

Marysville City Council Meeting

February 26, 2018

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

A. Strawberry Festival Royalty Candidates

Audience Participation

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

14. Approval of the February 5, 2018 City Council Work Session Minutes.

15. Approval of the February 12, 2018 City Council Meeting Minutes.

Consent

1. Approval of the February 7, 2018 Claims in the Amount of \$1,404,646.72 Paid by EFT Transactions and Check Numbers 122239 through 122576 with Check Number 121669 Voided.

2. Approval of the February 14, 2018 Claims in the Amount of \$555,359.76 Paid by EFT Transactions and Check Numbers 122577 through 122734 with Check Number 108955 Voided.

3. Approval of the February 20, 2018 Payroll in the Amount of \$1,085,903.29 Paid by EFT Transactions and Check Numbers 31372 through 31395.

16. Approval of the February 21, 2018 Claims in the Amount of \$1,230,804.19 Paid by EFT Transactions and Check Numbers 122735 through 122922 with Check Number 117510 Voided.

Review Bids

Public Hearings

Marysville City Council Meeting

February 26, 2018

7:00 p.m.

City Hall

4. Consider Approving the Program Year 2018 Annual Action Plan, as Recommended by the Citizen Advisory Committee, provide a summary of, and response to any comments received during the public hearing or remaining public comment period, into the Program Year 2018 Annual Action Plan, and direct staff to forward Program Year 2018 Annual Action Plan to the U.S. Department of Housing and Urban Development.

New Business

5. Consider Approving an **Ordinance** to Continue to Impose 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 2018 Relating to Annexations.

6. Consider Approving a **Resolution** Relating to Public Records; Adopting Public Record Act Rules; Issuing a Formal Order that Maintaining an Index Would be Unduly Burdensome, Ordering Publication of the Resolution and the Public Records Act Rules and Appointing the City Clerk as the Public Records Officer.

7. Consider Approving the Interlocal Cooperative Agreement with Whatcom County for Jail Prisoner Transports.

8. Consider Approving a Professional Services Agreement with Gardner Bay Consulting, LLC for Consulting Services for the Sale and Lease of City-Owned Properties along the Ebey Slough Waterfront, East and West of State Avenue.

9. Consider Approving a **Resolution** Declaring Items of Personal Property to be Surplus and to Authorize the Sale or Disposal Thereof.

10. Consider Approving a **Resolution** Declaring the Four Identified Vehicles Surplus and to Authorize the Donation thereof to Washington State Criminal Justice Training Commission.

11. Consider Authorizing One of the Deputy Clerk Positions to be Changed to a Financial Analyst.

12. Consider Authorizing the Professional Services Agreement for the 83rd Ave NE and Soper Hill Road Intersection Improvements Project with KPFF Consulting Engineers in the Amount of \$176,174.00.

13. Consider Authorizing the Basic Terms and Conditions and Business Associate Agreement with Snohomish County for Human Services Grant.

17. Consider Authorizing the Interlocal Agreement with Snohomish County for the Human Services Grant to Use towards the First Responders Flex Fund.

Marysville City Council Meeting**February 26, 2018****7:00 p.m.****City Hall****Legal****Mayor's Business**

18. Consider Approval of the Civil Service Commission Reappointment: Brad Thompson

Staff Business**Call on Councilmembers****Adjournment/Recess****Executive Session**

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

Reconvene**Adjournment**

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

Index #14

COUNCIL*DRAFT*
MINUTES

Work Session
February 5, 2018

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.

Roll Call

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

Mayor: Jon Nehring

Council: Mark James, Tom King, Steve Muller, Kamille Norton (President), Michael Stevens, Rob Toyer, and Jeff Vaughan

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, Asst. Chief Goldman, Community/Media Relations Officer Connie Mennie, and Recording Secretary Laurie Hugdahl.

Motion made by Councilmember Toyer, seconded by Councilmember Norton, to approve the agenda. **Motion** passed unanimously (7-0).

Committee Reports

None

Presentations

Consent

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1. Approval of the December 30, 2017 Claims in the Amount of \$257,105.57 Paid by EFT Transactions and Check Numbers 122071 through 122111 with No Check Numbers Voided.
2. Approval of the January 17, 2018 Claims in the Amount of \$1,565,702.68 Paid by EFT Transactions and Check Numbers 122027 through 122070 with No Check Numbers Voided.
3. Approval of the January 19, 2018 Payroll in the Amount of \$1,045,181.60 Paid by EFT Transactions and Check Numbers 31319 through 31344.
4. Approval of the January 24, 2018 Claims in the Amount of \$361,251.91 Paid by EFT Transactions and Check Numbers 122112 through 122210 with No Check Numbers Voided.
5. Approval of the January 31, 2018 Claims in the Amount of \$580,088.79 Paid by EFT Transactions and Check Numbers 122211 through 122338 with No Check Numbers Voided.

Review Bids**Public Hearings****New Business**

6. Consider Supplemental Agreement No. 1, a No-Cost Time Extension, to the Professional Service Agreement with Stantec, Inc. for Carroll's Creek Emergency Generator.

Director Nielsen explained that items 6 and 7 are both no-cost time extension for generators. They are taking longer than expected to arrive and get installed.

7. Consider Supplemental Agreement No. 1, a No-Cost Time Extension, to the Professional Service Agreement with Stantec, Inc. for Cedarcrest Pump Station Generator.

See above.

8. Consider the Purchase of the FARO Laser Scanner and Accessories.

Asst. Chief Goldman explained that this was previously brought before the Council. It is a 3D mapping system to map crime scenes including collision sites.

Councilmember Toyer asked if this was part of the budget amendment. CAO Hirashima affirmed it was part of the amendment.

9. Consider the Implementation of the Draft Commemorative Naming Policy as Recommended by the Parks, Culture, and Recreation Advisory Board.

Director Ballew reviewed the proposed naming policy as recommended by the Parks, Culture, and Recreation Advisory Board.

Councilmember Norton asked if the Board or the Council would have final approval. Director Ballew stated that the Board would make a recommendation, but the Council would have final approval of everything.

Councilmember Muller asked about the reason for the commemorative death requirement. Director Ballew explained it is generally discouraged to name something commemoratively for someone who is still living. He stressed that Council can change the policy if they want to, but there is some flexibility within the policy.

Councilmember Vaughan asked about the role of policy versus the role of Council. Director Ballew explained that the Board's recommendation is that the Council makes the final decisions. The policy would be in place to guide naming. City Attorney Walker explained that policies are often handled administratively within departments but this is more citywide and is appropriate to come to the Council. His recommendation is that it not be handled within the code.

10. Consider the 83rd Avenue Water Main Project with Reece Construction Company, Starting the 45-day Lien Filing Period for Project Closeout.

Director Nielsen explained that this project was just completed with Reece Construction. The project came in under the original contract amount by 3.87%.

11. Consider the Supplemental Agreement No. 1 to the Professional Service Agreement with HDR Engineering, Inc., Increasing the Contract for State Avenue Corridor Widening Project.

Director Nielsen explained that this is for the 100th to 116th Street project. They are asking for an increase in order to save some money with the design of a bridge instead of a culvert. It also will have additional services for a NEPA process in order to receive federal funds.

12. Consider an Ordinance Affirming the Planning Commission's Recommendation Adopting Amendments to the Marysville Municipal Code Sections 22A.020.200, 22C010.060 and 22C.020.060, prohibiting the Siting of Supervised Drug Consumption Facilities.

Director Koenig referred to Council's previous passage of Ordinance No. 3071 which put a six-month moratorium on the siting of supervised drug consumption facilities. The six months is up on May 27 of this year. The Planning Commission is recommending the addition of supervised drug consumption facilities to the use matrix, but not allowing

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it as a use and also giving it a definition for clarification. This would implement Council's desires as indicated by Ordinance No. 3071.

13. Consider an Ordinance Affirming the Planning Commission's Recommendation Adopting Amendments to the Marysville Municipal Code Sections 22C.020.060 and 22C.020.070, Permitting Miscellaneous Light Manufacturing Uses within the General Commercial Zone.

Director Koenig reviewed the proposed amendments to the MMC permitting miscellaneous Light Manufacturing uses within the General Commercial zone with certain conditions.

14. Consider an Ordinance Amending Marysville Municipal Code Chapter 3.51 Petty Cash.

Finance Director Langdon explained that the Police Department and the golf course don't need all their petty cash so the code needs to be revised.

15. Consider Authorizing the Increase in Hours for the Information Services Computer Technician from .75 FTE to full FTE.

IT Manager Worth Norton explained this would allow the City to get a better quality candidate to fill the position.

Legal

Mayor's Business

Mayor Nehring had the following comments:

- The MIC criteria were approved by the Growth Management Policy Board last week. This was great news. It will now go to the Executive Board at Puget Sound Regional Council. Thanks to staff for leading this effort, especially Dave Koenig and Gloria Hirashima.
- RFA Committee resumes meeting this Wednesday at 5:00 p.m.
- The AWC Conference went very well.
- He was invited by County Executive Somers to be on his Aerospace Task Force which will strive to not only keep the next plane in Washington, but also to see the bulk of the work done in Everett on Tuesday morning at the Opera House. There will also be recognition for annual service awards.
- On February 22 at 6:30 p.m. there will be an evening State of the City at the Opera House.

Staff Business

Sandy Langdon had no further comments

Asst. Chief Goldman had no comments.

Chief McFalls had no comments.

Dave Koenig had no comments.

Kevin Nielsen reported that 152nd is closed due to localized flooding out by 67th.

Connie Mennie distributed copies of a proposed 4th of July survey which will be sent out through the end of February.

Jim Ballew had no comments.

Jon Walker announced one Executive Session item regarding the acquisition of real estate with action expected and one Closed Session item regarding collective bargaining. Both items were expected to take a total of 15 minutes.

Gloria Hirashima had no comments.

Call on Councilmembers

Jeff Vaughan had no comments.

Rob Toyer had no comments.

Mark James had no comments.

Tom King commented that Saturday night was the first of two Father-Daughter dances.

Michael Stevens enjoyed the Father-Daughter dance.

Steve Muller had no comments.

Kamille Norton asked if there had been a response to the letter sent to the two gentlemen regarding the marijuana industry. Mayor Nehring replied there had not.

Adjournment

Council recessed at 7:36 p.m. for nine minutes before reconvening in Executive Session to address one item related to the acquisition of real estate with action expected and one item regarding collective bargaining for Closed Session. Both items were expected to take a total of 15 minutes.

Reconvenement

Council reconvened in Executive Session at 7:45 p.m.

*DRAFT***Executive Session**

- A. Litigation
- B. Personnel
- C. Real Estate – one item

Executive Session ended and public meeting reconvened at 8:00 p.m.

Motion made by Councilmember Muller, seconded by Councilmember Toyer to authorize the Mayor to sign purchase and sale contract with Winn Investments, LLC., for the property commonly known as 1404 5th Street for \$645,000. **Motion** passed unanimously (7-0).

Motion made by Councilmember Muller, seconded by Councilmember Toyer to authorize the Mayor to use eminent domain to acquire the Winn property 1404 5th Street, if necessary. **Motion** passed unanimously (7-0).

Closed Session

Collective Bargaining Discussion

Adjournment

The meeting was adjourned at 8:00 p.m.

Approved this _____ day of _____, 2018.

Mayor
Jon Nehring

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Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Officer Swearing-in – David Adams	Held
Parks, Culture, and Recreation Advisory Board Appointment: Sharon Kanehen	Presented/Approved
Public Works Reorganization Update	Presented
Audience Participation	
Approval of Minutes	
Approval of the January 22, 2018 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the December 30, 2017 Claims in the Amount of \$257,105.57 Paid by EFT Transactions and Check Numbers 122071 through 122111 with No Check Numbers Voided	Approved
Approval of the January 17, 2018 Claims in the Amount of \$1,565,702.68 Paid by EFT Transactions and Check Numbers 122027 through 122070 with No Check Numbers Voided.	Approved
Approval of the January 19, 2018 Payroll in the Amount of \$1,045,181.60 Paid by EFT Transactions and Check Numbers 31319 through 31344.	Approved
Approval of the January 24, 2018 Claims in the Amount of \$361,251.91 Paid by EFT Transactions and Check Numbers 122112 through 122210 with No Check Numbers Voided.	Approved
Approval of the January 31, 2018 Claims in the Amount of \$580,088.79 Paid by EFT Transactions and Check Numbers 122211 through 122338 with No Check Numbers Voided.	Approved
Consider Approving a Supplemental Agreement No. 1, a No-Cost Time Extension, to the Professional Service Agreement with Stantec, Inc. for Carroll's Creek Emergency Generator	Approved
Consider Approving a Supplemental Agreement No. 1, a No-Cost Time Extension, to the Professional Service Agreement with Stantec, Inc. for Cedarcrest Pump Station Generator.	Approved
Consider Approving the Purchase of the FARO Laser Scanner and Accessories.	Approved
Consider Approving the 83rd Avenue Water Main Project with Reece Construction Company, Starting the 45-day Lien Filing Period for Project Closeout.	Approved
Consider Approving the Supplemental Agreement No. 1 to the Professional Service Agreement with HDR Engineering, Inc., Increasing the Contract for State Avenue Corridor Widening Project.	Approved
Consider Approving the Increase in Hours for the Information Services Computer Technician from .75 FTE to full FTE.	Approved
Approval of the February 5, 2018 Payroll in the Amount of \$1,855,432.21, Paid by EFT Transactions and Check Numbers 31345 through 31371.	Approved
Review Bids	

Public Hearings	
New Business	
Consider Approving an Ordinance Amending the Marysville Municipal Code Addressing Naming Parks and Park Property.	Approved Ord. No. 3084
Consider Approving a Resolution Adopting the Commemorative Naming Policy as Recommended by the Parks, Culture, and Recreation Advisory Board.	Approved Resolution No. 2434
Consider Approving an Ordinance Affirming the Planning Commission's Recommendation Adopting Amendments to the Marysville Municipal Code Sections 22A.020.200, 22C010.060 and 22C.020.060, prohibiting the Siting of Supervised Drug Consumption Facilities.	Approved Ord. No. 3085
Consider Approving an Ordinance Affirming the Planning Commission's Recommendation Adopting Amendments to the Marysville Municipal Code Sections 22C.020.060 and 22C.020.070, Permitting Miscellaneous Light Manufacturing Uses within the General Commercial Zone.	Approved Ord. No. 3086
Consider Approving an Ordinance Amending Marysville Municipal Code Chapter 3.51 Petty Cash.	Approved Ord. No. 3087
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	7:45 p.m.
Reconvenement	7:55 p.m.
Executive Session	
Personnel – one item with no action	No Action
Real Estate – Action taken on one item	Approved
Adjournment	8:25 p.m.

COUNCIL*DRAFT*
MINUTES

Regular Meeting
February 12, 2018

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. Kim Reynolds of Hillside Church 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: Mark James, Tom King, Steve Muller, Kamille Norton (President), Michael Stevens, Rob Toyer, and Jeff Vaughan

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Community Development Director Dave Koenig, Fire Chief Martin McFalls, Asst. Parks Director Tara Mizell, Asst. Public Works Director Kari Chennault, and Recording Secretary Laurie Hugdahl.

Motion made by Councilmember Toyer, seconded by Councilmember Muller, to approve the agenda. **Motion** passed unanimously (7-0).

Committee Reports

Councilmember King reported on the Snohomish County Fire Commissioners Annual Banquet and Meeting where they presented an award to Donna Wright for her 19 years of service. He also attended the Community Development Block Grant Committee meeting where they did a final review of recipients. It is now open for a 30-day public review and comment period.

Councilmember Muller reported on the Public Works Committee Meeting where they discussed:

- A review of 2017.
- Perfecting the well at top of 528 which will add 2,000 gallons per hour per day and will be important for becoming self-sufficient for water.
- There was also discussion regarding the commercial recycling program.

Councilmember Stevens reported on the Economic Development Committee meeting on February 2 where the following items were addressed:

- There was a detailed presentation from Director Koenig regarding 2017 permits and development in the City.
- Staff discussed the waterfront park consultant interview process.
- City facility RFQ is coming out for the Public Safety and City Hall consolidation project.
- There was discussion about partnerships with the Marysville-Tulalip Chamber of Commerce to host events at the Opera House during lunch hour.

Presentations

A. Officer Swearing-in

Chief Smith introduced and Mayor Nehring administered the Oath of Office for Officer David Adams.

B. Parks, Culture, and Recreation Advisory Board Appointment: Sharon Kanehen

Motion made by Councilmember King, seconded by Councilmember Norton, to approve the appointment of Sharon Kanehen to the Parks, Culture, and Recreation Advisory Board. **Motion** passed unanimously (7-0).

C. Public Works Reorganization Update

Asst. Public Works Director Kari Chennault thanked the Council for approving the budget amendment which allowed for reorganization in the Public Works Department. She gave an update on how that process is going and introduced employees who have filled the new positions.

Audience Participation

Robert Pearce, 5417 - 80th Avenue NE, Marysville, WA 98270 spoke in opposition to any supervised drug consumption sites/facilities within the City. He distributed a two-page letter expressing his opinions.

Debbie Human, Teamsters Business Agent for the City of Marysville Employees, read a statement on behalf of the Teamsters urging the City to return to the negotiations table to negotiate an acceptable agreement.

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

16. Approval of the January 22, 2018 City Council Meeting Minutes.

Motion made by Councilmember Stevens, seconded by Councilmember King, to approve the January 22, 2018 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

Consent

1. Approval of the December 30, 2017 Claims in the Amount of \$257,105.57 Paid by EFT Transactions and Check Numbers 122071 through 122111 with No Check Numbers Voided.
2. Approval of the January 17, 2018 Claims in the Amount of \$1,565,702.68 Paid by EFT Transactions and Check Numbers 122027 through 122070 with No Check Numbers Voided.
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6. Consider Approving a Supplemental Agreement No. 1, a No-Cost Time Extension, to the Professional Service Agreement with Stantec, Inc. for Carroll's Creek Emergency Generator.
7. Consider Approving a Supplemental Agreement No. 1, a No-Cost Time Extension, to the Professional Service Agreement with Stantec, Inc. for Cedarcrest Pump Station Generator.
8. Consider Approving the Purchase of the FARO Laser Scanner and Accessories.
10. Consider Approving the 83rd Avenue Water Main Project with Reece Construction Company, Starting the 45-day Lien Filing Period for Project Closeout.
11. Consider Approving the Supplemental Agreement No. 1 to the Professional Service Agreement with HDR Engineering, Inc., Increasing the Contract for State Avenue Corridor Widening Project.

15. Consider Approving the Increase in Hours for the Information Services Computer Technician from .75 FTE to full FTE.
17. Approval of the February 5, 2018 Payroll in the Amount of \$1,855,432.21, Paid by EFT Transactions and Check Numbers 31345 through 31371.

Motion made by Councilmember Norton, seconded by Councilmember Toyer, to approve Consent Agenda items 1-8, 10, 11, 15 and 17. **Motion** passed unanimously (7-0).

Review Bids

Public Hearings

New Business

18. Consider Approving an Ordinance Amending the Marysville Municipal Code Addressing Naming Parks and Park Property.

City Attorney Walker stated that items 18 and 9 are both related to the park renaming policy. He reviewed the proposed Ordinance (item 18) and Resolution (item 9).

Motion made by Councilmember Muller, seconded by Councilmember King, to adopt Ordinance No. 3084. **Motion** passed unanimously (7-0).

9. Consider Approving a Resolution Adopting the Commemorative Naming Policy as Recommended by the Parks, Culture, and Recreation Advisory Board.

Motion made by Councilmember Stevens, seconded by Councilmember Toyer, to approve Resolution No. 2434. **Motion** passed unanimously (7-0).

12. Consider Approving an Ordinance Affirming the Planning Commission's Recommendation Adopting Amendments to the Marysville Municipal Code Sections 22A.020.200, 22C010.060 and 22C.020.060, prohibiting the Siting of Supervised Drug Consumption Facilities.

Director Koenig reviewed the recommendation which would define supervised drug consumption facilities, add them to the use matrix and not allow them in the code.

Motion made by Councilmember Toyer, seconded by Councilmember Stevens, to adopt Ordinance No. 3085. **Motion** passed unanimously (7-0).

13. Consider Approving an Ordinance Affirming the Planning Commission's Recommendation Adopting Amendments to the Marysville Municipal Code Sections 22C.020.060 and 22C.020.070, Permitting Miscellaneous Light Manufacturing Uses within the General Commercial Zone.

Director Koenig explained this would allow miscellaneous light manufacturing uses to be added to the General Commercial Zone.

Councilmember Vaughan asked if the construction of the building has any bearing on the light industrial uses. Director Koenig explained that there are building standards in the General Commercial zone. Any building would go through the usual building permit approval process.

Motion made by Councilmember Vaughan, seconded by Councilmember James, to adopt Ordinance No. 3086. **Motion** passed unanimously (7-0).

14. Consider Approving an Ordinance Amending Marysville Municipal Code Chapter 3.51 Petty Cash.

Finance Director Langdon stated that the police department and golf course are turning in some funds that are no longer needed in petty cash.

Motion made by Councilmember King, seconded by Councilmember Toyer, to adopt Ordinance No. 3087. **Motion** passed unanimously (7-0).

Legal

Mayor's Business

Mayor Nehring had the following comments:

- He did a ribbon cutting for Trinity Spa and Salon last week.
- On Sunday he did a ribbon cutting for the new wing of Grove Church.
- He gave a brief update on the RFA Committee which arrived at a joint recommendation for governance and an agreement to bring a consultant on board for negotiation of an RFA.

Staff Business

Chief Smith:

- It's nice to have one more police officer on board. Another one is expected soon.
- He thanked Mr. Pearce for stating his opinion and being involved.

Sandy Langdon had no further comments.

Jon Walker stated the need for two Executive Session items - one regarding the purchase of real estate with action and one to discuss collective bargaining/labor negotiations with no action expected. Both items were expected to last a total of 20 minutes.

Dave Koenig had no additional comments.

Chief McFalls thanked the Council for a very productive RFA meeting.

Tara Mizell:

- Last weekend was extremely busy for Parks. They had the last two of the Father-Daughter dances which were sold out. They are looking at adding a third night next year because there was a waiting list of over 150 people for another dance.
- There was a sold out concert at the Opera House.
- They are sold out for Caspar Babypants coming later this month.
- There was a big work party to spread mulch from the Christmas tree recycling.
- Soccer registration is wrapping up this week.
- The Chamber lunch meeting has been moved to March.

Kevin Nielsen:

- He explained that the City did not get the grant they applied for through WSDOT to update the crossing at 172nd; however, the State saw the project as important and added it to their list of projects to complete.
- There is a lot of activity taking place on the waterfront on the other side of I-5.
- Congratulations to Karen, Mathew and Kim, the new hires in Public Works.

Gloria Hirashima:

- She gave an update on progress on the waterfront park project. Gardiner Bay consultants were selected as the consultants to help develop marketing of the site and the RFP documents.
- She congratulated the Public Works team on their reorganization.

Call on Councilmembers

Jeff Vaughan had no comments.

Mark James:

- He went to the State of the City address last Tuesday. It was a nice event and well attended.
- The RFA Committee meeting went well. He is happy they decided on the governance structure.
- He and his wife enjoyed a walk on the new waterfront trail.
- Congratulations to the new police officer and Public Works employees.

Tom King:

- Congratulations to Parks on another fine Father-Daughter dance.
- He attended the State of the City presentation. Congratulations to all the employees who received service awards, especially Jim Ballew who received his 30-year pin.
- He is glad they approved a naming policy for parks.

Michael Stevens:

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- Congratulations to Public Works. It's nice to see the promotions from within.
- He is glad to hear they are adding another Father-Daughter dance next year.

Rob Toyer had no comments.

Steve Muller:

- He thanked Robert Pearce for his participation.
- Congratulations to Public Works.
- 1st Street is looking awesome.
- He is happy that the RFA governance issue was approved unanimously.

Kamille Norton:

- Congratulations to Chief Smith on the new hire.
- He thanked Robert Pearce for taking the time to come and express his opinion.

Adjournment

Council recessed at 7:45 p.m. before reconvening in Executive Session to address two items - one regarding the purchase of real estate with action and one to discuss collective bargaining/labor negotiations with no action expected for a total of 20 minutes.

Reconvenement

Council reconvened in Executive Session at 7:55 p.m.

Executive Session

- A. Litigation
- B. Personnel – one item
- C. Real Estate – one item

Executive session was extended 10 minutes. Executive Session ended and public meeting reconvened at 8:25 p.m.

Motion made by Councilmember Toyer, seconded by Councilmember James to authorize the Mayor to sign either option to purchase 1604 1st Street, Marysville from Yvonne Mann presented to Council. The first option being a total price of \$345,000 and the other being \$312,500 and housing for Mrs. Mann. **Motion** passed unanimously (7-0)

Adjournment

The meeting was adjourned at 8:25 p.m.

Approved this _____ day of _____, 2018.


