum Amounts of Insurance.

The Attorney shall maintain the following insurance limits:

A. **Commercial General Liability insurance** shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

B. **Professional Liability insurance** shall be written with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

3.9.5 Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

A. The Attorney's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Attorney's insurance and shall not contribute with it.

B. The Attorney's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

3.9.6 Acceptability of Insurers.

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

3.9.7 Verification of Coverage.

The Attorney shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Attorney before commencement of the work.

3.10 Disputes and Remedies.

3.10.1 Choice of Law; Venue.

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Snohomish County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

3.10.2 Dispute Resolution.

All claims, counterclaims, disputes, and other matters in question between City and the Attorney arising out of or relating to this Agreement shall be referred to the City (CAO) or a designee for determination, together with all pertinent facts, data, contentions, and so forth. The City Mayor or Chief Administrative Officer (CAO) shall consult with the Attorney's representative and make a determination within thirty (30) calendar days of such referral. Should the claims, counterclaims, or disputes not be resolved by the City (CAO)'s decision, the parties shall refer the matter to professional mediation in Snohomish County, Washington, which shall be conducted within thirty (30) calendar days of the City (CAO)'s decision. The cost of mediation shall be shared equally. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such mediation. In the event of litigation between the Attorney and City to enforce the rights under this Agreement, reasonable attorney fees and expenses shall be allowed to the prevailing party.

3.11. **Remedies.**

City's rights and remedies in this Agreement are in addition to all other rights and remedies provided by law. City may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

3.12 **Notice.**

All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

CITY OF MARYSVILLE
Attention: Chief Administrative Officer
1049 State Avenue
Marysville, WA 98270

ATTORNEY
James A. Feldman
19303 44th Avenue, West
Lynnwood, WA 98036

3.13 **Entire Agreement.**

The written terms and provisions of this Agreement, together with all referenced Exhibits, which are incorporated herein by this reference, supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

3.14 **Priority of Documents.**

In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the Exhibit(s) shall be disregarded and shall be considered void.

3.15 **Modification.**

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of City and the Attorney.

3.16 **Reopen Upon Implementation of Caseload Limits Under Standard 3.4.**

Pursuant to Order No. 25700-A-1016 of the State Supreme Court, implementation of caseload limits set forth in Standard 3.4 of the Standards for Indigent Defense have been delayed until January 1, 2015. The Washington State Office of Public Defense has been directed to conduct a "statewide attorney time study" and develop a model misdemeanor case weighting policy that is consistent with the indigent defense standards adopted by the Court. At such time as caseload limits have been implemented, the provisions of this contract which are impacted by such implementation may be re-opened by either party for renegotiation. In the event revisions to this contract cannot be agreed to within ninety (90) days of the effective date of caseload limits under Standard 3.4, and notwithstanding the provisions of Section 3.7 above, either party may terminate this contract for convenience by giving not less than ninety (90) days written notice.

3.17 **Assignment/Subcontract.**

Any assignment or subcontracting of this Agreement or any of the services to be provided hereunder by the Attorney without the prior written consent of City shall be void.

3.18 **Waiver.**

A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

3.19 **Third-Party Beneficiaries.**

There are no third-party beneficiaries to this Agreement.

3.20 **Counterparts.**

This Agreement shall be signed in duplicate or triplicate and may not be signed in counterparts.

3.21 **Authorized Signatures.**

By their signatures below each party represents that it has taken all necessary steps and is fully authorized to sign for and on behalf of the named principal above.

3.22 **Effective Date.**

This Agreement shall be effective January 1, 2014 at 12:01 a.m.

CITY OF MARYSVILLE

FELDMAN & LEE, P.S.

Jon Nehring, Mayor

Date

James A. Feldman, President

Date

11/13/13

Attest:

Sandy Langdon, City Clerk

Approved as to form:

Grant K. Weed, City Attorney

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CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/9/13

AGENDA ITEM: Professional Services Agreement between City of Marysville and Summit Law Group	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS: Proposed Agreement for Special Counsel Legal Services	
BUDGET CODE:	AMOUNT:

SUMMARY:

The proposed agreement establishes a professional services agreement between the City and Summit Law Group for special counsel services related to personnel and labor negotiation and related matters. Marysville has utilized the services of Summit Law since 2011. This agreement would provide for continued special counsel in 2014. Summit Law is an experienced firm specializing in public sector employment law. They provide discounted rates for public sector clients.

RECOMMENDED ACTION:

Staff recommends that City Council approve the Special Counsel Legal Services with Summit Law Group.

AGREEMENT FOR SPECIAL COUNSEL LEGAL SERVICES

THIS AGREEMENT (hereinafter "Agreement") is entered into the date last below written between the City of Marysville, Washington, a municipal corporation (hereinafter the "City"), and Summit Law Group (hereinafter the "Summit Law Group").

WHEREAS, the City desires to use Summit Law Group for Special Counsel services on an as-needed basis, and Summit Law Group is willing to do so in accordance with terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the City and Summit Law Group as follows:

I. Legal Services.

A. Summit Law Group will provide the City with legal services related to personnel and labor negotiation and related matters as requested by the City.

B. Summit Law Group will use its best efforts to perform the City's legal matters promptly and efficiently according to the highest legal and ethical standards.

II. Fees.

A. The City shall pay Summit Law Group, as sole compensation for the services performed under this Agreement, such sums of money as are arrived at by computing the actual number of hours expended in the performance of this Agreement and multiplying such total hours by the hourly rates shown in Attachment A.

B. The City shall reimburse Summit Law Group for out-of-pocket expenses that are not normally included within the fee for professional services, including copying charges by third party vendors and messenger services.

C. Summit Law Group should submit billings by the 15th day of each month. The billing statements shall reflect services rendered in increments of one-tenth of an hour. The billing statements shall state for each date services were performed a brief summary of the services provided, the timekeepers who provided the services, the number of hours, or fractions of hours, spent and expenses and disbursements in detail.

D. Bruce Schroeder will have overall responsibility for Summit Law Group under this Agreement.

E. Summit Law Group and the assigned attorney have been retained because of their expertise. The City should not be billed for general legal or technical research necessary to educate staff or less experienced attorneys in the firm without advance City approval. The

City shall not be billed for time spent in preparing or reviewing the firm's billings to the City or in internal firm quality control procedures. Summit Law Group will keep the City fully informed of time used for conferences, telephone calls, drafting documents, research, court time, and necessary travel time.

F. The City shall make payment when it is fully satisfied with the services performed for the previous month. Payments shall be made through the City's ordinary payment process and shall be considered timely if made within thirty (30) calendar days of actual receipt of a properly completed billing. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly billed.

III. Interaction with City.

A. Summit Law Group will keep the City well informed of the legal matters it handles on the City's behalf. Summit Law Group will send the City copies of all material papers coming in or going out of its offices to or from third parties. Summit Law Group, at such times and in such form as the Chief Administrative Officer may require, shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this Agreement. The City's files at Summit Law Group and its progress shall be open to the City for inspection at any time, and the City's files shall be the property of the City.

B. The Chief Administrative Officer should be given advance notice of any significant decisions in order to be able to participate fully in making such decisions.

IV. Independent Contractor Status.

A. Summit Law Group shall serve as an attorney for the City and shall at all times perform its duties and responsibilities and carry out all services as an independent contractor.

B. Summit Law Group, at its sole expense, shall obtain and keep in force any and all necessary licenses, permits and tax certificates. Summit Law Group shall maintain all necessary insurance to protect it from losses and claims which may arise out of or from performance of duties related to this Agreement, including Worker's Compensation and professional liability insurance.

C. Summit Law Group shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed such a tax or assessment as a result of this Agreement, Summit Law Group shall pay the same before it becomes due.

V. Suspension or Termination.

The City may suspend or terminate the performance of services under this Agreement by written notice to Summit Law Group, in whole, or from time to time in part, at the City's discretion. Upon termination, the City will pay Summit Law Group for all outstanding work completed prior to termination, together with any agreed reasonable services necessary to complete any work outstanding at the time of termination which the City requests be completed prior to termination.

VI. Nondiscrimination.

A. Summit Law Group shall, in all hiring or employment made possible or resulting from this Agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

B. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

VII. Hold Harmless/Indemnification.

A. Summit Law Group agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of Summit Law Group, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of Summit Law Group under this Agreement.

B. In the event that both Summit Law Group and the City are both negligent, then Summit Law Group's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees and disbursements) that can be apportioned to Summit Law Group, its officers, employees, and agents.

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

D. 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.

VIII. Insurance.

a. **Minimum Limits of Insurance.** Summit Law Group shall, before commencing work under this Agreement, file with the City certificates of insurance coverage to be kept in force continuously during this Agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Summit Law Group shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Summit Law Group, its agents, representatives or employees. Said certificates shall name the City, its officers, agents, employees and elected officials, as an additional named insured with respect to all coverages except professional liability insurance and L & I. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under Summit Law Group's Commercial General Liability insurance policy with respect to the work performed for the City.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage; Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

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

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

c. **Verification of Coverage.** In signing this Agreement, Summit Law Group is acknowledging and representing that required insurance is active and current.

d. **Primary Insurance.** Summit Law Group's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Summit Law Group's insurance and shall not contribute with it.

e. **No Limitation.** Summit Law Group's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Summit Law Group to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

f. **Occurrence Basis.** Unless approved by the City, all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

IX. Conflict of Interest.

Summit Law Group agrees not to perform professional services for other clients where a conflict of interest or ethical violation as defined in the Rules of Professional Conduct for attorneys may exist, except as otherwise agreed to in writing by the City.

X. Compliance with Law.

Summit Law Group agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

XI. Severability.

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

XII. Non-Waiver.

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

XIII. Extent of Agreement/Modification.

This Agreement, together with all attachments and addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

XIV. Notice.

Notice pursuant to this Agreement shall be given in writing to Bruce Schroeder Summit Law Group, LLP, 315 Fifth Avenue South, Suite 1000, Seattle, WA 98104 at Summit Law Group and to Gloria Hirashima, CAO, City of Marysville, City Hall 1049 State Avenue, Marysville, Washington 98270, or at such other persons and/or addresses as the Summit Law Group and/or the City may designate.

XV. Governing Law.

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

XVI. Venue.

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

XVII. Counterparts.

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

XVIII. Time of Performance.

This Agreement shall commence on January 1, 2014 and end December 31, 2014. Extension of the services contract will be by written agreement, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

SUMMIT LAW GROUP, LLP

CITY OF MARYSVILLE

By: _____
Bruce Schroeder

By: _____
Jon Nehring, Mayor

Date: _____

Date: _____


SUMMIT LAW GROUP -- LABOR/EMPLOYMENT ATTORNEYS 2014 Fee Schedule	
NAME	PUBLIC RATE
Peter Altman	225.00
Kristin D. Anger	270.00
Denise L. Ashbaugh	255.00
Michael C. Bolasina	270.00
John H. Chun	275.00
Elizabeth R. Kennar	270.00
Otto G. Klein	300.00
Sofia D. Mabee	270.00
Shannon E. Phillips	270.00
Bruce L. Schroeder	300.00
Linda Swanson	125.00
Rodney B. Younker	295.00

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CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/9/13

AGENDA ITEM: Janitorial Services Contract Extension	
PREPARED BY: Cheryl Niclai	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works	
ATTACHMENTS: Amendment No. 5 to Janitorial Services Contract	
BUDGET CODE: Various	AMOUNT: \$67,261.58

SUMMARY:

In 2009, the contract for janitorial services was bid and awarded to Advantage Building Services and the City has exercised the option to renew each annual term since then. The contract can be renewed for up to eight additional years upon agreement of the State Office of Procurement, City of Marysville and Advantage Building Services.

The vendor and City staff negotiated a new contract price to account for the vendor's increased operating costs. The proposed price increase is \$2,586.98 for the next annual term including additional services of the CD Construction Building. This would result in a new contract amount of \$67,261.58. We propose extending the contract for an additional 12 months subject to all other existing terms, conditions, and specifications.

RECOMMENDED ACTION:

Staff recommends Council authorize the Mayor to sign Amendment No. 5 to the janitorial services contract between the City of Marysville and Advantage Building Services which increases the contract by \$2,586.98 for a total amended contract price of \$67,261.58 and extends the Contract for a fifth annual term.

AMENDMENT NO. 5 TO JANITORIAL SERVICES CONTRACT
BETWEEN
THE CITY OF MARYSVILLE
AND
ADVANTAGE BUILDING SERVICES
Effective January 1, 2014

The City and Advantage Building Services agree to amend and modify the Contract as follows to include an increase in janitorial service fees, and to extend the Contract for a fifth annual term.

1. Site Address #14, "CD Construction Building," located at 60 State Avenue, will be added to the cleaning schedule of the Contract.
2. Advantage Building Services will be paid an additional \$2586.98 for the fifth annual term extension of the Contract for a total Contract amount of \$67,261.58.
3. The Contract will be extended for a fifth annual term beginning January 1, 2014 and will end December 31, 2014.
4. All terms, conditions and provisions of the Contract and Amendments 1, 2, 3 and 4 shall remain in full force and effect except as expressly modified by this Amendment.

IN WITNESS WHEREOF, the parties have executed this contract Amendment No. 5 by their duly authorized representatives to be effective the day and the year first above written.

Attest:

CITY OF MARYSVILLE

City Clerk

Mayor

Approved as to form:

CONTRACTOR
ADVANTAGE BUILDING SERVICES

City Attorney

By *[Signature]*
Its Partner
Address: 632 107th PL SE
Everett, WA 98208
Telephone: 425-355-9287

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CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/9/2013

AGENDA ITEM: Business Licensing: Interagency Agreement between the City of Marysville and the State of Washington	
PREPARED BY: Carol Mulligan, Program Specialist	DIRECTOR APPROVAL:
DEPARTMENT: Community Development	<i>no</i>
ATTACHMENTS: 1. Copy of Business Licensing Services Agreement	
BUDGET CODE:	AMOUNT:

SUMMARY:

On February 12, 2007, the City of Marysville and the Washington State Department of Licensing / Master License Service went "live" with a business licensing partnership. Effective July 1, 2011, the Master License Service (MLS) program moved from the Department of Licensing to the Department of Revenue 's Business Licensing Service (BLS) .

On January 9, 2014, the contract between the City of Marysville and BLS will expire. Consequently, a new contract for services agreement will need to be executed between these two parties before the expiration date.

RECOMMENDED ACTION: City staff recommends that Council Authorize the Mayor to sign the "Business Licensing Service Agreement" between the City of Marysville and the DOR's Business Licensing Service.

BUSINESS LICENSING SERVICES AGREEMENT

I. Parties and Contact Information

This Business Licensing Services Agreement ("Agreement") is entered into between the parties identified below:

	State of Washington Department of Revenue Business Licensing Services	City of Marysville
	("Revenue")	("Partner")
Mailing Address	PO Box 47475 Olympia, WA 98504-7475	80 Columbia Ave Marysville, WA 98270
Delivery Address	6500 Linderson Way SW, Ste 102 Tumwater, WA 98501	80 Columbia Ave Marysville, WA 98270
Contact Person:	Maria Moore Phone: (360) 705-6641 FAX: (360) 705-6699 E-Mail: mariam@dor.wa.gov	Chris Holland Phone: (360) 363-8207 FAX: (360) 651-5099 E-Mail: cholland@marysvillewa.gov

II. Purpose.

The purpose of this Agreement is to establish the terms under which the Business Licensing Services Division of the Department of Revenue will act as Partner's agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to Partner's licensing or other regulatory activities. Partner retains all power and authority over its business licensing and other regulatory activities except as expressly delegated to Revenue under this Agreement.

III. Effective date.

This Agreement is effective as of (*check one*): (mm/dd/yyyy).
 the date of the last signature of the parties.

IV. Services provided by Revenue

Revenue will perform the services identified in this Section IV using best efforts in a manner determined by Revenue in good faith to be appropriate considering objectives, costs, and effectiveness.

- Distribute and process initial and renewal internet and/or paper-based applications for Partner's business licensing and/or other regulatory activities.
- Collect and process license fees and licensing information received from applicants and licensees. Disburse collected fees as directed by Partner.
- Issue Business License with Partner's license endorsement as authorized by Partner.
- Provide routine reports on Partner's business licenses as requested by Partner, which may include daily lists of new business applications and renewals, fees processed each day, weekly list of pending accounts, and lists of businesses for which fees have been transferred.

DOR Contract Number: K1038

- Maintain electronic or microfilm images of all paper documents and electronic representations of electronic filings received by Revenue from applicants and provide copies or certified copies as requested.
- Maintain a database containing information received from applicants and licensees (the BLS Database).
- Provide technical assistance to establish and configure appropriate BLS Database access and secure access for Partner staff.
- Provide initial training to Partner staff in the use of the BLS Database, and ongoing training to address changes to the BLS database/access protocols or in Partner staff. Training will occur at Partner's location, over the telephone, or online, as agreed upon by the parties.
- Effect reasonable modifications in the BLS system, database, process, or forms to accommodate Partner's licensing or other regulatory requirements. Revenue will consult with Partner in evaluating alternatives and determining the most feasible and timely means of achieving Partner objectives.
- Timely notify Partner of other modifications to the BLS system, database, process, or forms, including modifications accommodating other BLS partners.

V. Partner obligations

- Timely provide Revenue with all information requested to implement Partner's participation in the BLS program.
- Follow all requirements identified by Revenue as necessary for participation in the BLS program, including using :
 - The Business License Application and other forms and processes established by Revenue;
 - The "Business License" document for proof of licensure under Partner's licensing or regulatory program.
 - The Unified Business Identifier (UBI) number to identify licensees and license accounts in all communications with Revenue.
- Obtain and maintain at its own cost, all necessary equipment and on-line services required at Partner's business location(s) to support Partner's access into and use of the BLS Database. End-to-end testing will take place until such time as Revenue is satisfied.
- Ensure Partner Licensing and Information Technology staff are available to respond promptly to Revenue. Partner staff will be knowledgeable of Partner operations and/or technology and be able to assist Revenue staff with process improvements and/or troubleshooting.
- Provide timely advance notice to Revenue of potential changes to Partner business licensing requirements, fees or processes.
- Upon request by Revenue, provide statistical data associated with the BLS Partner Partnership Agreement such as Full Time Equivalent (FTE) savings, change in number of Partner licensees, and change in revenue flow.

VI. Compensation

Services identified in this Agreement are provided by Revenue at no charge with the exception of the following:

- Partner shall reimburse Revenue for all fees charged by credit card processors and/or financial institutions upon any funds charged, collected, or refunded by Revenue in processing applications and /or collecting fees related to Partner's licensing or other regulatory activities.
- Partner shall reimburse Revenue the costs of developing and producing ad hoc informational reports. Ad hoc reports will be created only if requested by the Partner and agreed-upon by Revenue.
- Partner shall reimburse Revenue's expenses for the implementation of changes to the BLS process, if requested by the Partner and agreed-upon by Revenue.
- All project coordination costs, including travel-related expenses, shall be absorbed by the respective parties for their own staff.
- The Partner shall reimburse Revenue for Partner's share of mainframe charges from the Department of Enterprise Services. Partner's share includes per inquiry/entry charge for access and usage of the BLS system, costs required to transmit Word document reports, and costs associated with ad hoc reports requested (if any).

VII. Billing procedures.

Partner will provide and maintain with Revenue its current billing addresses and the personnel, if any, to whom invoices should be directed. Revenue shall submit invoices to Partner as-needed, but in no event more frequently than monthly. Partner shall pay all invoices by warrant or account transfer within thirty (30) calendar days of the invoice issue date. Upon expiration or termination of this Agreement, any claim for payment not already made shall be submitted within ninety (90) calendar days after the expiration/termination date or the end of the fiscal year, whichever is earlier.

VIII. Confidentiality and data sharing.

The parties agree to the confidentiality and data sharing provisions set forth in Exhibit A and incorporated herein by this reference.

IX. Term and Termination.

This agreement is effective until terminated. Either party may terminate this Agreement upon ninety (90) calendar days' prior written notice to the other party.

X. Disputes.

The parties agree to participate in good faith mediation to resolve any disputes that are not otherwise resolved by agreement, prior to any action in court or by arbitration. At any time, either party may initiate formal mediation by providing written request to the other party setting forth a brief description of the dispute and a proposed mediator. If the parties cannot agree upon a mediator within fifteen (15) calendar days after receipt of the written request for mediation, the parties shall use a mediation service that selects the mediator for the parties. Each party shall be responsible for one-half of the mediation fees, if any, and its own costs and attorneys' fees.

XI. Miscellaneous.

- A. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement must be commenced in Thurston County, Washington.
- B. **Interpretation.** This Agreement shall be interpreted to the extent possible in a manner consistent with all applicable laws and not strictly for or against either party.

- C. No Waiver. The failure of either party to enforce any term in any one or more instance will not be construed as a waiver or otherwise affect any future right to insist upon strict performance of the term. No waiver of any term of this Agreement shall be effective unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- D. Assignment and Delegation. Either party may assign any right or interest, or delegate any duty or obligation, arising under this Agreement upon thirty (30) days written notice to the other party.
- E. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall be given effect to the extent consistent with applicable law and the fundamental purpose of this Agreement.
- F. Survival. Terms of this Agreement which by their nature would continue beyond termination will survive termination of this Agreement for any reason, including without limitation, Sections 3 through 7 in Exhibit A.
- G. No third party beneficiaries. This Agreement is for the benefit of the parties and their successors and may not be enforced by any non-party.
- H. Amendments. No amendment to this Agreement is enforceable unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- I. Merger and integration. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.
- J. Changes in law. The provisions of this Agreement shall be deemed to change in a manner that is consistent with any changes to any directly applicable statutory authority, provided that the change is consistent with the manifest intent of this Agreement and does not conflict with any of its express provisions. Any such change to this Agreement shall be effective on the effective date of the change in authority.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date specified above.

State of Washington
Department of Revenue
Business Licensing Services

City of Marysville

Date

Date

Template approved as to form

Approved as to form

ON FILE

Rebecca Glasgow,
Assistant Attorney General for Washington State

Date

EXHIBIT A
CONFIDENTIALITY AND DATA SHARING

1. Purpose and Scope

The following provisions establish the terms under which Revenue and Partner will share Confidential Licensing Information pursuant to the BLS Agency Partnership Agreement (the "Agreement").

2. Definitions

"Confidential Licensing Information" has the same meaning as "Licensing Information" under RCW 19.02.115(1) (b) and includes, but is not limited to, any information included in the master applications, renewal applications, and master licenses under the business licensing service program. Confidential Licensing Information is classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.

3. Confidentiality

Partner and Revenue each agree to keep confidential and secure from unauthorized use, access, or disclosure, all Confidential Licensing Information received under the Agreement.

- A. **Ensuring Security:** Partner and Revenue shall each establish and implement physical, electronic, and managerial policies, procedures, and safeguards to ensure that all Confidential Licensing Information received by it under this Agreement is secure from unauthorized use, access, or disclosure.
- B. **Electronic Security:** Partner's electronic security policies, procedures, and safeguards must be at least as stringent as those set forth in *Washington's Standard for Securing Information Technology Assets*, OCIO Standard No. 141.10, as amended from time to time.
- C. **Proof of Security.** Revenue reserves the right to monitor, audit, or investigate Partner's security policies, procedures, and safeguards for Confidential Licensing Information. Partner agrees to provide information or proof of its security policies, procedures, and safeguards as reasonably requested by Revenue.

4. Statutory Prohibition Against Disclosure; Secrecy Affidavit.

- A. **Criminal Sanctions.** RCW 19.02.115 prohibits the disclosure of Confidential Licensing Information, except as expressly authorized by RCW 19.02.115. It is a misdemeanor for any person acquiring Confidential Licensing Information under this Agreement to disclose such information in violation of the disclosure limitations stated in RCW 19.02.115. Additionally, if the person is a state officer or employee, the person must forfeit such office or employment and is incapable of holding any public office or employment in Washington for a period of two years thereafter.
- B. Partner will require employees with access to Confidential Licensing Information to sign a copy of the secrecy affidavit attached at Exhibit B.

5. Authorized Use, Access, and Disclosure

- A. **Permitted Uses:** Confidential Licensing Information may be used for official purposes only.
- B. **Permitted Access:** Confidential Licensing Information may be accessed only by Partner's employees and agents that have a bona fide need to access such information in carrying out their official duties.
- C. **Permitted Disclosure:** Confidential Licensing Information received under the Agreement must not be disclosed to non-parties unless the disclosure is:
 - permitted under an express disclosure exception in RCW 19.02.115;

- ordered under any judicial or administrative proceeding; or
 - otherwise expressly authorized by Revenue in writing.
- D. Public Records Requests: In the event that Partner reasonably believes that it must disclose information pursuant a Public Records Request, and Partner is prohibited from disclosing such information under the terms of this Agreement, Partner must give notice to DOR of its intention to disclose. The notice shall be provided at least 14 business days in advance of disclosure, the notice shall contain a copy of the public records request, and the notice shall reasonably identify the information that Partner believes is prohibited from disclosure under this Agreement.

6. Breach of Confidentiality

In the event of any use, access, or disclosure of by Partner or its employees or agents in material violation of the confidentiality terms of this Agreement:

- A. Partner shall notify Revenue in writing as soon as practicable, but no later than three working days, after determining that a violation has occurred.
- B. Revenue may immediately terminate this Agreement and require the certified return or destruction of all records containing Confidential Licensing Information, however, Revenue shall provide Partner with an electronic record containing all information collected for Partner's licensing or other regulatory activities in an electronic medium.

7. Ownership and Retention of Records

Records furnished to Partner in any medium remain the property of Revenue. However, except as otherwise expressly provided in this Agreement, Partner may retain possession of all such records in accordance with its own electronic information and document retention policies.

****end*****

Confidentiality Affidavit

“Licensing Information” that is collected and maintained through the Business Licensing Service program is confidential and may not be disclosed by any person unless and to the extent expressly authorized by statute.

“Licensing Information” is defined under RCW 19.02.115(1)(b) and includes, without limitation, all information included in any master business license application, renewal application, or master license under the BLS program. It is a misdemeanor for any person to disclose this confidential Licensing Information except under certain limited circumstances.

The Department of Revenue requests that each employee of any city, county, agency, or other entity participating in the BLS program who has access to Licensing Information read and become aware of the definition of “Licensing information,” as well as the limitations and exceptions on disclosures.

By signing below, you acknowledge that you have read RCW 19.02.115 and agree to abide by the confidentiality requirements of state law.

State of Washington
County of _____

I, _____, employed by _____
swear or affirm that I have read the attached statutes and understand their requirements.

Dated: _____

(Signature)

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____

(Signature of Notary Public)

My appointment expires _____

RCW 19.02.115**Licensing information — Authorized disclosure — Penalty.**

(1) For purposes of this section:

(a) "Disclose" means to make known to any person in any manner licensing information;

(b) "Licensing information" means any information created or obtained by the department in the administration of this chapter and chapters 19.80 and 59.30 RCW, which information relates to any person who: (i) Has applied for or has been issued a license or trade name; or (ii) has been issued an assessment or delinquency fee. Licensing information includes master applications, renewal applications, and master licenses; and

(c) "State agency" means every Washington state office, department, division, bureau, board, commission, or other state agency.

(2) Licensing information is confidential and privileged, and except as authorized by this section, neither the department nor any other person may disclose any licensing information. Nothing in this chapter requires any person possessing licensing information made confidential and privileged by this section to delete information from such information so as to permit its disclosure.