Mayor
Jon Nehring

Index #1

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 26, 2018

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.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the February 7, 2018 claims in the amount of \$1,404,646.72 paid by EFT transactions and Check No. 122339 through 122576 with Check No. 121669 voided.</p> <p>COUNCIL ACTION:</p>

BLANKET CERTIFICATION

**CLAIMS
FOR
PERIOD-2**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,404,646.72 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 122339 THROUGH 122576 WITH CHECK NO.121669 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 **26th DAY OF FEBRUARY 2018.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 2/1/2018 TO 2/7/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
122339	LICENSING, DEPT OF	CPL BATCH 2/1/18	GENERAL FUND	333.00
122340	LICENSING, DEPT OF	GUN DEALER LICENSE-COASTAL FAR	GENERAL FUND	125.00
122341	FIRST AMERICAN TITLE	EARNEST MONEY-1311 4TH ST	NON-DEPARTMENTAL	5,000.00
122342	ABOUD, MOUSSA	UTILITY TAX REBATE	NON-DEPARTMENTAL	64.25
122343	AGNEW, JOSH		WATER/SEWER OPERATION	49.97
122344	AGRICULTURE, DEPT OF	2018 PESTICIDE LICENSE-ROBINSON	PARK & RECREATION FAC	33.00
	AGRICULTURE, DEPT OF	2018 PESTICIDE LICENSE-CHRISMA	PARK & RECREATION FAC	33.00
	AGRICULTURE, DEPT OF	2018 PESTICIDE LICENSE-PHELPS	PARK & RECREATION FAC	33.00
	AGRICULTURE, DEPT OF	2018 PESTICIDE LICENSE-ROTH	PARK & RECREATION FAC	33.00
	AGRICULTURE, DEPT OF	2018 PESTICIDE LICENSE-SZECHEN	PARK & RECREATION FAC	33.00
122345	ALL BATTERY SALES &	HEADLAMPS (6)	ER&R	78.22
122346	ALPINE PRODUCTS INC	6 FT CHEVRONS (4)	TRAFFIC CONTROL DEVICES	329.67
122347	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	49.91
	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	76.05
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	76.09
122348	AVEY, JAMES	UTILITY TAX REBATE	NON-DEPARTMENTAL	20.29
122349	BADER-KLEIN, SUZANNE		NON-DEPARTMENTAL	50.67
122350	BANKS, SUSAN GAYLE	INSTRUCTOR SERVICES	RECREATION SERVICES	239.40
122351	BARLOW, TRAVIS		WATER/SEWER OPERATION	47.99
122352	BEACH STREET TOPSOIL	TOPSOIL	WATER DIST MAINS	33.77
	BEACH STREET TOPSOIL		WATER CAPITAL PROJECTS	63.17
	BEACH STREET TOPSOIL		WATER CAPITAL PROJECTS	63.17
122353	BENDER, JAMES	UTILITY TAX REBATE	NON-DEPARTMENTAL	207.29
122354	BLEASDALE, CLAIR		NON-DEPARTMENTAL	55.55
122355	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	20.53
	BOB BARKER COMPANY		DETENTION & CORRECTION	760.56
122356	BONEY, KAREN	UTILITY TAX REBATE	NON-DEPARTMENTAL	87.14
122357	BOULDING, PHILIP	ENTERTAINMENT 3/10/18	OPERA HOUSE	1,500.00
122358	BRANTNER, DEBORAH	UTILITY TAX REBATE	NON-DEPARTMENTAL	34.28
122359	BRONSON, FRANCES		NON-DEPARTMENTAL	70.78
122360	BRYANT, ANTONIA		NON-DEPARTMENTAL	50.85
122361	BUTCHER, MARCUS		NON-DEPARTMENTAL	61.11
122362	C R HARNDEN CO INC	MAPLE TREE	ROADSIDE VEGETATION	145.40
122363	CADMAN MATERIALS INC	ASPHALT	SIDEWALKS MAINTENANCE	141.68
122364	CAPITAL ONE COMMERCIAL	COSTCO-JAIL/SPECIAL EVENT SUPP	MAINT OF GENL PLANT	26.10
	CAPITAL ONE COMMERCIAL		PARK & RECREATION FAC	109.09
	CAPITAL ONE COMMERCIAL		DETENTION & CORRECTION	181.00
	CAPITAL ONE COMMERCIAL		OPERA HOUSE	420.68
122365	CAROL WILKER-BENWAY		WATER/SEWER OPERATION	350.00
122366	CARRASCO, ANTONIETA	UTILITY TAX REBATE	NON-DEPARTMENTAL	46.01
122367	CECSARINI, MARY		NON-DEPARTMENTAL	51.62
122368	CENTRAL WELDING SUPP	RETURN RESPIRATORS AND CARTRID	SMALL ENGINE SHOP	-100.15
	CENTRAL WELDING SUPP	KNEE PADS	ER&R	26.73
	CENTRAL WELDING SUPP	VAPOR FILTER CARTRIDGES	SMALL ENGINE SHOP	94.59
	CENTRAL WELDING SUPP	RESPIRATORS AND CARTRIDGES	SMALL ENGINE SHOP	100.15
	CENTRAL WELDING SUPP	PADLOCKS	ER&R	151.35
	CENTRAL WELDING SUPP	GLOVES, SAFETY GLASSES, EARPLU	ER&R	1,482.58
122369	CERUTI, PAT	UTILITY TAX REBATE	NON-DEPARTMENTAL	38.73
	CERUTI, PAT		UTIL ADMIN	40.79
	CERUTI, PAT		UTIL ADMIN	152.08
122370	CHRISTENSEN, ESTHER		UTIL ADMIN	40.79
	CHRISTENSEN, ESTHER		NON-DEPARTMENTAL	65.42
	CHRISTENSEN, ESTHER		UTIL ADMIN	152.08
122371	CLEVISH, KATRINA		WATER/SEWER OPERATION	1.88
	CLEVISH, KATRINA		GARBAGE	19.15
122372	CLOSE, BETTY LOU	UTILITY TAX REBATE	NON-DEPARTMENTAL	33.93
	CLOSE, BETTY LOU		UTIL ADMIN	40.79
	CLOSE, BETTY LOU		UTIL ADMIN	193.44
122373	COLE, CHARLES		NON-DEPARTMENTAL	67.63
122374	COOK, AMBRE	REFUND FATHER/DAUGHTER DANCE F	PARKS-RECREATION	20.00

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122375	CORE & MAIN LP	METER SETTERS, RESETTERS AND W	ER&R	73.65
	CORE & MAIN LP		WATER/SEWER OPERATION	5,437.32
	CORE & MAIN LP	HYDRANTS (4)	WATER CAPITAL PROJECTS	7,381.70
	CORE & MAIN LP	METERS AND PROREADS	WATER SERVICE INSTALL	29,604.29
122376	CORRECTIONS, DEPT OF	WORK CREW	PARK & RECREATION FAC	225.06
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	459.41
122377	COUGAR TREE SERVICE	TREE REMOVAL	ROADSIDE VEGETATION	436.40
122378	COUNSELLOR, LORRAINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	112.92
122379	CULP, KATHLEEN		NON-DEPARTMENTAL	27.77
122380	DAHLBERG, JUDY		NON-DEPARTMENTAL	96.36
122381	DANIELS, DON		NON-DEPARTMENTAL	87.81
122382	DAVIS, EIKO		NON-DEPARTMENTAL	81.43
122383	DEAN, MARY		NON-DEPARTMENTAL	38.13
	DEAN, MARY		UTIL ADMIN	40.79
	DEAN, MARY		UTIL ADMIN	193.44
122384	DELANEY, KATHERINE		UTIL ADMIN	40.79
	DELANEY, KATHERINE		NON-DEPARTMENTAL	45.15
	DELANEY, KATHERINE		UTIL ADMIN	152.08
122385	DELTA PROPERTY MANAG		WATER/SEWER OPERATION	133.92
122386	DEPERRO, ANTHONY	UTILITY TAX REBATE	UTIL ADMIN	40.79
	DEPERRO, ANTHONY		NON-DEPARTMENTAL	50.78
	DEPERRO, ANTHONY		UTIL ADMIN	193.44
122387	DIAMOND B CONSTRUCT	HEATING UNIT REPAIR	PARK & RECREATION FAC	158.74
122388	DICKS TOWING	TOWING EXPENSE-MP18-01854	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-01855	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-02061	POLICE PATROL	43.64
	DICKS TOWING		POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-02240	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-02319	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-02354	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-02417	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-02460	POLICE PATROL	43.64
	DICKS TOWING		POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-02509	POLICE PATROL	43.64
	DICKS TOWING		POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-02963	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-03374	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-03582	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-03620	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-04271	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MOTORHOME	POLICE PATROL	932.64
122389	DINGMAN, CHRISTINA	UTILITY TAX REBATE	NON-DEPARTMENTAL	13.50
122390	DIXON, ROLLAND		UTIL ADMIN	40.79
	DIXON, ROLLAND		NON-DEPARTMENTAL	95.48
	DIXON, ROLLAND		UTIL ADMIN	152.08
122391	DOORMAN COMMERCIAL	COMBO LOCK AND INSTALLATION	PUBLIC SAFETY BLDG	1,325.46
122392	DRY, IONE R	UTILITY TAX REBATE	NON-DEPARTMENTAL	36.94
122393	DUNLAP INDUSTRIAL	PRY BAR	FACILITY MAINTENANCE	112.17
122394	DURAZO, JHOVANNA	REFUND CLASS FEES	PARKS-RECREATION	52.00
122395	E&E LUMBER	LUMBER	PARK & RECREATION FAC	14.66
	E&E LUMBER		PARK & RECREATION FAC	14.66
	E&E LUMBER		PARK & RECREATION FAC	27.12
	E&E LUMBER	SAW BLADE	PARK & RECREATION FAC	28.27
	E&E LUMBER	FASTENERS AND SANITIZER	PARK & RECREATION FAC	28.30
	E&E LUMBER	LUMBER AND CONCRETE	PARK & RECREATION FAC	46.74
	E&E LUMBER	GLIDE, HARDWARE AND DRILL BIT	MAINT OF GENL PLANT	50.73
	E&E LUMBER	RAT BAIT, KEY RAIL, NOZZLES AN	WASTE WATER TREATMENT F	67.53
	E&E LUMBER	LUMBER AND FASTENERS	PARK & RECREATION FAC	114.95
	E&E LUMBER	PIPE INSULATION SEALS	SIDEWALKS MAINTENANCE	118.37
122396	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50

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122396	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	21.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
122397	EDWARDS, BARBARA	UTILITY TAX REBATE	NON-DEPARTMENTAL	48.32
122398	EHRHARDT, SANDRA		NON-DEPARTMENTAL	50.19
122399	ELIASON, JON		NON-DEPARTMENTAL	58.46
122400	ENGLISH, ELISHA		NON-DEPARTMENTAL	113.48
122401	ERICKSON, ILENE		NON-DEPARTMENTAL	41.84
122402	EVERETT HYDRAULICS	SOLENOID COILS	ER&R	74.75
	EVERETT HYDRAULICS	SOLENOID VALVES	ER&R	261.27
122403	EVERETT TIRE & AUTO	TIRES	EQUIPMENT RENTAL	217.87
122404	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	162.00
	EVERETT, CITY OF	ANIMAL SHELTER FEES	COMMUNITY SERVICES UNIT	2,775.00
122405	EVERETT, CITY TREAS	WATER FILTRATION SERVICES	SOURCE OF SUPPLY	178,795.91
122406	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-9.10
	EVIDENT, INC.		POLICE PATROL	109.10
122407	FASTENAL COMPANY	FIRST AID AND BLOODBORNE PATHO	PARK & RECREATION FAC	69.78
122408	FEDEX	SHIPPING EXPENSE	WATER SERVICES	189.26
122409	FINKE, MICHAEL L		WATER/SEWER OPERATION	305.09
122410	FLORES, RICARDO	UTILITY TAX REBATE	NON-DEPARTMENTAL	44.10
122411	FRANS, ANNIE	REFUND CLASS FEES	PARKS-RECREATION	52.00
122412	FRASER, SUSAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	57.05
122413	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	51.80
	FRONTIER COMMUNICATI		POLICE PATROL	51.80
	FRONTIER COMMUNICATI		CITY HALL	51.80
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	51.80
	FRONTIER COMMUNICATI		UTILITY BILLING	51.80
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERF	51.80
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	51.80
	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	53.20
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	54.49
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG	95.90
	FRONTIER COMMUNICATI	ACCT #36065340280125085	CITY HALL	103.03
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	103.59
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	103.59
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	103.59
	FRONTIER COMMUNICATI		COMMUNITY CENTER	103.59
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	103.59

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122413	FRONTIER COMMUNICATI FRONTIER COMMUNICATI FRONTIER COMMUNICATI	PHONE CHARGES	WASTE WATER TREATMENT F	207.18
			PARK & RECREATION FAC	258.98
			UTIL ADMIN	340.93
122414	GALLS, LLC GALLS, LLC GALLS, LLC	UNIFORM-ALLEN, P UNIFORM-HASHMARKS UNIFORM-ALLEN, P	DETENTION & CORRECTION POLICE PATROL DETENTION & CORRECTION	17.40 81.83 315.40
122415	GILL, ANOKH SINGH	UTILITY TAX REBATE	NON-DEPARTMENTAL	98.17
122416	GLOBALSTAR INC.	PHONE CHARGES	OFFICE OPERATIONS	97.42
122417	GOODMAN, DONALD GOODMAN, DONALD GOODMAN, DONALD	UTILITY TAX REBATE	UTIL ADMIN NON-DEPARTMENTAL UTIL ADMIN	40.79 62.14 152.08
122418	GOVAERT, KIM		WATER/SEWER OPERATION	141.69
122419	GOVERNMENT FINANCE	MUNICAST ANNUAL SUPPORT	FINANCE-GENL	1,995.00
122420	GRANT, EVELYN		WATER/SEWER OPERATION	76.49
122421	GREG RAIRDONS DODGE	SPARK PLUGS, THROTTLE BODY AND	EQUIPMENT RENTAL	305.70
122422	GUEVARA, GABRIEL		WATER/SEWER OPERATION	23.77
122423	GUSTAFSON & ASSOC GUSTAFSON & ASSOC	REAL ESTATE APPRAISAL	EXECUTIVE ADMIN EXECUTIVE ADMIN	600.00 2,600.00
122424	GUTHRIE, MARILYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	65.08
122425	HACK, SUNDEE HACK, SUNDEE HACK, SUNDEE		UTIL ADMIN NON-DEPARTMENTAL UTIL ADMIN	40.79 50.78 152.08
122426	HAFENSCHER, JUDITH HAFENSCHER, JUDITH HAFENSCHER, JUDITH		UTIL ADMIN NON-DEPARTMENTAL UTIL ADMIN	40.79 45.45 193.44
122427	HARGRAVES, MARNIE		NON-DEPARTMENTAL	66.98
122428	HATHAWAY, BEVERLEY		NON-DEPARTMENTAL	88.28
122429	HAUGSVAR, ED		NON-DEPARTMENTAL	29.80
122430	HAYNES, SANDRA		NON-DEPARTMENTAL	78.21
122431	HB JAEGER COMPANY HB JAEGER COMPANY HB JAEGER COMPANY HB JAEGER COMPANY	ELLS, COUPLINGS AND BRASS ELLS ELLS, COUPLINGS AND BRASS HYDRANT AND EXTENSION	ER&R WATER/SEWER OPERATION WATER/SEWER OPERATION WATER CAPITAL PROJECTS	68.93 392.87 1,061.89 2,725.84
122432	HOLLIBAUGH, CHARLENE	UTILITY TAX REBATE	NON-DEPARTMENTAL	65.74
122433	HOLLY, ARLENE HOLLY, ARLENE HOLLY, ARLENE		NON-DEPARTMENTAL UTIL ADMIN UTIL ADMIN	36.72 40.79 152.08
122434	J. THAYER COMPANY J. THAYER COMPANY J. THAYER COMPANY	OFFICE SUPPLIES WIPES, TAPE AND BLEACH	PURCHASING/CENTRAL STOF UTIL ADMIN ER&R	2.43 18.09 204.97
122435	JOHNSON, DENISE	UTILITY TAX REBATE	NON-DEPARTMENTAL	68.08
122436	JOHNSON, SUSAN JOHNSON, SUSAN JOHNSON, SUSAN		NON-DEPARTMENTAL UTIL ADMIN UTIL ADMIN	32.40 40.79 152.08
122437	JONES, MICHIAL		NON-DEPARTMENTAL	72.65
122438	KERR, STEVEN & NANCY KERR, STEVEN & NANCY KERR, STEVEN & NANCY		UTIL ADMIN NON-DEPARTMENTAL UTIL ADMIN	40.79 70.35 152.08
122439	KING, SUSAN		NON-DEPARTMENTAL	27.58
122440	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	999.60
122441	KUSHNICK, W & D	UTILITY TAX REBATE	NON-DEPARTMENTAL	91.27
122442	LACKEY, KERRY LACKEY, KERRY LACKEY, KERRY		UTIL ADMIN NON-DEPARTMENTAL UTIL ADMIN	40.79 47.93 152.08
122443	LANDERS, ERMA LORI LANDERS, ERMA LORI LANDERS, ERMA LORI		UTIL ADMIN NON-DEPARTMENTAL UTIL ADMIN	40.79 90.89 152.08
122444	LARSEN, MARILYN LARSEN, MARILYN LARSEN, MARILYN		UTIL ADMIN NON-DEPARTMENTAL UTIL ADMIN	40.79 69.41 152.08
122445	LARSON/VARNELL		WATER/SEWER OPERATION	24.85

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122446	LARSON/VARNELL		WATER/SEWER OPERATION	29.11
122447	LASTING IMPRESSIONS	UNIFORM-ROBERTS	POLICE PATROL	24.00
122448	LAURA HASTINGS & PAT		GARBAGE	100.48
122449	LEBOW, LINDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	81.47
122450	LEDUC, JOHN & ELISE		WATER/SEWER OPERATION	149.88
122451	LEE, LINDA	REFUND CLASS FEES	PARKS-RECREATION	15.00
122452	LITTLE, PHELAN SR	UTILITY TAX REBATE	NON-DEPARTMENTAL	30.10
	LITTLE, PHELAN SR		UTIL ADMIN	40.79
	LITTLE, PHELAN SR		UTIL ADMIN	152.08
122453	LOWES HIW INC	HARDWARE AND PVC	PUMPING PLANT	58.37
	LOWES HIW INC	LUMBER	PARK & RECREATION FAC	64.48
122454	LTI, INC.	ROAD SALT	SNOW & ICE CONTROL	4,213.73
122455	LUNDY, LEAH & RYAN		WATER/SEWER OPERATION	19.11
122456	MARTENSON, CAROLYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	28.16
	MARTENSON, CAROLYN		UTIL ADMIN	40.79
	MARTENSON, CAROLYN		UTIL ADMIN	152.08
122457	MARYSVILLE AWARDS	NAME BADGES	EXECUTIVE ADMIN	11.45
	MARYSVILLE AWARDS		CITY COUNCIL	34.37
122458	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	305,828.01
	MARYSVILLE FIRE DIST		FIRE-GENL	648,523.69
122459	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	106.81
	MARYSVILLE PRINTING	PO BOOKS	WATER DIST MAINS	237.35
	MARYSVILLE PRINTING	ENVELOPES	FINANCE-GENL	310.94
122460	MARYSVILLE, CITY OF	UTILITY SERVICE-4020 71ST AVE	SUNNYSIDE FILTRATION PLAF	262.09
122461	MASON, DEXTER	UTILITY TAX REBATE	NON-DEPARTMENTAL	31.44
122462	MATCO TOOLS	TIRE WORK STEPS AND BEARING DR	EQUIPMENT RENTAL	664.39
122463	MCDOUGALD, CHARLES J	UTILITY TAX REBATE	UTIL ADMIN	40.79
	MCDOUGALD, CHARLES J		NON-DEPARTMENTAL	56.07
	MCDOUGALD, CHARLES J		UTIL ADMIN	152.08
122464	MCLEAN, ANN		NON-DEPARTMENTAL	49.23
122465	MECHLING, MONTY	REIMBURSE MEAL	ROADSIDE VEGETATION	15.00
122466	MESSIHA, GANETT	UTILITY TAX REBATE	NON-DEPARTMENTAL	48.59
122467	MEYEN, ALBERT		NON-DEPARTMENTAL	52.09
122468	MILAR, MARLYN		UTIL ADMIN	40.79
	MILAR, MARLYN		NON-DEPARTMENTAL	45.06
	MILAR, MARLYN		UTIL ADMIN	193.44
122469	MOODY, MELISSA & JAC		WATER/SEWER OPERATION	555.82
122470	MOTOR TRUCKS	AIR BRAKE SLACK ADJUSTER	EQUIPMENT RENTAL	253.52
122471	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WA	SEWER MAIN COLLECTION	6.76
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	6.76
	MOUNTAIN MIST		WASTE WATER TREATMENT F	6.77
	MOUNTAIN MIST		WASTE WATER TREATMENT F	27.33
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	27.33
	MOUNTAIN MIST		SEWER MAIN COLLECTION	27.33
122472	MUELLER, JANICE	UTILITY TAX REBATE	NON-DEPARTMENTAL	27.85
122473	MUELLER, TAMMY		NON-DEPARTMENTAL	136.81
122474	MYER, JANET		NON-DEPARTMENTAL	13.66
	MYER, JANET		UTIL ADMIN	40.79
	MYER, JANET		UTIL ADMIN	152.08
122475	NATION, ELDONNA		NON-DEPARTMENTAL	42.04
122476	NATIONAL ACADEMY	WEBINAR-HANNAHS	TRANSPORTATION MANAGEM	105.00
122477	NAVNEET NAIR		WATER/SEWER OPERATION	100.65
122478	NEEDHAM, STEVEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	80.02
122479	NGUYEN, RANG KIM		NON-DEPARTMENTAL	116.41
122480	NIELSEN, CAROLYN A		NON-DEPARTMENTAL	41.77
122481	NORTH COAST ELECTRIC	LIFT STATION REPAIR	SEWER LIFT STATION	367.45
122482	NORTH SOUND HOSE	HARDWARE AND CLAMPS	ROADSIDE VEGETATION	145.40
122483	NORTHEND TRUCK EQUIP	PULL ROD TARP KITS	ROADSIDE VEGETATION	142.73
	NORTHEND TRUCK EQUIP		ROADWAY MAINTENANCE	142.73
122484	NORTHERN LIGHTS	SOUND EQUIPMENT	RECREATION SERVICES	516.73
	NORTHERN LIGHTS		OPERA HOUSE	516.74

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 2/1/2018 TO 2/7/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
122485	NORTHRUP, JENNIFER	UTILITY TAX REBATE	NON-DEPARTMENTAL	30.00
122486	OBERLANDER, AUBRY		UTIL ADMIN	40.79
	OBERLANDER, AUBRY		NON-DEPARTMENTAL	60.70
	OBERLANDER, AUBRY		UTIL ADMIN	152.08
122487	OFFICE DEPOT	OFFICE SUPPLIES	FINANCE-GENL	8.34
	OFFICE DEPOT		EXECUTIVE ADMIN	17.33
	OFFICE DEPOT		POLICE PATROL	37.32
	OFFICE DEPOT	OFFICE SUPPLIES/INMATE SUPPLIE	POLICE ADMINISTRATION	50.00
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE TRAINING-FIREARMS	58.82
	OFFICE DEPOT		EXECUTIVE ADMIN	60.38
	OFFICE DEPOT		ENGR-GENL	61.73
	OFFICE DEPOT		UTIL ADMIN	61.74
	OFFICE DEPOT		POLICE INVESTIGATION	70.37
	OFFICE DEPOT		OFFICE OPERATIONS	72.53
	OFFICE DEPOT		STORM DRAINAGE	73.29
	OFFICE DEPOT		POLICE ADMINISTRATION	75.21
	OFFICE DEPOT		POLICE PATROL	92.23
	OFFICE DEPOT		POLICE ADMINISTRATION	100.00
	OFFICE DEPOT		CITY CLERK	105.62
	OFFICE DEPOT		EXECUTIVE ADMIN	116.75
	OFFICE DEPOT		POLICE PATROL	128.94
	OFFICE DEPOT		OFFICE OPERATIONS	165.79
	OFFICE DEPOT		OFFICE OPERATIONS	198.90
	OFFICE DEPOT		POLICE PATROL	332.51
	OFFICE DEPOT		FINANCE-GENL	345.10
	OFFICE DEPOT	OFFICE SUPPLIES/INMATE SUPPLIE	DETENTION & CORRECTION	347.16
122488	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	109.20
	OLASON, MONICA		RECREATION SERVICES	134.40
	OLASON, MONICA		RECREATION SERVICES	144.00
	OLASON, MONICA		RECREATION SERVICES	168.00
	OLASON, MONICA		RECREATION SERVICES	216.00
	OLASON, MONICA		RECREATION SERVICES	258.00
	OLASON, MONICA		RECREATION SERVICES	270.00
	OLASON, MONICA		RECREATION SERVICES	288.00
	OLASON, MONICA		RECREATION SERVICES	294.00
	OLASON, MONICA		RECREATION SERVICES	312.00
122489	OLSEN, CRYSTAL	UTILITY TAX REBATE	NON-DEPARTMENTAL	73.67
122490	OSBORNE, AMBER		NON-DEPARTMENTAL	38.49
122491	OTOOLE, MICHAEL		NON-DEPARTMENTAL	55.99
122492	OTT, ROBERT		NON-DEPARTMENTAL	51.97
122493	OYETUGA, ADETOLA		NON-DEPARTMENTAL	102.72
122494	PAPE MACHINERY	HINGE AND LINK ENDS	EQUIPMENT RENTAL	240.07
	PAPE MACHINERY	HINGES, LINK ENDS AND HARDWARE	EQUIPMENT RENTAL	373.87
	PAPE MACHINERY	HYDRAULIC CYLINDER	EQUIPMENT RENTAL	1,514.86
122495	PARENT, PIERRE J & J		WATER/SEWER OPERATION	101.97
122496	PARTS STORE, THE	CORE REFUND	EQUIPMENT RENTAL	-22.86
	PARTS STORE, THE	HOSE CONNECTOR	EQUIPMENT RENTAL	7.62
	PARTS STORE, THE	HOSE	EQUIPMENT RENTAL	11.86
	PARTS STORE, THE	FUEL FILTER	ER&R	14.70
	PARTS STORE, THE	OIL FILTERS	ER&R	19.38
	PARTS STORE, THE	HOSE	EQUIPMENT RENTAL	20.53
	PARTS STORE, THE	DRIP PAN	WATER SERVICES	21.84
	PARTS STORE, THE		WATER SERVICES	21.84
	PARTS STORE, THE	OIL AND FUEL FILTERS	EQUIPMENT RENTAL	27.08
	PARTS STORE, THE	FUEL FILTERS	ER&R	29.39
	PARTS STORE, THE	AIR AND OIL FILTERS	SMALL ENGINE SHOP	56.36
	PARTS STORE, THE	WIPER MOTOR	EQUIPMENT RENTAL	94.35
	PARTS STORE, THE	OIL AND AIR FILTERS	ER&R	106.62
	PARTS STORE, THE	OIL AND FUEL FILTERS	ER&R	131.06
122497	PARTSMASER	BIT SET AND DRIVER SET	SMALL ENGINE SHOP	302.40
122498	PASCOE, STEVE	REFUND CLASS FEES	PARKS-RECREATION	30.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/1/2018 TO 2/7/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
122499	PEDERSON, PAUL	UTILITY TAX REBATE	NON-DEPARTMENTAL	21.88
	PEDERSON, PAUL		UTIL ADMIN	40.79
	PEDERSON, PAUL		UTIL ADMIN	152.08
122500	PETERSON,ROBERT&NANC		NON-DEPARTMENTAL	100.87
122501	PILCHUCK RENTALS	BACKPACK BLOWER	WATER RESERVOIRS	245.45
	PILCHUCK RENTALS		ROADSIDE VEGETATION	245.46
	PILCHUCK RENTALS	BOOM LIFT RENTAL	ROADWAY MAINTENANCE	910.98
122502	PLATT ELECTRIC	CODE BOOKS AND LAMPS	TRANSPORTATION MANAGEM	66.11
122503	POSTAL SERVICE	2018 PERMIT 80 ACCOUNT RENEWAL	PARK & RECREATION FAC	225.00
122504	POTTER, BRENT	REIMBURSE MEALS	ROADSIDE VEGETATION	30.00
122505	PREMIER GOLF CENTERS	MANAGEMENT SERVICES	GOLF ADMINISTRATION	8,497.25
122506	PRICE, FLORENCE	UTILITY TAX REBATE	NON-DEPARTMENTAL	59.33
122507	PRINGLE, HARRY		UTIL ADMIN	40.79
	PRINGLE, HARRY		NON-DEPARTMENTAL	49.36
	PRINGLE, HARRY		UTIL ADMIN	152.08
122508	PROFORCE LAW ENFORC	TASER CARTRIDGES	POLICE TRAINING-FIREARMS	808.70
122509	PUD	ACCT #2052-8364-1	STREET LIGHTING	9.08
	PUD	ACCT #2050-2647-6	STREET LIGHTING	11.01
	PUD	ACCT #2049-3331-1	PUMPING PLANT	16.44
	PUD	ACCT #2211-0009-2	GMA - STREET	17.01
	PUD	ACCT #2045-8436-1	STREET LIGHTING	17.16
	PUD	ACCT #2050-2647-6	STREET LIGHTING	17.21
	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	18.14
	PUD	ACCT #2013-8099-5	PUMPING PLANT	18.27
	PUD	ACCT #2027-9116-6	PUMPING PLANT	18.98
	PUD	ACCT #2023-7865-9	MAINT OF GENL PLANT	19.37
	PUD	ACCT #2045-8436-1	STREET LIGHTING	22.74
	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	24.65
	PUD	ACCT #2213-0349-8	STREET LIGHTING	27.88
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	28.93
	PUD	ACCT #2016-7213-6	SEWER LIFT STATION	30.45
	PUD	ACCT #2006-5074-5	TRANSPORTATION MANAGEM	35.42
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	43.17
	PUD	ACCT #2216-3677-2	NON-DEPARTMENTAL	43.31
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	44.22
	PUD	ACCT #2207-9273-3	STREET LIGHTING	50.03
	PUD	ACCT #2030-0516-0	STREET LIGHTING	50.66
	PUD	ACCT #2201-5310-0	TRANSPORTATION MANAGEM	51.80
	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	54.10
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	54.39
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	59.51
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	60.63
	PUD	ACCT #2008-0070-4	STREET LIGHTING	61.95
	PUD	ACCT #2008-2727-7	TRANSPORTATION MANAGEM	63.50
	PUD	ACCT #2022-2076-0	GOLF ADMINISTRATION	63.65
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEM	76.40
	PUD	ACCT #2021-4311-1	TRANSPORTATION MANAGEM	79.64
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	79.73
	PUD	ACCT #2202-9862-4	STREET LIGHTING	83.55
	PUD	ACCT #2024-6354-3	SEWER LIFT STATION	104.22
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	106.28
	PUD	ACCT #2032-3100-6	TRANSPORTATION MANAGEM	126.25
	PUD	ACCT #2026-8910-5	WASTE WATER TREATMENT F	140.35
	PUD	ACCT #2025-5745-0	STREET LIGHTING	147.89
	PUD	ACCT #2024-9063-7	SEWER LIFT STATION	158.96
	PUD	ACCT #2022-9433-6	STREET LIGHTING	180.51
	PUD	ACCT #2025-7232-7	STREET LIGHTING	194.51
	PUD	ACCT #2207-3128-5	STREET LIGHTING	201.96
	PUD	ACCT #2033-4458-5	STREET LIGHTING	203.39
	PUD	ACCT #2208-3888-2	TRAFFIC CONTROL DEVICES	211.30
	PUD	ACCT #2020-3007-8	TRANSPORTATION MANAGEM	232.14

**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>
122509	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	279.34
	PUD	ACCT #2020-0032-9	PARK & RECREATION FAC	296.80
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	452.01
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	537.71
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT F	717.96
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	765.03
	PUD	ACCT #2016-3963-0	GOLF ADMINISTRATION	784.90
	PUD	ACCT #2005-8648-5	SEWER LIFT STATION	860.49
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,536.49
122510	PURCELL, IRNE	UTILITY TAX REBATE	NON-DEPARTMENTAL	32.15
	PURCELL, IRNE		UTIL ADMIN	40.79
	PURCELL, IRNE		UTIL ADMIN	152.08
122511	R&D PARK CREEK LLC	RECOVERY CONTRACT \$253-SEWER	WATER-UTILITIES/ENVIRONM	-1,000.00
	R&D PARK CREEK LLC		WATER/SEWER OPERATION	4,200.80
122512	RAYEL, TIMMY & CHRIS		WATER/SEWER OPERATION	31.88
	RAYEL, TIMMY & CHRIS		WATER/SEWER OPERATION	207.95
122513	RESCH, STACEY	REFUND CLASS FEES	PARKS-RECREATION	33.00
122514	REZNIKOV, ALEKSEY	UTILITY TAX REBATE	NON-DEPARTMENTAL	50.20
122515	RICOH USA, INC.	PRINTER/COPIER CHARGES	PROPERTY TASK FORCE	75.04
	RICOH USA, INC.		WASTE WATER TREATMENT F	196.18
	RICOH USA, INC.		POLICE PATROL	261.15
122516	ROBERTS, SHARON M	UTILITY TAX REBATE	UTIL ADMIN	40.79
	ROBERTS, SHARON M		NON-DEPARTMENTAL	62.74
	ROBERTS, SHARON M		UTIL ADMIN	152.08
122517	ROBINETTE, JESS		WATER/SEWER OPERATION	131.26
122518	ROY ROBINSON	RELAYS	EQUIPMENT RENTAL	44.41
	ROY ROBINSON	DOOR HANDLE	EQUIPMENT RENTAL	44.60
	ROY ROBINSON	WIPER BLADES	ER&R	69.65
	ROY ROBINSON	DOOR HANDLE ASSEMBLY	EQUIPMENT RENTAL	92.25
122519	SALLEE, CARL	UTILITY TAX REBATE	NON-DEPARTMENTAL	43.19
122520	SALVADALENA, STEFANI		NON-DEPARTMENTAL	20.65
122521	SANDVIK, MORTEN		UTIL ADMIN	40.79
	SANDVIK, MORTEN		NON-DEPARTMENTAL	63.30
	SANDVIK, MORTEN		UTIL ADMIN	152.08
122522	SCHMIDT, WILMA		UTIL ADMIN	40.79
	SCHMIDT, WILMA		NON-DEPARTMENTAL	61.75
	SCHMIDT, WILMA		UTIL ADMIN	152.08
122523	SCHOOS, RONALD & RIT		UTIL ADMIN	40.79
	SCHOOS, RONALD & RIT		NON-DEPARTMENTAL	68.38
	SCHOOS, RONALD & RIT		UTIL ADMIN	152.08
122524	SCHRAMM, CONNIE		NON-DEPARTMENTAL	55.85
122525	SCOTT, DOROTHY A.		NON-DEPARTMENTAL	8.68
122526	SCOVILLE, LISA	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
122527	SENN, MATT		WATER/SEWER OPERATION	314.37
122528	SEVERSON, KELLY	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.59
122529	SIMS, JAMES & WANDA		NON-DEPARTMENTAL	131.01
122530	SIX ROBBLEES INC	FOOT INFLATORS	EQUIPMENT RENTAL	73.96
122531	SMITH, BETTY	UTILITY TAX REBATE	UTIL ADMIN	40.79
	SMITH, BETTY		NON-DEPARTMENTAL	48.02
	SMITH, BETTY		UTIL ADMIN	152.08
122532	SMITH, LUETTA		NON-DEPARTMENTAL	49.33
122533	SMITH, MARY S		NON-DEPARTMENTAL	68.97
122534	SNO CO TREASURER	INMATE MEDICAL	DETENTION & CORRECTION	6,081.70
122535	SNYDER ROOFING	REPAIR ROOF LEAK-KBCC	COMMUNITY CENTER	1,277.57
122536	SORENSEN, CARLYS	UTILITY TAX REBATE	NON-DEPARTMENTAL	55.98
122537	SOUND PUBLISHING	LEGAL AD	GMA - STREET	121.62
122538	SOUND SAFETY	JEAN EXCHANGE-SCHOOLCRAFT	UTIL ADMIN	15.08
	SOUND SAFETY	BOOTS-TINSLEY	SOLID WASTE OPERATIONS	178.76
	SOUND SAFETY	JEANS AND BOOTS-SCHOOLCRAFT	UTIL ADMIN	196.88
	SOUND SAFETY	JEANS AND BOOTS-PETEK	UTIL ADMIN	336.93
	SOUND SAFETY	JEANS AND BOOTS-HAVELLANA	SOLID WASTE OPERATIONS	359.73

**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>
122539	SOUTHERN COMPUTER	APC UPS	COMPUTER SERVICES	651.88
122540	SPEED, JANICE E	UTILITY TAX REBATE	NON-DEPARTMENTAL	91.27
122541	SPRINGBROOK NURSERY	TOPSOIL	ROADWAY MAINTENANCE	34.46
	SPRINGBROOK NURSERY	BARK	PARK & RECREATION FAC	42.81
122542	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	108.15
122543	STEEN, WALTER	UTILITY TAX REBATE	NON-DEPARTMENTAL	25.25
122544	STRATEGIES 360	MILEAGE REIMBURSEMENT	GENERAL SERVICES - OVERH	25.65
	STRATEGIES 360		WASTE WATER TREATMENT F	25.65
	STRATEGIES 360		UTIL ADMIN	34.19
122545	STULTS, LARRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	127.72
122546	SUPPLYWORKS	JANITORIAL SUPPLIES	COURT FACILITIES	126.62
	SUPPLYWORKS		CITY HALL	195.74
	SUPPLYWORKS		WASTE WATER TREATMENT F	200.66
	SUPPLYWORKS		MAINT OF GENL PLANT	202.96
	SUPPLYWORKS		WASTE WATER TREATMENT F	262.07
	SUPPLYWORKS		PUBLIC SAFETY BLDG	352.19
122547	SUTTON, GRADY	UTILITY TAX REBATE	NON-DEPARTMENTAL	120.19
122548	SWAIN, CECELIA		NON-DEPARTMENTAL	90.32
122549	SWENSON, SARAH	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
122550	THORLEIFSON, JOANNE	UTILITY TAX REBATE	NON-DEPARTMENTAL	68.82
122551	THORSEN, SHARON		NON-DEPARTMENTAL	70.80
122552	TRIPLEPOINT ENVIRO	LAGOON TRAINING-COBB	UTIL ADMIN	130.00
	TRIPLEPOINT ENVIRO	LAGOON TRAINING-CRAIN	UTIL ADMIN	130.00
	TRIPLEPOINT ENVIRO	LAGOON TRAINING-SPRAGUE	UTIL ADMIN	130.00
122553	TURNER, SHELLEY	UTILITY TAX REBATE	NON-DEPARTMENTAL	7.31
122554	USA BLUEBOOK	GASKETS	HYDRANTS	132.29
122555	VALENTINSEN, HILDA	UTILITY TAX REBATE	UTIL ADMIN	40.79
	VALENTINSEN, HILDA		NON-DEPARTMENTAL	72.18
	VALENTINSEN, HILDA		UTIL ADMIN	152.08
122556	VANDERPOOL, LULA MAE	UTILTIY TAX REBATE	NON-DEPARTMENTAL	94.57
122557	VARGAS, CHRIS	REFUND CLASS FEES	PARKS-RECREATION	60.00
122558	VEESENMEYER, WILLIAM	UTILITY TAX REBATE	NON-DEPARTMENTAL	86.08
122559	VERIZON	AMR LINES	METER READING	254.89
122560	WAMPLER, NINA	UTILITY TAX REBATE	NON-DEPARTMENTAL	39.89
122561	WASHINGTON STATE UNV	PESTICIDE RECERT-ROTH	PARK & RECREATION FAC	60.00
	WASHINGTON STATE UNV	PESTICIDE RECERT-CHRISMAN	PARK & RECREATION FAC	120.00
	WASHINGTON STATE UNV	PESTICIDE RECERT-PHELPS	PARK & RECREATION FAC	120.00
122562	WASSEMILLER, MIKE	REFUND DANCE FEES	PARKS-RECREATION	25.00
122563	WASTE MANAGEMENT	YARDWASTE/RECYCLE SERVICE	RECYCLING OPERATION	121,485.58
122564	WAVEDIVISION HOLDING	INTERNET SERVICES	COMPUTER SERVICES	408.00
122565	WEBB, ELLEN	UTILITY TAX REBATE	UTIL ADMIN	40.79
	WEBB, ELLEN		NON-DEPARTMENTAL	41.67
	WEBB, ELLEN		UTIL ADMIN	193.44
122566	WEILER, ARLENE		NON-DEPARTMENTAL	110.55
122567	WESTERN PETERBILT	COMBO STOP AND TAIL LIGHT ASSE	EQUIPMENT RENTAL	173.47
	WESTERN PETERBILT	MIRROR ASSEMBLY	EQUIPMENT RENTAL	799.69
122568	WESTERN SYSTEMS	FIRE SIGNAL REPLACEMENT PARTS	STREET LIGHTING	2,389.58
122569	WHISTLE WORKWEAR	JEANS-DAY	SOLID WASTE OPERATIONS	103.63
	WHISTLE WORKWEAR	JEANS-MECHLING	GENERAL SERVICES - OVERH	103.63
	WHISTLE WORKWEAR	JEANS-BALLOU	SOLID WASTE OPERATIONS	126.34
	WHISTLE WORKWEAR	JEANS-BOND	PURCHASING/CENTRAL STOF	133.25
	WHISTLE WORKWEAR	BOOTS-MECHLING	GENERAL SERVICES - OVERH	177.70
	WHISTLE WORKWEAR	JEANS AND BOOTS-DIETZ	UTIL ADMIN	276.40
122570	WHITE CAP CONSTRUCT	FIRST AID KITS	PARK & RECREATION FAC	107.97
	WHITE CAP CONSTRUCT	IMPACT DRIVER KIT	ROADWAY MAINTENANCE	327.29
	WHITE CAP CONSTRUCT	GLOVES	PARK & RECREATION FAC	339.60
122571	WHITTALL, CAROL	UTILITY TAX REBATE	UTIL ADMIN	40.79
	WHITTALL, CAROL		NON-DEPARTMENTAL	43.06
	WHITTALL, CAROL		UTIL ADMIN	152.08
122572	WILLIAMS, STEPHEN		WATER/SEWER OPERATION	6.53
122573	WILSON, CHERYL	UTILITY TAX REBATE	NON-DEPARTMENTAL	79.88

**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>
122574	WOODBURY, VIOLET	UTILITY TAX REBATE	NON-DEPARTMENTAL	24.32
122575	WOODHULL, TONI		NON-DEPARTMENTAL	39.66
	WOODHULL, TONI		UTIL ADMIN	40.79
	WOODHULL, TONI		UTIL ADMIN	152.08
122576	WYNNE, ELLEN		NON-DEPARTMENTAL	138.95
WARRANT TOTAL:				<u>1,407,847.52</u>
	CHECK #121669	CHECK LOST IN MAIL		(3200.80)
				<u>1,404,646.72</u>

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

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 26, 2018

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.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the February 14, 2018 claims in the amount of \$555,359.76 paid by EFT transactions and Check No. 122577 through 122734 with Check No. 108955 voided.</p> <p>COUNCIL ACTION:</p>
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BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-2

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 **\$555,359.76 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 122577 THROUGH 122734 WITH CHECK NO. 108955 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 **26th DAY OF FEBRUARY 2018.**

COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 2/8/2018 TO 2/14/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
122577	FIRST AMERICAN TITLE	EARNEST MONEY-MILLER PROPERTY	NON-DEPARTMENTAL	5,000.00
122578	LICENSING, DEPT OF	CPL BATCH 2/8/18	GENERAL FUND	429.00
122579	RAPID FINANCIAL SOL	JURY COSTS/LOAD FEES	COURTS	488.73
122580	ALTISOURCE SINGLE FA		WATER/SEWER OPERATION	78.32
122581	AMERICAN CLEANERS	DRY CLEANING	COMMUNITY SERVICES UNIT	31.42
	AMERICAN CLEANERS		OFFICE OPERATIONS	34.48
	AMERICAN CLEANERS		POLICE INVESTIGATION	46.32
	AMERICAN CLEANERS		CRIME PREVENTION	62.90
	AMERICAN CLEANERS		POLICE ADMINISTRATION	70.21
	AMERICAN CLEANERS		DETENTION & CORRECTION	81.89
	AMERICAN CLEANERS		POLICE PATROL	83.31
122582	AMERICAN PLANNING	APA MEMBERSHIP DUES-HESS	COMMUNITY DEVELOPMENT-	368.75
	AMERICAN PLANNING	APA MEMBERSHIP DUES-GEMMER	COMMUNITY DEVELOPMENT-	400.00
122583	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	49.91
	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	70.75
122584	BANNER BANK	RETAINAGE ON PAY ESTIMATE #1	SURFACE WATER CAPITAL PF	3,766.53
122585	BAY ALARM COMPANY	MONITORING FEES-COURT	COURT FACILITIES	117.00
122586	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	2,505.60
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	4,500.56
122587	BORDEN, GARRETT & JE		WATER/SEWER OPERATION	37.44
122588	BOUFFIOU, VALERIE	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
122589	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	4,050.00
122590	BROWN, EDDIE	REIMBURE MEALS	STORM DRAINAGE	30.00
122591	CADMAN MATERIALS INC	ASPHALT	WATER SERVICES	210.10
122592	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
122593	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT F	12,109.01
	CASCADE COLUMBIA		WASTE WATER TREATMENT F	12,964.36
122594	CASE, IAN		WATER/SEWER OPERATION	249.25
122595	CHAVEZ, KAY	UTILITY TAX REBATE	UTIL ADMIN	40.79
	CHAVEZ, KAY		NON-DEPARTMENTAL	61.14
	CHAVEZ, KAY		UTIL ADMIN	152.08
122596	CLASSIQUE DESIGNS	SPECIAL EVENT SUPPLIES	RECREATION SERVICES	144.01
122597	CLEAR IMAGE PHOTOGRA	PHOTOGRAPHY	RECREATION SERVICES	1,391.03
122598	CLEMENTS, DAN	ENTERTAINMENT 3/27/18	OPERA HOUSE	100.00
122599	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,362.04
122600	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE	PUBLIC SAFETY BLDG	179.68
	COMMERCIAL FIRE		ER&R	250.56
122601	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
122602	COON, MELVIN	UTILITY TAX REBATE	NON-DEPARTMENTAL	76.63
122603	CORE & MAIN LP	HYDRANT UPGRADE PARTS	WATER CAPITAL PROJECTS	8,150.81
122604	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,343.06
122605	CTS LANGUAGE LINK	INTERPRETER SERVICES	COURTS	4.49
122606	DATA QUEST LLC	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	75.00
122607	DAVIDSON-MACRI	RELEASE RETAINAGE	WATER/SEWER OPERATION	943.40
122608	DAY WIRELESS SYSTEMS	CALIBRATIONS	POLICE PATROL	927.35
122609	DELL	ENGINEERING WORKSTATION	IS REPLACEMENT ACCOUNTS	7,137.14
122610	DICKS TOWING	TOWING EXPENSE-AQN3114	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-04560	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-04605	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-04704	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-04959	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE #J035	EQUIPMENT RENTAL	885.83

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
122611	DONNELSON ELECTRIC	CONNECT BUILDING ELECTRICAL-WW	WASTE WATER TREATMENT F	844.51
122612	DOW, KATHARINE		WATER/SEWER OPERATION	180.91
122613	DUNLAP INDUSTRIAL	DRILL BIT	FACILITY MAINTENANCE	66.75
	DUNLAP INDUSTRIAL	DOME W/CAP	MAINT OF GENL PLANT	73.53
	DUNLAP INDUSTRIAL	BROOMS AND STRAPS	ROADWAY MAINTENANCE	187.81
122614	E&E LUMBER	CAULKING	PARK & RECREATION FAC	5.54
	E&E LUMBER	CLAMPS	PARK & RECREATION FAC	14.40
	E&E LUMBER	FASTENERS AND SHIMS	OPERA HOUSE	18.84
	E&E LUMBER	SNAPS, HARDWARE, TAPE AND THER	SUNNYSIDE FILTRATION PLAI	31.45
	E&E LUMBER	PAINTING SUPPLIES	COMMUNITY CENTER	36.19
	E&E LUMBER	MORTAR AND HASP	PARK & RECREATION FAC	38.73
	E&E LUMBER	LUMBER AND SUPPLIES	PARK & RECREATION FAC	61.58
122615	EAGLE FENCE	FENCE REPAIR-CITY HALL	CITY HALL	540.05
122616	EVERETT, CITY OF	ANIMAL CASE MP17-56324, 62479	COMMUNITY SERVICES UNIT	512.69
122617	FEDEX	SHIPPING EXPENSE	TRANSPORTATION MANAGEM	36.54
122618	FIRE PROTECTION INC	SPRINKLER SERVICE	WATER FILTRATION PLANT	564.59
122619	FIRESTONE	TIRES	EQUIPMENT RENTAL	387.94
122620	FOREMOST PROMOTIONS	PENCILS, ACTIVITY BOOKS AND ST	GENERAL FUND	-109.09
	FOREMOST PROMOTIONS	PENCIL TOPPERS, COLORING BOOKS	GENERAL FUND	-41.09
	FOREMOST PROMOTIONS		CRIME PREVENTION	492.62
	FOREMOST PROMOTIONS	PENCILS, ACTIVITY BOOKS AND ST	CRIME PREVENTION	1,307.89
122621	FRONTIER COMMUNICATI	PHONE CHARGES	CRIME PREVENTION	9.15
	FRONTIER COMMUNICATI		COMMUNITY CENTER	9.15
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	9.15
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	9.15
	FRONTIER COMMUNICATI		CITY CLERK	18.29
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	18.29
	FRONTIER COMMUNICATI		COMMUNITY SERVICES UNIT	27.44
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	27.44
	FRONTIER COMMUNICATI		LEGAL-GENL	27.44
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIOI	27.44
	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	31.41
	FRONTIER COMMUNICATI		RECREATION SERVICES	31.41
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	33.39
	FRONTIER COMMUNICATI	PHONE CHARGES	GENERAL SERVICES - OVERF	36.58
	FRONTIER COMMUNICATI		WATER QUAL TREATMENT	36.58
	FRONTIER COMMUNICATI		STORM DRAINAGE	36.58
	FRONTIER COMMUNICATI		FINANCE-GENL	45.73
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	45.73
	FRONTIER COMMUNICATI		YOUTH SERVICES	45.73
	FRONTIER COMMUNICATI		RECREATION SERVICES	45.73
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	45.73
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	53.20
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	54.49
	FRONTIER COMMUNICATI	ACCT #36065770750721145	POLICE PATROL	54.67
	FRONTIER COMMUNICATI	ACCT #36065809240222175	PUBLIC SAFETY BLDG	59.46
	FRONTIER COMMUNICATI	ACCT #42533599120718175	SUNNYSIDE FILTRATION PLAI	63.95
	FRONTIER COMMUNICATI	PHONE CHARGES	COMPUTER SERVICES	64.00
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	64.02
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	73.16
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	73.16
	FRONTIER COMMUNICATI		UTILITY BILLING	73.16
	FRONTIER COMMUNICATI	ACCT #36065372080111165	OPERA HOUSE	81.98