(3) This section does not prohibit the department of revenue from:

(a) Disclosing licensing information in a civil or criminal judicial proceeding or an administrative proceeding:

(i) In which the person about whom such licensing information is sought and the department, another state agency, or a local government are adverse parties in the proceeding; or

(ii) Involving a dispute arising out of the department's administration of chapter 19.02, 19.80, or 59.30 RCW if the licensing information relates to a party in the proceeding;

(b) Disclosing, subject to such requirements and conditions as the director prescribes by rules adopted pursuant to chapter 34.05 RCW, such licensing information regarding a license applicant or license holder to such license applicant or license holder or to such person or persons as that license applicant or license holder may designate in a request for, or consent to, such disclosure, or to any other person, at the license applicant's or license holder's request, to the extent necessary to comply with a request for information or assistance made by the license applicant or license holder to such other person. However, licensing information not received from the license applicant or holder must not be so disclosed if the director determines that such disclosure would compromise any investigation or litigation by any federal, state, or local government agency in connection with the civil or criminal liability of the license applicant, license holder, or another person, or that such disclosure would identify a confidential informant, or that such disclosure is contrary to any agreement entered into by the department that provides for the reciprocal exchange of information with other government agencies, which agreement requires confidentiality with respect to such information unless such information is required to be disclosed to the license applicant or license holder by the order of any court;

(c) Publishing statistics so classified as to prevent the identification of particular licensing information;

(d) Disclosing licensing information for official purposes only, to the governor or attorney general, or to any state agency, or to any committee or subcommittee of the legislature dealing with matters of taxation, revenue, trade, commerce, the control of industry or the professions, or licensing;

(e) Permitting the department's records to be audited and examined by the proper state officer, his or her agents and employees;

(f) Disclosing any licensing information to a peace officer as defined in RCW 9A.04.110 or county prosecuting attorney, for official purposes. The disclosure may be made only in response to a search warrant, subpoena, or other court order, unless the disclosure is for the purpose of criminal tax or license enforcement. A peace officer or county prosecuting attorney who receives the licensing information may disclose that licensing information only for use in the investigation and a related court proceeding, or in the court proceeding for which the licensing information originally was sought;

(g) Disclosing, in a manner that is not associated with other licensing information, the name of a license applicant or license holder, entity type, registered trade name, business address, mailing address, unified business identifier number, list of licenses issued to a person through the master license system established in chapter 19.02 RCW and their issuance and expiration dates, and the dates of opening of a business. The department is authorized to give, sell, or provide access to lists of licensing information under this subsection (3)(g) that will be used for commercial purposes;

(h) Disclosing licensing information that is also maintained by another Washington state or local governmental agency as a public record available for inspection and copying under the provisions of chapter 42.56 RCW or is a document maintained by a court of record and is not otherwise prohibited from disclosure;

(i) Disclosing any licensing information when the disclosure is specifically authorized under any other section of the Revised Code of Washington;

(j) Disclosing licensing information to the proper officer of the licensing or tax department of any city, town, or county of this state, for official purposes. If the licensing information does not relate to a license issued by the city, town, or county requesting the licensing information, disclosure may be made only if the laws of the requesting city, town, or county grants substantially similar privileges to the proper officers of this state; or

(k) Disclosing licensing information to the federal government for official purposes.

(4) The department may refuse to disclose licensing information that is otherwise disclosable under subsection (3) of this section if such disclosure would violate federal law or any information sharing agreement between the state and federal government.

(5) Any person acquiring knowledge of any licensing information in the course of his or her employment with the department and any person acquiring knowledge of any licensing information as provided under subsection (3)(d), (e), (f), (j), or (k) of this section, who discloses any such licensing information to another person not entitled to knowledge of such licensing information under the provisions of this section, is guilty of a misdemeanor. If the person guilty of such violation is an officer or employee of the state, such person must forfeit such office or employment and is incapable of holding any public office or employment in this state for a period of two years thereafter.

[2011 c 298 § 12.]

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CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

AGENDA ITEM: Community Development Block Grant – Program Years 2014 & 2015 Funding Allocations	AGENDA SECTION:	
PREPARED BY: Chris Holland, Planning Manager	APPROVED BY:	
ATTACHMENT: 1. CDBG – Program Years (PYs) 2014 & 2015 Funding Recommendation 2. Exhibit A –Funding Recommendation Spreadsheet		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

It is anticipated that the City of Marysville will receive approximately \$320,000 in Community Development Block Grant (CDBG) funding for program years (PY) 2014 & 2015, respectively. On September 1, 2013 the Community Development Department released both capital projects and public service grant applications.

Four (4) capital project applications and three (3) public services applications were submitted. The Citizen Advisory Committee (CAC) was provided copies of the grant applications, and a summary indicating each grant application met a national objective, was an eligible activity and met the strategies and objectives identified in the 2012 – 2016 Consolidated Plan.

On October 22, 2013 the CAC held a public meeting allowing each applicant to present their proposed projects. The CAC held an additional public meeting on November 5, 2013 in order to evaluate each application in accordance with the scoring criteria outlined in the capital project and public service applications and make a funding recommendation to City Council. Attached are the CACs funding recommendations for PYs 2014 & 2015.

RECOMMENDED ACTION:

Approve the Citizen Advisory Committees funding recommendations for Program Years 2014 & 2015, and direct staff to notify each subrecipient of the approved funding recommendations and prepare a Program Year 2014 Annual Action Plan in accordance with the 2012 – 2016 Consolidated Plan.

COUNCIL ACTION:



COMMUNITY DEVELOPMENT DEPARTMENT
 80 Columbia Avenue ♦ Marysville, WA 98270
 (360) 363-8100 ♦ (360) 651-5099 FAX

CDBG - Program Years (PYs) 2014 & 2015 Funding Recommendation

The Citizen Advisory Committee (CAC) for Housing and Community Development, having held public meetings, on October 22, 2013 and November 5, 2013, in review of Program Years (PY) 2014 & 2015 Community Development Block Grant (CDBG) applications for both Capital Projects and Public Services, in accordance with the City of Marysville 2012 – 2016 Consolidated Plan (ConPlan) that was approved by the U.S. Department of Housing and Urban Development (HUD), and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

FINDINGS:

1. The City of Marysville has anticipated receiving approximately \$320,000 in CDBG funding for PY 2014 & 2015, respectively.
2. On September 1, 2013 the Community Development Department released both capital projects and public service grant applications.
3. A total of four (4) Capital Project and three (3) Public Service applications were received.
4. The CAC reviewed each grant application to ensure that each project and service met a national objective, was an eligible activity and met the strategies and objectives identified in the ConPlan.
5. Funding requested in the grant applications for each program year fell short of the \$320,000 in anticipated funding from HUD. City Staff had requested that the surplus funding be allocated for a "Revolving Loan Program" in accordance with the strategies and objectives outlined in the ConPlan.
6. The CAC held a public meeting on October 22, 2013 allowing each applicant to present their Capital Project and Public Service applications to the CAC.
7. The CAC held an additional public meeting on November 5, 2013 in order to evaluate each application in accordance with the scoring criteria outlined in the Capital Project and Public Service applications and make a funding recommendation to City Council.

CONCLUSIONS:

At the public meeting, held on November 5, 2013, the CAC recommended funding the Capital Projects, Public Services, Administration and directed staff to develop a "Revolving Loan Program" as reflected in the spreadsheet attached hereto as **Exhibit A**.

RECOMMENDATION:

Forwarded to the Marysville City Council as a Recommendation to provide CDBG funding for the Capital Projects, Public Services, Administration and directed staff to develop a "Revolving Loan Program" as reflected in the spreadsheet attached hereto as **Exhibit A** this **5th day of November, 2013**.

By: _____
 Greg Kanehen, CAC Chair

Organization	Activity	PY2014 Request	PY2015 Request	PY2014 CAC Recommendation	PY2015 CAC Recommendation
CAPITAL PROJECTS (65% minimum)					
City of Marysville PW	SR528 Ped Improvement	\$80,000	\$80,000	\$80,000	\$80,000
Senior Services of Snohomish County	Minor Home Repair	\$65,000	\$65,000	\$65,000	\$65,000
Housing Hope	"Beachwood Apartments" Phase 2 Playground Improvement	\$33,438	\$0	\$0	\$0
City of Marysville Parks	Comeford Park - Spray Park Site Improvement	\$33,500	\$0	\$33,500	\$0
City of Marysville	Revolving Loan Program	\$39,800	\$73,300	\$39,800	\$73,300
TOTAL		\$251,738	\$218,300	\$218,300	\$218,300

Organization	Activity	PY2014 Request	PY2015 Request	PY2014 CAC Recommendation	PY2015 CAC Recommendation
PUBLIC SERVICES (15% maximum)					
Domestic Violence – Legal Advocacy	Legal Services	\$15,000	\$15,000	\$15,000	\$15,000
Catholic Community Services	Volunteer Chore Services	\$5,000	\$5,000	\$5,000	\$5,000
Housing Hope	"Beachwood Apartment" Supportive Services - Homelessness	\$17,658	\$17,658	\$17,700	\$17,700
TOTAL		\$37,658	\$37,658	\$37,700	\$37,700


Organization	Activity	PY2014 Request	PY2015 Request	PY2014 CAC Recommendation	PY2015 CAC Recommendation
ADMINISTRATION (20% maximum)					
City of Marysville	Planning and Administration	\$64,000	\$64,000	\$64,000	\$64,000
PY2014 Anticipated Allocation		\$320,000		\$320,000	
PY2015 Anticipated Allocation			\$320,000		\$320,000
CAC RECOMMENDATION FOR PY2014					
PY2014 Capital Projects		\$218,300	68.22%	65% minimum	
PY2014 Public Services		\$37,700	11.78%	15% maximum	
PY2014 Administration		\$64,000	20.00%	20% maximum	
PY2014 TOTAL		\$320,000	100.00%		
CAC RECOMMENDATION FOR PY2015					
PY2015 Capital Projects		\$218,300	68.22%	65% minimum	
PY2015 Public Services		\$37,700	11.78%	15% maximum	
PY2015 Administration		\$64,000	20.00%	20% maximum	
PY2015 TOTAL		\$320,000	100%		

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CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/9/2013

AGENDA ITEM: Interlocal Agreement for Emergency Management Services	
PREPARED BY: Cheryl Niclai	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works	
ATTACHMENTS: Interlocal Agreement for Emergency Management Services	
BUDGET CODE: Various	AMOUNT: \$139,662

SUMMARY:

Snohomish County Department of Emergency Management (SCDEM) operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to RCW Chapter 38.52. The City and SCDEM have contracted emergency management services through previous agreements for Emergency Management Services for several years.

The purpose of this agreement is to provide an economical mechanism for administration and coordination of County and City emergency management programs and protect the public peace, health, and safety, and to preserve the lives and property of the people of the County and City.

Under this agreement, SCDEM will continue to provide emergency management services as described in the Comprehensive Emergency Plan and in Attachment A to the Interlocal Agreement.

Service charges would be increased under this agreement because of CPI-W and population for an annual difference of \$1,593 from 2013 fees. The two year agreement would result in a total contract price of \$139,662 with an adjustment in 2015 as described in Paragraph 6 of the agreement.

Snohomish County and the City believe it is in the public best interest to continue to provide and coordinate emergency management services.

RECOMMENDED ACTION:

Staff recommends Council authorize the Mayor to sign the Interlocal Agreement for Emergency Management Services between SCDEM and the City.

INTERLOCAL AGREEMENT FOR
EMERGENCY MANAGEMENT SERVICES

THIS AGREEMENT (the "Agreement") is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as "County"), and the City of Marysville, a municipal corporation of the State of Washington (hereinafter referred to as "City").

WHEREAS, the County has established the Snohomish County Department of Emergency Management (hereinafter "SCDEM") as an emergency management agency within County government pursuant to Chapter 2.36 SCC; and

WHEREAS, the County, acting through SCDEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to Chapter 38.52 RCW; and

WHEREAS, the City and the County have previously contracted for coordinated emergency management services through the Interlocal Agreement for Emergency Management Services dated March 12, 2012; and

WHEREAS, the County and City believe that it is in the public interest to continue to provide and coordinate emergency management services as provided herein;

NOW, THEREFORE, the County and City hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide an economical mechanism for administration and coordination of County and City emergency management programs and thereby to protect the public peace, health, and safety and to preserve the lives and property of the people of the County and City.

2. Term. The term of this Agreement shall commence at 12:01 a.m. on the 1st day of January 2014, and expire at midnight on the 31st day of December 2015. This Agreement is subject to termination prior to its expiration date pursuant to Section 3.

3. Termination; Notice. If either party determines that it wishes to terminate this Agreement prior to its expiration, it shall provide written notice to the other by no later than June 15 of the year of termination. Termination pursuant to such notice may not occur prior to December 31st of the calendar year in which notice is given.

4. Definitions. The following definitions shall apply to this Agreement:

A. "Advisory Board" means the SCDEM Advisory Board established pursuant to SCC 2.36.100.

B. "City" means the City of Marysville.

C. "County" means Snohomish County.

D. "Director" means the Director of SCDEM appointed pursuant to SCC 2.36.060.

E. "Emergency management" means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergencies and disasters, and to aid victims suffering from injury or damage, resulting from disasters caused by all hazards, whether natural, technological, or human caused, and to provide support for search and rescue operations for persons and property in distress. It does not mean preparation for emergency evacuation or relocation of residents in anticipation of nuclear attack.

F. "Emergency or disaster" means an event or set of circumstances which: (a) demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences, or (b) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency pursuant to RCW 43.06.010.

5. Emergency Management Services. The County shall provide emergency management services, as described herein, to the City during the term of this Agreement in accordance with Chapter 38.52 RCW. The County will endeavor to provide the services described in its comprehensive emergency management plan and as further described in Attachment A, which is attached and incorporated herein, subject to the limitations provided for in Paragraph 9.

6. Compensation. It is the intent of the parties that the City pays the costs of emergency management services provided by the County pursuant to this Agreement, including reasonable operation and maintenance costs, through service charges as established by this Agreement.

For 2014, the City shall pay annual service charges to the County at the rate of \$1.12 per capita based on the City's population number from the Office of Financial Management (OFM) *April 1, 2013 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*, as set forth in Attachment B.

The service charges to be paid by the City shall be adjusted January 1, 2015, as follows: (1) the 2015 per capita rate shall be the 2014 per capita rate adjusted by the amount of the change in the B.L.S. Consumer Price Index – Urban Wage Earner (CPI-W) for the Seattle-Tacoma-Bremerton area for the period from April 2013 to April 2014; and (2) the 2015 service charges shall be based on the City's population number from the Office of Financial Management (OFM) *April 1, 2014 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*.

By July 10, 2014, the County shall issue a revision to Attachment B to reflect the City's population number from the Office of Financial Management (OFM) *April 1, 2014 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington* and resulting actual service charges for 2015

Payments are due and payable quarterly on January 31, April 30, July 31, and October 31st.

7. Advisory Board. The City shall be entitled during the term of this Agreement to representation on the SCDEM Advisory Board established by SCC 2.36.100. The duties of the Advisory Board are set forth in SCC 2.36.130, as it now exists or is hereafter amended

8. Privileges and immunities. Whenever the employees of the County or City are rendering outside aid pursuant to the authority contained in RCW 38.52.070 and 38.52.080(1), such employees shall have the same powers, duties, privileges, and immunities as if they were performing their duties in the County or City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege, or immunity afforded the County or City in Chapter 38.52 RCW.

9. No warranty/rights of third parties. Notwithstanding any other provision of this Agreement, the emergency management services provided for herein shall be provided without warranty of any kind, including but not limited to the sufficiency or adequacy of the actions of the parties in response to an emergency or disaster or for support of search and rescue operations with regard to any person or property in distress. This Agreement confers no rights upon third parties.

10. Hold harmless and indemnification. Except in those situations where the parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each party shall protect, defend, hold harmless and indemnify the other party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this Agreement. Each party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party

16. Recording. This Agreement and any amendment shall take effect upon execution by the parties and posting of the Agreement or amendment on the County's website pursuant to RCW 39.34.040.

DATED this __ day of _____, 2013. DATED this __ day of _____, 2013.

CITY OF MARYSVILLE

SNOHOMISH COUNTY

Mayor

Snohomish County Executive

Attest:

Attest:

Approved as to form:

CONTRACT TEMPLATE ONLY
REVIEWED AND APPROVED:
Margaret King 9/23/2013
Deputy Prosecuting Attorney

City Attorney

Interlocal Agreement
Attachment A

Section A.

AUTHORITIES

The County shall operate and have emergency powers as authorized by RCW 38.52.070 and exercise disaster control and coordination through its Department of Emergency management (DEM).

Section B.

EMERGENCY MANAGEMENT ORGANIZATION

1. Provide an emergency management organization compliant with state and federal guidelines, adhering to the commonly practiced principles of emergency management and utilizing the National Incident Management System (NIMS) and the Incident Command System (ICS). The organization will coordinate emergency management activities in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural or man-made disasters.
2. In order to support cities and/or incident commanders during disasters, as defined by RCW 38.52.010(6) or as declared by the Governor of the State of Washington, DEM will activate the Snohomish County Emergency Operations Center (EOC).

There are three levels of activation of the Snohomish County EOC:

Level I activation involves minor emergencies and the EOC will be primarily staffed from existing emergency management personnel and resources.

Level II activation involves incidents that have special characteristics requiring response by multiple county departments and partner agencies. It requires the acquisition and/or use of special resources. This level of activation will require support from selected Emergency Support Functions (ESF) and may include overnight operation.

Level III activation involves extraordinary incidents that require the coordinated response of all levels of government and emergency services in order to save lives and protect property. This level activation will require 24/7 operation and utilization of all ESF personnel.

The level of EOC activation depends on the situation and the need for coordination and support. The EOC may be activated upon a request from outside agencies such as fire districts, public safety answering points (dispatch centers) or other local governments to support their operations, but the decision to activate the EOC is made by either the

Director of the Department of Emergency Management (DEM), the Response and Recovery (R&R) Division or the appropriate designee in the DEM line of succession.

3. Under the provisions of Chapter 38.52 RCW, the County will initiate, through the County Executive, a Declaration of Emergency when it determines that a public disorder, disaster, energy emergency, or riot exists which affects the life, health, property or public peace.

Section C.

PERSONNEL

1. DEM is structurally organized, staffed, and trained to provide emergency management functions via a strategic means.

2. When requested and when practicable, DEM will deploy liaison(s) to cities to directly assist with incident management leadership, technical support and assistance, and/or use of mobile assets. During activation of the EOC, DEM may request that cities deploy liaisons to the Snohomish County EOC to, among other things, enhance communication between the EOC and the incident site(s).

Section D.

EMERGENCY COMMUNICATION

1. DEM will endeavor to minimize injury, death, and destruction by utilizing traditional communication means to warn and provide information and instruction to the general public regarding impending or occurring disasters.

2. DEM and participating cities will utilize communication protocols and guidance established in the Snohomish County Comprehensive Emergency Management Plan (CEMP). DEM will provide participating cities with training and information or technical assistance to endeavor to ensure communications compatibility and effectiveness during a crisis.

Section E.

RESOURCES AND EQUIPMENT

1. DEM will provide, through the Snohomish County EOC and under the guidelines of NIMS and ICS, for the utilization of resources in efforts to minimize the effects of disasters.

2. DEM will request assistance for cities as needed through established emergency management protocols, from the County to State, State to Region, and Region to National levels.

3. DEM will, through an ongoing process, identify and “type” according to federal and state standards appropriate County resources and assets, including those located within participating city jurisdictions. DEM will maintain the list for disaster response purposes and it shall be available for participating cities to review at their request when *For Official Use Only (FOUO)*. RCW 42.56.420(1).

Section F.

PLANNING, TRAINING, AND EXERCISE SERVICES

1. DEM will coordinate with participating cities to develop training and exercise programs to assist Snohomish County’s citizens, governments, and government leaders to become better prepared for disasters.

2. DEM will develop, maintain, and distribute a master list of available training and exercise opportunities for participating cities.

3. DEM will provide technical assistance and guidance for participating cities on federal and/or state requirements regarding emergency management training and exercises and how best to meet said requirements. When feasible and where cost effective, DEM will directly provide training for participating cities. When DEM is not able to provide direct training, DEM will assist cities to seek necessary funds to accomplish required or desired training.

4. DEM shall provide for participating cities current templates and technical assistance for development of the local Comprehensive Emergency Management Plan (CEMP) where required and/or the Emergency Operations Plan (EOP) and Continuity of Operations Plan (COOP).

5. DEM will provide technical support and assistance for the development of Public Information plans in participating cities. DEM will, through Emergency Support Function 15 (ESF-15), work to develop a protocol for operation of a Joint Information Center (JIC) between the County and participating cities as needed during disasters.

Section G.

DISASTER RECOVERY and MITIGATION

1. DEM will assist participating cities in the recovery process as defined in Public Law 93-288, as amended, the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*. When specifically requested, DEM will provide strategic and technical leadership and, where necessary and practicable, training for participating cities to successfully recover from disasters.
2. DEM will coordinate with participating cities and the Snohomish County Public Works Solid Waste Division to activate and operate the disaster debris recovery mission. The County’s Disaster Debris Management Plan

(DDMP) is a FEMA approved document that is an annex to the Snohomish County Comprehensive Emergency Management Plan and can be activated in the following response levels:

- a.* For localized, small events in which fewer than 500 cubic yards of disaster debris is visually identified by aid organizations. In this response, the Solid Waste Division (SWD) will prepare an impact map, locate all addresses in the impact area and issue vouchers for free disposal of disaster debris only to those addresses. Further details are in the full DDMP.
 - b.* For larger events including wind storms, larger floods, small earthquakes and other events SWD will assist participating cities with coordination of, and training for, an appropriate response. SWD will assist Cities with staff training to operate the disaster debris collection sites.
3. The County will provide support with coordination and staff training, as requested and as it is able. Cities will track and report their activities, staff time, equipment costs, materials, contract costs, and other potentially FEMA reimbursable costs. Each city is responsible for the costs it incurs that are not reimbursed by FEMA.
4. DEM will assist Cities with project worksheet preparation as well as offer assistance in setting up systems to capture all necessary data to have the best potential for full eligible expense reimbursement.

DEM, through its Preparedness and Mitigation Division, will provide participating cities with a current list of available mitigation grants and technical guidance that will enable them to apply for funds to prevent or minimize future disasters. When a participating city receives federal or state mitigation grants for projects, DEM will endeavor to assist those cities with technical guidance to meet the objectives and requirements of said grant.

ATTACHMENT B Service Fees by Participating Jurisdiction and Year

2012 Service Fees			
Jurisdiction	April 1, 2010 Population Est. ¹	2011 Per Capita Rate ²	2011 Fees ³
Arlington	17,930	\$1.08	19,390
Darrington	1,345	\$1.08	1,454
Gold Bar	2,060	\$1.08	2,228
Granite Falls	3,370	\$1.08	3,644
Index	180	\$1.08	195
Lake Stevens	28,210	\$1.08	30,506
Marysville	60,660	\$1.08	65,598
Monroe	17,330	\$1.08	18,741
Snohomish	9,200	\$1.08	9,949
Stanwood	6,220	\$1.08	6,726
Sullan	4,655	\$1.08	5,034
Tulalip Tribes ¹⁰	4,183	\$1.08	4,523
Stillaguamish Tribe ¹¹	240	\$1.08	260
Total	155,583		168,247

2013 Service Fees			
Jurisdiction	April 1, 2011 Population Est. ⁴	2012 Per Capita Rate ⁵	2012 Fees ⁶
Arlington	17,970	\$1.11	19,984
Darrington	1,345	\$1.11	1,496
Gold Bar	2,060	\$1.11	2,291
Granite Falls	3,380	\$1.11	3,759
Index	180	\$1.11	200
Lake Stevens	28,510	\$1.11	31,706
Marysville	61,360	\$1.11	68,238
Monroe	17,390	\$1.11	19,339
Snohomish	9,215	\$1.11	10,248
Stanwood	6,300	\$1.11	7,006
Sullan	4,655	\$1.11	5,177
Tulalip Tribes ¹⁰	4,265	\$1.11	4,743
Stillaguamish Tribe ¹¹	279	\$1.11	310
Total	156,909		174,498

2014 Service Fees			
Jurisdiction	April 1, 2013 Population Est. ⁷	2014 Per Capita Rate ⁸	2014 Fees ⁹
Arlington	18,270	\$1.12	20,545
Darrington	1,350	\$1.12	1,518
Gold Bar	2,080	\$1.12	2,339
Granite Falls	3,385	\$1.12	3,806
Index	180	\$1.12	202
Lake Stevens	28,960	\$1.12	32,566
Marysville	62,100	\$1.12	69,831
Monroe	17,510	\$1.12	19,680
Snohomish	9,220	\$1.12	10,368
Stanwood	6,340	\$1.12	7,129
Sullan	4,660	\$1.12	5,240
Tulalip Tribes ¹⁰	4,325	\$1.12	4,863
Stillaguamish Tribe ¹¹	280	\$1.12	315
Total	158,860		178,413

¹Source: State of Washington, Office of Financial Management, April 1, 2011 Estimates; see "Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues" Table

²The 2012 Per Capita Rate is the 2011 Per Capita Rate (\$1.059) adjusted by the change in CPI-U from April 2010 to April 2011, 2.1%.

³The 2012 fees are based on the April 1, 2011 population estimate and the 2012 per capita rate (\$1.0814).

⁴Source: State of Washington, Office of Financial Management, April 1, 2012 Estimates; see "Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues" Table

⁵The 2013 Per Capita Rate is the 2012 Per Capita Rate (\$1.0814) adjusted by the change in CPI-W from April 2011 to April 2012, 2.84%.

⁶The 2013 fees are based on the April 1, 2011 population estimate and the 2012 per capita rate (\$1.1121).

⁷Source: State of Washington, Office of Financial Management, April 1, 2013 Estimates; see "Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues" Table

⁸The 2014 Per Capita Rate is the 2013 Per Capita Rate (\$1.1121) adjusted by the change in CPI-W from April 2012 to April 2013, 1.11%.

⁹The 2014 fees are based on the April 1, 2012 population estimate and the 2013 per capita rate (\$1.1245).

¹⁰The Tulalip Tribes population numbers will be obtained from the Tulalip Tribes Enrollment Department once every year.


¹¹The Stillaguamish Tribe population numbers will be obtained from the Stillaguamish Tribe Enrollment Officer once every year.

Index #18

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

AGENDA ITEM: North Marysville Regional Stormwater Pond 2 – Purchase of Mitigation Credits for Wetland Impacts	
PREPARED BY: Kari Chennault, Surface Water – Program Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works	
ATTACHMENTS: Wetland Mitigation Credit Buy/Sell Agreement with Mitigation Banking Services, LLC and associated Addendum	
BUDGET CODE: 40250594.563000.D0401	AMOUNT: \$137,600

SUMMARY:

In accordance with Administrative Order #10330 issued to the City of Marysville by the Washington State Department of Ecology, the City is obligated to mitigate for impacts to sensitive areas that will occur as a result of the upcoming North Marysville Regional Stormwater Pond 2 Project. The City determined that the most cost-efficient way to do so would be through the purchase of wetland mitigation “credits” from an approved wetland bank.

The attached Agreement between the City and Mitigation Banking Services, LLC provides the framework for the purchase of 0.86 mitigation credits for a purchase price of \$137,600. This purchase will mitigate for impacts to 1.01 acres of Category IV wetlands which presently reside on the Project property.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the attached Wetland Mitigation Credit Buy/Sell Agreement with Mitigation Banking Services, LLC, in the amount of \$137,600.



September 1, 2010

Authorized Signatory Authority:

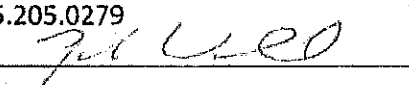
Mitigation Banking Services, LLC and its Executive Committee comprised of:

Skykomish Habitat LLC
David Remlinger, Member/Manager

Habitat Bank LLC
Victor Woodward, Member/Manager

Hereby authorize Zach Woodward, in the role of Sales Manager of Mitigation Banking Services, LLC to execute instruments and documents, including without limitation, checks, drafts, notes and other negotiable instruments, bills of sale, purchase agreements, leases, partnership agreements and any other instruments or documents necessary in the opinion of the Executive Committee, to the business of the Company.