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122621	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIO	88.43
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE INVESTIGATION	91.45
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	91.45
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	100.60
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	118.89
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	118.89
	FRONTIER COMMUNICATI		UTIL ADMIN	137.18
	FRONTIER COMMUNICATI		ENGR-GENL	146.33
	FRONTIER COMMUNICATI	ACCT #42533578930731175	SUNNYSIDE FILTRATION PLAN	189.59
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	201.20
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	260.44
	FRONTIER COMMUNICATI	ACCT #36065755320112185	OPERA HOUSE	303.32
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE PATROL	411.54
122622	GALLS, LLC	UNIFORM-ROBERTS	POLICE PATROL	191.91
122623	GRAINGER	GASKETS	ER&R	8.55
122624	GREEN RIVER CC	TRAINING-GEIST	UTIL ADMIN	210.00
	GREEN RIVER CC	TRAINING-GESSNER, KEVIN	UTIL ADMIN	210.00
	GREEN RIVER CC	TRAINING-LATIMER	UTIL ADMIN	210.00
	GREEN RIVER CC		UTIL ADMIN	210.00
122625	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
122626	GROOM, HOWARD J		GARBAGE	98.69
122627	HAMERS, ALLAN	REFUND BUILDING PERMIT FEES	NON-BUS LICENSES AND PEF	650.92
122628	HANNAFORD, DONNA & K		WATER/SEWER OPERATION	20.23
122629	HARBOR FREIGHT TOOLS	TOOL CABINET	EQUIPMENT RENTAL	438.79
122630	HATHAWAY, JEFFERY		WATER/SEWER OPERATION	8.66
122631	HATLOE'S DECORATING	FLOOR CLEANER	COMMUNITY CENTER	77.89
122632	HD FOWLER COMPANY	BRASS AND PVC PARTS	SIDEWALKS MAINTENANCE	31.52
122633	HERITAGE BANK	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	65.00
122634	HINE, DONALD	UTILITY TAX REBATE	UTIL ADMIN	40.79
	HINE, DONALD		NON-DEPARTMENTAL	71.27
	HINE, DONALD		UTIL ADMIN	152.08
122635	HOLT, VERONICA		NON-DEPARTMENTAL	159.63
122636	HOME DEPOT	TRASH BAGS	ER&R	383.53
122637	HORTON, DOUGLAS	REFUND SPECIAL EVENT FEES	PARKS-RECREATION	30.00
122638	HOWTON, JERRY		GARBAGE	26.47
122639	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
122640	INDUSTRIAL CONTROLS	CONTROLLERS, MODULES AND POWER	SEWER LIFT STATION	743.24
	INDUSTRIAL CONTROLS		STORM DRAINAGE	743.24
122641	JAMES, MARK	REIMBURSE MILEAGE	CITY COUNCIL	134.40
122642	JET PLUMBING	REPLACE RPBA-WWTP	WASTE WATER TREATMENT F	1,474.69
122643	JOHNSON, DOROTHY	UTILITY TAX REBATE	NON-DEPARTMENTAL	81.06
122644	JOHNSON, ELIZABETH		NON-DEPARTMENTAL	138.78
122645	KAISER PERMANENTE	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	2,190.00
122646	KEEFE, RYAN M	REIMBURSE MEALS	UTIL ADMIN	30.00

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
122647	KIM, JAMIE S.	PUBLIC DEFENDER	PUBLIC DEFENSE	60.00
	KIM, JAMIE S.		PUBLIC DEFENSE	300.00
	KIM, JAMIE S.		PUBLIC DEFENSE	300.00
122648	KINGSFORD, ANDREA	REIMBURSE SPECIAL EVENT SUPPLI	RECREATION SERVICES	151.85
122649	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	33,120.00
122650	LAKEWOOD SCHOOL DIST	FACILITY USEAGE-LMS	RECREATION SERVICES	280.00
122651	LASTING IMPRESSIONS	EMPLOYEE RECOGNITION JACKETS	PERSONNEL ADMINISTRATIO	262.19
122652	LEADS ONLINE	LEADS ONLINE RENEWAL	POLICE INVESTIGATION	2,148.00
122653	LES SCHWAB TIRE CTR	RETREAD	ER&R	252.78
	LES SCHWAB TIRE CTR	TIRES	ER&R	1,605.08
122654	LICENSING, DEPT OF	NOTARY FEE-BROCK	CITY CLERK	30.00
122655	LISA GARNER & SONIA		WATER/SEWER OPERATION	8.48
122656	LOWES HIW INC	FAUCET	PARK & RECREATION FAC	102.61
	LOWES HIW INC	DEADBOLT LOCKS	OPERA HOUSE	146.04
	LOWES HIW INC	FENCING	PARK & RECREATION FAC	471.58
122657	MARYSVILLE FIRE DIST	INMATE TRANSPORT	DETENTION & CORRECTION	369.00
	MARYSVILLE FIRE DIST		DETENTION & CORRECTION	369.00
	MARYSVILLE FIRE DIST		DETENTION & CORRECTION	456.50
122658	MARYSVILLE PRINTING	BUSINESS CARDS	DETENTION & CORRECTION	150.56
	MARYSVILLE PRINTING	HOME DETENTION ORDER FORMS	MUNICIPAL COURTS	160.96
	MARYSVILLE PRINTING	BUSINESS CARDS AND PIPE TEST R	COMMUNITY DEVELOPMENT-	269.39
	MARYSVILLE PRINTING	PREA POSTCARDS	POLICE PATROL	724.81
	MARYSVILLE PRINTING	SENTENCING FORMS AND ENVELOPES	MUNICIPAL COURTS	1,754.33
122659	MARYSVILLE SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	23,280.00
122660	MARYSVILLE, CITY OF	UTILITY SERVICE-4123 71ST ST N	SUNNYSIDE FILTRATION PLAI	26.84
	MARYSVILLE, CITY OF	UTILITY SERVICE-17906 43RD AVE	WATER FILTRATION PLANT	55.12
	MARYSVILLE, CITY OF	UTILITY SERVICE-15524 SMOKEY P	PUBLIC SAFETY BLDG	159.95
	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST	PARK & RECREATION FAC	558.84
122661	MCCLAIN, MAE	UTILITY TAX REBATE	NON-DEPARTMENTAL	76.57
122662	MCFADDEN, SYLVIA		NON-DEPARTMENTAL	36.61
122663	MCLOUGHLIN & EARDLEY	SPOTLIGHT AND INSTALLATION KIT	EQUIPMENT RENTAL	245.46
122664	MCWETHY, LUCAS	PUBLIC DEFENDER	PUBLIC DEFENSE	225.00
122665	MILLARD, JOE		GARBAGE	130.82
122666	MILLER, STEVEN	REIMBRUSE MILEAGE AMD MEAL	ENGR-GENL	73.99
122667	MIZELL, TARA	REIMBURSE OPERA HOUSE CONCESSI	OPERA HOUSE	130.86
122668	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	COMMUNITY DEVELOPMENT-	6.55
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	6.55
	MOBILEGUARD, INC.		RECREATION SERVICES	6.55
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATIO	6.55
	MOBILEGUARD, INC.		SOLID WASTE OPERATIONS	6.55
	MOBILEGUARD, INC.		ENGR-GENL	13.10
	MOBILEGUARD, INC.		OFFICE OPERATIONS	13.10
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	13.10
	MOBILEGUARD, INC.		GENERAL SERVICES - OVERF	13.10
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	13.10
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	19.65
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	19.65
	MOBILEGUARD, INC.		PARK & RECREATION FAC	19.65
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	19.65
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	26.20
	MOBILEGUARD, INC.		STORM DRAINAGE	26.20
	MOBILEGUARD, INC.		YOUTH SERVICES	32.75
	MOBILEGUARD, INC.		POLICE INVESTIGATION	58.95

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122668	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	WASTE WATER TREATMENT F	58.95
	MOBILEGUARD, INC.		UTIL ADMIN	58.95
	MOBILEGUARD, INC.		DETENTION & CORRECTION	72.05
	MOBILEGUARD, INC.		COMPUTER SERVICES	76.85
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	78.60
	MOBILEGUARD, INC.		POLICE PATROL	281.65
122669	MONTE CRISTO PRESERV	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
122670	MOTOROLA	RADIO CHARGER	POLICE PATROL	238.93
122671	NAVIA BENEFIT	FLEX PLAN FEES	PERSONNEL ADMINISTRATIO	53.95
122672	NEOPOST USA	SURE SEAL	MUNICIPAL COURTS	39.27
122673	NEWMAN, JILL	ENTERTAINMENT 2/15/18	OPERA HOUSE	300.00
122674	NORTH SOUND EMERG	INMATE MEDICAL	DETENTION & CORRECTION	947.00
	NORTH SOUND EMERG		DETENTION & CORRECTION	1,208.00
122675	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	1,032.00
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	1,528.00
122676	NORTON, TIFFANY	REFUND SPECIAL EVENT FEES	PARKS-RECREATION	25.00
122677	OFFICE DEPOT	OFFICE SUPPLIES	STORM DRAINAGE	8.61
	OFFICE DEPOT		EXECUTIVE ADMIN	13.62
	OFFICE DEPOT		OFFICE OPERATIONS	18.31
	OFFICE DEPOT		ENGR-GENL	25.17
	OFFICE DEPOT		UTIL ADMIN	25.17
	OFFICE DEPOT		POLICE PATROL	35.28
	OFFICE DEPOT		FACILITY MAINTENANCE	75.62
	OFFICE DEPOT		OFFICE OPERATIONS	89.11
	OFFICE DEPOT		LEGAL - PROSECUTION	109.94
	OFFICE DEPOT		LEGAL - PROSECUTION	119.47
	OFFICE DEPOT		POLICE PATROL	201.17
	OFFICE DEPOT		POLICE PATROL	204.80
	OFFICE DEPOT		OFFICE OPERATIONS	218.16
	OFFICE DEPOT		OFFICE OPERATIONS	222.78
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	227.13
122678	ORDWING, CHRISTINE	INSTRUCTOR SERVICES	RECREATION SERVICES	18.00
122679	PACIFIC POWER BATTER	BATTERY CREDIT	WATER SERVICES	-1,560.26
	PACIFIC POWER BATTER		CITY HALL	-192.02
	PACIFIC POWER BATTER	BATTERY	POLICE PATROL	6.44
	PACIFIC POWER BATTER	BATTERIES	WATER DIST MAINS	99.50
	PACIFIC POWER BATTER	BATTERIES W/CORE CHARGES	WATER SERVICES	118.16
	PACIFIC POWER BATTER		WATER SERVICES	1,354.83
	PACIFIC POWER BATTER	BATTERIES	WATER SERVICES	1,560.26
	PACIFIC POWER BATTER	BATTERIES W/CORE CHARGES	WATER SERVICES	1,560.26
122680	PALITZ, JUSTIN	REIMBURSE MEALS	UTIL ADMIN	30.00
122681	PARTS STORE, THE	RETURN RING AND PINION AND CAR	EQUIPMENT RENTAL	-654.60
	PARTS STORE, THE	HOSE	EQUIPMENT RENTAL	3.91
	PARTS STORE, THE	RAIN-X	STORM DRAINAGE	7.84
	PARTS STORE, THE		SEWER MAIN COLLECTION	7.85
	PARTS STORE, THE	BELT	EQUIPMENT RENTAL	32.52
	PARTS STORE, THE	BRAKE PADS	EQUIPMENT RENTAL	47.87
	PARTS STORE, THE	BRAKE ROTORS, BRAKE PADS AND W	EQUIPMENT RENTAL	154.01
	PARTS STORE, THE	WIPER BLADES, AIR AND OIL FILT	ER&R	277.47
	PARTS STORE, THE	FLUID	SOLID WASTE OPERATIONS	872.80
	PARTS STORE, THE	RING AND PINION, BEARINGS AND	EQUIPMENT RENTAL	954.63
122682	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	141.90
	PEACE OF MIND		CITY CLERK	184.80

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122683	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	1.05
	PGC INTERBAY LLC		PRO-SHOP	55.35
	PGC INTERBAY LLC		PRO-SHOP	66.15
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	67.54
	PGC INTERBAY LLC		PRO-SHOP	88.63
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	98.50
	PGC INTERBAY LLC		MAINTENANCE	123.81
	PGC INTERBAY LLC		MAINTENANCE	130.42
	PGC INTERBAY LLC		PRO-SHOP	133.95
	PGC INTERBAY LLC		MAINTENANCE	133.95
	PGC INTERBAY LLC		PRO-SHOP	140.01
	PGC INTERBAY LLC		MAINTENANCE	143.08
	PGC INTERBAY LLC		PRO-SHOP	226.43
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	247.50
	PGC INTERBAY LLC		PRO-SHOP	276.62
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	313.24
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	418.19
	PGC INTERBAY LLC		MAINTENANCE	559.14
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	571.28
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF COURSE	624.48
	PGC INTERBAY LLC		PRO-SHOP	1,027.30
	PGC INTERBAY LLC		MAINTENANCE	1,636.17
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	4,314.80
	PGC INTERBAY LLC		MAINTENANCE	7,500.40
122684	PILCHUCK RENTALS	GUARD AND PLATE	SMALL ENGINE SHOP	101.47
	PILCHUCK RENTALS	CHAINS	PARK & RECREATION FAC	211.33
	PILCHUCK RENTALS	LINE HEADS, BLADES, FILTERS AN	SMALL ENGINE SHOP	333.07
122685	PINZ, JOSHUA & CALLI		WATER/SEWER OPERATION	49.81
122686	PLATT ELECTRIC	CODE BOOKS	TRANSPORTATION MANAGEM	255.39
122687	POLICE & SHERIFFS PR	HAOLCARDS	POLICE PATROL	62.90
122688	PREFERRED PROPERTY M		WATER/SEWER OPERATION	22.49
122689	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	8.10
	PUD	ACCT #2021-7786-1	PUMPING PLANT	16.15
	PUD	ACCT #2054-8182-3	GOLF ADMINISTRATION	17.58
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	26.86
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	33.09
	PUD	ACCT #2200-2050-7	STREET LIGHTING	35.48
	PUD	ACCT #2216-1040-5	STREET LIGHTING	40.60
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	52.87
	PUD	ACCT #2203-3923-8	TRAFFIC CONTROL DEVICES	54.63
	PUD	ACCT #2048-2969-1	STREET LIGHTING	58.36
	PUD	ACCT #2006-6043-9	STREET LIGHTING	70.70
	PUD	ACCT #2039-9634-3	STREET LIGHTING	73.26
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	75.74
	PUD	ACCT #2025-7611-2	STREET LIGHTING	126.79
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERH	158.42
	PUD	ACCT #2023-6819-7	PUMPING PLANT	162.23
	PUD	ACCT #2010-4638-0	PARK & RECREATION FAC	204.38
	PUD	ACCT #2008-1280-8	PUMPING PLANT	211.68
	PUD	ACCT #2200-2051-1	STREET LIGHTING	343.97
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	648.74
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	816.33
	PUD	ACCT #2000-2187-1	COURT FACILITIES	1,121.10

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/8/2018 TO 2/14/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
122689	PUD	ACCT #2010-9896-9	PUMPING PLANT	1,202.79
	PUD	ACCT #2016-1747-9	CITY HALL	1,364.10
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,624.98
	PUD	ACCT #2025-7611-2	STREET LIGHTING	2,409.05
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,437.46
	PUD	ACCT #2028-8209-8	STREET LIGHTING	9,625.06
	PUD		STREET LIGHTING	15,054.59
122690	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	22.71
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	35.75
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	42.17
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	44.97
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	65.60
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	88.94
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	367.19
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	377.18
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	427.69
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	1,072.77
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	1,192.63
122691	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	42.17
122692	PUGET SOUND SECURITY	KEYS MADE	OPERA HOUSE	13.64
	PUGET SOUND SECURITY		OPERA HOUSE	13.64
	PUGET SOUND SECURITY		OPERA HOUSE	24.55
	PUGET SOUND SECURITY		PARK & RECREATION FAC	27.28
122693	PUGET SOUND SECURITY	SECURITY SERVICES	PROBATION	807.68
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,423.07
122694	QUEST SOFTWARE	APP ASSURE BACKUP MAINTENANCE	COMPUTER SERVICES	2,823.31
122695	RICKER, KIM	REIMBURSE JURY SNACK PURCHASE	MUNICIPAL COURTS	8.98
122696	RIDEN, JUDY	UTILITY TAX REBATE	NON-DEPARTMENTAL	56.12
122697	ROAD CONSTRUCTION	PAY ESTIMATE #1	SURFACE WATER CAPITAL PF	78,419.05
122698	ROBBINS, TAMARA	INSTRUCTOR SERVICES	RECREATION SERVICES	57.00
	ROBBINS, TAMARA		RECREATION SERVICES	60.00
	ROBBINS, TAMARA		RECREATION SERVICES	234.00
122699	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
	RUSDEN, JOHN		MUNICIPAL COURTS	925.00
122700	SCORE	INMATE MEDICAL	DETENTION & CORRECTION	90.00
	SCORE		DETENTION & CORRECTION	96.86
122701	SEA-ALASKA INDUSTRIA	REBUILD PUMP #1	SEWER LIFT STATION	1,440.12
122702	SHRED-IT US	MONTHLY SHREDDING SERVICE	UTIL ADMIN	4.56
	SHRED-IT US		ENGR-GENL	4.56
	SHRED-IT US		COMMUNITY DEVELOPMENT-	4.56
	SHRED-IT US		LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
122703	SMOKEY POINT CONCRET	DRAIN ROCK	STORM DRAINAGE	261.19
122704	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	-226.00
	SNO CO PUBLIC WORKS		ROADSIDE VEGETATION	18.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	150,210.00
122705	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	408.43
122706	SOLID WASTE SYSTEMS	HYDRAULIC PUMP ASSEMBLY	EQUIPMENT RENTAL	3,140.09
122707	SONITROL	SECURITY MONITORING SERVICES	UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	174.72

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/8/2018 TO 2/14/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
122707	SONITROL	SECURITY MONITORING SERVICES	SUNNYSIDE FILTRATION PLAI	239.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT F	534.76
122708	SOUND SAFETY	JEANS-HAYES	GENERAL SERVICES - OVERF	97.08
	SOUND SAFETY	BOOTS-HAYES	GENERAL SERVICES - OVERF	131.61
	SOUND SAFETY	JEANS AND SHOES-LEWIS	FACILITY MAINTENANCE	169.91
	SOUND SAFETY	BOOTS-POTTER	GENERAL SERVICES - OVERF	200.00
122709	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	1.97
	STAPLES		MUNICIPAL COURTS	54.54
	STAPLES		COMMUNITY DEVELOPMENT-	78.18
	STAPLES		MUNICIPAL COURTS	259.49
122710	STARK, JUDY	UTILITY TAX REBATE	NON-DEPARTMENTAL	34.39
122711	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIO	216.00
122712	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERF	3,750.00
	STRATEGIES 360		WASTE WATER TREATMENT F	3,750.00
	STRATEGIES 360		UTIL ADMIN	5,000.00
122713	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATIO	161.00
	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATIO	1,122.00
122714	SUPPLYWORKS	HAND WASH	MAINT OF GENL PLANT	73.27
122715	T & A SUPPLY CO INC	REMOVER	MAINT OF GENL PLANT	43.30
	T & A SUPPLY CO INC	SEALANT AND COVER BASE	WASTE WATER TREATMENT F	93.96
	T & A SUPPLY CO INC		UTIL ADMIN	93.96
122716	TAKLO, PATRICIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	42.42
122717	TEMPLE, ERICA	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
122718	THE RENTAL CONNECTIO		WATER/SEWER OPERATION	396.07
122719	THOMPSON, ELIZABETH	UTILITY TAX REBATE	NON-DEPARTMENTAL	46.16
122720	THORP, DWIGHT W		WATER/SEWER OPERATION	300.00
122721	TRANSPORTATION, DEPT	GUARDRAIL INSTALLATION	TRAFFIC CONTROL DEVICES	2,155.65
	TRANSPORTATION, DEPT	DE-ICER	SNOW & ICE CONTROL	3,090.24
122722	TULALIP TRIBES OF WA	PICTOMETRY PROJECT	WATER/SEWER OPERATION	-865.24
	TULALIP TRIBES OF WA		UTIL ADMIN	10,373.34
122723	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	42.85
122724	VALLEY ELECTRIC CO	PAY ESTIMATE #1	WATER CAPITAL PROJECTS	1,636.50
	VALLEY ELECTRIC CO		SEWER CAPITAL PROJECTS	8,264.33
122725	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	211.50
	WA STATE TREASURER		GENERAL FUND	28,484.76
122726	WALLACE, STEPHEN & N		WATER/SEWER OPERATION	53.38
122727	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	2,686.71
122728	WATER CANNON INC	SPRAY GUN	WATER/SEWER OPERATION	-7.10
	WATER CANNON INC		STORM DRAINAGE	42.49
	WATER CANNON INC		SEWER MAIN COLLECTION	42.49
122729	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,233.92
122730	WEED GRAAFSTRA	LEGAL SERVICES	GMA - STREET	42.00
	WEED GRAAFSTRA		LEGAL-GENL	48.75
	WEED GRAAFSTRA		UTIL ADMIN	48.75
122731	WHISTLE WORKWEAR	JEANS-HUDON	GENERAL SERVICES - OVERF	123.38
	WHISTLE WORKWEAR	JEANS-NEWMAN	GENERAL SERVICES - OVERF	123.38
	WHISTLE WORKWEAR	BOOTS-NEWMAN	GENERAL SERVICES - OVERF	148.08
	WHISTLE WORKWEAR	BOOTS-HUDON	GENERAL SERVICES - OVERF	187.58
	WHISTLE WORKWEAR	BOOTS-BILLIEU	UTIL ADMIN	200.00
122732	WILSON, ROY & MARY		WATER/SEWER OPERATION	9.35

DATE: 2/14/2018
TIME: 9:50:09AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 2/8/2018 TO 2/14/2018

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
122733	WINELAND, CARL	REIMBURSE MEALS	UTIL ADMIN	29.27
122734	WUNG, EDWARD	INTERPRETR SERVICES	COURTS	150.00
			WARRANT TOTAL:	<u>555,681.14</u>
			CHECK #108955	INITIATOR ERROR (321.38)
				<u>555,359.76</u>


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

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 26, 2018

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

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the February 20, 2018 payroll in the amount \$1,085,903.29, paid by EFT Transactions and Check No.'s 31372 through 31395.
COUNCIL ACTION:

BLANKET CERTIFICATION
PAYROLL
FOR PERIOD-2

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 **PAYROLL** IN THE AMOUNT OF **\$1,085,903.29** PAID BY **EFT TRANSACTIONS AND CHECK NO.'S 31372 THROUGH 31395** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS.