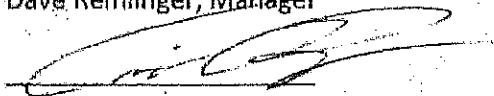
Authorized Signatory Details:

Name: Zach Woodward
Title: Sales Manager
Email: zach@mitigationbankingservices.com
Phone: 425.205.0279
Signature: 


This authorization is valid until further written notice from Mitigation Banking Services LLC.

Signed,

Dave Remlinger, Manager



Victor Woodward, Manager



**WETLAND MITIGATION CREDIT BUY/SELL AGREEMENT
MITIGATION BANKING SERVICES**

This Wetland Mitigation Credit Buy/Sell Agreement (“Agreement”) is made by and between Mitigation Banking Services, LLC, a Washington limited liability company (“MBS” or “Credit Seller”), and the City of Marysville, a local jurisdiction in the State of Washington (“Buyer”) (collectively “Parties”).

1. RECITALS

- 1.1. Mitigation Banking Services, LLC has been contracted by the Snohomish Basin Mitigation Bank (“SBMB”) and the Skykomish Habitat Mitigation Bank (“SHMB”) to market and sell their mitigation credits.
- 1.2. With approval and authorization from the Washington State Department of Ecology (“Ecology”), U.S. Army Corps of Engineers (“Corps”), Environmental Protection Agency (“EPA”), Washington State Department of Natural Resources (“DNR”), and Snohomish County (“County”) (collectively the “Permitting Authorities”), the SBMB and SHMB have been established.
- 1.3. The SBMB and SHMB are established to operate within a portion the State of Washington’s Water Resource Inventory Area Number 7 (“WRIA No. 7”), which portion constitutes the banks “Service Area.”
- 1.4. The purpose of the SBMB and SHMB are to provide off-site mitigation for unavoidable impacts to wetlands and other critical area associated with certain development activity within the Service Area.
- 1.5. The SBMB and SHMB are authorized by the Permitting Authorities to sell and transfer wetland and critical area mitigation credits for permits, said credits being units of trade representing the increase in ecological value of a site, as measured by acreage, functions, and/or values (“Mitigation Credits”).
- 1.6. Buyer contemplates undertaking a development activity within the Service Area (“Project”), which will require permits and/or approvals (“Permit(s)”) from regulatory agencies and which development activity may cause unavoidable impacts to wetlands and other critical areas and may require mitigation. Buyer is solely responsible for determining whether such mitigation can be satisfied by its acquisition of Mitigation Credits.
- 1.7. Buyer wishes to purchase from MBS and MBS wishes to sell to Buyer Mitigation Credits from the SBMB and or the SHMB for the Project on the terms and conditions contained in this Agreement.

2. **AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and conditions and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Credit Seller and Buyer agree as follows:

2.1. **Purchase/Sale of Mitigation Credits**

- 2.1.1. **Purchase/Sale.** Credit Seller hereby sells to Buyer and Buyer hereby buys from Credit Seller 0.86/100th (0.86) Mitigation Credits upon all of the terms, covenants, and conditions set forth in this Agreement (“Project Mitigation Credits”).
- 2.1.2. **Purchase Price.** The purchase price for the Project Mitigation Credits shall be One hundred thirty seven thousand six hundred and 00/100 Dollars (U.S. \$137,600.00) (“Purchase Price”).
- 2.1.3. **Payment.** Buyer agrees to pay the Purchase Price to Credit Seller within 30 days of the effective date.

2.2. **Buyer’s Obligations/Limitation on Transfer of Mitigation Credits/Project Information.**

- 2.2.1. **Mitigation Credits for Project.** Buyer shall be solely responsible for determining whether the Mitigation Credits may be used for the Project and the Permit(s). Credit Seller provides no representation or warranty as to the utility or applicability of the Mitigation Credits to the Project or Permit(s). Buyer acknowledges and agrees that Credit Seller shall sell the Project Mitigation Credits specifically for the Permit(s) identified in Section 2.2.2 below and that, as of Closing, said credits shall not be transferable.

- 2.2.2. **Project.** The Project, Permit(s), and related information is as follows:

- 2.2.2.1. Buyer’s name, address, & telephone number:

City of Marysville
1049 State Avenue
Marysville, Washington 98270
360.363.8000

- 2.2.2.2. Permitting Agency(ies) name(s), address(es), telephone number(s):

Jurisdictional Determination of Isolated Waters
Pamela Sanguinetti, Project Manager
U.S. Army Corps of Engineers – Seattle District Regulatory Program
P.O. Box 3755
Seattle, WA 98124

Department of Ecology, Administrative Order
 Paul Anderson, Wetland Specialist
 Washington State Department of Ecology
 3190 160th Avenue SE
 Bellevue, WA 98008

SEPA Mitigated Determination of Nonsignificance
 Chris Holland, Planning Manager / Land Use
 City of Marysville
 80 Columbia Avenue
 Marysville, WA 98270

2.2.2.3. Permit(s) Number(s) Date of Permit:

Permit Agency	Number	Date of Issuance
U.S. Army Corps of Engineers (<i>JD, Isolated Waters</i>)	NWS-2013 -139	Sept. 3, 2013
WA State Department of Ecology (<i>Administrative Order</i>)	AO#10330	Nov. 4, 2013
City of Marysville (<i>SEPA MDNS</i>)	PA-12038	January 16, 2013

2.2.2.4. Project Name & Location: North Marysville Regional Stormwater Pond #2

2.2.2.5. Brief Description of Impact(s) to be Compensated for by the Project
 Mitigation Credits: Impacts to 1.01 acres of isolated Category IV wetlands
 D, B, C, E and F.

2.2.3. **Disclosure.** Buyer acknowledges and agrees that Credit Seller may, as part of the process for transferring the Project Mitigation Credits, disclose the information provided under Section 2.2.2 above to the permitting agency(ies) described in Section 2.2.2, the Snohomish County Auditor, and the Permitting Authorities.

2.3. **Title/Risk of Loss**

2.3.1. **Conveyance.** Upon receipt of payment Credit Seller shall convey to Buyer the Project Mitigation Credits, free of liens, encumbrances, restrictions, rights, and conditions, except as expressly provided for herein. Conveyance shall be in the form of a letter from the Credit Seller to the Buyer and Permitting Authorities notifying them that credits have been transferred from the banks to the Buyer for the permits and projects detailed in Section 2.2.2. Credit Seller will provide Buyer with a credit ledger listing the ecology Order Number, order issuance date, and the debited credits verifying the credit withdrawal from the Snohomish Basin Mitigation Bank. Credit Seller will provide Buyer also with documentation that credits applied to Buyer's project have been registered, with the Ecology Order number assigned to the project and the order issuance date at the Snohomish County Auditor's Office.

2.3.2. **Risk of Loss.** Credit Seller shall bear the risk of loss of the Project Mitigation Credits prior to Closing.

2.4. *Representations and Warranties*

Credit Seller represents and warrants to Buyer that:

2.4.1. Credit Seller is authorized by the SBMB and the SHMB to sell and transfer wetland and critical area mitigation credits for permits from those banks to the Buyer.

2.5. *Closing*

2.5.1. **Closing and Closing Date.** The closing of the purchase and sale of the Project Mitigation Credits ("Closing") shall occur when the Credit Seller receives a cashiers check for the purchase amount, under the terms of this Agreement.

2.5.2. **Limits on Closing Date.** The Closing Date shall not be modified without the written approval of Credit Seller and Buyer.

2.6. *Notice*

2.6.1. Except as may be otherwise expressly provided for herein, all notices required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent: (a) in person; (b) by U.S. Mail, postage prepaid and certified with return receipt requested; or (c) by nationally recognized overnight delivery service, prepaid, and addressed as set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed delivered immediately, if delivered in person, or within two days if sent by any other means set forth in this Section 2.6.

2.6.2. If to Credit Seller: Mitigation Banking Services, LLC
PO Box 354
Kirkland, WA 98033

2.6.3. If to Buyer: As provided in Section 2.2.2 above.

2.7. *Miscellaneous*

2.7.1. **Effective date.** The effective date of this Agreement shall be the earliest date by which both Credit Seller and Buyer have executed this Agreement.

2.7.2. **Assignment.** Buyer's rights under this Agreement shall not be assigned or apportioned, either voluntarily or by operation of law, without the prior written consent of Credit Seller, which shall be in Credit Seller's reasonable discretion.

Subject to the foregoing limitation, this Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.

- 2.7.3. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the purchase and sale of the Project Mitigation Credits, and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to said matters.
- 2.7.4. **Confidentiality.** The existence of this Agreement and the number of Project Mitigation Credits may be disclosed to the permitting agency(ies) described in Section 2.2.2 above and the Permitting Authorities.
- 2.7.5. **Time.** Time is of the essence of this Agreement.
- 2.7.6. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.
- 2.7.7. **Amendment.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.
- 2.7.8. **Captions.** The captions of this Agreement have no effect upon its interpretation and are for convenience and ease of reference only.
- 2.7.9. **Severability.** The unenforceability, invalidity, or illegality of any provision hereof shall not render any other provision unenforceable, invalid, or illegal.
- 2.7.10. **Computation of Time.** If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.
- 2.7.11. **Attorneys' Fees.** In the event either party to this Agreement finds it necessary to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants, or conditions of this Agreement or any instrument executed pursuant to this Agreement, or by reason of any breach or default under this Agreement, the prevailing party in any such action or proceeding (and any appeal thereof) shall be paid all costs and reasonable attorneys' fees by the other party. This provision shall survive Closing and shall not be merged into the Bill of Sale.
- 2.7.12. **Acts Beyond Party's Control.** Neither party to this Agreement shall be in default or violation as to any obligation created hereby and no condition precedent or subsequent shall be deemed to fail to occur if such party is prevented from fulfilling such obligation by, or such condition fails to occur due to, forces beyond such party's reasonable control, including without limitation, destruction or impairment of facilities resulting from breakdown not resulting from lack of ordinary care and maintenance, flood, earthquake, slide, storm, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, proceeding by court or public

authority, or act or failure to act by court, public authority, or third party, which forces by exercise of due diligence and foresight such party could not reasonably have expected to avoid.

2.7.13. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Buyer and Credit Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

2.7.14. **Counterparts/Faxes.** This Agreement may be executed in one or more counterparts with like effect as if all signatures appeared on one copy. Facsimile transmission of any signed original document (other than the Bill of Sale), and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Escrow Agent, the Parties shall confirm facsimile transmitted signatures by signing an original document.

The Parties have executed this Agreement as of the dates set forth below.

“MBS” OR “CREDIT SELLER”
MITIGATION BANKING SERVICES, LLC, Credit Seller

By  11-15-2013
ZACH WOODWARD, MANAGER Date
[print name and title]

“BUYER”
CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor Date _____

Exhibit A- SAMPLE Mitigation Credit Transfer Letter



US Army Corps of Engineers
 Pamela Sanguinetti, Project Manager
 Regulatory Branch
 PO Box 3755
 Seattle, WA 98124-3755

Chris Holland, Planning Manager/Land Use
 City of Marysville
 80 Columbia Avenue
 Marysville, WA 98270

WA Dept. of Ecology
 Paul Anderson, Wetland Specialist
 Shorelands and Environment Program
 PO Box 47600
 Olympia, WA 98504-7600

RE: Notification of Credit Transfer

Notice is hereby given that on _____, Mitigation Banking Services LLC, representing the *Skykomish Habitat Mitigation Bank* and the *Snohomish Basin Mitigation Bank*, has transferred the following amount of Wetland or Buffer Credits to _____ (applicant).

Applicant: _____
 File Number: _____
 Credits Transferred from the Snohomish Basin Mitigation Bank: _____
 Credits Transferred from the Skykomish Habitat Mitigation Bank: _____
 Total Number of Credits Transferred to Applicant: _____

These credits are to be applied to the following permits:

Permit #	Issue Date	Issuing Regulatory Agency
(To be finalized upon proof of credit transfer)		

Notice will also be sent to the Snohomish County Auditor per the Mitigation Banking Agreement. The bank credit ledgers have been updated and a copy is enclosed to reflect this transaction.

Sincerely,

Zachary Woodward
 Sales Manager, Mitigation Banking Services LLC.

Encl. Permitting Agency(s)
 Applicant
 Bank Sponsors

**ADDENDUM TO
WETLAND MITIGATION CREDIT BUY/SELL AGREEMENT
MITIGATION BANKING SERVICES**

COME NOW CITY OF MARYSVILLE, a municipal corporation of the State of Washington, Buyer, and MITIGATION BANKING SERVICES, LLC, a Washington limited liability company, Credit Seller, under that certain Wetland Mitigation Credit Buy/Sell Agreement – Mitigation Banking Services, for the purchase of 0.86 Mitigation Credits for satisfaction of wetland mitigation requirements associated with the WA State Department of Ecology’s Administrative Order #10330, and hereby agree to amend said agreement as follows:

1. Mitigation bank credits sold pursuant to this transaction shall be from the Snohomish Basin Mitigation Bank (“SBMB”) in compliance with the provisions of that mitigation bank’s Army Corps of Engineers-approved Mitigation Banking Instrument dated July 28, 2005.
2. This transaction shall be closed within thirty (30) days after the Buy/Sell Agreement and this Addendum have been executed by the Buyer.
3. The firm of Weed, Graafstra and Benson, Inc., P.S. shall serve as Escrow Agent for this transaction. Buyer acknowledges that the firm of Weed, Graafstra and Benson, Inc., P.S. serves as City Attorney for the Buyer. Weed, Graafstra and Benson, Inc., P.S. has not and will not represent the Credit Seller’s or SBMB’s interests in this transaction or render any advice to the Credit Seller or SBMB about this transaction. Credit Seller and SBMB are advised to consult with an attorney of their choosing if either desires any legal advice about this transaction or the documents involved.
4. Immediately on demand, Buyer will deposit into escrow the purchase price pursuant to the Buy/Sell Agreement, and Credit Seller will deposit into escrow the letter from Mitigation Banking Services to Permitting Authorities notifying them that credits have been transferred as provided in paragraph 2.3.1 of the Buy/Sell Agreement, in the form attached hereto as EXHIBIT A, and the Amended Notice of wetland mitigation credit sale – Snohomish Basin Mitigation Bank, in the form attached hereto as EXHIBIT B. Upon payment of the purchase price to Credit Seller, Escrow Agent shall be responsible for transmitting the Exhibit A letter to the addressees and for recording the Exhibit B notice, and after recording for delivery of a copy to the Department of Ecology. In addition, Credit Seller shall promptly deliver to Escrow Agent any additional documentation required to complete this transaction and/or document the transfer of the credits.
5. Buyer will pay the escrow fee. Credit Seller will pay the recording fee.

- 6. Upon completion of this transaction Seller shall update the Snohomish Basin Mitigation Bank Wetland Credits Ledger to reflect this transaction and shall forward a copy of the updated credit ledger to Escrow Agent within thirty (30) days after closing for delivery to the Department of Ecology.

All other terms and conditions of the Wetland Mitigation Credit Buy/Sell Agreement – Mitigation Banking Services shall remain in full force and effect.

DATED this ____ day of _____, 2013.

CITY OF MARYSVILLE, Buyer

By _____
JON NEHRING, Mayor

DATED this ____ day of _____, 2013.

MITIGATION BANKING SERVICES, LLC, Seller

By _____ (print name)
Its _____ (title)

EXHIBIT A



US Army Corps of Engineers
 Pamela Sanguinetti, Project Manager
 Regulatory Branch
 PO Box 3755
 Seattle, WA 98124-3755

Chris Holland, Planning Manager/Land Use
 City of Marysville
 80 Columbia Avenue
 Marysville, WA 98270

WA Dept. of Ecology
 Paul Anderson, Wetland Specialist
 Shorelands and Environment Program
 PO Box 47600
 Olympia, WA 98504-7600

RE: Notification of Credit Transfer

Notice is hereby given that on _____, Mitigation Banking Services LLC, representing the *Skykomish Habitat Mitigation Bank* and the *Snohomish Basin Mitigation Bank*, has transferred the following amount of Wetland or Buffer Credits to CITY OF MARYSVILLE (applicant).

Applicant: CITY OF MARYSVILLE
 File Number: D-0401
 Credits Transferred from the Snohomish Basin Mitigation Bank: 0.86
 Credits Transferred from the Skykomish Habitat Mitigation Bank: -0-
 Total Number of Credits Transferred to Applicant: 0.86

These credits are to be applied to the following permits:

<u>Permit #</u>	<u>Issue Date</u>	<u>Issuing Regulatory Agency</u>
(To be finalized upon proof of credit transfer)		
NWS-2013-139	Sept. 3, 2013	US Army Corps of Engineers <i>(JD, Isolated Waters)</i>
AO #10330	Nov. 4, 2013	WA State Department of Ecology
PA-12038	Jan. 16, 2013	City of Marysville <i>(SEPA MDNS)</i>

Notice will also be sent to the Snohomish County Auditor per the Mitigation Banking Agreement. The bank credit ledgers have been updated.

Sincerely,

Zachary Woodward
 Sales Manager, Mitigation Banking Services LLC.

cc: Permitting Agency(s)
 Applicant
 Bank Sponsors

EXHIBIT B

Return to:
 Victor Woodward
 Habitat Bank, LLC
 15600 NE 173rd St.
 Woodinville, WA 98072

Amended Notice of wetland mitigation credit sale - Snohomish Basin Mitigation Bank.

Amend to AFN # 200608280777

Grantor: Habitat Bank, LLC

Grantee: Habitat Bank, LLC

Legal Description: Ptns of E½ 35-27-06 and W½ 36-27-06, Snohomish County, WA Add'l on P. 2

Parcel # 270636-003-003-00, 270636-003-004-00, 270636-002-004-00,
 270635-001-007-00, & portions of 270635-004-001-00 & 270635-004-006-00

Notice is given that on _____, 2013, 0.86/100THS (0.86) mitigation credits have been transferred to the CITY OF MARYSVILLE for the North Marysville Regional Stormwater Pond No. 2 Project, from the Snohomish Basin Mitigation Bank. (Washington State Department of Ecology project No. 9E03)

Project Location: Marysville, Washington

Permit Numbers:

Permit No. 10330 issued Nov. 4, 2013 by WA State Dept. of Ecology
 Permit No. NWS-2013-139 issued Sept. 3, 2013 by U.S. Army Corps of Engineers
 Permit No. PA12038 issued Jan. 16, 2013 by City of Marysville (SEPA MDNS)

Legal Description:

The southwest quarter of the southwest quarter of Section 36, Township 27 North, Range 6 East, W.M.

M-10-032/Wetland Mitigation/
 Addendum to Buy-Sell

1

The northwest quarter of the southwest quarter of Section 36, Township 27 North, Range 6 East, W.M.

That portion of the southwest quarter of the northwest quarter of Section 36, Township 27 North, Range 6 East, W.M., lying southerly of the following described line:

Commencing at the southwest corner of the northwest quarter of said Section 36; thence north $0^{\circ} 46' 59''$ east 1029.88 feet along the westerly line thereof and the true point of beginning of this line description; thence south $88^{\circ} 53' 45''$ east 1352.62 feet to the east line of said subdivision and the end of this described line.

That portion of the southeast quarter of the northeast quarter of Section 35, Township 27 North, Range 6 East, W.M., lying southerly and easterly of the following described line:

Commencing at the southeast corner of the northeast quarter of said Section 35; thence north $0^{\circ} 46' 59''$ east 1029.88 feet along the easterly line thereof and the true point of beginning of this line description; thence north $88^{\circ} 53' 45''$ west 726.76 feet; thence south $1^{\circ} 55' 30''$ east 770.10 feet; thence south $5^{\circ} 10' 17''$ east 257.58 feet to the south line of said southeast quarter of the northeast quarter and the end of this described lined.

That portion of the northeast quarter of the southeast quarter of Section 35, Township 27 North, Range 6 East, W.M., lying easterly of a line that is parallel to, and 100 feet west of, that certain main ditch line running south to north into Pearson Eddy, said ditch more or less bisecting said northeast quarter of the southeast quarter of Section 35.

The easterly 100 feet of the southeast quarter of the southeast quarter of Section 35, Township 27 North, Range 6 East, W.M.

That portion of the northerly 100 feet of the southeast quarter of the southeast quarter of Section 35, Township 27 North, Range 6 East, W.M., lying easterly of a line that is parallel to, and 100 feet west of, that certain main ditch line running south to north into Pearson Eddy, said ditch more or less bisecting said southeast quarter of the southeast quarter of Section 35, except the easterly 100 of said northerly 100 feet.

DATED this _____ day of _____, 2013.

HABITAT BANK, LLC

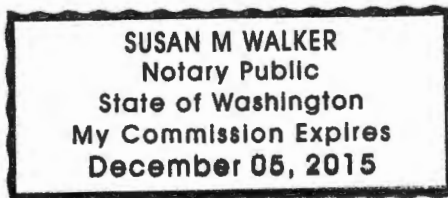
By [Signature]
ZACH WOODWARD (print name)
Its MANAGER (title)

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Zach Woodward is the person who appeared before me, and said person acknowledged that zu signed this instrument, on oath stated that zu was authorized to execute the instrument and acknowledged it as the Manager of HABITAT BANK, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 15th day of November, 2013.

[Signature]
Susan Walker
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Kirkland
My commission expires 12-5-15




Index #19

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

AGENDA ITEM: Supplemental Professional Services Agreement with Murray, Smith & Associates for Professional Engineering Services	
PREPARED BY: Patrick Gruenhagen, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: <ul style="list-style-type: none">• Professional Services Agreement Supplement No. 1	
BUDGET CODE: 40220594.563000 W1302	AMOUNT: \$258,833.00

SUMMARY:

This Professional Services Agreement supplement with Murray, Smith & Associates provides the framework for provision of engineering services that will allow completion of final design on the City's Sunnyside Well Filtration Project. Supplement No. 1 will therefore pick up where work under the original agreement left off, allowing the City to advance design of the new treatment facility from 50% to 100% completion. Staff anticipates that this work should be complete by the fall of 2014, pending final approval by the Department of Health, which will then pave the way for the City to move forward with construction.

The present schedule contemplates that the new Plant should be operational by the summer of 2015, at which point the City's reliance on (costlier) City of Everett / JOA water can be reduced. In this fashion the project is anticipated to pay for itself – to “break even” – within the course of approximately six years.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign Professional Services Agreement Supplement No. 1 in the amount of \$258,833.00 with Murray, Smith & Associates, Inc.</p>
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**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF MARYSVILLE
AND
MURRAY, SMITH & ASSOCIATES, INC.**

This Supplemental Agreement No. 1 is made and entered into on the _____ day of December, 2013, between the City of Marysville, hereinafter called the "City" and Murray, Smith & Associates, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for the Sunnyside Well Treatment Project, hereinafter called the "Project," said Agreement being dated April 8, 2013; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for completion of final design, environmental studies, and permitting for the Project, and to amend the total amount payable for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated April 8, 2013 shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A-1, attached hereto and by this reference made part of this Supplemental Agreement No. 1.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY," Paragraph IV.I "PAYMENTS," the second sentence is amended to include the additional Consultant fee of \$258,833.00 and shall read as follows: "...shall the compensation paid to Consultant under this Agreement exceed \$612,171.00 without the written agreement of the Consultant and the City."

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$353,338.00
Supplemental Agreement No.1	\$258,833.00
Grand Total	\$612,171.00

3. Article III, Section III.3 of the Original Agreement, "TERM," is amended to provide that all work shall be completed by December 1, 2014.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF MARYSVILLE

MURRAY, SMITH & ASSOCIATES, INC.

By: _____
Mayor

By: Thomas C. Elly
Its Principal Engineer

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Marysville City Attorney



EXHIBIT A-1

SUPPLEMENT NO. 1 TO SCOPE OF WORK FOR ENGINEERING SERVICES FOR FINAL DESIGN COMPLETION SUNNYSIDE WELLS TREATMENT FACILITIES CITY OF MARYSVILLE, WA

BACKGROUND

This Supplement No. 1 to the Sunnyside Wells Treatment Facilities Design project represents final design engineering, permitting and bidding services provided by Murray, Smith & Associates, Inc. (MSA) for the City of Marysville (City). The preliminary engineering work program consisting of pilot and well pump capacity testing, geotechnical investigation, and preliminary design through 50% percent completion is underway and will be completed in early 2014. In order to meet the previously established timelines for the final design and construction of these improvements, work to accommodate permitting and environmental reviews must begin in early 2014.

Scope of Work

The services defined herein consist of the following major tasks:

- Task 1 – Project Management and Coordination
- Task 2 – Final Design
- Task 3 – Permitting and Environmental Reviews
- Task 4 – Bidding and Award

Task 1 –Project Management and Meetings

Work under this phase includes project management and meetings for the remaining final design, permitting, and bidding services. These services are anticipated to begin following City review and approval of the 50% design currently underway. Specific tasks include:

1.1 – Correspondence and Communication with the City

MSA's Project Manager will serve as the primary design team point of contact and will maintain regular communication with the City concerning project issues, schedule, and work products. Electronic records of project decisions will be maintained. Coordination of subconsultant work and communications with permitting/regulatory agencies will be done in an efficient manner that promotes adherence to project schedule.

1.2 – Staff, Subconsultant, and Budget Management

MSA's Project Manager will manage project staff and subconsultants to ensure compliance with project schedule and budget as well as scheduled deliverables. This management work will involve updating the project work plan and establishing team resource allocation using MSA accounting and management software. Monthly invoicing and budget monitoring reports will be prepared under this subtask. MSA's Project Manager will also coordinate subconsultant activities and work products.

1.3 – QA/QC Program

MSA will conduct quality reviews of all project deliverables in adherence with company policies. The Principal-in-Charge will lead the QA/QC program, and will involve other senior staff members as appropriate for the content of work products. QA/QC reviews for the final design development phases are anticipated to include: 90% and 100% contract documents that include plans, specifications, and engineer's estimates (PS&E).

1.4 – Project Meetings

Project meetings anticipated are summarized below:

- City of Marysville Pre-Application Meeting: MSA will attend a pre-application meeting with City of Marysville staff to review project permitting requirements.
- Final Design Milestone Review Meetings: At the 90% design completion level a meeting will be held following a City review period of submitted construction PS&E. A design review comment log will be maintained to document actions taken on City review comments.
- Pre-Bid Meeting: During the bidding period for the general construction contract, MSA will attend and help to facilitate a pre-bid meeting to review the contract documents, conduct a Q&A session with attending potential bidders, and visit the project site.
- Bid Opening: The MSA Project Manager will attend the bid opening and assist the City with performing an initial evaluation of bid responsiveness.

City Responsibilities:

1. Host project meetings at the City Public Works Building.
2. Review draft meeting agenda and minutes and provide comment.
3. Participate in meetings with the consultant team to review and discuss project work.
4. Provide consolidated review comments of project deliverables discussed at meetings.

Assumptions:

1. Each meeting is estimated to have a two-hour duration on average.
2. Two MSA staff will attend all meetings to lead discussions and take minutes. One MSA subconsultant will attend the 90% design review meeting.

Deliverables:

1. Monthly invoicing and project status reports.
2. Workshop/meeting agendas, minutes, and review comment logs. Minutes shall be distributed no later than three business days after the meeting that they cover.

Task 2 – Final Design

This phase of work will serve to continue development of contract documents from the 50% to 90% and 100% completion levels and obtain final agency approvals for construction.

2.1 – Contract Documents: Final Plans, Specifications and Estimates

Following City review and approval of the 50% plans, final plans and specifications will be prepared. Plans and specifications will incorporate the requirements of various anticipated permits and City reviews. 90% design completion level PS&E will be delivered for City review, comment and approval under this task. 90% review comments from the City will be incorporated into the plans and specifications before submitting the contract documents to DOH for approval. 100% PS&E will incorporate all remaining comments from the City and approval agencies and will form the basis for bidding.

- ***90% Design Completion Plans, Specifications, and Estimate*** – Review comments from the 50% design level plans, specifications, and estimate will be incorporated into design documents to the 90% completion level. 90% documents will add in all remaining plan set schedules and details, technical specifications, and more detailed cost estimating quantity takeoffs to form a complete draft set of contract documents for City review. Once City comments are incorporated, contract documents will be submitted to DOH for review and approval of construction documents and Well 1R source approvals.
- ***100% Design Completion Plans, Specifications, and Estimate*** – Final DOH review comments will be incorporated into the 100 percent bid-ready contract plans, specifications and estimate. The contingency level for the opinion of probable cost will be further reduced to a 10 percent level, representative of industry standard for the completed design level.

City Responsibilities:

1. Provide legal review of contract general conditions.

Assumptions:

1. Level of effort and fee estimates for the development of construction contract PS&E documents are based on a preliminary drawing set sheet list and anticipated technical specifications (Exhibit C-1).
2. Plans will be developed in AutoCAD 2012.

3. Bidding, agreement, and general conditions documents within the Project Manual will be provided by MSA and be based on Engineers Joint Contract Documents Committee (EJCDC) standard templates.
4. Technical specifications will be based on the 17 division Construction Specifications Institute (CSI) format.
5. To the extent that it may be feasible and add value, the City and MSA will proactively explore potential incorporation of WSDOT/APWA Standard Specifications and/or General Special Provisions (“GSP’s”) into the contract documents, consistent with past practice by the City on other projects. Care will be taken to ensure that the resulting “blend” of contract specifications (WSDOT/APWA Standard Specifications, GSP’s, EJCDC, CSI) is complementary, and absent any ambiguity or contradictions that could give rise to future confusion or dispute.

Deliverables:

1. Five (5) hardcopies and one electronic copy of 90% PS&E. Plans are assumed to be delivered at 11” x 17” half-scale, but can be produced at full scale upon request. Electronic deliverables will be in PDF format.
2. Five (5) hardcopies and one electronic copy of 100% stamped PS&E for City staff. Plans are assumed to be delivered at 11” x 17” half-scale, but can be produced at full scale upon request. Electronic deliverables will be in PDF format, as well as in original Word, Excel, or AutoCAD file format.
3. Ten (10) hardcopies of 100% stamped PS&E for City retention and distribution to prospective bidders. Plan set copies will be produced at full scale (22" X 34"). MSA will also coordinate with the City’s Plan Center of choice – likely “Builders Exchange of Washington” – to provide them with electronic files and other information necessary to post the 100% PS&E for reference and download by potential bidders.

Task 3 - Permitting

3.1 – Environmental Permitting and Reviews

This task, which includes the subconsultant services of Cultural Resources Consultants and Wetlands Resources, includes preparation of the applications and supporting technical information for environmental permits and project approvals. Documents will be provided to the City for signature and submission to the respective reviewing agency.

- *SEPA Checklist* – Prepare SEPA Checklist and project vicinity figure for the project. It is assumed the City will serve as Lead Agency and accomplish all notifications and record keeping for the SEPA process.
- *Critical Areas Assessment and Wetlands Mitigation Plan* – The proposed treatment facilities at the Sunnyside wells site may potentially impact critical areas (wetlands) that have been previously delineated and adopted into City critical areas mapping. The City’s Critical Areas Management Ordinance requires that a Critical Areas Study and

conceptual mitigation plan will need to be prepared for impacted wetland and buffer areas. MSA assumes that on-site mitigation measures during the site restoration phase of construction will fulfill any mitigation requirements that may be imposed by permitting agencies, and will strive to verify the same during the course of its efforts. A Critical Areas Study and conceptual mitigation plan will be prepared, and the MSA team will work with the City's Community Development department to finalize and gain approval. This subtask will include a site visit and redefinition of potential critical areas meeting current state and local requirements.

- *Prepare Biological Evaluation* – Since the project may potentially impact critical areas by providing an access road across identified wetlands, thus requiring a Corps of Engineers permit, the project will likely trigger the need for a biological evaluation to be prepared in order to support consultation efforts under Section 7 of the Endangered Species Act of 1973 (ESA). The evaluation and determination will be made by Wetland Resources.
- *Prepare JARPA* – This project will likely require the Corps of Engineers to issue a pre-authorized Nationwide Permit 12 under Section 404 of the Clean Water Act due to potential project impacts to wetlands on the site. This task includes preparing and supporting water resource permits required by State and Federal agencies. Application for these permits will be made through a Joint Aquatic Resource Permit Application (JARPA).
- *Cultural Resources Assessment* – Due to the anticipated project permits, a cultural resources assessment (which has not previously been performed on the site) will likely be required and, if so, will be prepared by MSA. This subtask will include: a search of site files recorded at Washington Department of Archaeology and Historic Preservation (DAHP), development of an Area of Potential Effect (“APE”) for the project, field investigation of the project location for identification of any archaeological and historical resources, documentation and recording of archaeological and historic sites within the project area using Washington State archaeological and/or historic site(s) forms, and a technical memo describing background research, field methods, and results of investigations. This report will include an inadvertent discovery plan and management recommendations (suitable for use by the construction management team and the contractor during construction), and provide supporting documentation of findings conforming to DAHP reporting standards.
- *Department of Ecology NPDES Construction Stormwater General Permit* - This subtask includes preparing, coordinating, and submitting the application package (i.e. Notice of Intent, or NOI) and public notice necessary to obtain coverage under the Construction Stormwater Permit administered by Department of Ecology (DOE) under the National Pollution Discharge Elimination System (NPDES). The City will be identified on the NOI as the sole applicant of the permit until public bidding, at which time MSA will coordinate a formal transfer of coverage to include the construction contractor. The provisions of the construction contract will be tailored in order to forewarn potential bidders of this requirement – to equip them with sufficient information to bid the project accordingly – and the timeline (after Award) by which the transfer of coverage must occur. It is anticipated that responsibility for the actual permit transfer will be assigned (via contract) to the contractor, with the transfer of coverage form being included in the construction contract as an appendix.

- *Stormwater Pollution Prevention Plan (SWPPP)* – This subtask includes preparing the materials necessary to complete the construction Stormwater Pollution Prevention Plan (SWPPP) based on the Washington State Department of Ecology (DOE) SWPPP template. The SWPPP will be included in the appendix to the contract documents for the Contractor's use.
- *Stormwater Report* - Prepare preliminary and final stormwater reports meeting City of Marysville requirements.

City Responsibilities:

1. Provide access to Sunnyside site for field investigations.
2. City will prepare applications for all local agency permits, including clearing and grading permits and all building permits.
3. City will pay all costs required to submit permitting documents and applications to include SEPA, JARPA, Cultural Resources Reviews, NDPES Construction Stormwater Permits, and local agency construction permits.

Assumptions:

1. The proposed improvements are compatible with the current land use designations and will not require a separate conditional use permit.
2. NOI and public notice for DOE Construction Stormwater Permit, as described above, will be pursued and completed sufficiently in advance of construction to allow for seamless and timely transfer of the Permit to the contractor.
3. Section 404 permits must obtain a Section 401 water quality certification from the Department of Ecology (DOE) indicating the project will comply with state water quality standards. Because DOE has approved Nationwide Permit 12, no further 401 Certification review is required. We therefore do not anticipate any work associated with the 401 certification requirement.
4. MSA will attend one (1) pre-application meeting with City of Marysville staff to review permitting requirements for this project.
5. MSA will review and respond to permit application comments as required including revisions to plans as required by City reviewers.
6. The Cultural Resources Assessment will be subject to potential review and comment by the Stillaguamish and/or Tulalip Tribes.

Deliverables:

1. Draft and final permit plans for approval.
2. Draft and final SEPA checklist, Critical Areas Assessment and Wetland Mitigation Plan, Biological Evaluation, Cultural Resources Assessment, SWPPP, Stormwater Report, and Department of Ecology NOI.

Task 4 – Bidding And Award

MSA will assist the City during the bidding and award process by providing the following services:

4.1 – Bid Advertisement

Prepare advertisement for public bidding and arrange for transfer of bidding documents to the Builders Exchange of Washington (or other Plan Center as designated by the City). It is assumed that the Plan Center will make the documents available for distribution to prospective bidders, subcontractors, equipment suppliers and other vendors upon request. The City will coordinate publication of the bid advertisement in the Seattle Daily Journal of Commerce (DJC) and other publications as necessary.

4.2 – Bidder Inquiries and Addenda

Respond to questions from bidders, subcontractors, equipment suppliers and other vendors. Maintain a written record of communications. Assist in the preparation of up to four addenda, as necessary.

4.3 – Bid Tabulation and Award Recommendation

Under this task assistance will be provided to the City for evaluation of the bids and preparation of a written bid tabulation summary document. Following a review of qualifications and references, a letter of recommendation for award of the construction contract will be provided.

City Responsibilities:

1. Pay costs associated with bid advertisement and publications.
2. Serve as primary point of contact to contractors during bidding; maintain correspondence log and forward contractor inquiries to MSA.

Assumptions:

1. City-designated Plan Center will maintain a list of planholders for distribution upon request.
2. Up to four Addenda will be prepared and distributed during the bid period. Plan Center will be responsible for distribution of addenda, as necessary, to all planholders, and MSA will coordinate with Plan Center toward that end.

Deliverables:

1. Electronic and hardcopy of advertisement and final contract documents to City-designated Plan Center (likely “Builders Exchange of Washington”).
2. Bid period correspondence log.

3. Electronic and hardcopy for all issued addenda.

Preliminary Drawing List

A preliminary drawing list for the project is included in as Exhibit C-1.

Estimated Schedule

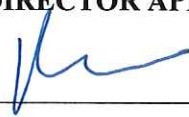
The following project milestones for MSA's services described in this scope of work are estimated and are based on the City's desire to have the project constructed by the end of 2015.

Final Design Plans and Specifications (50%)	March 2014
Final Design Plans and Specifications (90%)	June 2014
Final Design Plans and Specifications (100%)	July 2014

Index #20

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/2/13

AGENDA ITEM: Energy Efficiency Project Identification	
PREPARED BY: Jesse L. Hannahs, P.E., Traffic Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works - Engineering	
ATTACHMENTS: Sample Interagency Agreement	
BUDGET CODE:	AMOUNT: TBD

SUMMARY:

The City owns many facilities and various installations utilizing energy to provide for indoor/outdoor lighting, heating/cooling and many other functions. Many of the facilities utilize old technology in which upgrade/replacement with advanced equipment could result in significant energy savings. Through the Washington State Department of Enterprise Services (DES), a program has been established where jurisdictions can, through an Interagency Agreement (IAA), authorize an investigation of City infrastructure to determine the cost feasibility of establishing an energy efficiency project. Authorization of the IAA does not obligate funds from the City, unless a project can be established that would meet predetermined City goals. Project Costs can be financed over the number of payback years to attain no energy cost increases or funded with existing up-front City funds with immediate energy savings. The steps of this process are:

- 1.) The City enters into an IAA with DES.
- 2.) A DES approved and City selected Energy Services Company (ESCO), performs a preliminary walk through of City facilities and infrastructure to be considered. The DES approved ESCO's are under state contract and do not require the City to utilize an RFQ process. Facilities are likely to include the Public Works Maintenance Building, City Hall, Jennings Park Barn/Offices, Waste Water Treatment Plant, Police Evidence, parking lot and street lighting and could include several other facilities.
- 3.) The City develops a set of goals which may include among anything a specific payback time period or requirement that the project include specific facilities.
- 4.) To be presented to the City, the ESCO will perform an Investment Grade Audit (IGA) including short term monitoring to gain more detailed cost and saving information including a baseline to later evaluate. If the audit proves the City goals can be met, the City must move forward with a project or pay the cost of the audit as detailed in the IAA.
- 5.) A DES grant opportunity (1/31/14 application deadline) is currently in place with this process being a submittal requirement. Grant applications can request up to \$500k with a requirement for a 3:1 match. The match can include utility rebates offered by Snohomish County PUD.
- 6.) If a project with or without grant funding is to be constructed, the ESCO will complete the design and act as the general contractor/construction manager through the construction process, not requiring significant City staff resources. The ESCO will also provide training in operation and maintenance of installed systems.
- 7.) Following construction, the ESCO will perform annual evaluations to show the guaranteed versus actual cost savings. If the energy saving are not adequate the ESCO will be required to reimburse the City for savings shortfalls and must correct the problems.

RECOMMENDED ACTION: Staff recommends that Council authorizes the signing of an Interagency Agreement with Washington State Department of Enterprise Services, selecting as the ESCO, Ameresco.
--

Interagency Agreement

Date: _____

Department of Enterprise Services
Interagency Agreement No: 2012-ERG-xxx

**Interagency Agreement Between the
Department of Enterprise Services
and
(Name of the Client Agency)**

This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and (Name of the Client Agency), hereinafter referred to as the _____ "insert CITY or COUNTY or DISTRICT or COLLEGE".

The purpose of this Agreement is to establish a vehicle for DES to provide future Energy/Utility Conservation Project Management and Monitoring Services to the CLIENT (<= substitute "City", etc) and to authorize the development of the energy services proposal.

Now therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" and Attachment "C", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A" and Attachment "C".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

2. Terms and Conditions

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

This paragraph added only if there's Federal grant funds: (may be added by amendment)

The CLIENT shall provide the Energy Services Company (ESCO) with any additional contract language necessary to comply with federal requirements under the American Recovery & Reinvestment Act of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG). The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.

3. Period of Performance

Subject to its other provisions, the period of performance of this master Agreement shall commence when this Agreement is properly signed, and be completed on **June 30, 2014** unless altered or amended as provided herein.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A" of this Agreement, the CLIENT will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B".

If the CLIENT decides not to proceed with an Energy/Utility Conservation project that meets CLIENT's cost effective criteria, then the CLIENT will be charged a Termination Fee per Attachment "B". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by Energy Services Company (ESCO).

If monitoring and verification services are requested by the CLIENT and provided by DES under Attachment "C" of this Agreement, the CLIENT will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT, after DES has reviewed, approved and sent the invoices to the CLIENT for payment.

5. Billing Procedure

DES shall submit a single invoice to the CLIENT at substantial completion of each authorized project, unless the CLIENT requests a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of closeout documents and commencement of energy savings notification. Each invoice will indicate clearly that it is for the services rendered in performance of this Agreement and shall reflect both the Agreement and amendment number.

DES will invoice for any remaining services within 60 days of the termination of this Agreement.

6. Payment Procedure

The CLIENT shall pay all invoices received from DES within 90 days of receipt of properly executed invoice vouchers. The CLIENT shall notify DES in writing if the CLIENT cannot pay an invoice within 90 days.

7. Non-Discrimination

In the performance of this Agreement, DES shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended. DES shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical disability in:

- a) Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part and
- b) Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of services, or otherwise afforded others.

In the event of DES's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled, or terminated in whole or in part, and DES declared ineligible for further Agreement with the CLIENT. DES shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth therein.

8. Records Maintenance

The CLIENT and DES shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. DES will retain all books, records, documents, and other material relevant to this agreement for six years after expiration; and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

9. Contract Management

- a. The CLIENT Representative on this Agreement shall be:

Telephone (____) ____-____

The Representative shall be responsible for working with DES, approving billings and expenses submitted by DES, and accepting any reports from DES.

- b. The DES Project Manager on this Agreement shall be:

Department of Enterprise Services
Facilities Division

Engineering and Architectural Services
 PO Box 41012
 Olympia, WA 98504-1012
 Telephone (360) 407-_____

___ will be the contact person for all communications regarding the conduct of work under this Agreement.

10. Hold Harmless

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

11. Agreement Alterations and Amendments

The CLIENT and DES may mutually amend this Agreement. Such Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the CLIENT and DES or their respective delegates.

12. Termination

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

13. Disputes

If a dispute arises under this Agreement, it shall be determined in the following manner: The CLIENT shall appoint a member to the Dispute Board. The Director of DES shall appoint a member to the Dispute Board. The CLIENT and DES shall jointly appoint a third member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. (For state agencies add: " unless one of the parties requests intervention by the Governor as provided by RCW 43.17.330.")

14. Order of Precedence

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Federal and State Statutes and Regulations
- b) Terms and Conditions
- c) Attachment "A", Project Management Scope of Work; Attachments "B", Project Management Fees; and Attachment "C", Monitoring Services Scope of Work, and
- d) Any other provisions of the Agreement incorporated by reference.

All Writings Contained Herein

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

AUTHORIZATION TO PROCEED

Agreed to and signed by:

NAME OF CLIENT

**Department of Enterprise Services
Facilities Division
Engineering & Architectural Services**

Signature

Signature

Name

Roger Wigfield, P.E.

Name

Title

Energy Program Manager

Title

Date

Date

The Department of Enterprise Services provides equal access for all people without regard to race, creed, color, religion, national origin, age, gender, sex, marital status, or disability. Contract information is available in alternative formats. For more information, please call (CS) at (360) 407-____.

20125__IAA__

ATTACHMENT A

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2011-169

DES will provide the following project management services for each specific project for the CLIENT. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CLIENT in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Negotiate the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review and approve the ESCO invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT B

Fee Schedule

2011-13 Interagency Reimbursement Costs for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001.....6,000,000	\$66,000	25,700
4,000,001.....5,000,000	65,000	25,400
3,000,001.....4,000,000	64,000	25,000
2,000,001.....3,000,000	60,000	23,400
1,500,001.....2,000,000	56,000	21,800
1,000,001.....1,500,000	49,500	19,300
900,001.....1,000,000	42,000	16,400
800,001.....900,000	39,600	15,400
700,001.....800,000	36,800	14,400
600,001.....700,000	35,000	13,700
500,001.....600,000	32,400	12,600
400,001.....500,000	29,000	11,300
300,001.....400,000	24,800	9,700
200,001.....300,000	19,800	7,700
100,001.....200,000	13,800	5,400
50,001.....100,000	7,500	3,500
20,001.....50,000	4,000	2,000
0.....20,000	2,000	1,000

The project management fee on projects over \$6,000,000 is 1.1% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and proposal that identifies cost effective conservation measures if the CLIENT decides not to proceed with the project through DES.
3. If the project meets the CLIENT's cost effectiveness criteria and the CLIENT decides not to move forward with a project, then the CLIENT will be invoiced per Attachment B Termination or \$25,700.00 whichever is less. If the CLIENT decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CLIENT's established Cost Effectiveness Criteria, then there is no cost to the CLIENT and no further obligation by the CLIENT.

Rev. 3/12/12

ATTACHMENT C

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2011-169

If requested DES will provide the following monitoring services for each specific project for the CLIENT.

1. Monitor actual energy use and dollar costs, compare with the ESCO's annual Measurement and Verification (M&V) report and any ESCO guarantee, resolve differences, if needed, and approve any vouchers for payment.
2. Monitor facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use which may impact energy savings.
3. Provide annual letter report describing the ESCO's performance, equipment performance and operation, energy savings and additional opportunities, if any, to reduce energy costs.

Index #21

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

AGENDA ITEM: Visitor and Community Information Center Services Agreement	AGENDA SECTION: New Business	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Proposed Agreement	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: 00100110.549000	AMOUNT: \$40,000	

The City of Marysville has contracted with The Greater Marysville Tulalip Chamber of Commerce for visitor and community information services for the past nine years. The latest contract will expire December 31, 2013.

This contract coordinates the City of Marysville together with the Greater Marysville Tulalip Chamber of Commerce and the Tulalip Tribes to work together on joint efforts to foster economic growth in our community.

The proposed agreement is the same terms and conditions as the 2013 agreement, contract amount \$40,000. The new term will be January 1, 2014 to December 31, 2014. The City was successful in receiving a Hotel/Motel Grant for \$20,000 towards this activity.

RECOMMENDED ACTION: Authorize the Mayor to sign the Visitor and Community Information Center Services Agreement with the Greater Marysville Tulalip Chamber of Commerce and City of Marysville.
COUNCIL ACTION:

**VISITOR & COMMUNITY INFORMATION CENTER
SERVICES AGREEMENT**

**THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE
& CITY OF MARYSVILLE**

The CITY OF MARYSVILLE, a first-class municipal corporation of the State of Washington (hereinafter the “City”), with offices located at City Hall, 1049 State Avenue, Marysville, Washington, 98270, and THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE, 8825 34th Avenue NE, Suite C, Marysville, Washington, 98271 (hereinafter the “Contractor”), in consideration of the mutual covenants herein, do hereby agree as follows:

- I. **PURPOSE:** This Agreement covers the partial funding of a Visitor & Community Information Center which is a joint economic development project of The Greater Marysville Tulalip Chamber of Commerce, the City of Marysville and the Tulalip Tribes.
- II. **TERM OF AGREEMENT:** Notwithstanding the date of execution hereof, this Agreement shall be in effect from January 1, 2014 to December 31, 2014 both dates inclusive.
- III. **LIAISON:** The City’s officer responsible for this Agreement is Gloria Hirashima, the Chief Administrative Officer. The Contractor’s responsible person is Caldie Rogers, the President/CEO.
- IV. **SCOPE OF WORK:** See Exhibit “A” attached and incorporated herein by this reference.
- V. **PAYMENT:** Contractor shall be paid \$40,000.00 per year payable in the first quarter of 2013.
- VI. **EXTRA WORK AND CHANGE ORDERS:** Work in addition to, or different from, that provided for in the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.
- VII. **LIABILITY AND INSURANCE:** The Contractor agrees to defend the City, hold it harmless, and indemnify it as to all claims, suits, costs, fees and liability arising out of the acts or work of the Contractor, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is incurred as a result of the actions or omissions of such parties. Contractor will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this Agreement, and as to which the City shall be named as additional insured:

A. Workers Compensation	Statutory Amount
B. Broad Form comprehensive General Liability	\$1,000,000
C. Automobile Liability	\$ 500,000

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

An insurance certificate showing the coverage required under this paragraph VIII will be submitted to the City annually. The City, its officers, agents and employees shall be named as additional insured's as it respects the obligations under this agreement.

VIII. COMPLIANCE WITH LOCAL LAWS: The Contractor shall comply with all applicable laws, ordinances, and codes and statutes of the State and local governments.

IX. DEFAULT AND REMEDIES:

A. Should either party hereto believe that the other has failed to substantially perform all or a material part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated by the non-defaulting party upon seven (7) days written notice (delivered by certified mail).

B. In the event of default by either party, the non-defaulting party may, at its option, bring suit to either recover damages resulting from the default or, alternatively, seek specific performance of this Agreement.

C. Should a party file suit to enforce the provisions of this Agreement, including without limitation a suit seeking damages for default, the substantially prevailing party shall be entitled to recoup its legal expenses, including reasonable attorney's fees incurred, in connection with such effort.

D. If either party defaults without legal excuse in timely fulfilling any monetary obligation owed to the other party hereunder, the obligation shall bear 12% simple interest from the date of default until paid in full.

X. ASSIGNMENT: Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

XI. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Snohomish County Superior Court, Everett, Washington.

XII. STATUS OF CONTRACTOR: Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in the City’s employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Contractor shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including workers’ compensation, insurance, payroll deductions, and all related costs. Further, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

EXECUTED, this the _____ day of _____, 2013, for the Contractor,
THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE:

President/CEO

EXECUTED, this the _____ day of _____, 2013, for the
CITY OF MARYSVILLE:

Mayor

Attest: _____
Deputy City Clerk

Approved as to form:

City Attorney

EXHIBIT A

VISITOR & COMMUNITY INFORMATION CENTER

SCOPE OF WORK

The goal of the Visitor & Community Information Center (VCIC) is to strengthen area economy by promoting the greater Marysville Tulalip area as a desirable place to visit whether for leisure, business, or culture with a focus on enhancing the visibility and growth of businesses within the visitor market; and 2) promoting the greater Marysville Tulalip area as a desirable place to invest and live in.

Free travel and recreation counseling services will be provided to visitors and residents 9:00 a.m. to 5:00 p.m., seven days a week from Memorial Day through Labor Day and Mondays through Fridays from Labor Day to Memorial Day. Free community and business information will be provided to residents, current and potential investors and businesses year-round Mondays through Fridays from 9:00 a.m. to 5:00 p.m.

A summary of contacts and services rendered will be tracked and reported monthly in writing to the City's project manager.

The Chamber's scope of work regarding the Visitor & Community Information Center will include:

- Organize and coordinate an ongoing Volunteer Travel Counselor Development Program to include recruitment, placement, training, supervising, recognition and evaluation of volunteers;
- Plan and direct the activities of the Visitor & Community Information Center including: developing a comprehensive information network, monitoring and updating changes in information, collecting and distributing literature and materials, providing promotional display areas in the Visitor & Community Information Center, and providing Voter's Registration services;
- Develop cooperative relations with local and statewide chambers of commerce, information centers, visitor and convention bureaus, local community service organizations, other tourist attractions and the State of Washington's Division of Tourism, providing an environment required to adequately respond to requests from visitors, locals and businesses for information and referrals;
- Coordinate approved public use of chamber facilities including scheduling use, supervising and monitoring use, assisting users as required, and identifying and reporting safety and maintenance concerns;

- Maintain and distribute literature and materials reasonably required for the proper and efficient operation of the Visitor & Community Information Center;
- Collect and display tourism and recreation promotional videos;
- Maintain a record keeping system, resource library and community information data bases;
- Manage the administrative functions of the Visitor & Community Information Program including: recruiting, hiring, training, supervising and evaluating the Visitor Services staff, includes full-time, part-time, temporary, interns and students.
- Serve as a distribution point for materials generated and provided by the City's economic development committees.
- Assist the City's economic development efforts by providing available information to committees as requested.
- Direct businesses seeking relocation to the City's Community Development Director or appropriate City staff.
- Provide a monthly report documenting businesses seeking location and/or relocation to the region.
- Work collaboratively with City staff to ensure that efforts are not duplicated and enhanced services are provided to both parties.

In an effort to keep all parties informed with the progress and successes of this agreement the parties agree to the following:

- The Chamber President will meet on a monthly basis with the City's Chief Administrative Officer to ensure adequate lines of communication exist between both parties.
- The Chamber President/CEO and four Chamber Board members will meet with the Mayor, Chief Administrative Officer and three Council members, on an annual basis to review the status of the contract.

Index #22

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 09, 2013

AGENDA ITEM: National Insurance Crime Bureau Vehicle Use Agreement	AGENDA SECTION:	
PREPARED BY: Robert M. Lamoureux, Commander	APPROVED BY: Richard L. Smith	
ATTACHMENTS: Vehicle Use Agreement WA State DOL Vehicle Certificate of Ownership Application	MAYOR	CAO
	AMOUNT:	
BUDGET CODE:		

DESCRIPTION:

This agreement between the Police Department and the National Insurance Crime Bureau (NICB) allows the department to utilize a vehicle provided by NICB for the purpose of enhancing capabilities in the area of vehicle theft and the investigation of insurance related crimes.

The vehicle is outfitted with full-functioning audio/video recording equipment in the cab of the vehicle. This allows for the deployment of the vehicle as a "bait car" during auto-theft sting operations.

The agreement is for a period of 365 days unless extended by agreement of both parties.

The lease of the vehicle comes at no cost to the city, however, the agreement stipulates the City will be responsible for the maintenance and repair of the vehicle while a part of the City Fleet.

This agreement is the same agreement used for other vehicles currently on loan to the police department by NICB. These agreements have previously been reviewed and approved as to form by the City Attorney's office.

RECOMMENDED ACTION:

Staff recommends City Council authorize the Police Chief to execute Vehicle Use Agreements in the form attached with NICB for the purpose of investigating vehicle thefts and insurance related crimes.

COUNCIL ACTION:



VEHICLE USE AGREEMENT

The National Insurance Crime Bureau ("NICB") does hereby lease to the Marysville Police Department, the vehicle described as:

Year:

Make:

Model:

VIN:

This vehicle will be used by the Law Enforcement Agency for the purpose of auto sting operations and in the investigation of insurance related crimes.