AUDITING OFFICER DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCILMEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE-MENTIONED **PAYROLL** ON THIS **26TH DAY OF FEBRUARY 2018.**

COUNCILMEMBER COUNCILMEMBER

COUNCILMEMBER COUNCILMEMBER

COUNCILMEMBER COUNCILMEMBER

COUNCILMEMBER COUNCILMEMBER

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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 26, 2018

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 February 21, 2018 claims in the amount of \$1,230,804.19 paid by EFT transactions and Check No. 122735 through 122922 with Check No. 117510 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-2

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,230,804.19 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 122735 THROUGH 122922 WITH CHECK NO. 117510 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 **26th DAY OF FEBRUARY 2018.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/15/2018 TO 2/21/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
122735	FIRST AMERICAN TITLE	CLOSING FUNDS-1311 4TH ST	NON-DEPARTMENTAL	496,579.94
122736	LICENSING, DEPT OF	CPL BATCH 2/16/18	GENERAL FUND	519.00
122737	10TH ST BOOSTERS	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
122738	AAKAVS CONSULTING	INITIAL LICENSING & WORK-TASKS	UTIL ADMIN	65,919.00
122739	ALL BATTERY SALES & ALL BATTERY SALES &	SOLENOID AND MODULE BATTERIES	EQUIPMENT RENTAL EQUIPMENT RENTAL	376.88 1,150.71
122740	ARAMARK UNIFORM ARAMARK UNIFORM ARAMARK UNIFORM	UNIFORM SERVICE LINEN SERVICE	SMALL ENGINE SHOP EQUIPMENT RENTAL OPERA HOUSE	6.55 72.22 97.26
122741	AWWA AWWA	WORKSHOP-LATIMER WORKSHOP-ZAHNOW	UTIL ADMIN UTIL ADMIN	80.00 80.00
122742	B&L INTERPRETING	INTERPRETER SERVICES	POLICE INVESTIGATION	63.65
122743	BANK OF AMERICA	PARKING REIMBURSEMENT	EXECUTIVE ADMIN	9.00
122744	BANK OF AMERICA	TRAINING REIMBURSEMENT	COMMUNITY DEVELOPMENT-	35.00
122745	BANK OF AMERICA		TRAINING	49.95
122746	BANK OF AMERICA	EMPLOYMENT AD REIMBURSEMENT	LEGAL-GENL	109.20
122747	BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA	SUPPLIES/PARKING REIMBURSEMENT	CITY STREETS ENGR-GENL TRANSPORTATION MANAGEM	-49.05 9.00 588.05
122748	BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA	TRAINING/TRAVEL REIMBURSEMENT	COMMUNITY DEVELOPMENT- CITY COUNCIL CITY COUNCIL EXECUTIVE ADMIN	40.00 189.21 190.00 335.60
122749	BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA	SPECIAL EVENT SUPPLIES/TRAININ	COMMUNITY CENTER OPERA HOUSE OPERA HOUSE RECREATION SERVICES PARK & RECREATION FAC RECREATION SERVICES EXECUTIVE ADMIN	26.16 49.93 99.23 161.85 180.00 489.37 654.60
122750	BERGER/ABAM ENGR BERGER/ABAM ENGR	PROFESSIONAL SERVICES	GMA - STREET GMA - STREET	4,354.54 51,842.49
122751	BICKFORD FORD BICKFORD FORD BICKFORD FORD	WIPER MOTOR ASSEMBLY DOOR HINGES 2018 FORD TRANSIT MINI VAN -#V	EQUIPMENT RENTAL EQUIPMENT RENTAL EQUIPMENT RENTAL	158.04 217.94 35,879.91
122752	BORDER, MAXINE BORDER, MAXINE BORDER, MAXINE	UTILITY TAX REBATE	UTIL ADMIN NON-DEPARTMENTAL UTIL ADMIN	40.79 71.63 193.44
122753	BOWER, DAVID		NON-DEPARTMENTAL	35.63
122754	BOWLES, SALLY		NON-DEPARTMENTAL	85.96
122755	CAPARAS, NANCY		NON-DEPARTMENTAL	82.05
122756	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	94.50
122757	CASCADE COLLISON	REPAIR ACCIDENT DAMAGE #J048	EQUIPMENT RENTAL	3,385.42
122758	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT F	12,504.61
122759	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	2,162.65
122760	CHAMBERLAIN,CASSANDR	UTILITY TAX REBATE	NON-DEPARTMENTAL	31.93
122761	CHRISTENSEN, ROBERT		NON-DEPARTMENTAL	21.93
122762	CLEAR IMAGE PHOTOGRA	EVENT PHOTOGRAPHY-DANCE	RECREATION SERVICES	1,554.68
122763	COMMERCIAL FIRE	FIRE EXTINGUISHERS	ER&R	650.54
122764	COOP SUPPLY COOP SUPPLY	BROOM, RAKE AND LIGHT BULBS RAKES	SEWER LIFT STATION ROADSIDE VEGETATION	67.55 87.26
122765	CORRECTIONS, DEPT OF CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION DETENTION & CORRECTION	133.56 2,407.82

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/15/2018 TO 2/21/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
122766	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	750.66
122767	CRAIG, JEANETTE	REFUND CLASS FEES	PARKS-RECREATION	35.00
122768	CRAVEN, JAMES	UTILITY TAX REBATE	NON-DEPARTMENTAL	93.14
122769	CROWLEY, MARGIL		NON-DEPARTMENTAL	88.30
122770	DAVIDSON, BRUCE		NON-DEPARTMENTAL	26.87
122771	DE-EL ENTERPRISES	BLINDS AND INSTALLATION	SUNNYSIDE FILTRATION PLAI	1,292.84
122772	DEAL, TONYA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
122773	DELL	MONITORS	IS REPLACEMENT ACCOUNTS	1,313.52
	DELL	SERVER WARRANTY EXTENSION	IS REPLACEMENT ACCOUNTS	2,401.68
122774	DIAMOND B CONSTRUCT	REPAIR HEATER-PW SHOP	MAINT OF GENL PLANT	264.57
122775	DICKS TOWING	TOWING EXPENSE-MP18-01216	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-04024	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-05982	POLICE PATROL	43.64
122776	DISCOUNTCELL INC	IPHONE CASES AND HOLDERS	INFORMATION SERVICES	-32.71
	DISCOUNTCELL INC		COMPUTER SERVICES	392.11
122777	DUPRE, ROBERTA	UTILITY TAX REBATE	UTIL ADMIN	40.79
	DUPRE, ROBERTA		NON-DEPARTMENTAL	61.74
	DUPRE, ROBERTA		UTIL ADMIN	152.08
122778	E&E LUMBER	FASTENER CREDIT	PARK & RECREATION FAC	-2.45
	E&E LUMBER	BRACKET AND CONCRETE	PARK & RECREATION FAC	13.40
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	16.74
	E&E LUMBER	INSULATION	UTIL ADMIN	21.57
	E&E LUMBER	PAINT	PARK & RECREATION FAC	21.96
	E&E LUMBER	TARPS AND BUNGEE CORDS	ROADWAY MAINTENANCE	29.30
	E&E LUMBER	RAIL, STAPLES AND PINS	UTIL ADMIN	44.62
	E&E LUMBER	CAP, FASTENERS, CONDUIT AND HA	STORM DRAINAGE	45.41
	E&E LUMBER	RAKES	PARK & RECREATION FAC	60.70
	E&E LUMBER	BROOM AND EXTENSION	PARK & RECREATION FAC	67.01
	E&E LUMBER	LUMBER	UTIL ADMIN	82.68
	E&E LUMBER	TAPE AND PAINT SUPPLIES	PARK & RECREATION FAC	96.31
	E&E LUMBER	TARP AND CONCRETE	PARK & RECREATION FAC	129.60
	E&E LUMBER	WATER TANK PARTS	SIDEWALKS MAINTENANCE	365.36
122779	EAST JORDAN IRON WOR	VALVE BOX AND LID CREDIT	WATER DIST MAINS	-563.07
	EAST JORDAN IRON WOR	VALVE BOX AND LIDS	WATER DIST MAINS	563.07
	EAST JORDAN IRON WOR	LIDS AND COVERS	WATER DIST MAINS	806.79
122780	EDWARDS, BARBARA	UTILITY TAX REBATE	UTIL ADMIN	40.79
	EDWARDS, BARBARA		UTIL ADMIN	152.08
122781	ELLIOTT, SHAREN		NON-DEPARTMENTAL	22.09
122782	EMERALD HILLS	COFFEE SUPPLIES-KBCC	BAXTER CENTER APPRE	27.35
	EMERALD HILLS	OPERA HOUSE COFFEE SUPPLIES	OPERA HOUSE	67.64
122783	ENVIRONMENTAL PRODUC	WASHDOWN GUN	SEWER MAIN COLLECTION	275.03
	ENVIRONMENTAL PRODUC		STORM DRAINAGE	275.04
122784	EPPERSON, BECKY	RENTAL FEE REFUND	PARKS-RENTS & ROYALTIES	100.00
122785	EVIDENT, INC.	EVIDENCE SUPPLIES	POLICE PATROL	172.84
122786	FASTENAL COMPANY	BLOODBORNE PATHOGEN KITS	PARK & RECREATION FAC	79.96
122787	FEDEX	SHIPPING EXPENSE	WATER QUAL TREATMENT	37.04
122788	FISHERIES SUPPLY	INVERTER ASSEMBLY	EQUIPMENT RENTAL	1,326.15
122789	FRAIZE, CHRISTINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	89.95
122790	FRANE, JEAN		NON-DEPARTMENTAL	172.08
122791	FRIESS, JENNIFER	REFUND SPECIAL EVENT FEES	PARKS-RECREATION	15.00
122792	GALLS, LLC	UNIFORM-ZARETZKE	POLICE PATROL	98.18
	GALLS, LLC	UNIFORM-ADAMS	POLICE PATROL	245.48
	GALLS, LLC	NIK KITS	POLICE PATROL	262.38

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122792	GALLS, LLC	UNIFORM-ADAMS	POLICE PATROL	272.77
	GALLS, LLC		POLICE PATROL	637.26
	GALLS, LLC	RECHARGEABLE FLASHLIGHTS	ER&R	647.13
	GALLS, LLC		ER&R	1,164.97
122793	GEIST, LOIS	REIMBURSE MEAL	UTIL ADMIN	15.00
122794	GENUINE AUTO GLASS	REPLACE WINDSHIELD-#P179	EQUIPMENT RENTAL	376.40
122795	GEOTEST SERVICES INC	GENERATOR UPGRADE PROJECT	WATER CAPITAL PROJECTS	964.30
122796	GESSNER, KEVIN	REIMBURSE MEAL	UTIL ADMIN	13.71
122797	GILBERT, CHARLES	UTILITY TAX REBATE	NON-DEPARTMENTAL	45.65
122798	GOVCONNECTION INC	NEMA 5-15P INPUT 5 FT CORD	COMPUTER SERVICES	162.54
	GOVCONNECTION INC	SYMANTEC ANTI VIRUS RENEWAL	COMPUTER SERVICES	4,626.10
122799	GREEN RIVER CC	TRAINING-PALITZ	UTIL ADMIN	210.00
122800	GREENSHIELDS	FITTING	EQUIPMENT RENTAL	5.07
	GREENSHIELDS	HOSE	EQUIPMENT RENTAL	36.35
122801	HANNAHS, JESSE	REIMBURSE MEAL	TRANSPORTATION MANAGEM	14.74
122802	HARBOR MARINE MAINT.	FUSES	EQUIPMENT RENTAL	64.37
122803	HARTMAN, ERIC & AREK	UB REFUND	WATER/SEWER OPERATION	189.12
122804	HD FOWLER COMPANY	METER BOX LIDS AND RISERS	WATER SERVICE INSTALL	889.93
122805	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	55,283.10
122806	HEALTH, DEPT OF	2018 ANNUAL FEE-003633	UTIL ADMIN	28,289.85
122807	HEALTH, DEPT OF	WDMI UPGRADE 14337-PALITZ	UTIL ADMIN	87.00
122808	HEATH, LESLIE	UTILITY TAX REBATE	UTIL ADMIN	40.79
	HEATH, LESLIE		NON-DEPARTMENTAL	43.89
	HEATH, LESLIE		UTIL ADMIN	152.08
122809	HENSRUDE, SCOTT	UB REFUND	WATER/SEWER OPERATION	2,358.98
122810	HEWLETT PACKARD	PRINTER/COPIER CHARGES	SEWER MAIN COLLECTION	4.21
	HEWLETT PACKARD		STORM DRAINAGE	4.21
	HEWLETT PACKARD		PARK & RECREATION FAC	9.92
	HEWLETT PACKARD		POLICE INVESTIGATION	12.90
	HEWLETT PACKARD		POLICE PATROL	15.91
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	19.45
	HEWLETT PACKARD		LEGAL - PROSECUTION	42.02
	HEWLETT PACKARD		WASTE WATER TREATMENT F	59.52
	HEWLETT PACKARD		CITY CLERK	65.71
	HEWLETT PACKARD		FINANCE-GENL	65.72
	HEWLETT PACKARD		MUNICIPAL COURTS	116.30
	HEWLETT PACKARD		UTILITY BILLING	153.47
	HEWLETT PACKARD		COMPUTER SERVICES	379.56
122811	HINKSON, VIOLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	36.76
122812	HOGLUNDS TOP SHOP	INSTALL BACK UP CAMERA #P180	EQUIPMENT RENTAL	920.37
122813	HYATT, JAMES	UTILITY TAX REBATE	NON-DEPARTMENTAL	41.37
122814	INTERMOUNTAIN LOCK	PANIC DEVICES AND CYLINDERS	OPERA HOUSE	526.19
122815	IRON MOUNTAIN	ROCK	WATER DIST MAINS	812.92
	IRON MOUNTAIN		ROADWAY MAINTENANCE	812.92
	IRON MOUNTAIN		SEWER MAIN COLLECTION	812.92
122816	J. THAYER COMPANY	OFFICE SUPPLIES	SUNNYSIDE FILTRATION PLAF	233.77
	J. THAYER COMPANY		WATER QUAL TREATMENT	233.78
122817	JADE LEARNING LLC	CODE CALCULATIONS ONLINE COURS	TRANSPORTATION MANAGEM	50.00
122818	KAISER PERMANENTE	IMMUNIZATIONS, SCREENING AND Q	POLICE PATROL	36.00
	KAISER PERMANENTE		POLICE INVESTIGATION	36.00
	KAISER PERMANENTE		YOUTH SERVICES	36.00
	KAISER PERMANENTE		PROPERTY TASK FORCE	36.00
	KAISER PERMANENTE		WASTE WATER TREATMENT F	40.00

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122818	KAISER PERMANENTE	IMMUNIZATIONS, SCREENING AND Q	EXECUTIVE ADMIN	55.00
	KAISER PERMANENTE	DOT PHYSICALS	SOLID WASTE OPERATIONS	95.00
	KAISER PERMANENTE	IMMUNIZATIONS, SCREENING AND Q	PRO ACT TEAM	112.00
	KAISER PERMANENTE	DOT PHYSICALS	UTIL ADMIN	156.00
	KAISER PERMANENTE		GENERAL SERVICES - OVERF	401.00
122819	KAUR, RAJWINDER	REFUND CLASS FEES	PARKS-RECREATION	60.00
122820	KELLER WILLIAMS	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
122821	KKXA 1520	ADVERTISING	OPERA HOUSE	150.00
122822	KNEPP, INESE	UTILITY TAX REBATE	NON-DEPARTMENTAL	38.38
122823	KORTEKAAS, MARTY	UB REFUND	WATER/SEWER OPERATION	65.29
122824	KRAFT, KIRK	REFUND SPECIAL EVENT FEES	PARKS-RECREATION	25.00
122825	KUNKEL, ADOLPH	UTILITY TAX REBATE	NON-DEPARTMENTAL	48.74
122826	LAMBERT, GEORGIA		NON-DEPARTMENTAL	62.39
122827	LANG, HENRY		NON-DEPARTMENTAL	36.29
122828	LASTING IMPRESSIONS	UNIFORM-ADAMS	POLICE PATROL	24.00
	LASTING IMPRESSIONS	UNIFORM-BURNETT	POLICE PATROL	24.00
122829	LATLIP, LEO	UTILITY TAX REBATE	NON-DEPARTMENTAL	87.44
122830	LES SCHWAB TIRE CTR	TIRE CREDIT	ER&R	-252.78
	LES SCHWAB TIRE CTR	TIRE	ER&R	252.78
	LES SCHWAB TIRE CTR	TIRES	ER&R	252.78
	LES SCHWAB TIRE CTR	TUBELESS TIRES AND VALVES	EQUIPMENT RENTAL	2,516.96
122831	LIGHT BRIGADE	FIBER OPTICS TRAINING-HANNAHS	TRANSPORTATION MANAGEM	1,845.00
122832	LONGFIELD, AUTUMN	UTILITY TAX REBATE	NON-DEPARTMENTAL	98.55
122833	LOWES HIW INC	PROTECTION CARPET SPRAY	UTIL ADMIN	60.50
122834	LUCKEY, MYRA	UTILITY TAX REBATE	UTIL ADMIN	40.79
	LUCKEY, MYRA		NON-DEPARTMENTAL	42.20
	LUCKEY, MYRA		UTIL ADMIN	152.08
122835	MADDY, JIMMY A	UB REFUND	WATER/SEWER OPERATION	179.64
122836	MARYSVILLE PRINTING	BUSINESS CARDS	CITY COUNCIL	705.81
122837	MARYSVILLE, CITY OF	UTILITY SERVICE-1635 GROVE ST	PUBLIC SAFETY BLDG	2,954.52
122838	MASSEY, ROBERT	UTILITY TAX REBATE	NON-DEPARTMENTAL	84.88
122839	MASSIE, IRIS		NON-DEPARTMENTAL	87.89
122840	MCKELVEY-BITTO, M		NON-DEPARTMENTAL	89.72
122841	MCLOUGHLIN & EARDLEY	LED STROBE LIGHTS	ER&R	343.39
	MCLOUGHLIN & EARDLEY	LIGHT BAR	EQUIPMENT RENTAL	525.83
122842	MILLER, PENNY	UTILITY TAX REBATE	UTIL ADMIN	40.79
	MILLER, PENNY		NON-DEPARTMENTAL	84.92
	MILLER, PENNY		UTIL ADMIN	152.08
122843	MORRISON, DEBORAH		NON-DEPARTMENTAL	63.62
122844	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WA	WASTE WATER TREATMENT F	14.03
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	14.04
	MOUNTAIN MIST		SEWER MAIN COLLECTION	14.04
122845	MURRIL, JEAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	84.82
122846	NATIONAL WASTE	MEMBERSHIP RENEWAL-LATIMER	SOLID WASTE OPERATIONS	160.00
122847	NELSON, SUSAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	17.06
122848	NEWMAN, EMILY		NON-DEPARTMENTAL	80.05
122849	NORDSTROM, BRENDA	REFUND SPECIAL EVENT FEES	PARKS-RECREATION	15.00
122850	NORRIS, TODD ALLEN	UB REFUND	WATER/SEWER OPERATION	25.00
122851	NORTH SOUND HOSE	SPRAY TANK PARTS	SIDEWALKS MAINTENANCE	54.56
122852	NORTHWESTERN AUTO	REPAIR ACCIDENT DAMAGE #J028	EQUIPMENT RENTAL	1,659.30
122853	OBOM CONSTRUCTION	BUILD HANDICAP RAMP AND RAILS-	OPERA HOUSE	4,998.96
122854	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	15.21
	OFFICE DEPOT		UTILITY BILLING	21.25

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122854	OFFICE DEPOT	OFFICE SUPPLIES	COMPUTER SERVICES	25.77
	OFFICE DEPOT		WATER FILTRATION PLANT	33.14
	OFFICE DEPOT	CALENDARS	WASTE WATER TREATMENT F	54.55
	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	54.55
	OFFICE DEPOT		POLICE INVESTIGATION	65.39
	OFFICE DEPOT		DETENTION & CORRECTION	88.77
	OFFICE DEPOT		POLICE INVESTIGATION	163.16
	OFFICE DEPOT		UTILITY BILLING	216.40
	OFFICE DEPOT		SMALL ENGINE SHOP	283.15
	OFFICE DEPOT		PURCHASING/CENTRAL STOF	284.14
122855	PART WORKS INC, THE	LIFT STATION/WATCHDOG METER PA	WATER CROSS CNTL	1,102.47
	PART WORKS INC, THE		SEWER LIFT STATION	1,102.48
122856	PARTS STORE, THE	FILTERS	ER&R	100.70
122857	PETROCARD SYSTEMS	FUEL CONSUMED	EQUIPMENT RENTAL	41.33
	PETROCARD SYSTEMS		ENGR-GENL	69.25
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	80.75
	PETROCARD SYSTEMS		STORM DRAINAGE	147.88
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	329.35
	PETROCARD SYSTEMS		PARK & RECREATION FAC	472.29
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,649.55
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,487.72
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,584.35
	PETROCARD SYSTEMS		POLICE PATROL	8,067.87
122858	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	30.26
	PGC INTERBAY LLC		PRO-SHOP	40.00
	PGC INTERBAY LLC		MAINTENANCE	41.80
	PGC INTERBAY LLC		PRO-SHOP	46.87
	PGC INTERBAY LLC		GOLF COURSE	70.00
	PGC INTERBAY LLC		PRO-SHOP	94.00
	PGC INTERBAY LLC		PRO-SHOP	110.00
	PGC INTERBAY LLC		MAINTENANCE	132.47
	PGC INTERBAY LLC		PRO-SHOP	139.64
	PGC INTERBAY LLC		PRO-SHOP	161.20
	PGC INTERBAY LLC		MAINTENANCE	195.18
	PGC INTERBAY LLC		PRO-SHOP	226.00
	PGC INTERBAY LLC		PRO-SHOP	274.64
	PGC INTERBAY LLC		PRO-SHOP	318.45
	PGC INTERBAY LLC		MAINTENANCE	531.18
	PGC INTERBAY LLC		GOLF COURSE	840.98
	PGC INTERBAY LLC		MAINTENANCE	971.34
	PGC INTERBAY LLC		MAINTENANCE	1,001.24
	PGC INTERBAY LLC		MAINTENANCE	2,490.84
	PGC INTERBAY LLC		MAINTENANCE	4,162.84
122859	PLASTICWATERTANKS.CO	ELLIPTICAL TANK	ER&R	-69.61
	PLASTICWATERTANKS.CO		EQUIPMENT RENTAL	834.53
122860	PLATT ELECTRIC	REPAIR PARTS	PUMPING PLANT	22.03
	PLATT ELECTRIC		PUMPING PLANT	25.63
	PLATT ELECTRIC	MOTOR START CAPS	SEWER LIFT STATION	60.59
	PLATT ELECTRIC	FIBER INSTALLATION PARTS	PUMPING PLANT	101.41
	PLATT ELECTRIC	FUSES	WASTE WATER TREATMENT F	150.33
122861	POLLARDWATER.COM	SETTER	WATER DIST MAINS	162.79
122862	POST, CINDY	UTILITY TAX REBATE	NON-DEPARTMENTAL	22.90
122863	POSTAL SERVICE	POSTAGE	COMMUNICATION CENTER	2,500.00

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122864	PROPST, THOMAS & KAT	UB REFUND	WATER/SEWER OPERATION	79.38
122865	PUBLIC SAFETY SELECT	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	1,200.00
122866	PUD	ACCT #2213-2916-2	GMA - STREET	15.58
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	17.01
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	18.14
	PUD	ACCT #2020-1181-3	PUMPING PLANT	18.82
	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	21.31
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	25.78
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	41.65
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	43.72
	PUD	ACCT #2025-2469-0	PUMPING PLANT	53.89
	PUD	ACCT #2035-0002-0	STREET LIGHTING	56.39
	PUD	ACCT #2211-1593-4	MAINT OF GENL PLANT	64.03
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	67.00
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	71.15
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	71.17
	PUD	ACCT #2206-8134-0	STORM DRAINAGE	81.22
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	130.14
	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	133.63
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	177.15
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG	240.04
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	417.13
	PUD	ACCT #2021-7733-3	MAINT OF GENL PLANT	762.65
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	815.80
	PUD	ACCT #2011-4725-3	PUMPING PLANT	1,105.51
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	1,251.56
122867	RADIA INC PS	INMATE MEDICAL CARE	DETENTION & CORRECTION	200.00
	RADIA INC PS		DETENTION & CORRECTION	200.00
	RADIA INC PS		DETENTION & CORRECTION	450.00
122868	RASMUSSEN, DOLORES	UTILITY TAX REBATE	NON-DEPARTMENTAL	112.08
122869	REES, JEAN D		UTIL ADMIN	40.79
	REES, JEAN D		NON-DEPARTMENTAL	75.58
	REES, JEAN D		UTIL ADMIN	152.08
122870	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER DIST MAINS	3,560.81
	RH2 ENGINEERING INC		SOURCE OF SUPPLY	4,883.29
122871	ROLLINS, COLLEEN	UTILITY TAX REBATE	UTIL ADMIN	40.79
	ROLLINS, COLLEEN		NON-DEPARTMENTAL	85.23
	ROLLINS, COLLEEN		UTIL ADMIN	152.08
122872	ROTH, STEPHEN & TINA	UB REFUND	WATER/SEWER OPERATION	5.18
122873	ROTHROCK, CHARLES	UTILITY TAX REBATE	UTIL ADMIN	40.79
	ROTHROCK, CHARLES		NON-DEPARTMENTAL	42.24
	ROTHROCK, CHARLES		UTIL ADMIN	193.44
122874	RUSSELL, VICTORIA		NON-DEPARTMENTAL	77.56
122875	SAFETY SOURCE LLC	BACK PLUG AND HOSE	SOURCE OF SUPPLY	981.90
122876	SAFeway INC.	VINEGAR AND CHLORINE	SUNNYSIDE FILTRATION PLAI	23.55
122877	SAFeway INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	113.27
122878	SAFeway INC.	INMATE/MEETING/INTERVIEW SUPPL	DETENTION & CORRECTION	85.91
	SAFeway INC.		DETENTION & CORRECTION	92.71
	SAFeway INC.		POLICE ADMINISTRATION	111.21
122879	SAFeway INC.	SPECIAL EVENT SUPPLIES	PARK & RECREATION FAC	23.19