This agreement is subject to the following conditions:

1. The Law Enforcement Agency accepts the above-described vehicle from the NICB for use in pursuit of its lawful purpose. The Law Enforcement Agency shall accept said vehicle "as is". The NICB shall retain remainder interest in said vehicle and that remainder interest shall take full force and effect on the 365th day after the effective date of this agreement, or longer if the term is extended in writing.
2. The Law Enforcement Agency warrants that it will not sell, convey, or in any way dispose of said vehicle in a manner that may impair the NICB's remainder interest. However, in the event that the above described vehicle is stolen or in any way damaged while in the custody of the Law Enforcement Agency, its agents, or assigns, the Law Enforcement Agency shall be liable for any repair or replacement costs.
3. The Law Enforcement Agency does hereby release the NICB from all claims for property damage or bodily injury arising from the operation or maintenance of the vehicle described herein by an employee, agent, or assignee of the agency during the term of this agreement.
4. The Law Enforcement Agency agrees and warrants that it shall provide insurance coverage (self-insured agency) for the above-described vehicle in the normal course of its business.
5. The Law Enforcement Agency will ensure its employees, agents, and assigns use said vehicle only for its intended purpose. No personal use of said vehicle is permitted.
6. The Law Enforcement Agency agrees to provide NICB with results of the bait vehicle operation monthly, or more frequently upon request.
7. The effective date of this agreement shall be the date the vehicle is delivered into the custody of the Law Enforcement Agency.

In witness whereof, the parties hereto have executed this agreement this 19th day of November, 2013.

National Insurance Crime Bureau

Marysville Police Department



Dana MacDonald

Director of Operations Northwest Region

Date: November 19, 2013

Printed Name: _____

Title: _____

Date: _____



Vehicle Certificate of Ownership Application Certificate of Fact for Address Verification

Please Type or Print Plainly

F E E S

PLATE OR TPO		COLOR #1 Top or Front Color		COLOR #2 Bottom or Rear Color		VEHICLE IDENTIFICATION (VIN) NUMBER				FILING	
MOD. YR	WR	USE	MAKE	SERIES/BODY TYPE	MODEL	VALUE CODE	YEAR			MONORAIL	
CYCLE ENGINE OR MOTOR HOME NUMBER			FLEET CODE	EQUIPMENT#	MO REG	REG EXP DATE	SCALE WEIGHT	SEATS		RTA EXCISE TAX	
DECLARED GWT		MONTH GWT	GWT EXP	MILEAGE	CODE	PREVIOUS TITLE #		STATE		LICENSE	
SPECIAL OPTIONS <input type="checkbox"/> DAV <input type="checkbox"/> Leased <input type="checkbox"/> No Title Issued <input type="checkbox"/> NRM <input type="checkbox"/> Bonded <input type="checkbox"/> Native American <input type="checkbox"/> Reg Only <input type="checkbox"/> NON-ROADWORTHY <input type="checkbox"/> Joint Tenants With Rights Of Survivorship				COUNTY OF RESIDENCE		PURCHASE PRICE	TAX JURISDICTION	TAX RATE		APPLICATION	
Washington State primary residence street address or Washington State principal place of business street address is required on the vehicle record (WAC 308-56A-030). For exceptions to this rule, see form TD-420-004. For more than two Registered or Legal Owners, please attach additional applications.				<input type="checkbox"/> USE TAX EXEMPT: Private automobile was purchased and used by me in another state for a minimum of 90 days while I was a bonafide resident, before I entered Washington on (Must be used in WA for personal and family transportation only.)						INSPECTION	
				<input type="checkbox"/> GIFT: Donor previously paid Washington State sales/use tax.						VIN ASSIGNMENT	
				<input type="checkbox"/> INHERITANCE: Washington sales/use tax paid by testator.						GROSS WEIGHT	
				<input type="checkbox"/> Transferred to SPOUSE. <input type="checkbox"/> Sale to INDIAN IN INDIAN COUNTRY. Notarized statement is attached.						GWT CREDIT (ATTACH PROOF)	
NEW REGISTERED OWNER											
NAME Last			First			Middle Initial			ARBITRATION		
NAME Last			First			Middle Initial			SALES/USE TAX		
Washington State primary residence Street Address (IF AN INDIVIDUAL) OR Washington State principal place of business Street Address (IF A BUSINESS)											
1099 State Avenue											
ADDRESS CONTINUED											
Marysville, WA 98270											
MAILING ADDRESS (IF DIFFERENT THAN RESIDENCE ADDRESS) OR EXCEPTION ADDRESS											
FIRST OWNER'S WASHINGTON DRIVERS LICENSE, ID CARD OR UBI NUMBER					SECOND OWNER'S WASHINGTON DRIVERS LICENSE, ID CARD OR UBI NUMBER						
NEW LEGAL OWNER											
NAME Last			First			Middle Initial			REPLACEMENT TAB		
NAME Last			First			Middle Initial			PENALTY		
ADDRESS											
3700 Pacific Hwy E #409											
ADDRESS CONTINUED											
File, WA 98424											
FIRST OWNER'S WASHINGTON DRIVERS LICENSE, ID CARD OR UBI NUMBER					SECOND OWNER'S WASHINGTON DRIVERS LICENSE, ID CARD OR UBI NUMBER						
DEALER'S REPORT OF SALE				WA DLR NO.	DEALER NAME			DATE OF SALE			
I certify that this information is correct. The vehicle is clear of encumbrances except as shown. Any required sales tax has been collected.				DATE OF DELIVERY	VEHICLE IS: (X) <input type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> PREVIOUSLY TITLED			DEALER'S AUTHORIZED SIGNATURE			

Anyone who knowingly makes a false statement may be guilty of a felony under state law and upon conviction shall be punished by a fine, imprisonment or both. I declare under penalty of perjury under the laws of the State of Washington that the information I have provided on this form is true and correct.

X Registered Owner Signature _____ Date Signed _____ Place Signed (such as City or County) _____ Position, if signing for a business _____

X Registered Owner Signature _____ Date Signed _____ Place Signed (such as City or County) _____ Position, if signing for a business _____

NOTARY SEAL OR STAMP	NOTARIZATION / CERTIFICATION		
	State of Washington		Signed or attested
	County of _____		before me on _____
	by _____		Signature _____
Printed Name of Person Signing Document		Notary / Agent Signature _____	
Notary's Name (PRINTED or STAMPED) _____			
Title _____		Dealer No. OR	
Notary / Agent		AND: County / Office No. OR	
		Notary Expiration Date _____	

The Department of Licensing has a policy of providing equal access to its services. If you need special accommodation, please call (360) 902-3600 or TTY (360) 664-8885.

Index #23

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/9/2013

AGENDA ITEM: A RESOLUTION of the City of Marysville, Washington, fixing a time and place for hearing on the final assessment roll for Local Improvement District No. 71, and directing that notice thereof be given in the manner required by law.	
PREPARED BY: .Sandy Langdon, Finance Director DEPARTMENT: Finance	DIRECTOR APPROVAL:
ATTACHMENTS: Resolution	
BUDGET CODE:	AMOUNT:

SUMMARY:

On September 20, 2010 Local Improvement District (LID) No. 71 was formed by adopting Ordinance 2817 to provide for the construction of an Interstate 5 overpass at 156th Street NE, where a portion of the cost will be borne by the property included in the LID and the other portion, up to a maximum of \$8,000,000, borne by the City.

The Lakewood Triangle Access/156th Street Overpass project costs associated with the LID portion were determined to be \$8,425,623.

The LID Project Team has determined January 9, 2014 at 6:00 p.m. as the final assessment roll hearing. RCW 35.44.070 requires the setting of a hearing date for the assessment roll 30 days prior to the hearing.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Resolution setting the date of LID 71 hearing.

CITY OF MARYSVILLE, WASHINGTON

RESOLUTION NO. _____

A RESOLUTION of the City of Marysville, Washington, fixing a time and place for hearing on the final assessment roll for Local Improvement District No. 71, and directing that notice thereof be given in the manner required by law.

WHEREAS, the final assessment roll for Local Improvement District No. 71, which was created and established by Ordinance No. 2827 passed by the City Council on September 20, 2010, has been prepared as provided by law and is on file with the City Clerk, and it is necessary to fix the date for a hearing thereon before the City Council; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, that the public hearing on the final assessment roll for Local Improvement District No. 71 will be held before a hearing officer appointed by the City Council at 6:00 p.m., local time, at the Marysville City Hall, 1049 State Avenue, Marysville, Washington on January 9, 2014. The City Clerk is instructed to cause notice to be given both by mailing and publication as required by law.

ADOPTED by the City Council of the City of Marysville, Washington, at an open public meeting thereof on the 9th day of December, 2013.

CITY OF MARYSVILLE, WASHINGTON

By _____
Jon Nehring, Mayor

ATTEST:

April O'Brien, Deputy City Clerk

APPROVED AS TO FORM:

Grant Weed, City Attorney

CERTIFICATION

I, the undersigned, City Clerk of the City of Marysville, Washington (the "City"), hereby certify as follows:

1. The attached copy of Resolution No. ____ (the "Resolution") is a full, true and correct copy of a resolution duly adopted at a regular meeting of the City Council of the City held at the regular meeting place thereof on November 25, 2013, as that resolution appears on the minute book of the City; and the Resolution will be in full force and effect immediately following its adoption; and

2. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of November, 2013.

CITY OF MARYSVILLE, WASHINGTON

Sandy Langdon, City Clerk

Index #24

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/9/2013

AGENDA ITEM: Adoption of HRA VEBA Employer Agreement	
PREPARED BY: Kristie Guy, HR Director DEPARTMENT: Human Resources	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Resolution _____ 2. HRA VEBA Employer Adoption Agreement 3. Schedule A: Formal Action and Plan Design Documentation 4. Schedule B: Summary of Compliance Requirements Applicant to HRA's 5. Exhibit A: Annual Employer Certification Regarding HRA Integration with a Qualified Group Plan	
BUDGET CODE:	AMOUNT:

SUMMARY:

The attached Resolution repeals Resolution No. 2268, establishing a Health Reimbursement Arrangement/Voluntary Employees' Beneficiary Association ("HRA VEBA") Plan, and adopts two separate HRA VEBA plans.

Effective January 1, 2014, changes need to be made to the HRA VEBA plan design adopted in Resolution No. 2268 in order for the HRA VEBA to stay compliant with federal health care reform regulations. The plan design needs to be restructured to offer two separate plans: 1) the Standard HRA plan and a Post-separation HRA plan.

The Standard Plan is the same HRA VEBA plan we currently provide to eligible employees.

The Post-separation HRA plan is a new, separate plan designed to provide benefits after a participant separates from service or retires and is not enrolled in or covered by the City of Marysville medical plan.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor's to sign the Resolution including the HRA VEBA Plan documents to comply with federal health care reform regulations.</p>
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CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE REPEALING
RESOLUTION NUMBER 2268 AND ADOPTING THE HEALTH
REIMBURSEMENTARRANGEMENT/VOLUNTARY EMPLOYEES'
BENEFICIARY ASSOCIATION ("HRA VEBA") PLAN DESIGNS.

WHEREAS, the City Council adopted Resolution No. 2268 on September 28, 2009 establishing a Health Reimbursement Arrangement/Voluntary Employees' Beneficiary Association ("HRA VEBA") Plan;

WHEREAS, the HRA VEBA plan design must be restructured to stay compliant with federal health care reform regulations and avoid annual and lifetime limits restrictions; and

WHEREAS, HRA VEBA now offers two separate plans: the current Standard HRA plan and a new Post-separation HRA plan.

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

1. Effective January 1, 2014, all provisions set forth in Resolution No. 2268, and any subsequent amendments are hereby repealed for the reason that they are replaced by this resolution adopting two separate HRA VEBA plans: 1) The Standard HRA; and 2) a new Post-separation HRA plan.
2. That the Employer Adoption Agreement attached is hereby adopted and approved in all respects.
3. That the Plan Design Document attached hereto as Schedule A, is hereby adopted and approved in all respects.
4. That the Annual Employer Certification Regarding HRA Integration with a Qualified Group Plan attached hereto as Exhibit A, is hereby adopted and approved in all respects.

PASSED by the City Council and APPROVED by the Mayor the _____ day of December, 2013.

CITY OF MARYSVILLE

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Employer Adoption Documents

*A fully completed and signed Employer Adoption Agreement must be received and accepted by HRA VEBA Trust prior to establishing Participant Accounts. **Please submit two original, signed copies of your Employer Adoption Agreement as per the Instructions.** One countersigned copy will be returned to you upon acceptance by HRA VEBA Trust.*

Contents:

- Instructions
- Employer Adoption Agreement
 - Employer Data Page
 - Provisions
 - Schedule A: Formal Action and Plan Design Documentation
 - Schedule B: Summary of Compliance Requirements Applicable to HRAs
 - Exhibit A: Form of Annual Certification Regarding Integration

Plan Consultant:

VEBA Service Group, a Division of Gallagher Benefit Services, Inc.

Home Office

906 West 2nd Avenue, Suite 400 | Spokane, WA 99201
Phone: 1-800-888-VEBA (8322) | Fax: (509) 838-5613

HRA VEBA Employer Adoption Agreement

Instructions

Two fully completed and signed original copies of your Employer Adoption Agreement must be received and accepted by HRA VEBA Trust prior to establishing participant accounts and providing benefits on behalf of your eligible employees. The Employer Adoption Agreement consists of five parts:

- Employer Data Page (page 5)
- Provisions (pages 6 - 10)
- Schedule A: Formal Action and Plan Design Documentation (pages 11 - 14)
- Schedule B: Summary of Compliance Requirements Applicable to HRAs (pages 15 - 16)
- Exhibit A: Form of Annual Certification Regarding Integration (page 17)

Following these steps will be helpful when completing your Employer Adoption Agreement.

1. **Call your client consultant**

VEBA Service Group, a Division of Gallagher Benefit Services, Inc. (VSG), has been engaged by the HRA VEBA Trust as the Plan Consultant. VSG is available to help you avoid common mistakes and answer your questions. **Prior to completing and submitting your Employer Adoption Agreement**, all language and documentation related to your HRA VEBA plans that contains employee group-specific details, such as funding methods, contribution calculations, and eligibility requirements, should be reviewed by your VSG client consultant (e.g. collective bargaining agreements, memorandums of understanding, other written agreements, Employer policies, etc.). This advance review will help avoid unexpected delays in getting your Employer Adoption Agreement accepted by HRA VEBA Trust.

2. **Complete all sections of the Employer Data Page (page 5)**

Employer contact information will be kept on file by VSG and the third-party administrator (Third-party Administrator or TPA) for the Plan. This will help these primary service providers communicate with the appropriate individual(s) when questions or issues arise. Please immediately notify your VSG client consultant if your primary contact information changes.

3. **Complete the Participation section (page 6)**

In this section, please indicate whether you are a New Employer or a Renewing Employer.

Instructions—continued

4. Complete the Employer Plan Design Selections (pages 7-9)

These sections allow you to make plan design selections regarding participant accounts and forfeitures for each Plan.

5. Complete the Employer Account section (page 9)

An Employer Account can be used to hold assets to offset other post-employment benefit (OPEB) liabilities under Governmental Accounting Standards Board Statement No. 45 (GASB 45).

6. Complete and sign the Employer Adoption Agreement (page 10)

Enter the requested information and provide an authorized signature. Please read item 9 below for more details.

7. Complete Schedule A To Employer Adoption Agreement (pages 11-14)

Schedule A requires that you attach copies of the following items:

- a. **NEW EMPLOYERS:** The **formal Employer action** which was executed to approve and adopt the Plans (e.g. resolution or other similar action; sample language available upon request). **RENEWING EMPLOYERS:** The Trust does not require any formal action; however, please provide copies of any such formal Employer action, if taken in connection with such renewal, in order for the Trust to maintain current records. Please note that formal Employer action is separate and apart from collective bargaining agreements, memorandums of understanding, other written agreements, Employer policies, etc., which contain employee-group specific details such as funding methods and eligibility requirements.
- b. **ALL applicable excerpts** of collective bargaining agreements, memorandums of understanding, other written agreements, Employer policies, etc. which define the agreed upon funding methods and corresponding eligibility requirements.
- c. **ALL documentation language or provisions** that describe the contribution formulas and eligibility definitions for the HRA VEBA contributions. For example, if an Employee group's sick leave or vacation cash out amounts are being redirected to HRA VEBA in lieu of taxable income, **ALL** language which describes and defines the Employer's cash out program must be attached.

Additionally, if you are a renewing Employer and will be making future contributions to the Post-separation HRA Plan on behalf of employees who were already enrolled in the Standard HRA Plan as of July 1, 2013, please attach a list of such participants to Schedule

Instructions—continued

A prior to making your initial contribution to the Post-separation HRA Plan. This is in lieu of you having to collect and submit new Enrollment Forms for such participants (see page 14 for more information).

8. Complete and sign Exhibit A (page 17)

Enter the requested information and provide an authorized signature to certify the provisions of Exhibit A on behalf of the employer.

9. Return two original, signed paper copies

Please mail two original copies of your completed and signed documents and any attachments to VSG's home office in Spokane:

VEBA Service Group, a Division of Gallagher Benefit Services, Inc.
906 West 2nd Avenue, Suite 400
Spokane, WA 99201

VSG will review the submitted documents and, if properly completed and submitted, will accept and countersign the documents on behalf of HRA VEBA Trust. Upon acceptance, one countersigned, original copy will be returned to you for your files. VSG will keep the second countersigned, original copy on file for the benefit of HRA VEBA Trust and forward a copy to the TPA.

10. After this initial Plan adoption, provide future changes/renewals in advance

Submit a fully-completed and signed **Plan Design Change Form** to VSG prior to adopting and implementing future changes that may occur after your initial plan adoption, including any changes relating to participant eligibility or contribution methods or policies. Also, when groups renew participation without making any changes, please provide copies of applicable collective bargaining language or other documents to VSG. The Plan Design Change Form is available online at www.hraveba.org or by request from VSG.

If you have any questions or need assistance when completing your Employer Adoption Agreement, please contact your VSG client consultant.

Spokane
1-800-888-8322

Sumner
1-800-422-4023

Vancouver
1-877-695-3945

Richland
1-855-565-2555

HRA VEBA Employer Adoption Agreement

Employer Data Page

Employer contact information will be kept on file by VSG and the Plan TPA. This will help these primary service providers communicate with the appropriate individual(s) when questions or issues arise. **Please immediately notify your VSG client consultant if your primary contact information changes.**

SECTION 1: EMPLOYER INFORMATIONEmployer Name: City of Marysville

Employer Address:	<u>1049 State Avenue</u>	<u>Marysville</u>	<u>WA</u>	<u>98270</u>
	Street Address	City	State	Zip

Employer Phone: 360.363.8000 Employer Fax: 360.658.4648Estimated number of newly-enrolling employees within the next 12 months: UnknownPlan Effective Date: 10/01/2009Employer Tax Identification Number: 91-6001459 Total Number of FTEs: 238**SECTION 2: CONTACT INFORMATION****a) Contact for General Plan Communications:**

Please identify the primary business or administrative contact who should receive official Plan communications (such as amendments) and other time sensitive administrative and operational communications and information. This person will receive your counter-signed Adoption Agreement and Employer Welcome kit.

Contact Name: Kristie Guy Contact Title: Human Resources Director

Mailing Address (if different than above): _____

Telephone: 360.363.8084 E-mail: kguy@marysvillewa.gov**b) Contact for Enrollment/Payroll Contribution Matters:**

Please identify the person who is generally responsible for facilitating participant enrollment and Employer contribution remittance.

Contact Name: Connie Messerly Contact Title: Human Resources Specialist

Mailing Address (if different than above): _____

Telephone: 360.363.8093 E-mail: cmesserly@marysvillewa.gov**SECTION 3: FOR INTERNAL USE ONLY – To be completed by VSG**

VSG Client Consultant: _____ Phone: _____

E-mail: _____

HRA VEBA EMPLOYER ADOPTION AGREEMENT

VEBA TRUST FOR PUBLIC EMPLOYEES IN THE NORTHWEST

Provisions:

1. Participation. [check one only]

(a) [] New Employer. Employer is a newly-adopting Employer, with a plan effective date of _____ [enter intended plan effective date]. This Employer Adoption Agreement may be amended only in writing as executed by authorized officers of all parties hereto.

or

(b) [x] Renewing Employer. Employer is a currently-participating Employer and wants to renew and ratify or amend its participation in the Plans and the Trust (as defined below). This Employer Adoption Agreement supersedes all prior Employer Adoption Agreements, if any, and may be amended only in writing as executed by authorized officers of all parties hereto.

2. Formal Authorization of Employer. The Employer, by formal action of its governing body or other authorized action, has formally established an employee benefit plan or arrangement pursuant to which it desires to make one or more contributions to the following health reimbursement arrangement (“HRA”) plans (as each may be amended, restated, or offered under one or more alternative plan document versions from time to time and referred to herein as a “Plan” or an “HRA VEBA Plan”) offered by the Voluntary Employees’ Beneficiary Association Trust for Public Employees in the Northwest (as the same may be amended or restated from time to time, the “Trust”):

(a) VOLUNTARY EMPLOYEES’ BENEFICIARY ASSOCIATION STANDARD HEALTH CARE REIMBURSEMENT PLAN FOR PUBLIC EMPLOYEES IN THE NORTHWEST (also referred to as the “HRA VEBA Standard HRA Plan”), which is designed to be exempt from the annual limits restrictions under the Public Health and Safety Act (“PHSA 2711”), as amended by the Patient Protection, Affordability, and Care Act of 2012 (“PPACA”), based upon integration with another group health plan in accordance with PHSA 2711 and applicable PPACA regulatory guidance. The HRA VEBA Standard HRA Plan may accept only contributions (i) made on behalf of participants who are enrolled in the Employer’s group health plan or another group health plan that provides minimum value, as defined by applicable PPACA regulatory guidance (a “Qualified Group Health Plan”)¹ or (ii) made after December 31, 2012 but before January 1, 2014 that are approved by the Trust as permitted or “grandfathered” contributions under PPACA and applicable PPACA regulations and regulatory guidance.

¹ For a description of the types of plans that can be considered to be Qualified Group Health Plans, refer to “What is a Qualified Group Health Plan?” enclosed or available online at www.hraveba.org.

Employer Adoption Agreement—continued

- (b) **VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION POST-SEPARATION HEALTH CARE REIMBURSEMENT PLAN FOR PUBLIC EMPLOYEES IN THE NORTHWEST** (also referred to as the "HRA VEBA Post-separation HRA Plan"), for which payment or reimbursement of benefits are available only after an eligible participant has retired from employment or otherwise separated from service with his or her Employer. The HRA VEBA Post-separation HRA Plan may accept contributions on behalf of all participants, including participants who are not enrolled in a Qualified Group Health Plan, as directed by the Employer pursuant to (i) this Employer Adoption Agreement, (ii) a Plan Design Change Form, (iii) contribution reports for the Post-separation HRA Plan submitted with participant contributions, or (iv) other written instructions from the Employer. **Contributions on behalf of participants who are not enrolled in a Qualified Group Health Plan must be submitted by the Employer into the Post-separation HRA Plan and included only in the Employer's contribution report for the Post-separation HRA plan.**

Through this Employer Adoption Agreement the Employer applies for participation in each Plan and the Trust, to be effective with respect to any Plan only when both of the following have occurred with respect to such Plan: (i) the Trust has accepted this Employer Adoption Agreement and (ii) the Employer has made a contribution or transfer into such Plan on behalf of one or more participants. With respect to each Plan, the Employer shall be considered to be a sponsor of such Plan with respect to its employees and shall have adopted and become subject to the provisions of such Plan and the Trust only upon acceptance by the Trust and the funding by the Employer of any contributions or transfer of assets into such Plan. The Employer acknowledges that it understands and agrees that: (a) neither the Plans, the Trust, nor the Plans/Trust's auditor performs audit work or otherwise examines to assure that any contribution from the Employer to the Trust is in accordance with the Employer's plan or arrangement and that this determination is the sole responsibility of the Employer; and (b) in the event the Employer's plan or arrangement for contributions is determined by the IRS to permit individual employee elections and thereby results in taxable income to affected employees, the Employer shall hold harmless and indemnify each Plan, Trust, and their agents for liability which may result therefrom.

3. **HRA VEBA Standard HRA Plan - Plan Design Selections.** Pursuant to collective bargaining agreements, other written agreements, or Employer benefits policies, whichever is applicable, the Employer hereby elects the following options under the Plan:

- (a) **Participant Accounts.** [check one only, unless Employer is establishing more than one type of Participant Account;⁽¹⁾ **if no option is selected, the default election will be 3(a)(i) – In-service and post-separation coverage; 100% vested**]

⁽¹⁾ In almost all cases Employer will select only one Participant Account option. However, more than one option may be selected if an Employer wants to (1) establish more than one type of Participant Account per Employee or (2) establish different types of Participant Accounts across multiple Employee groups. **Example 1**—Employer wants to establish two types of Participant Accounts per employee within the Standard HRA plan: one that permits in-service and post-separation benefits and is 100% vested, and one that permits post-separation benefits only subject to vesting. **Example 2**—Employer wants to establish different types of Participant Accounts for certain Employee groups. For Employee group A, Employer wants to establish Participant Accounts that are subject to vesting. For Employee group B, Employer wants to establish Participant Accounts that are 100% vested.

If Employer selects more than one Participant Account option, language must be attached that clearly describes, by Employee group, which type(s) of Participant Account(s) are to be established for each eligible Participant.

Employer Adoption Agreement—continued

Commencement of Benefits shall be as directed below by Employer or, for Employees whose assets have been transferred by Employer from a prior plan, Employer may additionally direct in writing that the commencement of Benefits shall coincide with the Employee's benefits eligibility date under the prior plan, provided the Employee becomes a Participant as defined by the Plan.

- (i) In-service and post-separation coverage; 100% vested. Participants shall immediately be eligible to file claims for qualified expenses and premiums incurred any time after a Participant Account is established with respect to such Employee.

or

- (ii) Post-separation coverage only; 100% vested. Participants shall be eligible to file claims for qualified expenses and premiums incurred after separation from service. Employer must notify the Third-party Administrator of such Employees' separation dates by submitting a completed Participant Status Change Form.

or

- (iii) In-service and post-separation coverage; subject to vesting. Participants shall be eligible to file claims for qualified expenses and premiums incurred while in-service and post-separation after having met any vesting requirements. Employer must notify the Third-party Administrator of such Employees' claims eligibility dates, separation dates, and/or vested account percentages by submitting a completed Participant Status Change Form.

or

- (iv) Post-separation coverage only; subject to vesting. Participants shall be eligible to file claims for qualified expenses and premiums incurred post-separation and after having met any vesting requirements. Employer must notify the Third-party Administrator of such Employees' separation dates and vested account percentages by submitting a completed Participant Status Change Form.

4. **HRA VEBA Post-separation HRA Plan – Plan Design Selections.** Pursuant to collective bargaining agreements, other written agreements, or Employer benefits policies, whichever is applicable, the Employer hereby elects the following options under the Plan:

- (a) Participant Accounts. [check one only, unless Employer is establishing more than one type of Participant Account;⁽¹⁾ **if no option is selected, the default election will be 4(a)(i) – Post-separation coverage; 100% vested**]

Commencement of Benefits shall be as directed below by Employer or, for Employees whose assets have been transferred by Employer from a prior plan, Employer may additionally direct in writing that the commencement of Benefits shall coincide with the Employee's benefits eligibility date under the prior plan, provided the Employee becomes a Participant as defined by the Plan.

Employer Adoption Agreement—continued

- (i) Post-separation coverage; 100% vested. Participants shall be eligible to file claims for qualified expenses and premiums incurred after separation from service. Employer must notify the Third-party Administrator of such Employees' separation dates by submitting a completed Participant Status Change Form.

or

- (ii) Post-separation coverage; subject to vesting. Participants shall be eligible to file claims for qualified expenses and premiums incurred post-separation and after having met any vesting requirements. Employer must notify the Third-party Administrator of such Employees' separation dates and vested account percentages by submitting a completed Participant Status Change Form.

5. **Forfeitures.** In the event any funds within a Participant Account are forfeited in accordance with the terms of the Plan documents, such forfeited funds will be transferred to a general forfeiture account held within the Trust on behalf of the deceased or forfeiting Participant's Employer to be re-contributed as future contributions or otherwise applied for the benefit of all Participants of the Employer within the Trust, as directed by the Employer, but in all cases subject to applicable law, the terms of the Plan document, and the rules, policies and procedures established by the Administrator:

6. **Employer Account.** [check one only]

An Employer Account can be used to hold assets to offset other post-employment benefits, such as OPEB liabilities as defined by Governmental Accounting Standards Board Statement No. 45 (GASB 45) accounting rules. An Employer Account can also be established for the purpose of accepting Participant Account forfeitures due to a Participant's death or failure to meet vesting requirements, if any. An Employer Account is not required in order to receive forfeitures as described in paragraph 5. All forfeitures will be deposited into a general forfeiture account but may be subsequently transferred from the general forfeiture account into an Employer Account at the direction of the Employer.

- (a) Employer is not establishing any Employer Account.

or

- (b) Employer is establishing one or more Employer Accounts.

7. **Annual Compliance Certification.** The Employer acknowledges that the qualification of the HRA VEBA Standard HRA Plan as an integrated HRA Plan depends in part upon the Employer's compliance with the contribution restrictions under the Standard HRA Plan and described in paragraph 2(a) above. The Employer hereby agrees to execute and deliver herewith, and agrees to execute and deliver to the Trust annually, a certificate substantially in the form of Exhibit A hereto, as the same may be revised from time to time as required by law in order to maintain the qualification of the HRA VEBA Standard Plan as an integrated HRA Plan.

SCHEDULE A:
FORMAL ACTION AND PLAN DESIGN DOCUMENTATION

Most items contained in this Schedule A require Employer to submit supporting documentation. The most common and preferred method of providing the required information is to simply attach ALL applicable excerpts from collective bargaining agreements, memorandums of understanding, other written agreements, Employer policies, etc. that relate to the HRA VEBA Plans.

NOTE: After Employer completes and submits its Employer Adoption Agreement, Employer must complete and submit a **Plan Design Change Form prior to the adoption and implementation of future changes**. Future changes include adding new participating employee groups; adding new funding methods; changing existing funding methods; adding an Employer Account, etc. The required form is available online at www.hraveba.org, or it can be requested from your VSG client consultant when needed.

Also, when groups renew or ratify participation without making any changes, **please send copies of such collective bargaining language or other documents to VSG**. This will help keep current information on file for you.

PLAN ADOPTION

1. Formal Employer Action.

Attached to this Schedule A is a copy of the formal action taken by Employer to adopt the HRA VEBA Plans⁽¹⁾.

DESCRIPTION OF ELIGIBILITY PROVISIONS AND FUNDING METHODS

2. Participating Employee Groups. [check one only]

- (a) Attached to this Schedule A (preferred method); or
- (b) Set forth below

is information which lists the name(s) of all Employee group(s) currently eligible or becoming eligible to participate in the Plans pursuant to collective bargaining agreements, Employer policy, etc., whichever is applicable.

⁽¹⁾ Formal Employer action is commonly a **resolution or similar action** (sample language available upon request), which is separate and apart from collective bargaining agreements, memorandums of understanding, other written agreements, Employer policies, etc., that contain employee group-specific details such as funding methods and corresponding eligibility requirements. For renewing Employers, the Trust does not require any formal action; however, please provide copies of any such formal Employer action, if taken in connection with such renewal, in order for the Trust to maintain current records.

Schedule A—continued

3. Employer Contribution Methods and Eligibility Requirements. [check one only⁽²⁾]

(a) Attached to this Schedule A (preferred method); or

(b) Set forth below

is information which:

- (i) describes, by Employee group, the Employer contribution method(s) applicable to each; and
- (ii) defines the corresponding eligibility requirements.

⁽²⁾ In most cases, Employers **select option 3(a)** and supply the required information by attaching the cover page and ALL applicable excerpts from collective bargaining agreements, memorandums of understanding, other written agreements, Employer policies, etc., which relate to the HRA VEBA Plans, and that contain clear descriptions of Employer contribution methods and corresponding definitions of eligibility.

If such documents do not exist, **select option 3(b)** and complete the table on the next page by entering the name, size, contribution method(s), and eligibility requirements for each participating employee group.

EXAMPLE:

Employee Group Name	Group Size (# of members)	Contribution Method(s)	Eligibility Requirement(s)
Bargaining Unit A	15	\$100/month mandatory employee contribution	All active employee group members
Bargaining Unit B	27	Sick leave & vacation leave cash out	All active employee group members who separate from service

Regardless of which option is selected, **option 3(a) or 3(b)**, Employer must attach copies of ALL language and documentation that describes the contribution formulas and eligibility definitions that provide the basis for its HRA VEBA contributions. For example, if an employee group's sick leave or vacation cash out amounts are being redirected to HRA VEBA in lieu of taxable income, ALL language and documentation which describes and defines the Employer's cash out program must be attached.

Schedule A—continued

Complete the following table if option 3(b) is selected. When entering the required information, follow the example contained in footnote 2 on page 12.

Employee Group Name	Group Size (# of members)	Contribution Method(s)	Eligibility Requirement(s)
MPOA	66	\$50/mo mandatory employee contribution	All active employee group members
MPOA	66	At retirement, vacation leave in excess of 240 hours up to 480 hours deposited into HRA VEBA	All active employee group members who retire
Non-Represented Employee Group	77	\$50/mo mandatory employee contribution	All active employee group members
Non-Represented Employee Group	77	At retirement, sick leave in excess of 480 hrs deposited into HRA VEBA - ratio 32 hrs sick leave to 8 hrs VEBA contribution	All active employee group members who retire

4. Vesting Requirements. [check one only]

- (a) All Employer contributions are 100% vested at all times (most common); or
- (b) Attached to this Schedule A; or
- (c) Set forth below

is information which includes a description, by Employee group, of any vesting requirements applicable to Participant Accounts which must be satisfied before a Participant becomes eligible to file claims for qualified expenses incurred on or after the date upon which the Participant becomes vested.

If vesting applies, Employer is responsible for tracking when an Employee becomes eligible to file claims after having met the Employer's vesting requirements and providing such notification to the Third-party Administrator. Notification shall include what percentage of the Participant's account balance is vested (e.g. 100% vested; 50% vested, 0% vested, etc.). A Participant Status Change Form for this purpose is required and is available online or can be requested from the Third-party Administrator.

Schedule A—continued

5. Automatic Enrollment for Certain Previously Enrolled Participants of Renewing Employers [Applicable only for Renewing Employers who (a) previously adopted the HRA VEBA Plan prior to July 1, 2013 and (b) are adopting the Post-separation HRA Plan for the first time with this Adoption Agreement].

Attached to this Schedule A is a list of participants (“Initial Post-separation Participants”) who were enrolled in the HRA VEBA Plan prior to July 1, 2013, and for which the Employer wishes to establish a Post-separation HRA participant account upon initial adoption of the Post-separation HRA Plan. Upon receipt of this Adoption Agreement, the Trust will establish a participant account within the Post-separation HRA Plan for all Initial Post-separation Participants, and such participants will be automatically enrolled in the Post-separation HRA Plan. Thereafter, a Participant Enrollment Form will be required for any other participant who is added to the Employer’s contribution report for the Post-separation HRA Plan (whether or not such participant was enrolled prior to July 1, 2013).

[The remainder of this page is intentionally left blank.]

SCHEDULE B:
SUMMARY OF COMPLIANCE
REQUIREMENTS APPLICABLE TO HRAs

1. HSA Participation

- (a) Employees/participants can have both a health savings account (HSA) and a health reimbursement arrangement (HRA), such as HRA VEBA. But, for a participant or his or her spouse to become eligible to make or receive contributions to an HSA, the participant will need to elect limited purpose coverage.
- (b) If you currently make HSA contributions on behalf of eligible employees, you may want to consider offering HRA VEBA contributions in lieu of HSA contributions for employees who are ineligible for HSA contributions, such as those covered under their spouse's medical plan, health flexible spending account (FSA), etc.
- (c) Your VSG client consultant is available to help you determine what employee/participant educational communication may be warranted regarding HSA participation and coordination of benefits.

2. No Individual Choice

- (a) Applicable law governing the tax-exemption of the HRA VEBA Plans does not permit individual choice with regards to participation (eligibility) or contribution amounts. All employee group members defined as eligible (in Schedule A of this Employer Adoption Agreement) must participate. If an eligible employee refuses or fails to complete the required Enrollment Form, the employee may receive no other remuneration in lieu of the HRA contribution.
- (b) Indirect cafeteria plan funding is not permitted. This means an employee's salary reduction election cannot affect (increase) their HRA contribution. (IRS Notice 2002-45)

3. Form W-2 Reporting Requirements

- (a) Form W-2 reporting is not required for HRAs. This is not expected to change unless the IRS publishes further guidance. (IRS Notice 2012-9)

4. Summary of Benefits and Coverage Requirements

- (a) Newly-enrolling participants may access a Summary of Benefits and Coverage document on the HRA VEBA website (hraveba.org). The HRA VEBA Participant Enrollment Kit directs enrolling participants to the website, or they can contact the TPA and request a free, paper copy.

5. Medical opt-outs

- (a) Employers may not provide employees with HRA contributions to purchase individual medical plans in lieu of offering their employees an employer-sponsored group health plan. (HIPAA rules)
- (b) Employers may provide medical opt-out HRA contributions (*i.e.* contributions made for any employee who has elected to not participate in the employer's group health plan) only if (i) the employee is enrolled in another Qualified Group Health Plan (other than

Schedule B—continued

Medicare; see (d) below) or (ii) such contributions are directed only to the Post-separation HRA Plan. (HIPAA and PPACA rules)

- (c) The only medical opt-out HRA contributions that may be made to the Standard HRA Plan are those on behalf of employees who are covered under another Qualified Group Health Plan, not an individual policy.
- (d) Employers may not offer medical opt-out HRA contributions to employees age 65 or older, unless such employee has primary coverage other than Medicare. Medicare Secondary Payer (MSP) rules prohibit Employers from providing incentives to employees to drop employer-sponsored coverage, which would otherwise be primary to Medicare. (MSP rules)

6. PCORI Fee

- (a) Federal health care reform imposes the new Patient-Centered Outcomes Research Institute (PCORI) fee on all group health plans, including the HRA VEBA Plans, to fund clinical effectiveness research.
- (b) For the 2012-13 Plan year, the PCORI fee was \$1.00 per participant. The fee increased to \$2.00 per participant for the 2013-14 Plan year and may go up each year thereafter through the 2019-20 Plan year based on increases in the projected per capita amount of national health expenditures.

7. Annual Limit Restrictions under PHSA 2711 (and related PPACA guidance)

- (a) The HRA VEBA Standard HRA Plan has been re-designed to be exempt from the annual limits restrictions under PHSA 2711, as an HRA plan that is integrated with another group health plan. To qualify as an integrated HRA plan, the HRA VEBA Standard HRA Plan may accept only contributions (i) made on behalf of employees who are enrolled in a Qualified Group Health Plan or (ii) that are approved by the Trust as “grandfathered” contributions under PPACA and applicable PPACA regulations and regulatory guidance. Contributions that do not qualify for the Standard HRA Plan will be accepted into the Post-separation HRA Plan.
- (b) The HRA VEBA Post-separation HRA Plan is designed to be exempt from the annual limits restrictions under PHSA 2711, as an HRA plan that provides benefits to former employees only after retirement or other separation from service from the Employer. The HRA VEBA Post-separation HRA Plan may accept contributions for any participant, including participants who are not enrolled in a Qualified Group Health Plan.

EXHIBIT A
**ANNUAL EMPLOYER CERTIFICATION REGARDING
HRA INTEGRATION WITH A QUALIFIED GROUP PLAN**

The undersigned, a duly authorized officer of the Employer named below, hereby certifies the following on behalf of such Employer:

- (a) The Employer has previously adopted and made contributions into the Voluntary Employees' Beneficiary Association Standard Health Care Reimbursement Plan For Public Employees in the Northwest (also referred to as the "HRA VEBA Standard HRA Plan") offered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest (as the same may be amended or restated from time to time, the "Trust")
- (b) The Employer will make contributions into the HRA VEBA Standard HRA Plan only (i) on behalf of participants who are enrolled in the Employer's group health plan or another Qualified Group Health Plan that provides Minimum Value (as described in "What is a Qualified Group Health Plan?" attached hereto) or (ii) during the period after December 31, 2012 but before January 1, 2014 if such contributions are approved by the Trust (or its designee) as permitted or "grandfathered" contributions under PPACA and applicable PPACA regulations and regulatory guidance; and
- (c) To the extent Employer makes contributions into the HRA VEBA Standard HRA Plan on behalf of any participants, the Employer will, at least annually, either (i) confirm that such participants are enrolled in the Employer's group health plan or (ii) require such participants to certify to the Employer that they are enrolled in a Qualified Group Health Plan for the applicable HRA Plan year; and
- (d) The Employer will use its best efforts to assist the Trust and the Third-party Administrator to correct or reverse any contributions made into the HRA VEBA Standard HRA Plan that are not permitted under the Standard HRA Plan document.

IN WITNESS WHEREOF, the Employer has caused this Annual Certification to be executed and delivered, as evidenced by the signature below of its authorized officer.

Employer
Name: City of Marysville

By: _____
Authorized signature

Jon Nehring
Printed name

Title

Date

Index #25

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2013

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:

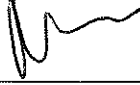
The Finance and Executive Departments recommend City Council approve the September 5, 2013 payroll in the amount \$1,445,321.30 Check No.'s 26943 through 26989.

COUNCIL ACTION:

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

AGENDA ITEM: Resolution to Participate in the Snohomish County Mitigation Plan Update Process	
PREPARED BY: Cheryl Niclai DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS: Resolution #	
BUDGET CODE:	AMOUNT:

SUMMARY:

The Disaster Mitigation Act (DMA; Public Law 106-390) was enacted to encourage and promote proactive, pre-disaster planning as a condition of receiving financial assistance under the Robert T. Stafford Act. The DMA emphasizes planning for disasters before they occur. It established a pre-disaster hazard mitigation program and new requirements for the national post-disaster hazard mitigation grant program (HMGP).

A coalition partnership made up of Snohomish County, 12 cities and 30 special purpose districts created the Snohomish County Natural Hazard Mitigation Plan (SCNHMP). The plan was adopted in 2005 to fulfill the DMA requirements for participating partners.

44CFR Section 201.6.d.3 requires that local hazard mitigation plans be updated and resubmitted for approval in order to remain eligible for benefits awarded under the DMA. The SCHMP was updated in 2010 and is due for another update in 2015. It will be submitted to Marysville Council upon completion.

The SCNHMP helps protect residents' health, safety and economic and environmental interests. Long term planning prior to disasters can help reduce the impacts of natural hazards and increase a community's resilience through awareness and implementation of mitigation actions.

RECOMMENDED ACTION:

Staff recommends Council confirm the City's willingness to participate in the update of the Snohomish County Natural Hazard Mitigation Plan.

RESOLUTION FOR PARTICIPATION IN THE HAZARD MITIGATION PLANNING WITH SNOHOMISH COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT

Resolution No. _____

WHEREAS, pursuant to the Disaster Mitigation Act of 2000 (P.L. 106-390, dated October 30, 2000) and 44CFR Section 201.6.d.3, the Federal Emergency Management Agency requires the adoption and maintenance of a Natural Hazard Mitigation Plan as a condition of eligibility for certain pre-disaster and post-disaster mitigation grant funds; and

WHEREAS, a coalition of 35 Planning Partners, including Snohomish County, Cities and Special Purpose Districts, updated the 2005 Snohomish County Natural Hazards Mitigation Plan in 2010 and is committed to continuing Updates to the Plan as required by the Federal Emergency Management Agency.

WHEREAS, Snohomish County shall deliver a draft copy of the plan for public comment and the governing body's comment during the planning process and prior to adoption.

NOW, THEREFORE, BE IT RESOLVED that the City of Marysville will continue to participate in the maintenance of the Snohomish County Hazard Mitigation Plan by participating in the 2015 Update of the Plan.

This resolution was passed by motion on this _____ day of December, 2013.

By _____
MAYOR

ATTEST TO:

CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

Index #26

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

AGENDA ITEM: 88 th St NE and 55 th Ave NE Intersection Improvements Project – Condemnation Ordinance	
PREPARED BY: Jeff Laycock, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: Ordinance and Exhibit "A" Legal Descriptions	
BUDGET CODE: 305000030.563000	AMOUNT: N/A

SUMMARY:

The City of Marysville has initiated the property acquisition phase for the 88th St NE and 55th Ave NE Intersection Improvements Project. The project includes the construction of a signalized intersection with left turn pockets, illumination, curb, gutter and sidewalk and roadway widening.

While City staff have reached agreement with all but one property owner, clearing title on a majority of the transactions is proving to be difficult. In order to clear title, the City has to obtain consent on the partial release from each of the lien holders. Several of the properties involved have multiple mortgages and/or other liens that are stalling the process. At the current rate, clearing title may be unachievable by the time the project is ready for construction. It should be noted that the one property owner that has yet to sign has just moved into the property. This property owner was made fully aware of the project as part of the sale so staff expect the owner to execute the agreement.

By approving the enclosed ordinance, the City will be able to exercise eminent domain for the acquisition of property through condemnation proceedings. This process will establish timelines with a predictable outcome. Through condemnation, staff will be able to deal directly with a lien holder's legal department rather than the partial release department. This is generally a lot easier since the legal department understands the process. Once a decision has been made about compensation, the City can deposit funds to a registry of the court, and the City is done. The City will also be granted possession and use. Purchase under this framework is also a benefit to property owners, as the compensation from the sale of the property would not be subject to real estate excise tax.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to approve the Ordinance authorizing the condemnation, appropriation, taking and damage of land and other property for the construction of the 88th St NE and 55th Ave NE Intersection Improvements project.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AUTHORIZING THE CONDEMNATION, APPROPRIATION, TAKING AND DAMAGING OF LAND AND OTHER PROPERTY FOR PURPOSES OF IMPROVING THE INTERSECTION AT 88th STREET N.E. AND 55th AVENUE N.E.

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

1. Public safety, convenience, use and necessity demand the improvement of the intersection at 88th Street N.E. and 55th Avenue N.E. by widening it and the addition of a traffic signal.

2. The City has determined that it will be necessary to acquire property for widening and/or improving the street in the location of the intersection as more specifically described in **EXHIBIT A** attached hereto and incorporated herein by this reference. In addition temporary construction easements will be required to construct the project as described in **EXHIBIT A**.

3. The entire cost of the acquisitions provided by this ordinance shall be paid by the following funds of the City:

Fund No. 305 – Arterial Streets

or such other funds as may be provided by law.

4. The City may be unable to agree with certain property owners upon the compensation to be paid for said properties or may be unable to clear title to the property to be acquired.

5. The City has authority pursuant to RCW Chapter 8.12 to acquire, if necessary, title to real property for public purposes. Improvement of the intersection at 88th Street N.E. and 55th Avenue N.E. is a public purpose.

6. Notice of the planned final action authorizing the condemnation of the property described in **Exhibit A** has been given to the owners of said property and published in the Everett Herald and Marysville Globe in accordance with the provisions of 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 and damage the real property described in **EXHIBIT A** hereto, together with all rights appurtenant thereto, including access where applicable. 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.

2. The use of the property described in **EXHIBIT A** is for improvement of the intersection at 88th Street N.E. and 55th Avenue N.E., which is a permanent public use and is reasonably necessary for the purposes for which it is sought.

3. All lands, rights, privileges and other property lying within the limits of the land described in **EXHIBIT A**, together with all rights appurtenant thereto, including access where applicable, are hereby authorized to be condemned, appropriated, taken and damaged for the purpose of improving the intersection at 88th Street N.E. and 55th Avenue N.E. 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.

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

Fund No. 305 – Arterial Streets

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 9th day of December, 2013.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
SANDY LANGDON, Finance Director/City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

**RIGHT - OF - WAY
FOR
PARCEL NO. 30052200205300
Kyle M. Lehn and Lauren R. Shockley Lehn
LEGAL DESCRIPTION**

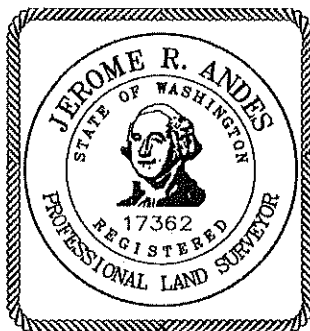
The North 5.00 feet, as measured perpendicular to and parallel with the north line, AND the West 20.00 feet, as measured perpendicular to and parallel with the west line, of Parcel 'X', described below;

TOGETHER with that portion of said Parcel 'X' lying southerly of the south line of said North 5.00 feet, easterly of the east line of said West 20.00 feet and northwesterly of a 10.00 foot radius curve concave to the southeast, being tangent to the south line of said North 5.00 feet and tangent to the east line of said West 20.00 feet of said Parcel 'X';

Parcel 'X'

The West Half of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 22, Township 30 North, Range 5 East, W.M., Snohomish County, Washington;

EXCEPT the South 194.58 feet thereof, as measured along the east line;
AND EXCEPT the North 20 feet for Road (88th Street N.E.)
AND EXCEPT the West 20 feet for Road (55th Avenue N.E.).



5/09/2013

**TEMPORARY CONSTRUCTION EASEMENT
FOR
PARCEL NO. 30052200205300**

LEGAL DESCRIPTION

The South 5.00 feet of the North 10.00 feet, as measured perpendicular to and parallel with the north line, AND the East 5.00 feet of the West 25.00 feet, as measured perpendicular to and parallel with the west line, of Parcel 'X', described below;

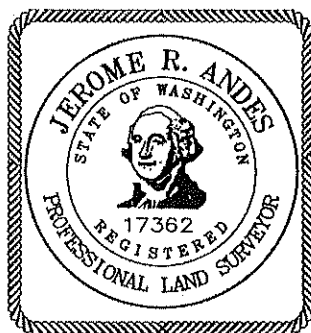
EXCEPT that portion lying northwesterly of a 10.00 foot radius curve concave to the southeast, being tangent to the south line of the North 5.00 feet and tangent to the east line of the West 20.00 feet of said Parcel 'X';

TOGETHER with that portion of said Parcel 'X' lying northwesterly of a 5.00 foot radius curve concave to the southeast, being tangent to the south line of said North 10.00 feet and tangent to the east line of said West 25.00 feet, of Parcel 'X',

Parcel 'X'

The West Half of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 22, Township 30 North, Range 5 East, W.M., Snohomish County, Washington;

EXCEPT the South 194.58 feet thereof, as measured along the east line;
AND EXCEPT the North 20 feet for Road (88th Street N.E.)
AND EXCEPT the West 20 feet for Road (55th Avenue N.E.).



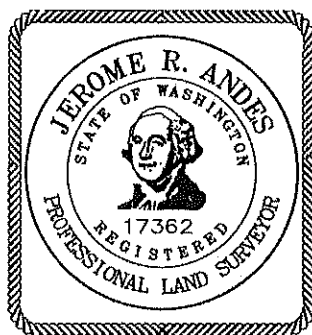
5/09/2013

**RIGHT - OF - WAY
FOR
PARCEL NO. 30052200201200
Terry L. and Barbara J. Keys
LEGAL DESCRIPTION**

The South 5.00 feet, as measured perpendicular to and parallel with the south line, of the following described property:

Commencing at the southwest corner of the Northeast Quarter of the Northwest Quarter of Section 22, Township 30 North, Range 5 East, W.M., Snohomish County, Washington; thence South 88 degrees 25 minutes 42 seconds East, along the south line of said Northeast Quarter of the Northwest Quarter, a distance of 177.03 feet to the true point of beginning; thence South 88 degrees 25 minutes 42 seconds East a distance of 90 feet; thence North 1 degrees 05 minutes 00 seconds West a distance of 165 feet; thence North 88 degrees 25 minutes 42 seconds West a distance of 90 feet; thence South 1 degree 05 minutes 00 seconds East a distance of 165 feet to the true point of beginning;

Except the South 20.00 feet for Road (88th Street N.E.).



4/22/2013

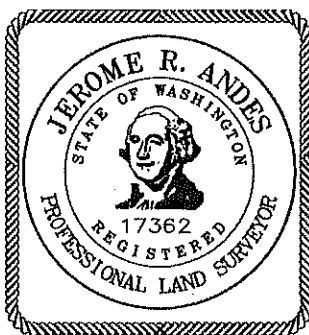
**TEMPORARY CONSTRUCTION EASEMENT
FOR
PARCEL NO. 30052200201200**

LEGAL DESCRIPTION

The North 5.00 feet of the South 10.00 feet, as measured perpendicular to and parallel with the south line, of the following described property:

Commencing at the southwest corner of the Northeast Quarter of the Northwest Quarter of Section 22, Township 30 North, Range 5 East, W.M., Snohomish County, Washington; thence South 88 degrees 25 minutes 42 seconds East, along the south line of said Northeast Quarter of the Northwest Quarter, a distance of 177.03 feet to the true point of beginning; thence South 88 degrees 25 minutes 42 seconds East a distance of 90 feet; thence North 1 degrees 05 minutes 00 seconds West a distance of 165 feet; thence North 88 degrees 25 minutes 42 seconds West a distance of 90 feet; thence South 1 degree 05 minutes 00 seconds East a distance of 165 feet to the true point of beginning;

Except the South 20.00 feet for Road (88th Street N.E.).



4/22/2013

**RIGHT - OF - WAY DEED
FOR
PARCEL NO. 30052200201300**

Debra K. Godby

LEGAL DESCRIPTION

That portion of the Parcel 'X', described below, lying southwesterly of the following described line, hereinafter referred to as LINE 'A':

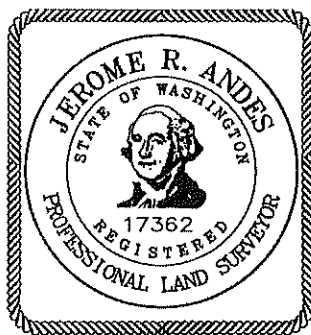
Commencing at the southwest corner of said Parcel 'X'; thence northerly, along the west line of said Parcel 'X', a distance of 35.00 feet to the true point of beginning of LINE 'A'; thence southeasterly to a point in the south line of said Parcel 'X' that is 35.00 feet easterly, as measured along said south line, from said southwest corner and said LINE 'A' there terminating;

TOGETHER with that portion of the South 5.00 feet, as measured perpendicular to and parallel with the south line, of said Parcel 'X', lying easterly of said LINE 'A'.

Parcel 'X'

Beginning at the southwest corner of the Northeast Quarter of the Northwest Quarter of Section 22, Township 30 North, Range 5 East, W.M., Snohomish County, Washington; thence North 1 degrees 49 minutes 14 seconds West, along the west line of said Northeast Quarter of the Northwest Quarter, a distance of 165 feet; thence South 88 degrees 25 minutes 42 seconds East, parallel with the south line of said Northeast Quarter of the Northwest Quarter, a distance of 179.15 feet; thence South 1 degree 05 minutes 00 seconds East a distance of 165 feet to said south line; thence North 88 degrees 25 minutes 42 seconds West a distance of 177.03 feet to the point of beginning;

EXCEPT the South 20 feet for Road (88th Street N.E.)
AND EXCEPT the West 20 feet for Road (55th Avenue N.E.).