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122879	SAFEWAY INC. SAFEWAY INC.	SPECIAL EVENT SUPPLIES	COMMUNITY CENTER	47.70
			RECREATION SERVICES	265.48
122880	SCORE	INMATE HOUSING	DETENTION & CORRECTION	18,600.00
122881	SCWBOA	REFEREES	RECREATION SERVICES	4,088.00
122882	SEATTLE TIMES, THE	SUBSCRIPTION	EXECUTIVE ADMIN	105.30
122883	SERS	SERS ANNUAL ASSESSMENT	COMMUNICATION CENTER	200,338.00
122884	SHERWIN WILLIAMS	RETURN CANVAS DROP	UTIL ADMIN	-56.80
	SHERWIN WILLIAMS	CANVAS DROP	UTIL ADMIN	56.80
	SHERWIN WILLIAMS	PAINT AND SUPPLIES	MAINT OF GENL PLANT	94.22
	SHERWIN WILLIAMS	PRIMER	MAINT OF GENL PLANT	212.53
122885	SHORELINE COMMUNITY	VMMC REGISTRATION (2)	EQUIPMENT RENTAL	1,190.00
122886	SHRED-IT US	MONTHLY SHREDDING SERVICE	CITY CLERK	4.56
	SHRED-IT US		PERSONNEL ADMINISTRATIO	4.56
	SHRED-IT US		POLICE PATROL	63.84
122887	SKAGGS, Lyla	UTILITY TAX REBATE	NON-DEPARTMENTAL	51.93
122888	SNO CO TREASURER	VEST-ADAMS	POLICE PATROL	613.71
122889	SNOHOMISH CO 911	DISPATCH SERVICES	COMMUNICATION CENTER	84,327.15
122890	SONITROL	MONITORING-PSB	PUBLIC SAFETY BLDG	260.09
122891	SOUND PUBLISHING	LEGAL AD	CITY CLERK	73.98
122892	SOUND PUBLISHING	EMPLOYMENT ADS	SOLID WASTE OPERATIONS	177.30
	SOUND PUBLISHING		EQUIPMENT RENTAL	177.30
	SOUND PUBLISHING		GENERAL SERVICES - OVERF	349.60
122893	SOUND SAFETY	SAFETY & UNIFORM-SZECHENYI	PARK & RECREATION FAC	15.13
	SOUND SAFETY	SAFETY & BOOTS-ROTH	PARK & RECREATION FAC	28.25
	SOUND SAFETY	SAFETY & BOOTS-AKAU	PARK & RECREATION FAC	31.26
	SOUND SAFETY	SAFETY & UNIFORM-CHRISMAN	PARK & RECREATION FAC	60.61
	SOUND SAFETY	SAFETY & UNIFORM-PHELPS	PARK & RECREATION FAC	63.85
	SOUND SAFETY	BOOTS-DEAVER	TRANSPORTATION MANAGEM	122.85
	SOUND SAFETY	SAFETY & BOOTS-AKAU	PARK & RECREATION FAC	124.13
	SOUND SAFETY	JEANS-STROPE	UTIL ADMIN	135.97
	SOUND SAFETY	BOOTS-MATTHEWS	TRANSPORTATION MANAGEM	140.25
	SOUND SAFETY	BOOTS-WOOD	GENERAL SERVICES - OVERF	159.61
	SOUND SAFETY	BOOTS-STROPE	UTIL ADMIN	164.55
	SOUND SAFETY	JEANS-KINNEY	TRANSPORTATION MANAGEM	191.40
	SOUND SAFETY	BOOTS-GEIST	UTIL ADMIN	200.00
	SOUND SAFETY	JEANS-WOOD	GENERAL SERVICES - OVERF	202.91
	SOUND SAFETY	SAFETY & BOOTS-ROTH	PARK & RECREATION FAC	220.03
	SOUND SAFETY	JEANS AND BOOTS-SPRAGUE	UTIL ADMIN	245.55
	SOUND SAFETY	SAFETY & UNIFORM-SZECHENYI	PARK & RECREATION FAC	263.76
	SOUND SAFETY	BOOTS AND JEANS-MALLAHAN	SOLID WASTE OPERATIONS	363.75
	SOUND SAFETY	SAFETY & UNIFORM-CHRISMAN	PARK & RECREATION FAC	421.12
	SOUND SAFETY	SAFETY & UNIFORM-PHELPS	PARK & RECREATION FAC	556.12
122894	SPRINGBROOK NURSERY	GRAVEL	PARK & RECREATION FAC	25.57
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	25.57
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	25.58
122895	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	161.69
122896	STATE PATROL	FINGERPRINT ID SERVICES	GENERAL FUND	360.00
122897	STRAKELE, DAVID	REFUND SPECIAL EVENT FEES	PARKS-RECREATION	20.00
122898	STRAND, KAREN	UTILITY TAX REBATE	NON-DEPARTMENTAL	34.04
122899	SUPERION LLC	TRAKIT END USER LICENSE RENEWA	COMMUNITY SERVICES UNIT	400.03
122900	SURPLUS AMMO & ARMS	ATPC SPEAR KIT	POLICE PATROL	6,434.67
122901	THOMPSON, STELLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	21.20
122902	THORP, DENISE		NON-DEPARTMENTAL	9.56

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 INVOICE LIST**

FOR INVOICES FROM 2/15/2018 TO 2/21/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
122903	THYSSENKRUPP ELEVATO THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	CITY HALL	303.96
			PUBLIC SAFETY BLDG	303.96
122904	TOCCO, LEAH TOCCO, LEAH	REIMBURSE MEETING SUPPLIES	CITY COUNCIL	23.98
			EXECUTIVE ADMIN	63.95
122905	TRIPLEPOINT ENVIRO	LAGOON TRAINING-LATIMER	UTIL ADMIN	130.00
122906	TUCKER, JASON TUCKER, JASON	UB REFUND	WATER/SEWER OPERATION	25.29
			WATER/SEWER OPERATION	204.06
122907	TURK, JERRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	52.90
122908	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	64.39
122909	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	557.48
122910	VALDES, MALINDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	68.53
122911	VERIZON	WIRELESS CHARGES	CRIME PREVENTION	24.89
	VERIZON		PURCHASING/CENTRAL STOF	24.89
	VERIZON		UTILITY BILLING	49.78
	VERIZON		PERSONNEL ADMINISTRATIOI	55.41
	VERIZON		EQUIPMENT RENTAL	105.19
	VERIZON		PROPERTY TASK FORCE	110.82
	VERIZON		FACILITY MAINTENANCE	110.82
	VERIZON		FINANCE-GENL	120.82
	VERIZON		LEGAL-GENL	120.82
	VERIZON		LEGAL - PROSECUTION	176.23
	VERIZON		RECREATION SERVICES	179.86
	VERIZON		PARK & RECREATION FAC	185.49
	VERIZON		SOLID WASTE CUSTOMER EX	199.12
	VERIZON		OFFICE OPERATIONS	210.38
	VERIZON		EXECUTIVE ADMIN	231.64
	VERIZON		MUNICIPAL COURTS	246.25
	VERIZON		COMMUNITY SERVICES UNIT	261.65
	VERIZON		YOUTH SERVICES	277.05
	VERIZON		WATER SUPPLY MAINS	320.08
	VERIZON		GENERAL SERVICES - OVERH	359.04
	VERIZON		WATER QUAL TREATMENT	376.05
	VERIZON		DETENTION & CORRECTION	426.39
	VERIZON		WASTE WATER TREATMENT F	428.24
	VERIZON		SOLID WASTE OPERATIONS	440.11
	VERIZON		COMMUNITY DEVELOPMENT-	474.69
	VERIZON		STORM DRAINAGE	500.54
	VERIZON		ENGR-GENL	596.20
	VERIZON		COMPUTER SERVICES	626.91
	VERIZON		POLICE ADMINISTRATION	739.82
	VERIZON		POLICE INVESTIGATION	773.70
	VERIZON		UTIL ADMIN	1,710.59
	VERIZON		POLICE PATROL	4,779.19
122912	VINYL SIGNS & BANNER	SIGNS AND A BOARDS	RECREATION SERVICES	592.63
122913	WA AUDIOLOGY SRVCS	ANALYSIS, DATA ENTRY & MANAGEM	EXECUTIVE ADMIN	160.00
122914	WAXIE SANITARY SUPPL WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	OPERA HOUSE	256.60
			PARK & RECREATION FAC	1,011.04
122915	WCIA	NOTARY BOND-BROCK	CITY CLERK	40.00
122916	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	258.73
122917	WESTERN PETERBILT WESTERN PETERBILT	CLEAR LIGHTS SENSOR KITS, SCREEN AND FITTIN	ER&R	315.27
			ER&R	875.25
122918	WHISTLE WORKWEAR WHISTLE WORKWEAR	JEANS-BRYANT, R JEANS-WARD	UTIL ADMIN	133.25
			UTIL ADMIN	133.25

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 2/15/2018 TO 2/21/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
122918	WHISTLE WORKWEAR	BOOTS-ERICKSON	EQUIPMENT RENTAL	157.95
	WHISTLE WORKWEAR	BOOTS-SCOTT	EQUIPMENT RENTAL	157.95
	WHISTLE WORKWEAR	ROMEOS AND BOOTS-BOND	PURCHASING/CENTRAL STOF	167.82
	WHISTLE WORKWEAR	BOOTS-CARDON	EQUIPMENT RENTAL	177.70
	WHISTLE WORKWEAR	BOOTS-BRYANT, R	UTIL ADMIN	200.00
	WHISTLE WORKWEAR	BOOTS-WARD	UTIL ADMIN	200.00
122919	WHITE CAP CONSTRUCT	EYE WASH	PARK & RECREATION FAC	217.98
122920	WHITE, WILLIAM	UTILITY TAX REBATE	NON-DEPARTMENTAL	59.78
122921	WILBORN, MICHAEL		WATER/SEWER OPERATION	1,447.23
122922	YAKIMA COUNTY DOC	INMATE HOUSING	DETENTION & CORRECTION	9,216.90

WARRANT TOTAL: 1,232,251.42

CHECK #117510 CHECK LOST IN MAIL (1447.23)

1,230,804.19

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

Index #4

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 26, 2018

AGENDA ITEM: Community Development Block Grant – Program Year 2018 Annual Action Plan	AGENDA SECTION: Public Hearing	
PREPARED BY: Amy Hess, Associate Planner	APPROVED BY:	
ATTACHMENT: 1. Citizen Advisory Committee AAP Recommendation 2. PY2018 Annual Action Plan Executive Summary		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

On January 8, 2018, Marysville City Council affirmed the Citizen Advisory Committees (CAC) CDBG Program Year (PY) 2018-2019 funding allocations and directed staff to prepare a PY2018 Annual Action Plan (AAP).

Staff prepared a DRAFT PY2018 AAP that was made available for 30-day public review and comment from February 3, 2018 – March 6, 2018. No public comments related to the AAP have been received as of the date of this hearing. The PY2018 AAP provides specific housing and community development actions in accordance with the adopted 2015-2019 Consolidated Plan. No changes in the approved funding were recommended by the CAC. At this time, the City of Marysville has not received its final funding allocation from the U.S. Department of Housing and Urban Development (HUD). The award amounts listed in Exhibit A are contingent upon the level of funding awarded to the City of Marysville and may be increased or decreased depending on the final CDBG allocation.

On January 29, 2018, the CAC reviewed the Draft PY2018 AAP and made a recommendation to approve as presented. The full PY2018 AAP can be viewed [here](#).

RECOMMENDED ACTION:

Approve the Program Year 2018 Annual Action Plan, as recommended by the Citizen Advisory Committee, provide a summary of, and response to any comments received during the public hearing or remaining public comment period, into the Program Year 2018 Annual Action Plan, and direct staff to forward Program Year 2018 Annual Action Plan to the U.S. Department of Housing and Urban Development.

COUNCIL ACTION:



COMMUNITY DEVELOPMENT DEPARTMENT
 80 Columbia Avenue ♦ Marysville, WA 98270
 (360) 363-8100 ♦ (360) 651-5099 FAX

CDBG - PY2018 Funding Recommendation

The Citizen Advisory Committee (CAC) for Housing and Community Development, having held a public meeting, on January 29, 2017, in review of Program Year (PY) 2018 Community Development Block Grant (CDBG) Annual Action Plan (AAP), in accordance with the City of Marysville 2015 – 2019 Consolidated Plan that was approved by the U.S. Department of Housing and Urban Development (HUD), and having provided notice of 30-day public comment for the DRAFT PY2018 CDBG AAP on February 3, 2018, does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

FINDINGS:

1. The CDBG program applications for PYs 2018 & 2019 were released on September 30, 2017 with a submittal deadline of November 27, 2017.
2. On December 14, 2017, the CAC recommended three (3) Capital Projects and four (4) Public Service organizations receive CDBG funding for PY2018.
3. On January 8, 2018 Marysville City Council affirmed the CAC recommendation and funding allocation for PY2018 and PY2019 and directed Staff to notify PY2018 and PY2019 subrecipients of the funding recommendation and prepare a PY2018 CDBG AAP.
4. The DRAFT PY2018 CDBG AAP was made available for public review and comment from February 3, 2018 through March 6, 2018.
5. The CAC recommends Staff incorporate any comments received during the public comment period or public hearing into the PY2018 AAP, as appropriate.
6. At this time the City of Marysville has not received its final funding allocation from the U.S. Department of Housing and Urban Development (HUD). The award amounts listed in Exhibit A are contingent upon the level of funding awarded to the City of Marysville and may be increased or decreased depending on the final CDBG allocation.
7. The CAC held a public meeting on January 29, 2018 to review the PY2018 CDBG AAP and make a recommendation to City Council.

CONCLUSIONS:

At the public meeting, held on January 29, 2018, the CAC recommended Marysville City Council approve the PY2018 CDBG AAP, as presented, and incorporate any comments received as appropriate.

RECOMMENDATION:

Forwarded to the Marysville City Council as a Recommendation to approve the PY2018 CDBG AAP attached hereto, and authorize the Mayor to execute contracts for the amounts awarded, this **7th day of February 2018**.

By: 
 Greg Kanehen, CAC Chair

Program Year 2018 DRAFT Annual Action Plan

Executive Summary

City of Marysville

Community Development Department
80 Columbia Avenue
Marysville, WA 98270
360.363.8100
marysvillewa.gov



Executive Summary

Each year of the Consolidated Plan, the City is required to develop an Annual Action Plan, which outlines the specific projects and funding allocations for the program year. Funded projects and activities are designed to support the strategies and objectives described in the Strategic Plan.

Evaluation of past performance

There has been great success in assisting underserved populations with household repairs and chores, which enables them to retain their independence and remain in their homes. Over 100 individuals benefit annually from the CDBG funds allocated to the agencies that provide minor home repair and chore services to low-income seniors and disabled persons. The agencies are providing a much-needed service and acting in a timely manner.

Another need that has been served by the allocation of CDBG funds has been assistance to homeless and at risk of homelessness individuals and families. For each of the Program Years that have been completed, 70 individuals (20 families) had access to transitional housing as well as supportive services to aid them in moving towards securing permanent housing.

The Marysville Food Bank Backpack program was very successful in providing nutritious meals to low income children throughout the City. With CDBG funds, the program was able to expand from only Elementary schools to all of the middle and high schools within the City, providing nearly 600 meals. A service that provides low-income senior and disabled adults with nutritious meals at their homes, alleviating the stress and health issues associated with food insecurity, has exceeded its goals in the past years.

Capital projects throughout the City, including park and sidewalk improvements, and improvements to local facilities such as the Boys and Girls Club, have been completed. These projects improve access to improved facilities for low-moderate income individuals.

Annual Action Plan Activities

The biennial grant application release was completed in September of 2018. On December 14, 2017, the CAC held a public meeting allowing each applicant to present their proposed projects, 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 for both the 2018 and 2018 Program Years.

The following activities were awarded PY2018 funds and are included in the 2018 Annual Action Plan (AAP):

Organization	Activity	PY2018 CAC Recommendation
CAPITAL PROJECTS (65% minimum)		
City of Marysville Public Works	Crosswalk Improvement Program	\$86,000
Homage Senior Services	Minor Home Repair	\$81,000
Boys & Girls Club of Snohomish County	Marysville Club Capital Upgrades	\$51,000
TOTAL (65.27%)		\$218,000
Organization	Activity	PY2018 CAC Recommendation
PUBLIC SERVICES (15% maximum)		
Homage Senior Services	Meals on Wheels	\$12,000
Catholic Community Services	Volunteer Chore Services	\$6,609
Housing Hope	Beachwood Apartments	\$13,891
Marysville Community Food Bank	Food for Thought Backpack Program	\$17,500
TOTAL (14.97%)		\$50,000
Organization	Activity	PY2018 CAC Recommendation
ADMINISTRATION (20% maximum)		
City of Marysville	Planning and Administration	\$66,000
TOTAL (19.76%)		\$68,000
TOTAL FUNDS ANTICIPATED		\$334,000

2015-2019 Strategic Plan

The five-year strategies and objectives set forth in this Consolidated Plan to help address local priority housing and community development needs are outlined below. The activities allocated PY2017-18 funds support these strategies and objectives.

Affordable Housing	
Housing Strategy 1 (AHS-1)	Enable homeowners to remain in their homes, primarily benefiting seniors, persons with disabilities, and very low-income persons
Housing Objective 1 (AHO-1)	Provide assistance for improving the safety and accessibility of housing units that benefit seniors and persons with physical or developmental disabilities
Housing Objective 2 (AHO-2)	Assist very low-, low-, and moderate-income homeowners improve the safety of their homes, with priority given to very low-income households
Housing Strategy 2 (AHS-2)	Preserve and increase the affordable housing stock
Homeless	
Homeless Strategy 1 (HMS-1)	Work to reduce and end homelessness
Homeless Objective 1 (HMO-1)	Assist persons at risk of becoming homeless by providing support for homeless prevention programs
Homeless Objective 2 (HMO-2)	Assist homeless persons in the transition to self-sufficiency by supporting transitional, permanent supportive, and permanent affordable housing and related services, giving priority to families
Homeless Objective 3 (HMO-3)	Support emergency shelters meeting the needs of homeless Marysville families or runaway youth
Non-homeless Special Needs	
Special Needs Strategy 1 (SNS-1)	Support an environment that allows special needs populations to safely live with dignity and independence
Special Needs Objective 1 (SNO-1)	Provide support for housing and social services programs that enable special needs populations to safely live with dignity and independence
Community Development	
Community Development Strategy 1 (CDS-1)	Promote a suitable living environment, dignity, self-sufficiency, and economic advancement for low- and moderate-income persons
Community Development Strategy 2 (CDS-2)	Promote living wage job creation and retention that benefits low- and moderate-income individuals
Public Facilities Objective 1 (PFO-1)	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in public facilities
Public Facilities Objective 2	Eliminate blighting influences and the deterioration of property and

(PFO-2)	facilities in low- and moderate-income areas by providing funds for rehabilitation
Public Facilities Objective 3 (PFO-3)	Increase access to quality public and private facilities in low- and moderate-income areas by providing funds for rehabilitation
Infrastructure Objective 1 (INO-1)	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in infrastructure
Public Services Objective 1 (PSO-1)	Invest in public services concerned with employment, particularly of low- and moderate-income individuals
Public Services Objective 2 (PSO-2)	Support programs that provide homeless, special needs, and low-income populations with basic needs and access to essential services, such as transportation, health care, childcare, case management, and legal assistance
Economic Development Objective 1 (EDO-1)	Provide support for the establishment, stabilization, and expansion of small businesses (including micro-businesses) that benefit low- and moderate-income individuals

As the City pursues these strategies and objectives over the next year, the affordability of decent rental and owned housing units for Marysville’s low- and moderate-income residents, as well as the availability and accessibility of decent housing for people who are homeless or have special needs, should increase. Continued support for public services should aid in the availability, accessibility, and sustainability, including establishing permanent supportive housing, of a suitable living environment for low- and moderate-income residents. Additional public facility and infrastructure improvements will add to the availability, accessibility and sustainability of a suitable living environment for low-and moderate-income residents.

Index #5

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 2/26/2018

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 2018 RELATING TO ANNEXATIONS.	
PREPARED BY: Sandy Langdon, Finance Dir. DEPARTMENT: Finance	DIRECTOR APPROVAL:
ATTACHMENTS: Proposed 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 \$13,148,159 to provide municipal services to the annexation area which exceeds the projected general revenue to be \$8,312,609 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 \$4,835,550. The estimated 0.2% of 2018 retail sales is \$2,326,949.

RECOMMENDED ACTION: Staff recommends Council adopt the ordinance to continue to impose 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 2018 relating to annexations.
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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 2017 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 \$13,148,159 to provide municipal services to the annexation area exceeds the projected general revenue estimated to be \$8,312,609 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 \$4,835,550; 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 2017.

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 2018 is \$8,312,609.

Section 3. Threshold amount. The threshold amount for the Central Marysville Annexation Area for fiscal year 2018 for imposing the sales and use tax credit under RCW 82.14.415 is \$4,835,550.

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 February, 2018.

JON NEHRING, Mayor

ATTEST:

TINA BROCK, Deputy City Clerk

APPROVED AS TO FORM:

JON WALKER, City Attorney

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 02/26/2018

AGENDA ITEM:	
Resolution adopting the City of Marysville Records and Information Management Program/Public Record Act Rules	
PREPARED BY:	DIRECTOR APPROVAL:
Jan Berg, City Clerk	
DEPARTMENT:	
City Clerk	
ATTACHMENTS:	
Resolution Records and Information Management Program	
BUDGET CODE:	AMOUNT:
SUMMARY:	
Public Records Act, chapter 42.56 RCW requires cities to adopt rules of procedure consistent with the Public Records Act Rules. Effective July 23, 2017, revisions to the Public Records Laws and Model Rules went into effect. The attached City of Marysville Records and Information Management Program fulfill these requirements and were developed using the Attorney General's Office advisory Model Rules for disclosure of public records.	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Resolution adopting the City of Marysville Records and Information Management Program/Public Record Act Rules including updating the public record fee schedule.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO PUBLIC RECORDS; ADOPTING PUBLIC RECORDS ACT RULES; ISSUING A FORMAL ORDER THAT MAINTAINING AN INDEX WOULD BE UNDULY BURDENSOME, ORDERING PUBLICATION OF THIS RESOLUTION AND THE PUBLIC RECORDS ACT RULES AND APPOINTING THE CITY CLERK AS THE PUBLIC RECORDS OFFICER.

WHEREAS, the Public Records Act, chapter 42.56 RCW (PRA), requires cities to adopt rules of procedure consistent with the intent of the Public Records Act, to provide full public access to public records, to protect public records from damage or disorganization, and to prevent excessive interference with essential City functions; and

WHEREAS, the Public Records Act requires the City to make public records available for inspection and copying, subject to certain exemptions; and

WHEREAS, the City Council supports the policy of the Public Records Act, to provide citizens with broad access to public records; and

WHEREAS, the City Council desires to update its current public records regulations in order to conform with changes to state law; and

WHEREAS, the attached City of Marysville Records and Information Management Program/ Public Records Act Rules ("PRA Rules") fulfill these requirements and were developed using the Attorney General's Office advisory Model Rules for disclosure of public records; and

WHEREAS, RCW 42.56.070 requires all cities and public agencies to maintain and make available a current index of public records; and

WHEREAS, RCW 42.56.070(4) provides that if maintaining such an index would be unduly burdensome or interfere with agency operation, a city must issue and publish a formal order specifying the reasons why and the extent to which compliance would be unduly burdensome; and

WHEREAS, RCW 42.56.120 permits a city to impose actual costs of responding to public records requests or to use the statutory costs where calculating the actual costs is too burdensome; and

WHEREAS, costs vary significantly from request to request depending on the size, complexity, level of legal review required, number of redactions required, format of records and salary of personnel required to respond to the request and, accordingly, it is unduly burdensome to calculate actual costs except for certain non-standard formats or media and the Public Records Officer shall calculate these costs and make them available; and

WHEREAS, RCW 42.56.580 requires that each agency appoint and publicly identify a Public Records Officer and a provide contact information for that Officer; and

WHEREAS, resolutions dealing with the same subject matter previously adopted by the City Council should be repealed, to wit: Resolution No. 1468, Resolution No. 2150, and Resolution No. 2364. NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE AS FOLLOWS:

Section 1. The attached City of Marysville Records and Information Management Program/Public Records Act Rules ("PRA Rules") are hereby adopted and incorporated by reference as the PRA Rules of the City regarding public records requests.

Section 2. The City serves over 65,000 residents. It is comprised of eight departments, with divisions and subdivisions many if not all of which maintain separate databases and/or systems for the indexing of records and information. Because the City has records which are diverse, complex, and stored in multiple locations and in multiple computer systems, formats, and/or databases, it is unduly burdensome, if not physically impossible, to maintain a current index of all records. In addition, given the wide range of City activities, and the limited staffing levels maintained in each City department, the maintenance of a central index of records would be unduly burdensome. Therefore, the Council finds that maintaining the index required by RCW 42.56.070(3) would be unduly burdensome and formally orders that such an index does not have to be maintained as permitted by RCW 42.56.070(4). However, all other City indexes are to be available for public inspection and copying in conformity with applicable law.