4/22/2013

**TEMPORARY CONSTRUCTION EASEMENT
FOR
PARCEL NO. 30052200201300
LEGAL DESCRIPTION**

That portion of the Parcel 'X', described below, lying northeasterly of the following described line, hereinafter referred to as LINE 'A', lying southwesterly of a line 5.00 feet northeasterly from, as measured perpendicular to and parallel with, said LINE 'A', and lying northerly of the north line of the South 10.00 feet, as measured perpendicular to and parallel with the south line, of said Parcel 'X';

Commencing at the southwest corner of said Parcel 'X'; thence northerly, along the west line of said Parcel 'X', a distance of 35.00 feet to the true point of beginning of LINE 'A'; thence southeasterly to a point in the south line of said Parcel 'X' that is 35.00 feet easterly, as measured along said south line, from said southwest corner and said LINE 'A' there terminating;

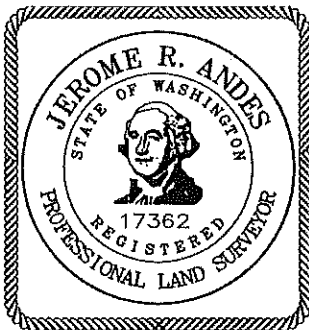
TOGETHER with that portion of the North 5.00 feet of the South 10.00 feet, as measured perpendicular to and parallel with the south line, of said Parcel 'X', lying easterly of said LINE 'A'.

NOTE: The side lines of said easement shall be lengthened or shortened to intersect at angle points and property lines.

Parcel 'X'

Beginning at the southwest corner of the Northeast Quarter of the Northwest Quarter of Section 22, Township 30 North, Range 5 East, W.M., Snohomish County, Washington; thence North 1 degrees 49 minutes 14 seconds West, along the west line of said Northeast Quarter of the Northwest Quarter, a distance of 165 feet; thence South 88 degrees 25 minutes 42 seconds East, parallel with the south line of said Northeast Quarter of the Northwest Quarter, a distance of 179.15 feet; thence South 1 degree 05 minutes 00 seconds East a distance of 165 feet to said south line; thence North 88 degrees 25 minutes 42 seconds West a distance of 177.03 feet to the point of beginning;

EXCEPT the South 20 feet for Road (88th Street N.E.)
AND EXCEPT the West 20 feet for Road (55th Avenue N.E.).



4/22/2013

**RIGHT - OF - WAY DEED
FOR
PARCEL NO. 30052200203600**

Matt Ryan

LEGAL DESCRIPTION

That portion of the Parcel 'X', described below, lying northeasterly of the following described line, hereinafter referred to as LINE 'A':

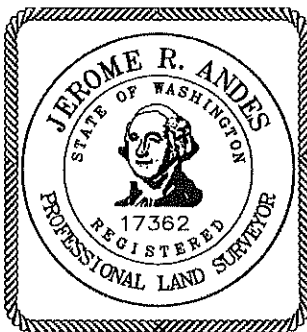
Commencing at the northeast corner of said Parcel 'X'; thence southerly, along the east line of said Parcel 'X', a distance of 35.00 feet to the true point of beginning of LINE 'A'; thence northwesterly to a point in the north line of said Parcel 'X' that is 35.00 feet westerly, as measured along said north line, from said northeast corner and said LINE 'A' there terminating;

TOGETHER with that portion of the North 5.00 feet, as measured perpendicular to and parallel with the north line, of said Parcel 'X', lying westerly of said LINE 'A'.

Parcel 'X'

The North 134 feet of the East 110.00 feet of the North Half of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 22, Township 30 North, Range 5 East, W.M., Snohomish County, Washington;

EXCEPT the North 20 feet for Road (88th Street N.E.)
AND EXCEPT the East 20 feet for Road (55th Avenue N.E.).



4/22/2013

**TEMPORARY CONSTRUCTION EASEMENT
FOR
PARCEL NO. 30052200203600**

LEGAL DESCRIPTION

That portion of the Parcel 'X', described below, lying southwesterly of the following described line, hereinafter referred to as LINE 'A', lying northeasterly of a line 5.00 feet southwesterly from, as measured perpendicular to and parallel with, said LINE 'A', and lying southerly of the south line of the North 10.00 feet, as measured perpendicular to and parallel with the north line, of said Parcel 'X'

Commencing at the northeast corner of said Parcel 'X'; thence southerly, along the east line of said Parcel 'X', a distance of 35.00 feet to the true point of beginning of LINE 'A'; thence northwesterly to a point in the north line of said Parcel 'X' that is 35.00 feet westerly, as measured along said north line, from said northeast corner and said LINE 'A' there terminating;

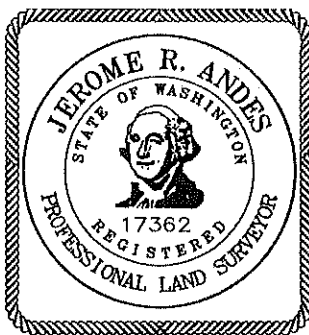
TOGETHER with that portion of the South 5.00 feet of the North 10.00 feet, as measured perpendicular to and parallel with the north line, of said Parcel 'X', lying westerly of said LINE 'A'.

NOTE: The side lines of said easement shall be lengthened or shortened to intersect at angle points and property lines.

Parcel 'X'

The North 134 feet of the East 110.00 feet of the North Half of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 22, Township 30 North, Range 5 East, W.M., Snohomish County, Washington;

EXCEPT the North 20 feet for Road (88th Street N.E.)
AND EXCEPT the East 20 feet for Road (55th Avenue N.E.).




4/22/2013

Index #27

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

AGENDA ITEM: Bayview Trail Phase II Project – Condemnation Ordinance	
PREPARED BY: Jeff Laycock, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: Ordinance and Exhibit "A" Legal Description	
BUDGET CODE: 31000076.563000	AMOUNT: N/A

SUMMARY:

The City of Marysville will soon begin acquisition of a permanent trail easement for the construction of the second phase of the Bayview Trail from 75th St NE to 84th St NE. The City will require an easement from the property located at 8019 75th St NE.

Fair market value compensation will be offered to the property owner in accordance with a recently completed appraisal. If the City and the property owner cannot reach a mutually agreeable settlement, the enclosed ordinance will allow the City to exercise eminent domain for the acquisition through condemnation proceedings.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to approve the Ordinance authorizing the condemnation, appropriation, taking and damage of land and other property for the construction of the Bayview Trail Phase II project.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AUTHORIZING THE
CONDEMNATION, APPROPRIATION, TAKING AND DAMAGING OF LAND AND
OTHER PROPERTY FOR PURPOSES OF EXTENDING THE BAYVIEW TRAIL**

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

1. Public safety, convenience, use and necessity demand the establishment and improvement of parks and trails for public recreation purposes.
2. The City has determined that it will be necessary to acquire property for extending Bayview Trail north of 75th Street N.E. as more specifically described in **EXHIBIT A** attached hereto and incorporated herein by this reference.
3. The entire cost of the acquisition provided by this ordinance shall be paid by the following funds of the City:

Fund No. 310 – Park Construction

or such other funds as may be provided by law.

4. The City may be unable to agree with the property owner upon the compensation to be paid for said property and/or may be unable to clear title to the property to be acquired.
5. The City has authority pursuant to RCW Chapter 8.12 to acquire, if necessary, title to real property for public purposes. Establishment and improvement of a public park recreation trail is a public purpose.
6. Notice of the planned final action authorizing the condemnation of the property described in **Exhibit A** has been given to the owners of said property and published in the Everett Herald and Marysville Globe in accordance with the provisions of 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 and damage the real property described in **EXHIBIT A** hereto, together with all rights appurtenant thereto. The City is further authorized to amend the legal description contained in **EXHIBIT A** as may be necessary and appropriate to meet requirements of the project.

2. The use of the property described in **EXHIBIT A** is for establishment and improvement of a public park recreation trail, which is a permanent public use and is reasonably necessary for the purposes for which it is sought.

3. All lands, rights, privileges and other property lying within the limits of the land described in **EXHIBIT A**, together with all rights appurtenant thereto, including access where applicable, are hereby authorized to be condemned, appropriated, taken and damaged for the purpose of establishing and improving a public park recreation trail, to extend the Bayview Trail north of 75th Street N.E. 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.

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

Fund No. 310 – Park Construction

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 9th day of December, 2013.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
SANDY LANGDON, Finance Director/City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

Date of Publication: _____

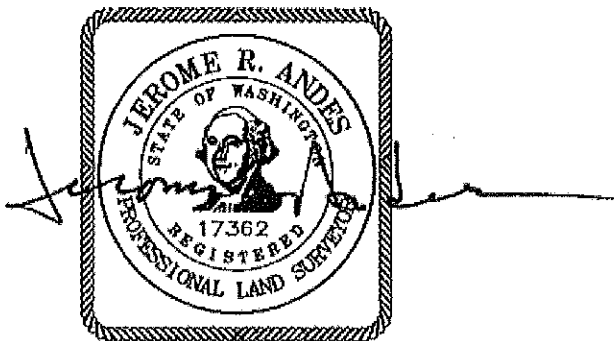
Effective Date (5 days after publication): _____

EXHIBIT A**LEGAL DESCRIPTION**

Tax I.D. 00756800000800

The West 20.00 feet, as measured perpendicular to and parallel with the west line of Lot 8, **BAYVIEW RIDGE DIVISION NO. 1**, recorded under Auditor's File Number 8706265004, records of Snohomish County, Washington.

The side lines of said easement shall be lengthened or shortened to intersect the north and south lines of said lot.



August 6, 2013

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CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/9/2013

AGENDA ITEM: AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING SECTIONS 3.64.020(1) AND (2) OF THE MARYSVILLE MUNICIPAL CODE, RELATING TO THE UTILITY TAX ON TELEPHONE SERVICES.	
PREPARED BY: Sandy Langdon, Admin. Svcs./Finance Dir. DEPARTMENT: Finance	DIRECTOR APPROVAL:
ATTACHMENTS: Draft Ordinance	
BUDGET CODE:	AMOUNT:

SUMMARY:

The attached ordinance authorizes the continuance of the 1% utility tax on telephone services authorized under Chapter 35.21 RCW and adopted under MMC 3.64.020 (1) and (2).

RCW 35.21 allows the City to impose a tax, not to exceed six percent, on electrical energy, natural gas, steam energy, or telephone business. The additional 1% was added in 2010, for one year and has been re-adopted each year thereafter.

The current ordinance is due to expire the additional 1% on February 28, 2014. Staff recommends a one year extension of the additional 1% on telephone business, setting the total utility tax on telephone business at 6%, to keep in sync with the 2014 Adopted Budget.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the ordinance to extend the additional 1% utility tax on telephone business to February 28, 2015.

CITY OF MARYSILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING SECTIONS
3.64.020(1) AND (2) OF THE MARYSVILLE MUNICIPAL CODE, RELATING
TO THE UTILITY TAX ON TELEPHONE SERVICES.**

WHEREAS, the City is authorized under Chapter 35.21 RCW to impose a tax on the privilege of conducting an electrical energy, natural gas, steam energy, or telephone business at a rate not to exceed six percent; and

WHEREAS, the City currently imposes tax upon the privilege of conducting an electrical energy or natural gas business at a rate of five percent and telephone business at a rate of six percent, and

WHEREAS, the six percent tax on telephone business will expire on February 28, 2014; and

WHEREAS, the City wishes to continue the tax upon the privilege of conducting a telephone business at six percent; and

WHEREAS, RCW 35.21.865 provides that no tax increase may take effect before the expiration of 60 days following the enactment of the ordinance; and

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

SECTION 1. Section 3.64.020(1) and (2) of the Marysville Municipal Code are hereby amended to read as follows:

3.64.020 Telephone business. (1) Upon any telephone business there is levied a tax equal to six percent of the total gross operating revenues, including revenues from intrastate toll, derived from the operation of such business within the city. The tax shall be paid monthly on or before the twentieth day of the following month. In computing the tax there shall be deducted from the revenues the following items:

(a) Charges which are passed on to the subscribers by a telephone company pursuant to tariffs required by regulatory order to compensate for the cost to the company of the tax imposed herein;

(b) The amount of uncollectible service charges actually sustained by the telephone company;

(c) Amounts derived from transactions in interstate or foreign commerce or from any business which the city is prohibited from taxing under the Constitutions of the State of Washington or the United States.

(2) "Telephone business" means the business of providing access to a local telephone network, local telephone network switching service, toll service, or coin telephone services, or providing telephone, video, data, or similar communication or transmission for hire, via a local telephone network, toll line or channel, cable, microwave, radio or similar communication or transmission system, including cellular telephone service. It includes cooperative or farmer-line telephone companies or associations operating an exchange. "Telephone business" does not include the providing of competitive telephone service, nor the providing of cable television service.

SECTION 2. This ordinance shall take effect on March 1, 2014 and shall automatically expire and be repealed February 28, 2015.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2013.

CITY OF MARYSVILLE

By _____
MAYOR

Attest:

By _____
DEPUTY CITY CLERK

Approved as to from:

By _____
CITY ATTORNEY

Date of publication: _____

Effective Date : March 1, 2014

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CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/9/2013

AGENDA ITEM: AN ORDINANCE OF THE CITY OF MARYSVILLE, WA, AUTHORIZING THE CITY OF MARYSVILLE TO CONTINUE TO IMPOSE A SALES AND USE TAX AS AUTHORIZED BY RCW 82.14.415 AS A CREDIT AGAINST STATE SALES AND USE TAX; CERTIFYING THE COSTS TO PROVIDE MUNICIPAL SERVICES TO THE CENTRAL MARYSVILLE ANNEXATION AREA; AND SETTING A NEW THRESHOLD AMOUNT FOR FISCAL YEAR 2014 RELATING TO ANNEXATIONS.	
PREPARED BY: Sandy Langdon, Admin. Svcs./Finance Dir. DEPARTMENT: Finance	DIRECTOR APPROVAL:
ATTACHMENTS: Draft Ordinance	
BUDGET CODE:	AMOUNT:

SUMMARY:

The attached ordinance authorizes the continuance of the current 0.2% state sales and use tax credit as provided by RCW 82.14.415

RCW 82.14.515 allows the City to impose a 0.2% credit against state sales and use tax for annexation populations of at least 20,000 to assist with funding the costs of a newly annexed area, Central Marysville, for a period of ten years. This credit is funded from the State's portion of sales and use tax (6.5%) and is calculated on the entire City sales and use tax gross receipts

In order to continue receiving the credit the City needs to provide the Department of Revenue a new threshold amount for the next fiscal year, and notice of any applicable tax rate changes. The City estimates the projected cost to be at least \$8,794,489 to provide municipal services to the annexation area which exceeds the projected general revenue to be \$5,505,694 that the City would otherwise receive from the Central Marysville Annexation Area on an annual basis and which results in an estimated revenue shortfall of \$3,288,796. The estimated 0.2% of 2014 retail sales is \$1,557,392.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the ordinance to continue to impose a sales and use tax as authorized by RCW 82.14.415 as a credit against state sales and use tax; certifying the costs to provide municipal services to the central Marysville annexation area; and setting a new threshold amount for the fiscal year 2014 relating to annexations.

CITY OF MARYSVILLE
Marysville WA, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AUTHORIZING THE CITY OF MARYSVILLE TO CONTINUE TO IMPOSE A SALES AND USE TAX AS AUTHORIZED BY RCW 82.14.415 AS A CREDIT AGAINST STATE SALES AND USE TAX; CERTIFYING THE COSTS TO PROVIDE MUNICIPAL SERVICES TO THE CENTRAL MARYSVILLE ANNEXATION AREA; AND SETTING A NEW THRESHOLD AMOUNT FOR FISCAL YEAR 2014 RELATING TO ANNEXATIONS.

WHEREAS, state law authorizes the reallocation of the sales tax already collected by the state to be remitted to the City to assist with funding the costs of certain newly annexed areas; and

WHEREAS, the City Council of the City of Marysville, Washington, adopted its Ordinance No. 2792, annexing the Central Marysville Annexation Area with a population of at least 20,000 people, effective December 30, 2009 (“Central Marysville Annexation Area”); and

WHEREAS, pursuant to RCW 82.14.415, the City is authorized, under the circumstances of this annexation, to impose a sales and use tax as authorized with that tax being a credit against the state tax; and

WHEREAS, with the passage of Ordinance No. 2799 in November 2009, the City imposed such a sales and use tax under RCW 82.14.415 for the Central Marysville Annexation Area; and

WHEREAS, the City Council finds and determines that the projected cost of at least \$8,794,489 to provide municipal services to the annexation area exceeds the projected general revenue estimated to be \$5,505,694 that the City would otherwise receive from the Central Marysville Annexation Area on an annual basis and which results in an estimated revenue shortfall of \$3,288,796; and

WHEREAS, due to said revenue shortfall, the City Council finds that it is appropriate to continue said sales and use tax for the Central Marysville Annexation Area under the authority of RCW 82.14.415.

NOW THEREFORE, the City Council of the City of Marysville, Washington, does ordain as follows:

Section 1. Continuation of sales and use tax under authority of RCW 82.14.415 and Ordinance No. 2799. The continuation of the sales and use tax for the Central Marysville Annexation Area as previously authorized and imposed pursuant to RCW 82.14.415 and Ordinance No. 2799 at a tax rate of 0.2% is hereby authorized and renewed for 2014.

Section 2. Certification of costs to provide municipal services to Central Marysville Annexation Area. In accordance with RCW 82.14.415(9), it is hereby certified that the costs to provide municipal services to the Central Marysville Annexation Area fiscal year 2014 is \$8,794,489.

Section 3. Threshold amount. The threshold amount for the Central Marysville Annexation Area for fiscal year 2014 for imposing the sales and use tax credit under RCW 82.14.415 is \$3,288,796.

Section 4. Effective Date. This Ordinance shall be effective (5) five days following adoption and publication.

PASSED by the City Council and APPROVED by the Mayor this ____ day of December, 2013.

JON NEHRING, Mayor

ATTEST:

APRIL O'BRIEN, Deputy City Clerk

APPROVED AS TO FORM:

GRANT WEED, City Attorney

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CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/9/13

AGENDA ITEM: Ordinance Increasing Water, Sewer, and Surface Water Utility Rates	
PREPARED BY: Sandy Langdon, Finance Director & John Nield, Financial Operations Manager DEPARTMENT: Finance	DIRECTOR APPROVAL:
ATTACHMENTS: Proposed Ordinance Ordinance 2916 Rate Comparison	
BUDGET CODE:	AMOUNT:

SUMMARY:

During the 2014 Budget process the Utility Fund Budget proposed a 2% increase to the water, sewer, and surface water rates for 2014 per MMC 14.07.075 Section 1.

During the last rate study it was determined that a 2% annual rate increase would assist the Utility to keep pace with rising costs, assist with reducing the need to incur debt, and meet the legal requirement of the Utility bond covenants. The next rate study is currently in process.

A bi-annual survey of city utility rates by the Association of Washington Cities provided the following rate ranges:

Single Family Monthly Water Rates				
2012 Rates	Average	High	Low	Marysville
Water	\$ 33.82	\$ 99.32	\$ 8.34	\$ 17.11
Sewer	\$ 46.05	\$ 115.49	\$ 16.50	\$ 39.81
Surface Water	\$ 8.78	\$ 23.00	\$ 1.50	\$ 10.82

RECOMMENDED ACTION:

Staff recommends that City Council adopt an Ordinance of the City of Marysville Increasing Water, Sewer, and Surface Water Utility Rates and Amending Sections 17.07.060, 14.07.070, and 14.19.050 of the Marysville Municipal Code as Allowed Under Section 14.07.075.

[DRAFT]
 - CITY OF MARYSVILLE
 Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON INCREASING WATER, SEWER, AND SURFACE WATER UTILITY RATES AND AMENDING SECTIONS 14.07.060, 14.07.070, AND 14.19.050 OF THE MARYSVILLE MUNICIPAL CODE AS ALLOWED UNDER SECTION 14.07.075.

WHEREAS, the City is authorized under RCW 35.92 to establish and maintain water and sewer systems and establish rates for those services.

WHEREAS, pursuant to ordinances codified in part at Chapter 14.07.060, 14.07.070 and 14.19.050 of the Marysville Municipal code, the City established water, sewer, and surface water rates for properties served by the City of Marysville water, sewer, and surface water utility; and

WHEREAS, using generally accepted rate setting techniques, and with the assistance of a qualified consultant, City staff formulated recommended water, sewer, and surface water rates; and

WHEREAS, on January 25, 2010 the Marysville City Council held a public hearing, took public testimony, fully considered the staff recommendation of proposed water, sewer, and surface water rates, and approved Staff recommendation regarding rate adjustments including establishment of storm water connection charge, restructuring of water rate to inclined block volume rate, elimination of overage rate, elimination of summer surcharge, sewer rate increase, and surface water rate increase; and

WHEREAS, the Marysville City Council, during the 2014 Budget processes and adoption, finds that the recommended 2% increase of water, sewer, and surface water rates, per MMC 14.07.075 Section 1, are fair, just and reasonable.

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

Section 1. Section 14.07.060 of the Marysville Municipal Code is hereby amended to read as follows:

14.07.060 Water rates.

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(1) Definitions.

(a) “Water rates,” as used herein, shall refer to the charge assessed by the city for all water consumed or used on property connected to the city water system. The rates shall be based upon the quantity of water passing through the water meter during each billing period.

(b) The normal “billing period” shall be a two-month cycle and shall be that period falling between two consecutive meter read dates. Charges for periods of less than two months shall be prorated both as to minimum charge and as to consumption; provided, however, the city may, at its discretion, elect to use a monthly billing period for selected accounts. If a monthly billing period is used, the consumption allowance and rate shall be one-half that set forth in the bimonthly rate schedule.

(c) Billing Increments. Charges for water shall be computed on the nearest 1,000 gallons of consumption.

(d) “City rates” are those which shall be charged to all properties connected to the water system which are located within the city limits of Marysville.

(e) “CWSP rates” are those which shall be charged to all properties connected to the water system which are located outside the city limits of Marysville but are within the coordinated water system planning boundary.

(f) “OCWSP rates” are those which shall be charged to all properties connected to the water system which are located outside the city’s coordinated water system planning boundary.

(g) “Multiple residential units” shall be defined as attached dwelling units which share a common water meter, including duplexes, townhouses, apartments and condominiums, and shall be defined as including mobile home parks.

(h) “Single-family residential units” shall refer exclusively to detached single-family dwelling units.

(2) Bi Monthly Minimum Water Rates. Minimum charges for each billing period, and consumption allowances for such minimums are established as follows:

Effective January 1, 2014:

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
Tier = factor *base rate				
Multiple Residential Units (Per Unit)	N/A	\$21.36	\$32.05	\$42.72
5/8"	1	\$21.36	\$32.05	\$42.72
3/4"	1.5	\$32.05	\$48.05	\$64.07
1"	2.5	\$53.41	\$80.09	\$106.78
1-1/2"	5	\$106.78	\$160.18	\$213.57
2"	8	\$170.85	\$256.29	\$341.70
3"	16	\$341.70	\$512.55	\$683.41
4"	25	\$533.92	\$800.88	\$1,067.83
6"	50	\$1,067.83	\$1,601.73	\$2,135.64
8"	80	\$1,708.51	\$2,562.77	\$3,417.03
10"	115	\$2,455.99	\$3,683.99	\$4,911.97
12"	200	\$4,271.28	\$6,406.92	\$8,542.56

Residential & Multi-Family	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.15	\$1.72	\$2.30
7 to 20	\$4.02	\$6.04	\$8.05
21 to 30	\$4.59	\$6.89	\$9.20
31 and higher	\$5.17	\$7.75	\$10.34

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.15	\$1.72	\$2.30
7 and higher	\$2.88	\$4.31	\$5.74

(3) Calculation of Water Bill for Multiple Residential Units. In calculating the water bill for

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multiple residential units, the total number of dwelling units served by a water connection shall be divided into the water consumption for each billing period, expressed in gallons, to determine the average consumption per dwelling unit. The water rates shall be based upon the average consumption per unit during the billing period multiplied by the total number of units.

(4) Calculation of Water Bill for Mobile Home Parks. The total water bill for mobile home parks shall be calculated by applying the rate schedule to the total number of pads or mobile home sites on the premises which are in a condition ready for occupancy, regardless of whether the same are occupied during the billing period or not; provided, that for the first 24 months after a mobile home park, or a new addition thereto, is opened and connected to city utilities, its water bill shall be calculated by applying the rates only to such pads or mobile home sites as are actually occupied by mobile homes during each billing period; provided, however, for mobile home parks whose utility meter with the city was first activated less than three years preceding June 9, 1997, the effective date of Ordinance 2130, and for which billing on all pads or mobile home sites has occurred for less than two years preceding June 9, 1997, such mobile home parks shall be granted an additional 12 months from June 9, 1997, to pay only for such pads or mobile home sites which are actually occupied during each billing period; provided, further, that all fees, charges and rates paid by such mobile home parks to the city under prior provisions of this subsection and MMC 14.07.070(4) as such subsections originally read or as subsequently amended, shall be nonrefundable notwithstanding the provisions of this subsection.

(5) Private Fire Protection Rates. Private fire protection rates for properties inside or outside of the corporate limits of the city shall be as follows:

Effective January 1, 2014

- (a) Private hydrants, each: \$41.22 per year;
- (b) Wet standpipe systems: \$41.22 per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:

1. Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

Size of Line	Bimonthly Charge
2-inch	\$44.83
3-inch	\$55.18
4-inch	\$67.79
6-inch	\$85.03
8-inch	\$111.50
10-inch	\$140.21
12-inch	\$161.95

2. As of 1/1/2010 automatic sprinkler systems without a separate meter and

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where the line is under 2 inches, will become part of the minimum water rate as a result of the rate restructuring.

(6) **Reduced Utility Charges in Special Cases.** Upon application by a utility customer, the Chief Administrative Officer or designee shall have the discretion to make reasonable and equitable reduction in utility accounts, on a case-by-case basis, in the following circumstances:

(a) If a private water line, valve, fixture, or other appurtenance is verified to be leaking as a result of accidental damage or natural deterioration of the same, and not as a result of abuse or willful neglect, the water bill for the subject property during the period of the leak may be reasonably and equitably reduced; provided, that a customer shall be required to pay the base rate plus at least 50 percent of the applicable overage rate for all water which was lost by reason of the leak. The sewer bill for the subject property during the period of the leak may also be reasonably and equitably reduced to an amount not less than the bill charged for the corresponding period the previous year.

(9) **Calculation of Water Bill for School Facilities.** The city rate for water as set forth in subsection (2) of this section shall apply to all school facilities, whether such facilities are within the city limits or not. (Ord. 2181 §§ 1, 2, 1998; Ord. 2130 § 1, 1997; Ord. 2117 §§ 1, 2, 1997; Ord. 2109 § 1, 1996; Ord. 1840 § 1, 1991; Ord. 1809 § 1, 1990; Ord. 1789, 1990; Ord. 1434, 1985).

(10) **Rate Relief.** Low-income senior citizens and low-income disabled persons may be eligible for water and/or sewer rate relief pursuant to Chapter 3.63 MMC.

Section 2. Section 14.07.070 of the Marysville Municipal Code is hereby amended to read as follows:

14.07.070 Sewer rates.

(1) **Definitions.**

(a) The normal “billing period” shall be a two-month cycle and shall be that period falling between two consecutive water meter read dates. Charges for periods of less than two months shall be prorated; provided, however, the city may, at its discretion, elect to use a monthly billing period for selected accounts. If a monthly billing period is used, the rate shall be one-half that set forth in the bimonthly rate schedule.

(b) “City rates” are those which shall be charged to all properties connected to the sewer system which are located within the city limits of Marysville.

(c) “UGA rates” are those which shall be charged to all properties connected to the sewer system which are located outside of the city limits of Marysville but are within the urban growth area of the city of Marysville or that portion of the city of Arlington urban growth area which Marysville has agreed by interlocal agreement to provide service.

(d) “OUGA rates” are those which shall be charged to all properties connected to the sewer system which are located outside the Marysville city limits and outside area where “UGA rates” apply.

(e) “Single-family residences” shall refer exclusively to detached single-family dwelling units.

(f) “Multiple residential units” shall be defined as attached dwelling units which share

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a common water meter, including duplexes, townhouses, apartments, and condominiums, and shall be defined as including mobile home parks.