Section 3. The City Clerk is appointed as the City's Public Records Officer. The City's Public Records Officer will oversee compliance with the Public Records Act. The City's Public Records Officer may delegate the responsibilities of processing requests to other staff. The City Clerk's/Public Records Officer's contact information is provided in the attached PRA Rules.

Section 4. The Clerk is directed to publish this Resolution and the availability of the PRA Rules, post and maintain the PRA Rules on the City's website and make the PRA Rules available for inspection and copying at City Hall.

Section 5. Resolution No. 1468, Resolution No. 2150, and Resolution No. 2364 are repealed.

Section 6. If any section, subsection, sentence, clause, phrase, or work of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or work of this Resolution.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2018.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

City of Marysville

Records and Information Management Program

The following records and information management program applies to records activity in the City of Marysville (the “City”) with the exception of municipal court activity. Court records are governed under Washington State Court General Rules as identified in Section 11.

PUBLIC RECORDS ACT RULES

The Public Records Act (Act), RCW 42.56, requires public agencies to make identifiable, non-exempt public records available for inspection and copying upon request and to publish rules of procedure to inform the public how access to public records will be accomplished. The City hereby establishes the following rules for responding to public records/disclosure requests.

The purpose of these rules is to provide the public full and timely access to information concerning the conduct of government, mindful of individuals’ privacy rights and the desirability of efficient administration of our City government. The Act specifies that providing public records should not “unreasonably disrupt the operations of the” City and some of these rules are intended to prevent a requestor from being unreasonably disruptive or disrespectful to City staff. The Act and these rules will be interpreted in favor of disclosure. In carrying out its responsibilities under the Act, the City will be guided by the provisions of the Act describing its purposes and interpretation. Failure to comply with any provision of these rules shall not result in any liability imposed upon the City other than that required in the Act.

Section 1. Definitions/Explanations.¹

- a. **Public record.** A writing, regardless of physical form, containing information relating to the conduct of government or the performance of any governmental or proprietary function, prepared, owned, used or retained by the City.
- b. **Writing.** Broadly defined, a writing means handwriting, typewriting, printing, Photostatting, photographing, and any other means of recording any form of communication, including, but not limited to, letters, words, pictures, sounds or symbols or their combinations; papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including data compilations from which information may be obtained or translated. An email is a writing.

¹ Definitions are provided for the public’s understanding. In all cases, the City shall process requests under the Act in accordance with the definitions contained in State law as those terms have been interpreted in relevant court cases.

- c. **Identifiable record.** An identifiable record is one in existence at the time the records request is made and that City staff can reasonably locate.
- d. **Exempt record.** All City records are available for review by the public unless they are specifically exempted or prohibited from disclosure by law or case law, either in RCW 42.56 or other laws and statutes. The Municipal Research and Services Center maintains an up-to-date list of current exemptions and prohibitions on their website at www.mrsc.org search for publication titled “Public Records Act for Washington Cities, Counties and Special Purpose Districts.”
- e. **Counter document.** A frequently requested document retained within a department that is known to be public information and may be released without need to file a written public disclosure request.

Section 2. Description of City Services and Central Office.

The City of Marysville is a Washington municipal corporation that provides the full range of traditional municipal services through its various departments. These functions include but are not limited to maintaining public records. The City Clerk’s Office shall maintain descriptions of the City’s organization (Appendix A) and the process through which the public may obtain information from the City.

The City Clerk’s Office is located at Marysville City Hall, 1049 State Ave. Marysville, WA, 98270. In addition to a City Hall, the City has several satellite offices located throughout the City.

Section 3. Public Records Officer.

Any person wishing to request access to public records or seeking assistance in making a request should contact the City’s public records officer. The City Clerk has been designated by the City Council as the City’s public records officer.

The Public Records Officer will oversee compliance with the Public Records Act, but may designate other City staff members who may process requests for public records. For Police records, the Public Records Officer has designated the Program Specialist.

The Public Records Officer or his or her designees will provide the fullest assistance to requestors, ensure that public records are protected from damage or disorganization, and prevent fulfilling public records requests from causing excessive interference with the essential functions of the City.

When using these Rules, references to the Public Records Officer should be interpreted to also include his or her designees.

- a. **Requests for records other than Police records:** Requests to inspect or copy any of the City's public record, other than Police records, should be made to the Public Records Officer at:

Office of City Clerk
 Marysville City Hall - Public Records Officer
 1049 State Ave.
 Marysville, WA 98270

Telephone: 360-363-8000
 FAX: 360-363-8042
 Email: cityclerk@marysvillewa.gov

- b. **Requests for Police records:** Requests to inspect or copy records maintained by the City's Police Department should be made to the Police Program Specialist at:

Police Records
 Marysville Police Department
 1635 Grove St.
 Marysville, WA 98270

Telephone: 360-363-8300
 FAX: 360-659-7667
 Email: records@marysvillewa.gov

- c. **Online requests:** The City also accepts public records requests through its website (both Police records and general requests) and provides information and an online form. Please visit: www.marysvillewa.gov/94/Public-Records-Request
- d. **Internet access to records.** Many records are also available on the City of Marysville website at: www.marysvillewa.gov. Requestors are encouraged to view the documents available on the website prior to submitting a public records request.
- e. **Requests for Court records:** Please see Section 11 regarding Marysville Municipal Court records.

Section 4. Availability of public records.

- a. **Hours for inspection.** Public records are available for inspection and copying during the City's normal business hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. (hours may vary by department), excluding legal holidays. City staff and the requestor may make mutually agreeable arrangements for times of inspection and copying.
- b. **Place of inspection.** Records will be made available for inspection as determined by the Public Records Officer. City staff and the requestor may make mutually agreeable

arrangements for inspection if the particular records being sought are maintained at satellite offices of the City.

A requestor shall not take City records from City offices.

- c. **Electronic access to records.** A variety of records are available on the City's website at: www.marysvillewa.gov.

To the extent practical, the City will store, maintain, and make its records available electronically. For those seeking responsive records in electronic format, the City may provide access to public records by providing links to the website containing an electronic copy of the record, provide records on disk, or transmit the responsive record via email. The City can arrange for a computer terminal for viewing records and information at City Hall or City satellite office for those without access to the internet. The Public Records Officer will work with the requestor to determine the most appropriate method for providing electronic copies of responsive records.

- d. **Records index.** The City Council has determined that maintaining a central index of City records is unduly burdensome, costly, and would interfere with City operations due to the number and complexity of records generated as a result of the wide range of City activities.

The City Clerk will, however, index and maintain the general administrative records in the Marysville Information Retrieval System (MIRS) to make them available for public inspection and copying.

Other records that relate to the specific function or responsibility of a particular department shall be maintained in the offices of the particular department. The Public Records Officer will coordinate responses to public records requests with the departments, and responsive records shall be made available for public inspection and copying at the City Hall or City satellite offices in accordance with chapter 42.56 RCW.

- e. **Organization of records.** City departments will maintain records in a reasonably organized manner and the City will take reasonable actions to protect records from damage and disorganization.
- f. **Retention of records.** The City will retain its records in accordance with state law. The City will not destroy public records per a retention schedule if a public records request or actual or anticipated litigation is pending.

Retention schedules vary based on the content of the record.

Section 5. Making a request for public records.

- a. **Cooperation.** Both requestors and the City have responsibilities under the Act. The public records process can function properly only when both parties perform their respective responsibilities. A city has a duty to promptly provide access to all nonexempt public records. A requestor has a duty to give fair notice that he or she is making a records request, request identifiable records, follow the City's rules, inspect the assembled records or pay for the copies, and be respectful to City staff. Both the City and the requestor have a responsibility to communicate with each other when issues arise concerning a request.
- b. **Reasonable notice that the request is for public records.** A requestor must provide the City with reasonable notice that the request being made is for public records. There is no required format for a valid public records request, however, requestors are encouraged to use the City's form. If a request is contained in a larger document unrelated to a public records request, the requestor should point out the public records request by labeling the front page of the document as containing a public records request or otherwise calling the request to the attention of the Public Records Officer to facilitate timely response to the request.
- c. **Form.** Any person wishing to inspect or copy identifiable public records of the City should make the request in writing in one of the following ways:
 - on the provided request form (available at City Hall, Public Works, Police
 - by letter, fax, or email addressed to the Public Records Officer, or
 - online at www.marysvillewa.gov

The following information should be included in the request:

- Name and address of requestor;
 - Other contact information, including telephone number and email address;
 - Identification of the requested records adequate for the Public Records Officer to locate the records (Including the dates and title or types of records requested if known); and
 - The date and time of day of the request.
- d. **Prioritization of records.** The Public Records Officer may ask a requester to clarify and prioritize the records he or she is requesting so that the most important records may be provided first however a requestor is not required to prioritize a request.
 - e. **Copies.** If the requestor wishes to have copies of the records made instead of simply inspecting them, he or she should so indicate and make arrangements to make a deposit or pay for the copies, as further discussed in Section 9 below. Costs for copies are set out on the fee scheduled published periodically by the City Clerk and made available at City Hall and on the City's website.

- f. **Oral Requests.** The Public Records Officer may accept requests for public records that contain the above information by telephone or in person. If an oral request is made, the Public Records Officer will confirm receipt of the information and the substance of the request in writing.
- g. **Requests made directly to City departments.** Requests must be made to the City’s Public Records Officer or designee. Requests for public records that are made directly to departments may be fulfilled by the department or may be delivered to the Public Records Officer for coordinated processing. When the request is fulfilled by a City department, the final disposition will be provided to the Public Records Officer, who will maintain an index of requests as set forth in the records retention schedule. Alternatively, a City staff person may instruct the requestor on the proper method to make a request to the City’s Public Records Officer
- h. **Purpose of request.** Generally, a requestor need not state the purpose of the request. However, in an effort to clarify or prioritize a request and provide responsive records, the Public Records Officer may inquire about the nature or scope of the request. If the request is for a list of individuals, the Public Records Officer may require the requestor to indicate if he or she intends to use the records for a commercial purpose. The City is not authorized to provide lists of individuals for commercial purposes.

The Public Records Officer may also seek sufficient information to determine if another statute may prohibit disclosure.

- i. **Overbroad requests.** The City may not deny a request for identifiable public records solely because the request is overbroad. However, the City may seek clarification, ask the requestor to prioritize the request so that the most important records are provided first, and/or communicate with the requestor to limit the size and complexity of the request. The City may also provide the responsive records in installments over time.

When a request uses an inexact phrase such as “all records relating to” a topic, the Public Records Officer may interpret the request to be for records which directly and fairly address the topic.

When the requestor has found the records he or she is seeking, the requestor should advise the Public Records Officer that the requested records have been provided and the remainder of the request may be cancelled.

- j. **Inquires.** The Act, chapter 42.56 RCW, requires Public Records Requests to be for existing, identifiable, public records. Requests asking for explanations or asking questions are not requests for existing, identifiable public records under the Act.

Section 6. Processing public records requests.

- a. **Providing “fullest assistance”.** These Rules and related policies and procedures identify how the City will provide full access to public records, protect records from damage or disorganization, prevent excessive interference with other essential functions of the City, provide fullest assistance to requestors and provide the most timely possible action on public records requests.

All assistance necessary to help requestors locate particular responsive records shall be provided by the Public Records Officer, provided that the giving of such assistance does not disrupt the operations of the Public Records Officer or other duties of any assisting employee(s) in other City departments.

- b. **Order for processing requests.** The Public Records Officer will process requests in the order that the Public Records Officer believes will allow the most requests to be processed in the most efficient manner.
- c. **Acknowledging receipt and fulfilling requests.** Within five business days of receipt of the request, the Public Records Officer will do one or more of the following:
1. Provide the record;
 2. Provide an internet address and link on the City’s website to the specific records requested, except that if the requestor notifies the City that he or she cannot access the records through the internet, then the City will allow the requestor to view records using a City computer. In the alternative, the requestor may modify the request to be for records in a different format and pay any associated fees.
 3. Acknowledge that the City has received the request and provide a reasonable estimate of time the City anticipates responding to the request;
 4. Acknowledge that the City has received the request and ask the requestor to provide clarification for a request that is unclear, and provide, to the greatest extent possible, a reasonable estimate of time the City anticipates responding to the request for any portion that is clear or if the request is not clarified or
 5. Deny the public record request.

- d. **Communication Encouraged.** Requestors are encouraged to contact the Public Records Officer with any questions or concerns regarding their request.

- e. **Reasonable estimate of time to fully respond.** If the City is not able to provide the responsive records within the five- business- day period, the Public Records Officer will provide a reasonable estimate of the time it will take to fully respond to the request. Additional time may be needed to clarify the scope of the request, locate and assemble the records, redact confidential information, prepare an Exemption/Redaction log for

exempt or redacted records, notify third party persons or agencies affected by the request and/or consult with the City Attorney about whether the records are exempt from disclosure.

The Public Records Officer should briefly explain the basis for the time estimated to respond. The time estimated to respond is not binding on the City, but should an extension of time be necessary to fulfill the request, the Public Records Officer will notify the requestor and provide a revised estimate and the basis for the time estimated to respond.

- f. **Notification that records are available.** If the requestor has sought to inspect the records, the Public Records Officer will notify him or her that the entire response or an installment is available for inspection and ask the requestor to contact the City to arrange a mutually agreeable time for inspection. If the requestor seeks copies, the Public Records Officer should notify him or her of the projected costs and whether a deposit is required before making the copies.
- g. **Consequences of failure to clarify a request.** If the requestor does not respond to the City's request for clarification within thirty days of the City's request or other specified time, the Public Records Officer may consider the request abandoned, send a letter closing the request to the requestor, and re-file the records.
- h. **Consequences of disclosing a record in error.** The City, and its officers, officials, and employees are not liable for loss or damage based on release of a public record if the City, its officers, officials, or employees acted in good faith in attempting to comply with the Act.
- i. **Searching for records.** The City must conduct an objectively reasonable search for responsive records. The Public Records Officer will determine what departments are likely to have responsive records and involve other departments, as needed, to assemble the records.

After the records are located, the Public Records Officer should take reasonable steps to narrow down the number of records assembled to those that are responsive. The City will not "bury" a requestor with non-responsive documents. However, the Public Records Officer is allowed to provide arguably, but not clearly, responsive records to allow the requestor to select the ones he or she wants, particularly if the requestor is unable or unwilling to help narrow the scope of the documents being sought.
- j. **Preserving requested records.** If a requested record is scheduled shortly for destruction under the City's records retention schedule, the record cannot be destroyed until the public records request has been resolved. Once a request has been closed, the Public

Records Officer or proper City representative can destroy the record in accordance with the retention schedule.

- k. **Records exempt from disclosure.** Some records are exempt from disclosure, in whole or in part (see Section 8).

If the City believes that a record is exempt from disclosure and should be withheld, the Public Records Officer will provide an Exemption /Redaction log. The Exemption/Redaction log will include a written statement that identifies the record, states the specific exemption, and provides a brief explanation as to how the exemption applies to the record.

If only a portion of the record is determined to be exempt, the Public Records Officer will redact the exempt portions and provide the non-exempt portions subject to an Exemption/Redaction log. (See Section 6(m) below).

- l. **Protecting the rights of others.** When a request seeks disclosure of a particular record containing information regarding other persons, the City may, in its sole discretion, notify said persons in writing and inform them of their right to seek an injunction from the Superior Court enjoining the disclosure. In such circumstances, production of the requested record may be postponed for a reasonable period in order to provide the affected parties with a reasonable opportunity to seek injunctive relief to prevent or limit disclosure. The City shall honor any order enjoining disclosure of a particular record issued from a court of competent jurisdiction. The City will notify affected parties of the need to name the requestor in any action filed to seek injunctive relieve to prevent or limit disclosure.
- m. **Redactions.** If the Public Records Officer determines that the record is exempt in part but can be made available after redaction of exempt portions, the request shall be granted; provided, that such exempt portions shall first be redacted subject to an Exemption/Redaction log. Nothing herein shall be construed as requiring the City to disclose portions of a requested document if the entire document is exempt from disclosure.
- n. **Inspection of records.** To the extent possible due to other demands, the Public Records Officer shall promptly provide space to inspect public records at an appropriate City facility. The requestor must claim or review the assembled records within thirty days of the Public Records Officer's notification that the records are available for inspection or copying. The Public Records Officer will notify the requestor in writing of this requirement and suggest that he or she contact the Public Records Officer to make arrangements to claim or review the records.

If the requestor or a representative of the requestor fails to claim or review the records within the thirty-day period, or make other arrangements, the Public Records Officer may close the request and re-file the assembled records. If the same requestor makes a subsequent records request for the same or very similar records, the request will be processed as new requests and other public records requests can be processed before the new request in the most efficient manner determined by the Public Records Officer.

The Act does not allow a requester to search through the City's files for records which cannot be identified or described to the City.

Members of the public may not remove documents from the viewing area or disassemble or alter any document.

- o. **Providing copies of records.** The requestor shall indicate which documents he or she wishes to have copied using a mutually agreed upon non-permanent method of marking the desired records. City personnel will remain physically present with the requestor during the record inspection process. After inspection is complete, the Public Records Officer will arrange for copying. Making a copy of an electronic record is considered copying and not creation of a new record.
- p. **Providing records in installments.** When the request is for a large number of records, or requires an extensive or complicated search or review of responsive records, the Public Records Officer will provide for inspection and copying of responsive records in installments if he or she reasonably determines that it would be practical to provide the records in that way. If the requestor fails to inspect the entire set of records or one or more of the installments within fifteen days, the Public Records Officer may stop searching for or processing the remaining records and close the request.

Sometimes a requestor finds the records he or she is seeking at the beginning of a request. If so, the requestor should communicate with the City that the requested records have been provided and that he or she is canceling the remainder of the request.

- q. **Completion of inspection.** When the inspection of the requested records is complete and all requested copies are provided, the Public Records Officer will indicate that the City has completed a diligent search for the requested records and made any located non-exempt records available for inspection.
- r. **Closing withdrawn or abandoned requests.** If the requestor withdraws the request, fails to fulfill his or her obligations to inspect the records, or fails to pay the deposit or final payment for the requested copies, the Public Records Officer will close the request and indicate to the requestor that the City has closed the request. The Public Records Officer will document closure of the request and the conditions that led to closure.

- s. **Later discovered documents.** If, after the Public Records Officer has informed the requestor that the City has provided all available records, the City becomes aware of additional responsive documents that existed on the date of the request, the Public Records Officer will promptly inform the requestor of the additional documents and provide them on an expedited basis.
- t. **No duty to create records.** The City is not obligated to create a new record to satisfy a records request; however, the City may, in its discretion, create such a new record to fulfill the request where it may be easier for the City to create a record responsive to the request than to collect and make available voluminous records that contain small pieces of information responsive to the request,
- u. **No duty to supplement responses.** The City is not obligated to hold current records requests open to respond to requests for records that may be created in the future. If a public record is created or comes into the possession of the City after a request is received by the City, it is not responsive to the request and will not be provided. A new request must be made to obtain later-created public records.

Section 7. Processing requests for electronic records.

An “electronic record” includes those public records which are stored on machine readable file format. If a record is created in an electronic format, the electronic record is the primary record and is subject to provisions of chapter 42.56 RCW, the Public Records Act. Electronic records must be retained in electronic format and remain usable, searchable, retrievable and authentic for the length of the designated retention period. Printing and retaining a hard copy is not a substitute for the electronic version. Responses to public record requests for electronic records other than those in common file formats such as pdf or similar formats will be coordinated through the Public Records Officer.

Section 8. Exempt and prohibited disclosure of public records.

The City is not required to permit public inspection and copying of records for which public disclosure of the record is prohibited, restricted, or limited by state or federal statute or regulation.

- a. The City is prohibited by statute from disclosing lists of individuals for commercial purposes.
- b. The Public Records Act, chapter 42.56 RCW, provides that a number of document types and information are prohibited from being disclosed or are exempt from public inspection and copying. A current list of these prohibitions and exemptions will be provided upon request by the Public Records Officer and is available on the Municipal Research and Services Center web site at www.mrsc.org search for publication titled “Public Records

Act for Washington Cities, Counties and Special Purpose Districts”
 (<http://mrsc.org/getmedia/796a2402-9ad4-4bde-a221-0d6814ef6edc/publicrecord.pdf.aspx>).

- c. In addition, other statutes may exempt or prohibit disclosure of other documents and information. A current list of these prohibitions and exemptions will be provided upon request by the Public Records Officer. Alternatively, the requestor may review a list of other statutes outside the Public Records Act that may prohibit or exempt disclosure of certain information from the Municipal Research and Services Center web site at www.mrsc.org search for publication titled “Public Records Act for Washington Cities, Counties and Special Purpose Districts.”
- d. The City’s failure to list an exemption shall not affect the effectiveness of the exemption.

Section 9. Costs of providing copies of public records.

Per state law, the City is not allowed to charge for locating a public record or for making records available for review or inspection. The City may charge, however, for the actual costs of copying public records, including the staff time spent making the copies. This provision includes responses to public records requests for electronic records.

- a. **Fee schedule.** The charge for standard black-and-white photocopies is fifteen cents per page. The charge for standard scanned copies is ten cents per page. The charges for providing electronic records are five cents for every four electronic attachments uploaded to an electronic delivery system and ten cents per gigabyte of data transferred.

The City Council authorizes the City Clerk to periodically update and post a fee schedule for various other non-standard public records or those in other formats or media. The fee schedule may be found online at www.marysvillewa.gov on the City Clerk’s webpage. A statement of the factors and manner used to determine the specific fees will be provided upon request to the Public Records Officer.

If the City has to pay an outside firm for duplicating records in non-routine formats such as photographs, blueprints, maps or tape recordings, the actual cost will be passed along to the requestor.

- b. **Estimate of costs for requestor.** If a requestor asks, the City must provide a summary of the applicable charges before copies are made and the requestor may revise the request to reduce the number of copies to be made, and thus the applicable charges.
- c. **Faxing and mailing charges.** The City may also charge actual costs of long distance facsimile transmission and/or mailing, including the cost of the shipping container.
- d. **Sales tax.** The City will not charge sales tax on copies of records.

- e. **Use of other copying services.** The City reserves the right to use an outside vendor for large-scale requests and odd-sized or larger color copies, and to charge the requestor for those costs.
- f. **Deposit or payment by installments.** Before beginning to copy records, the Public Records Officer may require a deposit of up to ten percent of the estimated costs of copying the records selected by a requestor. The Public Records Officer may also require the payment of the remainder of the copying costs before providing all the records, or the payment of the costs of copying an installment before providing that installment.
- g. **Method of payment.** Payment may be made by cash, check, or money order to the City of Marysville or other City approved payment method.
- h. **Waiver of copying charges.** The Public Records Officer has the discretion to waive copying charges for small requests, or for individuals or government agencies doing business with the City if the Public Records Officer determines that this action is in the best interest of the City.

Section 10. Denials of requests for public records.

- a. **Petition for internal administrative review of denial of access.** Any person who objects to the initial denial or partial denial of a records request may petition in writing (including by email) to the Public Records Officer for a review of that decision. The petition shall include a copy of or reasonably identify the written statement by the Public Records Officer or designee denying the request.
- b. **Consideration of petition for review.** The Public Records Officer shall promptly provide the petition and any other relevant information to (Public Records Officer's supervisor or other City official designated by the City to conduct the review). That person will immediately consider the petition and either affirm or reverse the denial within two business days following the City's receipt of the petition, or within such other time as the City and the requestor mutually agree to; and notify the requestor in writing of the decision. The written decision shall constitute final agency action for the purposes of judicial review.
- c. **Judicial review.** Any person may obtain court review of denials of public records requests pursuant to RCW 42.56.550 after the initial denial regardless of any internal administrative appeal.

Section 11. Requests for Court Records.