(g) “Commercial/industrial” refers to all nonresidential land uses which are not specifically itemized or defined as being included within other classifications.

(h) “Satellite system rate” refers to that rate charged to the city by Lake Stevens Sewer District for the “overlap” area as described in the interlocal agreement between the parties dated April 22, 1999, plus an administrative overhead cost of 15 percent.

(2) Calculation of Commercial/Industrial Sewer Rates. Commercial/industrial sewer rates shall be based upon the quantity of water consumed or used on the premises during the billing period, as determined by the water meter reading and the strength of the discharge as measured by total suspended solids (TSS) and biochemical oxygen demand (BOD); provided, that a property owner may, at his own expense, arrange the plumbing on commercial premises so as to separate water which will be discharged into the sewer system from water which will not be so discharged, and a separate meter shall be installed to measure the amount of actual sewage discharged. In such a case the sewer rate shall be based only on the actual sewer use. The installation of such plumbing and meters must be inspected and approved by the city utility department.

Where a commercial property is connected to sewer service but not to water service, the city council shall determine the sewer rate to be charged on a case-by-case basis, using an estimated figure for water consumption.

(3) Sewer Rates. Bi Monthly Sewer rates are established as follows:

Effective January 1, 2014

Classification	City Rate	Rural Rate	Outside UGA Rate
Single-family residential	\$79.61	\$119.43	\$159.24
Multiple residential units per unit	\$75.71	\$113.56	\$151.42
Hotels/Motels per unit	\$55.77	\$83.66	\$111.54
Commercial Minimum	\$79.61	\$119.43	\$159.24
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$1.67	\$2.51	\$3.34
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$2.30	\$3.45	\$4.59
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$2.94	\$4.41	\$5.88
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$3.57	\$5.34	\$7.14
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$4.20	\$6.29	\$8.39

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Class 6 (501 to 600 mg/l) per 1,000 gallons	\$6.10	\$9.16	\$12.19
Overnight camping			
Individual connections per unit	\$55.77	\$83.66	\$111.54
Other connections each	\$75.71	\$113.56	\$151.41
Schools			
Minimum	\$79.61		
Per 1,000 Gallons	\$4.53		
Restaurants w/o grease trap surcharge	\$3.81		

(4) Calculation of Sewer Rates for Mobile Home Parks. The total sewer bill for mobile home parks shall be calculated by applying the rate schedule above to the total number of pads or mobile home sites on the premises which are in a condition ready for occupancy, regardless of whether the same are occupied during the billing period; provided, that for the first 24 months after a mobile home park, or a new addition thereto, is opened and connected to city utilities, the sewer bill shall be calculated by applying the rates only to such pads or mobile home sites as are actually occupied by mobile homes during each billing period; provided, however, for mobile home parks whose utility meter with the city was first activated less than three years preceding June 9, 1997, the effective date of Ordinance 2130, and for which billing on all pads or mobile home sites has occurred for less than two years preceding June 9, 1997, such mobile home parks shall be granted an additional 12 months from June 9, 1997, to pay only for such pads or mobile home sites which are actually occupied during each billing period; provided further, that all fees, charges and rates paid by such mobile home parks to the city under prior provisions of this section and MMC 14.07.060, as such sections originally read or as subsequently amended, shall be nonrefundable notwithstanding the provisions of this subsection.

(5) Restaurants, for the purpose of sewer rates, shall be classified as Class 3 strength as described in subsection (3) of this section. Restaurants without approved grease traps, including those restaurants where a variance has been granted eliminating the necessity of a grease trap, shall be surcharged effective January 1, 2014 \$3.81 per 1,000.

(6) Satellite System Rate. Notwithstanding any other rate established by this section, for that area defined as the satellite system area, the city shall charge the same rate as charged by Lake Stevens Sewer District plus an administrative fee of 15 percent. This rate shall be in effect for such properties until such time as the city's sewer collection system is constructed and sewer flows are diverted from the Lake Stevens Sewer District system to the city's sewer collection system.

(7) Calculation for Sewer Rates for Schools. Schools sewer rates shall be based upon the quantity of water consumed or used on the premises during the billing period, as determined by the water meter reading; provided; if the water service is supplied to a school by other than the City of Marysville water system, the school district shall notify the City billing department of the total consumption as billed by other such water purveyor. The city rate for sewer as set

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forth in subsection (3) of this section shall apply to all school facilities, whether such facilities are within the city limits or not and whether public or privately operated. (Ord. 2284 § 1, 1999; Ord. 2130 § 2, 1997; Ord. 2117 § 3, 1997; Ord. 2109 § 2, 1996; Ord. 1840 § 2, 1991; Ord. 1809 § 2, 1990; Ord. 1798, 1990; Ord. 1434, 1985).

(8)Rate relief.

Low-income senior citizens and low-income disabled persons may be eligible for water and/or sewer rate relief pursuant to MMC 3.63.

Section 3. Section 14.19.050 of the Marysville Municipal Code is hereby amended to read as follows:

14.19.050 Surface water utility rates.

Surface water utility rates shall be based on a commonly accepted rate unit for surface water utilities, the equivalent residential unit (ERU). The ERU is used to relate a base rate fee charged to a single-family residential parcel to that which is charged to a nonresidential parcel. The ERU is determined by using the current best available method, which may include analyzing digital photographs, utilizing satellite imagery, performing field checks for verification purposes of a representative sample of single-family residences within the city limits and/or utilizing civil design and construction plans or record drawings. Using this methodology, the director shall determine the amount of impervious area on each nonresidential parcel. The city's standard ERU amount is 3,200 square feet of impervious surface area. The specific ERU calculation for each parcel will be rounded to the nearest one hundredth, will be established for each such parcel as the impervious surface information becomes available for such parcel, and will be calculated in accordance with the following table:

Effective January 1, 2014:

Customer Class	Rate Calculation	2014 Monthly Rate
	(1 ERU = 3,200 sq ft)	
Residential	1 ERU	\$10.82
Nonresidential	(sq ft of impervious surface (1	\$10.82
Connection Charge	1 ERU	\$98.84

ORDINANCE - 8

increase.ord 2014 water-sewer storm

Section 3. Effective Date. This Ordinance and the rate schedules provided herein shall be effective January 1, 2014.

PASSED by the City Council and APPROVED by the Mayor this ____ day of December, 2013.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

Date of Publication: _____

ORDINANCE - 9

increase.ord 2014 water-sewer storm

- CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. 2916

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON INCREASING WATER, SEWER, AND SURFACE WATER UTILITY RATES AND AMENDING SECTIONS 14.07.060, 14.07.070, AND 14.19.050 OF THE MARYSVILLE MUNICIPAL CODE AS ALLOWED UNDER SECTION 14.07.075.

WHEREAS, the City is authorized under RCW 35.92 to establish and maintain water and sewer systems and establish rates for those services.

WHEREAS, pursuant to ordinances codified in part at Chapter 14.07.060, 14.07.070 and 14.19.050 of the Marysville Municipal code, the City established water, sewer, and surface water rates for properties served by the City of Marysville water, sewer, and surface water utility; and

WHEREAS, using generally accepted rate setting techniques, and with the assistance of a qualified consultant, City staff formulated recommended water, sewer, and surface water rates; and

WHEREAS, on January 25, 2010 the Marysville City Council held a public hearing, took public testimony, fully considered the staff recommendation of proposed water, sewer, and surface water rates, and approved Staff recommendation regarding rate adjustments including establishment of storm water connection charge, restructuring of water rate to inclined block volume rate, elimination of overage rate, elimination of summer surcharge, sewer rate increase, and surface water rate increase; and

WHEREAS, the Marysville City Council, during the 2013 Budget process and adoption, finds that the recommended 2% increase of water, sewer, and surface water rates, per MMC 14.07.075 Section 1, are fair, just and reasonable.

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

Section 1. Section 14.07.060 of the Marysville Municipal Code is hereby amended to read as follows:

14.07.060 Water rates.

ORDINANCE - 1

increase.ord 2013 water-sewer storm

(1) Definitions.

(a) "Water rates," as used herein, shall refer to the charge assessed by the city for all water consumed or used on property connected to the city water system. The rates shall be based upon the quantity of water passing through the water meter during each billing period.

(b) The normal "billing period" shall be a two-month cycle and shall be that period falling between two consecutive meter read dates. Charges for periods of less than two months shall be prorated both as to minimum charge and as to consumption; provided, however, the city may, at its discretion, elect to use a monthly billing period for selected accounts. If a monthly billing period is used, the consumption allowance and rate shall be one-half that set forth in the bimonthly rate schedule.

(c) Billing Increments. Charges for water shall be computed on the nearest 1,000 gallons of consumption.

(d) "City rates" are those which shall be charged to all properties connected to the water system which are located within the city limits of Marysville.

(e) "CWSP rates" are those which shall be charged to all properties connected to the water system which are located outside the city limits of Marysville but are within the coordinated water system planning boundary.

(f) "OCWSP rates" are those which shall be charged to all properties connected to the water system which are located outside the city's coordinated water system planning boundary.

(g) "Multiple residential units" shall be defined as attached dwelling units which share a common water meter, including duplexes, townhouses, apartments and condominiums, and shall be defined as including mobile home parks.

(h) "Single-family residential units" shall refer exclusively to detached single-family dwelling units.

(2) Bi Monthly Minimum Water Rates. Minimum charges for each billing period, and consumption allowances for such minimums are established as follows (**effective January 1, 2013**):

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
Tier = factor *base rate				
Multiple Residential Units (Per Unit)	N/A	\$ 20.94	\$ 31.42	\$ 41.88
5/8"	1.0	\$ 20.94	\$ 31.42	\$ 41.88
3/4"	1.5	\$ 31.42	\$ 47.11	\$ 62.81
1"	2.5	\$ 52.36	\$ 78.52	\$ 104.69
1-1/2"	5.0	\$ 104.69	\$ 157.04	\$ 209.38
2"	8.0	\$ 167.50	\$ 251.26	\$ 335.00
3"	16.0	\$ 335.00	\$ 502.50	\$ 670.01
4"	25.0	\$ 523.45	\$ 785.18	\$ 1,046.89
6"	50.0	\$ 1,046.89	\$ 1,570.32	\$ 2,093.76
8"	80.0	\$ 1,675.01	\$ 2,512.52	\$ 3,350.03
10"	115.0	\$ 2,407.83	\$ 3,611.75	\$ 4,815.66
12"	200.0	\$ 4,187.53	\$ 6,281.29	\$ 8,375.06

Residential & Multi-Family	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$ 1.13	\$ 1.69	\$ 2.25
7 to 20	\$ 3.94	\$ 5.92	\$ 7.89
21 to 30	\$ 4.50	\$ 6.75	\$ 9.02
31 and higher	\$ 5.07	\$ 7.60	\$ 10.14

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$ 1.13	\$ 1.69	\$ 2.25
7 and higher	\$ 2.82	\$ 4.23	\$ 5.63

ORDINANCE - 3

increase.ord 2013 water-sewer storm

- (a) Private hydrants, each: \$40.41 per year;
- (b) Wet standpipe systems: \$40.41 per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:

1. Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

Size of Line	Bimonthly Charge
2-inch	\$43.95
3-inch	\$54.10
4-inch	\$66.46
6-inch	\$83.36
8-inch	\$109.31
10-inch	\$137.46
12-inch	\$158.77

2. As of 1/1/2010 automatic sprinkler systems without a separate meter and where the line is under 2 inches, will become part of the minimum water rate as a result of the rate restructuring.

(6) Reduced Utility Charges in Special Cases. Upon application by a utility customer, the Chief Administrative Officer or designee shall have the discretion to make reasonable and equitable reduction in utility accounts, on a case-by-case basis, in the following circumstances:

(a) If a private water line, valve, fixture, or other appurtenance is verified to be leaking as a result of accidental damage or natural deterioration of the same, and not as a result of abuse or willful neglect, the water bill for the subject property during the period of the leak may be reasonably and equitably reduced; provided, that a customer shall be required to pay the base rate plus at least 50 percent of the applicable overage rate for all water which was lost by reason of the leak. The sewer bill for the subject property during the period of the leak may also be reasonably and equitably reduced to an amount not less than the bill charged for the corresponding period the previous year.

(9) Calculation of Water Bill for School Facilities. The city rate for water as set forth in subsection (2) of this section shall apply to all school facilities, whether such facilities are within the city limits or not. (Ord. 2181 §§ 1, 2, 1998; Ord. 2130 § 1, 1997; Ord. 2117 §§ 1, 2, 1997; Ord. 2109 § 1, 1996; Ord. 1840 § 1, 1991; Ord. 1809 § 1, 1990; Ord. 1789, 1990; Ord. 1434, 1985).

(10) Rate Relief. Low-income senior citizens and low-income disabled persons may be eligible for water and/or sewer rate relief pursuant to Chapter 3.63 MMC.

Section 2. Section 14.07.070 of the Marysville Municipal Code is hereby amended to read as follows:

ORDINANCE - 4

increase.ord 2013 water-sewer storm

14.07.070 Sewer rates.

(1) Definitions.

(a) The normal “billing period” shall be a two-month cycle and shall be that period falling between two consecutive water meter read dates. Charges for periods of less than two months shall be prorated; provided, however, the city may, at its discretion, elect to use a monthly billing period for selected accounts. If a monthly billing period is used, the rate shall be one-half that set forth in the bimonthly rate schedule.

(b) “City rates” are those which shall be charged to all properties connected to the sewer system which are located within the city limits of Marysville.

(c) “UGA rates” are those which shall be charged to all properties connected to the sewer system which are located outside of the city limits of Marysville but are within the urban growth area of the city of Marysville or that portion of the city of Arlington urban growth area which Marysville has agreed by interlocal agreement to provide service.

(d) “OUGA rates” are those which shall be charged to all properties connected to the sewer system which are located outside the Marysville city limits and outside area where “UGA rates” apply.

(e) “Single-family residences” shall refer exclusively to detached single-family dwelling units.

(f) “Multiple residential units” shall be defined as attached dwelling units which share a common water meter, including duplexes, townhouses, apartments, and condominiums, and shall be defined as including mobile home parks.

(g) “Commercial/industrial” refers to all nonresidential land uses which are not specifically itemized or defined as being included within other classifications.

(h) “Satellite system rate” refers to that rate charged to the city by Lake Stevens Sewer District for the “overlap” area as described in the interlocal agreement between the parties dated April 22, 1999, plus an administrative overhead cost of 15 percent.

(2) Calculation of Commercial/Industrial Sewer Rates. Commercial/industrial sewer rates shall be based upon the quantity of water consumed or used on the premises during the billing period, as determined by the water meter reading and the strength of the discharge as measured by total suspended solids (TSS) and biochemical oxygen demand (BOD); provided, that a property owner may, at his own expense, arrange the plumbing on commercial premises so as to separate water which will be discharged into the sewer system from water which will not be so discharged, and a separate meter shall be installed to measure the amount of actual sewage discharged. In such a case the sewer rate shall be based only on the actual sewer use. The installation of such plumbing and meters must be inspected and approved by the city utility department.

Where a commercial property is connected to sewer service but not to water service, the city council shall determine the sewer rate to be charged on a case-by-case basis, using an estimated figure for water consumption.

(3) Sewer Rates. Bi Monthly Sewer rates are established as follows (**effective January 1, 2013**):

ORDINANCE - 5

increase.ord 2013 water-sewer storm

ORDINANCE - 6

increase.ord 2013 water-sewer storm

Classification	City Rate	Rural Rate	Outside UGA Rate
Single-family residential	\$ 78.05	\$ 117.09	\$ 156.12
Multiple residential units per unit	\$ 74.23	\$ 111.33	\$ 148.45
Hotels/Motels per unit	\$ 54.68	\$ 82.02	\$ 109.35
Commercial Minimum	\$ 78.05	\$ 117.09	\$ 156.12
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$ 1.64	\$ 2.46	\$ 3.27
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$ 2.25	\$ 3.38	\$ 4.50
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$ 2.88	\$ 4.32	\$ 5.76
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$ 3.50	\$ 5.24	\$ 7.00
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$ 4.12	\$ 6.17	\$ 8.23
Class 6 (501 to 600 mg/l) per 1,000 gallons	\$ 5.98	\$ 8.98	\$ 11.95
Overnight camping			
Individual connections per unit	\$ 54.68	\$ 82.02	\$ 109.35
Other connections each	\$ 74.23	\$ 111.33	\$ 148.44
Schools			
Minimum	\$ 78.05		
Per 1,000 Gallons	\$ 4.44		
Restaurants w/o grease trap surcharge	\$ 3.74		

ORDINANCE - 7

increase.ord 2013 water-sewer storm

(4) Calculation of Sewer Rates for Mobile Home Parks. The total sewer bill for mobile home parks shall be calculated by applying the rate schedule above to the total number of pads or mobile home sites on the premises which are in a condition ready for occupancy, regardless of whether the same are occupied during the billing period; provided, that for the first 24 months after a mobile home park, or a new addition thereto, is opened and connected to city utilities, the sewer bill shall be calculated by applying the rates only to such pads or mobile home sites as are actually occupied by mobile homes during each billing period; provided, however, for mobile home parks whose utility meter with the city was first activated less than three years preceding June 9, 1997, the effective date of Ordinance 2130, and for which billing on all pads or mobile home sites has occurred for less than two years preceding June 9, 1997, such mobile home parks shall be granted an additional 12 months from June 9, 1997, to pay only for such pads or mobile home sites which are actually occupied during each billing period; provided further, that all fees, charges and rates paid by such mobile home parks to the city under prior provisions of this section and MMC 14.07.060, as such sections originally read or as subsequently amended, shall be nonrefundable notwithstanding the provisions of this subsection.

(5) Restaurants, for the purpose of sewer rates, shall be classified as Class 3 strength as described in subsection (3) of this section. Restaurants without approved grease traps, including those restaurants where a variance has been granted eliminating the necessity of a grease trap, shall be surcharged effective January 1, 2013 \$3.74 per 1,000 gallons and effective January 1, 2014 \$3.81 per 1,000 gallons.

(6) Satellite System Rate. Notwithstanding any other rate established by this section, for that area defined as the satellite system area, the city shall charge the same rate as charged by Lake Stevens Sewer District plus an administrative fee of 15 percent. This rate shall be in effect for such properties until such time as the city's sewer collection system is constructed and sewer flows are diverted from the Lake Stevens Sewer District system to the city's sewer collection system.

(7) Calculation for Sewer Rates for Schools. Schools sewer rates shall be based upon the quantity of water consumed or used on the premises during the billing period, as determined by the water meter reading; provided; if the water service is supplied to a school by other than the City of Marysville water system, the school district shall notify the City billing department of the total consumption as billed by other such water purveyor. The city rate for sewer as set forth in subsection (3) of this section shall apply to all school facilities, whether such facilities are within the city limits or not and whether public or privately operated. (Ord. 2284 § 1, 1999; Ord. 2130 § 2, 1997; Ord. 2117 § 3, 1997; Ord. 2109 § 2, 1996; Ord. 1840 § 2, 1991; Ord. 1809 § 2, 1990; Ord. 1798, 1990; Ord. 1434, 1985).

(8)Rate relief.

Low-income senior citizens and low-income disabled persons may be eligible for water and/or sewer rate relief pursuant to MMC 3.63.

Section 3. Section 14.19.050 of the Marysville Municipal Code is hereby amended to read as follows:

ORDINANCE - 8

increase.ord 2013 water-sewer storm

14.19.050 Surface water utility rates.

Surface water utility rates shall be based on a commonly accepted rate unit for surface water utilities, the equivalent residential unit (ERU). The ERU is used to relate a base rate fee charged to a single-family residential parcel to that which is charged to a nonresidential parcel. The ERU is determined by using the current best available method, which may include analyzing digital photographs, utilizing satellite imagery, performing field checks for verification purposes of a representative sample of single-family residences within the city limits and/or utilizing civil design and construction plans or record drawings. Using this methodology, the director shall determine the amount of impervious area on each nonresidential parcel. The city's standard ERU amount is 3,200 square feet of impervious surface area. The specific ERU calculation for each parcel will be rounded to the nearest one hundredth, will be established for each such parcel as the impervious surface information becomes available for such parcel, and will be calculated in accordance with the following table:

Effective January 1, 2013

<u>Customer Class</u>	Rate Calculation	2013 Monthly Rate
	(1 ERU = 3,200 sq ft)	
Residential	1 ERU	\$10.61
Nonresidential	(sq ft of impervious surface (1	\$10.61
Connection Charge	1 ERU	\$96.90

Section 3. Effective Date. This Ordinance and the rate schedules provided herein shall be effective January 1, 2013.

PASSED by the City Council and APPROVED by the Mayor this 10th day of December, 2012.

CITY OF MARYSVILLE

By 
JON MEHRING, Mayor

ORDINANCE - 9

increase.ord 2013 water-sewer storm

ATTEST:

By Ann O'Brien

City Clerk
Deputy

Approved as to form:

By Grant K. Weed

GRANT K. WEED, City Attorney

Date of Publication: 12/19/12

ORDINANCE - 10

increase.ord 2013 water-sewer storm

2013 Residential Monthly Utility Rate Comparison Snohomish County Cities

*Comparison is based on a single family residence using **600 Cubic Feet** of water per month.

*Garbage & Recycle are based on weekly pick-up of 32-35 gallon can supplied by customer

<u>City</u>	<u>Base Water Rate</u>	<u>Excess Consumption</u>	<u>Sewer</u>	<u>Garbage</u>	<u>Recycle</u>	<u>Stormwater</u>	<u>Total Bill Before Taxes</u>	<u>Total Bill + Taxes</u>	Consump. Inc in Base	Excess Charge Rate /100 CF
Sultan	\$34.77	\$0.00	\$74.47	\$21.28	\$8.85	\$9.25	\$148.62	\$157.22	600 CF	\$3.15
Snohomish	\$21.46	\$15.84	\$85.83	\$14.80	\$6.64	\$11.72	\$156.29	\$164.17	200 CF	\$3.96
Monroe	\$21.11	\$5.06	\$72.72	\$14.46	\$4.41	\$10.50	\$128.26	\$131.40	400 CF	\$2.53
Marysville	\$10.47	\$11.40	\$39.03	\$24.61	Included	\$10.61	\$96.12	\$97.01	0	\$1.90 **
Lake Stevens	\$19.87	\$18.30	\$75.00	\$17.01	Included	\$8.67	\$138.85	\$139.46	0	\$3.05
Granite Falls	\$26.50	\$2.67	\$55.00	\$18.87	Included	\$9.00	\$112.04	\$112.72	500 CF	\$2.67
Arlington	\$32.15	\$8.82	\$70.15	\$17.01	Included	\$6.89	\$135.02	\$135.63	300 CF	\$2.94
Stanwood	\$21.05	\$0.00	\$35.89	\$21.50	Included	\$12.25	\$90.69	\$96.60	600 CF	\$2.76
Stanwood metered sewer excess charge									100 CF =	\$5.01

Tax Rates/Notes:

Sultan	6% utility tax on water, sewer, garbage.	3.6% state refuse tax on garbage.
Snohomish*	5.33% utility tax on *water, *sewer, garbage. (metered sewer) <i>*rates calced at 2 units monthly included in base fee (billed as 4 units bi-monthly)</i>	3.6% state refuse tax on garbage.
Monroe	10% utility tax on water.	3.6% state refuse tax on garbage.
Marysville	No utility tax. **Tier 1 & 2 consumption rate combined based on 1600 cf bi-monthly / 2	3.6% state refuse tax on garbage.
Lake Stevens	No utility tax.	3.6% state refuse tax on garbage.
Granite Falls	25% utility tax on water and sewer + \$2 surcharge on water(included in base fees)	3.6% state refuse tax on garbage.
Arlington	5% utility tax on water and sewer (included in base fees)	3.6% state refuse tax on garbage.
Stanwood	10.7% utility tax on water, 6% on sewer, 6% on drainage (metered sewer) <i>*600 CF of metered sewer included in base fee (billed as 1200 cf bi-monthly)</i>	3.6% state refuse tax on garbage.

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Index #31

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/9/2013

AGENDA ITEM: AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2013 BUDGET AND PROVIDING FOR THE INCREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR IN ORDINANCE NO. 2911	
PREPARED BY: Sandy Langdon, Finance Director DEPARTMENT: Finance	DIRECTOR APPROVAL:
ATTACHMENTS: Draft Amending Ordinance	
BUDGET CODE: Various	AMOUNT: \$4,914,700.00

SUMMARY:

Since the adoption of the 2013 Budget there has been several activities that have occurred to warrant amending the budget. RCW 35.33.07 requires the adoption of a balanced budget which also sets the expenditure authority for the city by the City Council. City Council adopts the expenditure authority at the Fund level. From time to time there may be activities that during the budget planning were unable to forecast. This budget amendment addresses the following activities:

The Community Development Block Grant (CDBG) Fund had higher payout to subrecipients than originally estimated and therefore requires an adjustment of \$6,000. The subrecipients moved quicker on their project than staff was able to predict.

The Local Improvement District (LID) No. 71 had additional close out costs in the amount of \$225,000

Utility Fund additional budget authority is to provide for the payment and associated cost of the PUD water purchase in the amount of \$4,685,000.

Facilities Maintenance Fund additional budget authority is to accommodate the expense \$4,700 for overtime associated with projects.

RECOMMENDED ACTION: Staff recommends the Council consider approval of the recommended ordinance amending the 2013 budget and providing for the increase in certain expenditure items as budgeted for in Ordinance 2911.
--

DRAFT

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2013 BUDGET AND PROVIDING FOR THE INCREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR IN ORDINANCE NO. 2911.

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

Section 1. Since the adoption of the 2013 budget by the City Council on November 13, 2012, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures. The following funds as referenced in Ordinance No. 2911 are hereby amended to read as follows

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
CDBG	109	Beginning Fund Balance	9,435	9,435	-
CDBG	109	Revenue	318,000	324,000	6,000
CDBG	109	Expenditures	318,000	324,000	6,000
CDBG	109	Ending Fund Balance	9,435	9,435	-
LID 71	371	Beginning Fund Balance	700,000	700,000	-
LID 71	371	Revenue	300,000	525,000	225,000
LID 71	371	Expenditures	1,000,000	1,225,000	225,000
LID 71	371	Ending Fund Balance	-	-	-
Utilities	401	Beginning Fund Balance	11,514,006	11,514,006	-
Utilities	401	Revenue	20,375,845	20,375,845	-
Utilities	401	Expenditures	22,685,470	27,370,470	4,685,000
Utilities	401	Ending Fund Balance	9,204,381	4,519,381	(4,685,000)
Facilities	502	Beginning Fund Balance	8,923	8,923	-
Facilities	502	Revenue	238,379	243,079	4,700
Facilities	502	Expenditures	237,455	242,155	4,700
Facilities	502	Ending Fund Balance	9,847	9,847	-

The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. Except as provided herein, all other provisions of Ordinance No. 2911 shall remain in full force and effect, unchanged.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2013.

CITY OF MARYSVILLE

By _____ MAYOR

ATTEST:

By _____ CITY CLERK

Approved as to form:

By _____ CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A – 2013
Amendment Account Detail

Description	Beg Fund Balance/ Revenue Adj	Appropriation Adjustment	Ending Fund Balance Adjustment
CDBG - Fund 109			
Payouts to subrecipients higher than original estimated	6,000	6,000	-
			-
			-
			-
Total CDBG	6,000	6,000	-
LID 71 Construction - Fund 371			
Final project close out costs	225,000	225,000	-
			-
Total LID 71 Construction	225,000	225,000	-
Utilities - Fund 401			
PUD Purchase	-	4,685,000	(4,685,000)
			-
			-
Total Utilities	-	4,685,000	(4,685,000)
Facilities - Fund 502			
Overtime	4,700	4,700	-
			-
			-
Total Facilities	4,700	4,700	-
Facilities - Fund 502			
GRAND TOTAL	229,700	4,914,700	(4,685,000)