Court records do not fall under the Public Records Act (chapter 42.56 RCW).
Court Records are governed by the following WA State Court General Rules:

- a) GR 31 for the access to court records;

- b) GR 31.1 for the access to administrative records; and
- c) Other General Rules in effect or adopted in the future that are applicable to the JIS statewide information and processing.
- d) GR 15 for the destruction, sealing, and redaction of court records;

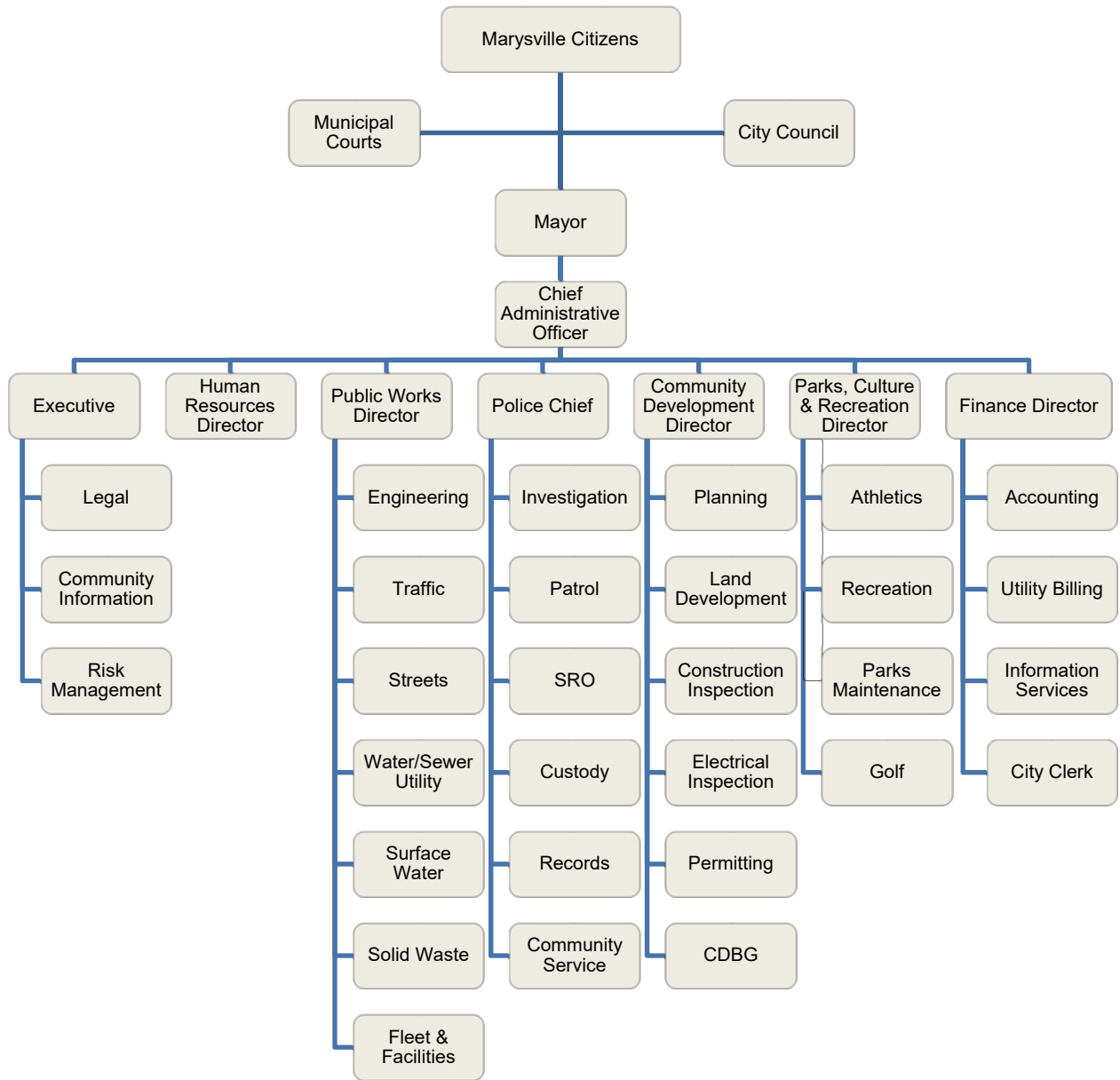
Please make Court records requests online (www.marysvillewa.gov/94/Public-Records-Request) or by completing the Court Records Request Form (available online) and sending to:

Marysville Municipal Court
Attention: Records
1015 State Avenue
Marysville, WA 98270

Telephone: 360-363-8050
Fax: 360-657-2960

You will be notified of the cost of your request. Prepayment may be required.

Appendix A – City of Marysville Organizational Chart



Index #7

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 26, 2018

AGENDA ITEM: Proposed Agreement for Prisoner Transport with Whatcom County	AGENDA SECTION:	
PREPARED BY: Sgt. Matthew Goolsby, Marysville Detention Center	AGENDA NUMBER:	
ATTACHMENTS: Interlocal Cooperative Agreement between City of Marysville and Whatcom County	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT: \$43,974.00	

Whatcom County Prisoner Transport Co-op Transports in-custody personnel for misdemeanor and gross misdemeanors arrest warrants exclusively. The Co-op will deliver inmates to their respective jails of jurisdiction directly related to the issuing court.

Whatcom County Co-op Transport makes daily trips from Whatcom County to the Kent Regional Justice Center and other jail facilities along the I-5 corridor.

Currently all people who are arrested on Marysville Warrants along the 1-5 corridor are transported to the Snohomish County Jail. In the past, the County Jail would call us, as a courtesy to let us know we have someone to pick up and there would not charge Marysville if the pickup was made in a timely matter. As of October 2017, County Jail is no longer providing that courtesy. Now when a Marysville prisoner arrives at County Jail via the co-op transport, the County booked them and charges us booking and bed fees. Quite often, our jail may not know that one of our inmates is the County Jail for several days incurring fees.

Whatcom County Transport will bypass the County Jail and transport directly to the Marysville Jail. They will also pickup inmates that may Marysville PD may have arrested with warrants from outside our jurisdiction and transport them to the correct jail facility.

Annual Compensation : \$43,974.00
Pro-rated March 1, 2018 \$36,645.00

Quarterly Invoices:
March 31, 2018 \$9,161.25
June 30, 2018 \$9,161.25
September 30, 2018 \$9,161.25
December 31, 2018 \$9,161.25

City Attorney, Jon Walker, 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 Interlocal Cooperative Agreement with Whatcom County for jail prisoner transports.

COUNCIL ACTION:

**INTERLOCAL COOPERATIVE AGREEMENT
NORTHWEST MINICHAIN WITH THE CITY OF MARYSVILLE**

THIS AGREEMENT is made and entered into by and between the City of Marysville, Washington ("The City of Marysville") and Whatcom County, Washington ("Whatcom County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE:

The purpose of this Agreement is to provide transportation services of prisoners for The City of Marysville for a period beginning on the First day of March, 2018 and ending on the Thirty-first day of December, 2018. The City of Marysville and Whatcom County agree to the terms and conditions incorporated herein.

2. RESPONSIBILITIES:

Prior to signing this Agreement, the City of Marysville has determined that there exists a public need for the services to be provided hereunder, and that it is appropriate that public funds be expended to meet this need.

The City of Marysville acknowledges Whatcom County's operational control of its jail facilities and agrees that prisoners transported on the Northwest Mini-Chain bus by Whatcom County will be subject to Whatcom County Jail policies and procedures.

Whatcom County covenants to perform the following transportation services:

- a) To pick up inmates from any Northwest Mini-Chain contracted city or county jail along the I-5 corridor, with King County Jail – Regional Justice Center being the southernmost point for the City of Marysville.
- b) The City of Marysville will ensure that its inmates are ready to be transported upon Whatcom County's arrival for pickup. Whatcom County will transport the City of Marysville's inmates south to Snohomish County and/or King County and northbound to Skagit and Whatcom Counties. Whatcom County will also pick up from mini chain participating agencies and transport to the City of Marysville.
- c) Provide driver and vehicle to accomplish above transportation services. Schedules will be set up in advance by telephone.
- d) The transport system will run 5 days a week, except for holidays, when the larger statewide cooperative transport system is not running, or due to weather events that make it unsafe for travel.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from March 1, 2018 through December 31, 2018, regardless of date of signature.

The term of this Agreement shall be subject to review and revision in November of 2018 for renewal in January 2019.

4. MANNER OF FINANCING:

Funds for the payments of services to be rendered under this Agreement have been budgeted, allocated and are available for this purpose. This Agreement shall not obligate the City of Marysville in excess of the balance of funds available for this purpose, nor shall it obligate Whatcom County to perform services which are not budgeted. The source of funds is the City of Marysville's budget.

Whatcom County shall provide The City of Marysville with an invoice for services rendered on a quarterly basis. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

This compensation is calculated on the anticipated percentage of usage by The City of Marysville of the total cost of the Northwest Mini-Chain Transport System, and as such will not require a quarterly breakdown of actual transports.

<u>Annual Compensation:</u>	\$43,974.00
Pro-rated March 1, 2018	\$36,645.00
<u>Quarterly Invoices:</u>	
March 31, 2018	\$9,161.25
June 30, 2018	\$9,161.25
September 30, 2018	\$9,161.25
December 31, 2018	\$9,161.25

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- 5.1 Whatcom County's representatives shall be Whatcom County Executive Jack Louws, and Sheriff Bill Elfo
- 5.2 The City of Marysville's representative shall be Commander Wendy Wade.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify and hold the other party harmless from any such liability. It is further provided that no liability shall attach to Whatcom County by reason of entering into this contract except as expressly provided herein.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. The Sheriff, or his designee, in their sole discretion, may provide immediate notice to

terminate this Agreement or amend the scope of services in this Agreement for reasons including, but not limited to, public safety, safety or health concerns by continuing to provide the service, inability to provide services, necessity, or public convenience, and said notice will be without any consequence or liability against the County or WCSO, employees, officials, agents, or volunteers. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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.

12. ARBITRATION: This Agreement shall be governed by Laws of the State of Washington. Unless otherwise agreed by the parties hereto, any controversy or claim arising out of or relating to this Agreement that remains unresolved after negotiation shall be settled by binding arbitration before an agreed upon arbitrator in accordance with the applicable American Arbitration Association (AAA) rules in effect on the date hereof. Each Party shall pay all their own costs, fees and expenses of arbitration but share equally in the Arbitrator's fees and costs.

CITY OF MARYSVILLE:

Recommended for Approval:

Wendy Wade, Commander	Date
-----------------------	------

Approved as to form:

Jon Walker, City Attorney	Date
---------------------------	------

Approved:

Accepted for the City of Marysville

Jon Nehring, Mayor	Date
--------------------	------

STATE OF WASHINGTON)
) ss.
CITY OF MARYSVILLE)

On this ___ day of _____, 20 __, before me personally appeared Jon Nehring, to me known to be the Mayor of the City of Marysville and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at
 _____. My commission expires_____.

CONTRACTOR INFORMATION:

The City of Marysville
 Marysville Detention Center
 Commander Wendy Wade
 1635 Grove St.
 Marysville, WA 98270
 (360)363-8350

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 02/26/18

AGENDA ITEM:	
Professional Services Agreement between City of Marysville and Gardner Bay Consulting, LLC	
PREPARED BY:	DIRECTOR APPROVAL:
Gloria Hirashima, Chief Administrative Officer	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE:	AMOUNT:
00100110 541000	\$50,370.00
SUMMARY:	

The proposed agreement establishes a professional services agreement for Gardner Bay Consulting, LLC to provide consulting services for the sale and lease of city-owned properties along the Ebey Slough waterfront, east and west of State Avenue. The scope of services is attached as Exhibit A.

RECOMMENDED ACTION:

Approve proposed professional services agreement.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND GARDNER BAY CONSULTING, LLC**

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _February_____, 20__18__, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Gardner Bay Consulting, LLC, a corporation, limited liability Washington corporation, organized under the laws of the state of Washington, located and doing business at 1228 Grand Avenue, Everett, WA 98201 (“Consultant”).

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

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached Exhibit A, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on _February , 2018____ and shall terminate at midnight on ___April 30, 2019____. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in Exhibit A and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed _Fifty thousand three hundred seventy dollars_____ (\$ **50,370.00**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

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

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4.6 INDEMNITY.

a. Indemnification and Hold Harmless. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart “a” of this Section 4.6. This waiver has been mutually negotiated by the parties.

PB (initials) PB (initials)

4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

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

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

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

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

4.10 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) and any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

 PB No, employees performing the Services have never been retired from a Washington state retirement system.

_____ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in Exhibit B, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in Exhibit B.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

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

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

4.16 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

5. CITY APPROVAL REQUIRED. Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE
 Gloria Hirashima, Chief Administrative Officer
 1049 State Avenue
 Marysville, WA 98270

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

GARDNER BAY CONSULTING, LLC

1228 Grand Avenue

Everett, WA 98201

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

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

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

6.5 SEVERABILITY.

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

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

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

6.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

6.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

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

6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

GARDNER BAY CONSULTING, LLC

By: _____

By:  _____

Jon Nehring, Mayor

Its: Managing Principal

Attested/Authenticated:

April O'Brien, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A

SCOPE OF WORK

Gardner Bay Consulting, LLC proposes the following scope of work for this project.

PHASE I

Task 1 - Prepare and Facilitate the Request for Qualifications Process

There are three objectives for the Request for Qualifications Process:

- 1) Ensure the Request for Qualifications is consistent with the City's policies and objectives and considers the long view of current and future development in the Marysville downtown.
- 2) Prepare a draft Request for Qualifications and circulate it to key city staff for review and input. The draft Request for Qualifications builds upon the City's vision and master plan for downtown and will present goals, timelines, and decision criteria for selecting a short list of development firms.
- 3) Prepare outreach materials that promote the pending Request for Qualifications. These materials would be used during outreach to developers to present the opportunity and solicit industry feedback on the project.

Specific task activities would include:

- Review the City's policies and expected practices for selling/developing surplus land.
- Review plans and materials made available by the City that relate to the current development of the Ebey Slough and waterfront area. These may include design drawings, environmental studies, permit documents, and land use agreements.
- Evaluate the plans of other agencies with planned investments in the area to incorporate this as part of the marketing. This may include WSDOT planned projects, Snohomish County, or Tulalip Tribe planned improvements that would benefit development on the Marysville waterfront.
- Identify and review encumbrances or other regulatory constraints that are tied to the property and develop recommendation for regulatory strategy for the City. This would include looking at brownfields cleanup requirements, regulatory obligations and other agency requirements that could add cost to the development.
- Develop site information including a land yield analysis conducted by an architect to determine if the site size and shape will produce the required parking yield, sufficient retail space and a desired number of multi-family units.
- Appraise the project consistent with the anticipated future land yield and prepare an opinion of future value. This information will be used for the city's proprietary assessment of proposals.
- Identify current and future planned capital improvements for the area and utility availability for the area.
- Coordinate, as directed by the City, with city advisory committees, boards, and commissions.
- Prepare exhibits and a narrative showing and describing the subject property and the parcels surrounding the subject site. The exhibits and narrative will also identify the current use, value of

improvements, tenants, size and assessed value of neighboring properties. This work will also, identify retail services within ¼-mile and transportation options to and from the site.

- Prepare a preliminary estimate of permit fees and required developer-provided civic infrastructure dedications.
- Summarize livability aspects of the area including crime data, access to schools, access to culture and recreation, jobs and surrounding population for use in the solicitation.
- Meet with the City to discuss the information and collect their input.
- Prepare a draft and final Request for Qualifications.

Gardner Bay Consulting will prepare the following deliverables under Task 1:

- A summary of the findings of this task and an opinion on the sale of the land, the optimal timing of the sale, and the anticipated benefit to the City's district and area plans. This deliverable will include the exhibits and narrative of the site and neighboring properties and be in the form of a preliminary prospectus for the project.
- Draft and final versions of the Request for Qualifications. The Request for Qualifications will include a preliminary prospectus and identify project requirements, submittal and evaluation criteria, and a timeline for the review and subsequent proposal process.

The Task 1 work is based on the following assumptions. Changes to these assumptions may require corresponding adjustment to the schedule or fee estimate.

- The City can provide copies (either electronic or paper) of existing documentation and agreements related to the Marysville waterfront development, particularly as those documents relate to properties south of
- The architectural effort for lot analysis will simple and based on 40 hours of architect time.
- City will provide for any appraisal required to determine land value or future use value.
- One meeting with the City to clarify the information provided.
- One meeting with the City to discuss the deliverable.

Task 2 - Facilitate the Qualifications Process

There are two objectives in selecting a short list of developers and soliciting formal proposals.

- 1) Develop industry awareness of the up-coming Request for Qualifications/Proposal process. This effort is needed to ensure the development interests that are right for this project are aware of the opportunity and prepared to receive the solicitation.
- 2) Facilitate the issue and review of Statements of Qualifications and the selection of a short list of developers to receive proposals.

Specific task activities would include:

- Engage with developers and development organizations (e.g., NAIOP, ICSC, ULI) to discuss the project and develop interest in the project. We anticipate up to six individual developer meetings and several

ad hoc discussions with economic development agents to 'get the word out' about the Ebey waterfront opportunity.

- Once the Request for Qualifications is released, manage the day to day requirements of the process, including fielding questions, responding to requests for information, facilitating pre-submittal conferences, distributing information, and maintaining a project record.
- Meet regularly with the City's project manager and procurement official to update them on the procurement process.
- Review Statements of Qualifications received from developers and prepare summaries of how they address key selection criteria. These summaries will be the basis for a review session with the City's selection committee to develop a shortlist of developers that will be asked to submit formal proposals for the property.

Gardner Bay Consulting will prepare the following deliverables under Task 2:

- Single page summaries of the Statements of Qualifications submitted.
- Single page updates in advance of regular meetings with the City's project manager and procurement official.
- All other task documentation will be maintained in a project file and submitted to the City on request or at the completion of the project.
- A summary of the reviewers' final scoring and decision; justification notes.

The Task 2 work is based on the following assumptions. Changes to these assumptions may require corresponding adjustment to the schedule or fee estimate.

- The City Procurement office will issue the Request for Qualifications.
- Day-to-day management will require 3 hours per week for 8 weeks.
- Regular meetings will be at the City offices or by phone, depending on client preference.
- Developer meetings and outreach will require local travel within the Puget Sound. We assume 3 trips to the Seattle metro area and 3 meetings in Everett.
- Final developer selection will be made by the City.

PHASE 2

Phase 2 will be awarded at the City's option.

Task 3 – The Request for Proposal Process

The objective of this task is to manage a competitive proposal process with the short list of developers that were selected based on their qualifications. The City will have the option to perform this task themselves or request that the Gardner Bay Consulting complete the work

Specific task activities would include:

- Prepare the Request for Proposal. This will generally follow the form of the City's current Request for Proposal and be issued to each short-listed firm
- Compile and disseminate additional information about the project, the City commitments, utility information, permitting requirements, cleanup, and stakeholder inputs.
- Facilitate any required pre-proposal meetings.
- Evaluate proposals and prepare a written summary of how they compare and meet the City's selection Criteria the project.
- Facilitate interviews and provide input to the interview and selection process.

Deliverables to be prepared under Task 3 should include:

- The Request for Proposal
- Proposal Evaluation Summaries
- Interview guide sheets and scoring tables.

Should the City request Gardner Bay Consulting perform the Task 3 work, we assume a revision to the contract agreement will define the assumptions for this task.

Task 4 - On-going Technical Assistance

The objective for on-going technical assistance is to assist the City through the purchase and sale process with the developer. This task will begin following the selection of a preferred developer and the specific task activities will be defined in a revision to this scope work. This will allow the City to understand the context of their deal and their developer and selectively request support from Gardner Bay Consulting for on-going assistance.

Task activities that Gardner Bay could provide under Task 4 could include the following:

- Notify the proposers of the "preferred developer" decision.
- Support the negotiation of the general terms of the sale.
- Work with the City's legal team and an outside commercial real estate attorney to negotiate a Purchase and Sale Agreement and supporting agreements.
- Present information in meetings before the appropriate city bodies.
- Public affairs assistance for outreach and public announcements.
- Facilitate the developer's due diligence process by coordinating with City staff and departments.
- Prepare "seller commitments."
- Coordinate with WSDOT, the Tulalip Tribes, Corps of Engineers, Department of Ecology, or others that would have a stake in the transfer of the property for redevelopment.
- Help close the deal.

Gardner Bay Consulting will prepare deliverables under Task 4 as requested by the City.

Gardner Bay Consulting assumes that Task 4 work will be defined in a revision to this scope of work that will present assumptions for specific work requested by the City.

CONTRACT ADMINISTRATION

Task 5 - Professional Services Administration (Part of Phase I)

The objective of this task is to provide the City with regular budget updates, progress reports, and general project administration (including billing and contract management).

Specific task activities will include:

- Monthly progress reports and invoices
- Routine client communication

Gardner Bay Consulting assumes that there will be 4 monthly reports. Adjustments may be made based on the City's requests for additional support for Tasks 3 and 4.

SCHEDULE

Notice to proceed -	February 27, 2018
Pre- RFQ Efforts -	February 27- March 23, 2018
Issue RFQ -	March 23, 2018
RFQs due	April 23, 2018
Select Short List	April 30, 2018
Prepare RFP	April 15 – May 11, 2018
Issue RFP	May 11, 2018
RFPs Due	June 10, 2018
Interviews	June 17, 2018
Selection	June 30, 2018

Marysville Waterfront RFQ/RFP - Estimate of Probable Fees

City of Marysville


Gardner Bay Consulting, LLC				Principal	Project Manager	Project Professional	Clerical/ Administration	Graphics		TOTAL COST	
PHASE	TASK	NAME	BILL RATES	\$150.00	\$145.00	\$125.00	\$65.00	\$110.00			
I	1	Prepare the Request for Qualifications		8	30	16	10	12		\$9,520	
	2	Facilitate the Qualifications Process		12	24	32	16	2		\$10,540	
II	3	The Request for Proposal Process		16	24	24	12	8		\$10,540	
III	4	On-going Technical Services		To Be Developed as Part of Phase 2							
I	5	Professional Services Administration			12		4			\$2,000	
These hours are for PHASE I and PHASE II, only				36	90	72	38	22		\$ 32,600	
Item				Quantity	Unit Cost	Unit	Direct Cost	Markup %			
Mileage				200	\$0.545	mile	\$109	0%		\$109	
Photocopies				500	\$0.17	sheet	\$85	10%		\$94	
Check prints				20	\$1.00	sheet	\$20	10%		\$22	
Production Supplies				2	\$50.00	sheet	\$100	10%		\$110	
Misc.				2	\$50.00	each	\$100	10%		\$110	
									Subtotal	\$445	
Description							Direct Cost	Markup %			
Appraiser				Property Valuation			\$10,500	10%		\$11,550	
Architect				Land Bearing Capacity			\$5,250	10%		\$5,775	
									Subtotal	\$17,325	
									PROJECT TOTAL	\$50,370	

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 02/26//18

AGENDA ITEM:	
Request to Surplus City Equipment	
PREPARED BY:	DIRECTOR APPROVAL:
Kari Chennault, Asst. Public Works Director	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Resolution No. _____	
BUDGET CODE:	AMOUNT:
N/A	TBD
SUMMARY:	

The attached Resolution identifies equipment for which the City has no further public use or necessity. The equipment has been identified for replacement in the current and previous budget documents.

RECOMMENDED ACTION:

Staff recommends that Council Members authorize the Mayor to sign the attached Resolution declaring items of personal property to be surplus and to authorize the sale or disposal thereof.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MARYSVILLE, WASHINGTON
DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY TO BE
SURPLUSED AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.**

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

The items of personal property listed below are hereby declared to be surplus and are of no further public use or necessity.

EQUIP #	YEAR	MAKE	MODEL/DESCRIPTION	VIN/SERIAL #
107	2002	CHEVROLET	3500 CARGO VAN	1GCHG35R421172620
251	1997	FORD	F250 2WD PICK-UP TRUCK	3FTHF25H6VMA16641
435	2001	CHEVROLET	MALIBU SEDAN	1G1ND52J116229520
508	2001	GMC	SONOMA PICK-UP TRUCK	1GTCS19W218212714
537	2001	GMC	SONOMA PICK-UP TRUCK	1GTCS19W218213118
804	1994	FORD	AEROSTAR MINI-VAN	1FMDA31U1RZA79720
811	1990	MODERN	TANDEM AXLE EQUIP. TRAILER	1UN105E22L1006438
885	1998	JOHN DEERE	F932 FRONT DECK MOWER	M0F932X170142
886	2000	JOHN DEERE	F1145 72" FRONT DECK MOWER	M01145X181280
910	2002	CHEVROLET	ASTRO MINI-VAN	1GNDM19X92B13160
921	2001	CHEVROLET	MALIBU SEDAN	1G1ND52JX1M589896
963	1996	FORD	WINDSTAR MINI-VAN	2FMDA5146TBB80211
A002	2004	DODGE	STRATUS SEDAN	1B3AL36T64N364271
A004	2005	DODGE	STRATUS SEDAN	1B3AL46T15N675615
P125	2007	FORD	CROWN VICTORIA	2FAHP71W37X135954
P136	2006	FORD	CROWN VICTORIA	2FAHP71W36X140604
H001	2001	GILCREST	PRO-PAVER MODEL 813RT	2-3239
N/A	N/A	SUPERHAWK	CUSTOM BUILT CANOPY	11838
N/A	N/A	SUPERHAWK	CUSTOM BUILT CANOPY	11838

The City is hereby authorized to sell or dispose of the above referenced items in a manner, which in the discretion of the Public Works Director, nets the greatest amount to the City.

PASSED by City Council and APPROVED by the Mayor this _____ day of _____, 2018.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
APRIL O'BRIEN, Deputy City Clerk

Approved as to form:


By _____
JON WALKER, City Attorney

Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 02/26/18

AGENDA ITEM:	
Request to surplus and donate vehicles to the WA State Criminal Justice Training Commission	
PREPARED BY:	DIRECTOR APPROVAL:
Kari Chennault, Asst. Public Works Director	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Resolution No. _____	
BUDGET CODE:	AMOUNT:
N/A	
SUMMARY:	

The table below identifies four vehicles for which the City has no further public use or necessity. The equipment has been identified for replacement in the current and previous budget documents. Upon surplus, in lieu of auction, staff is requesting the four vehicles be donated to the Washington State Criminal Justice Training Commission (WSCJTC). The City frequently utilizes the Academy's services for both new and experienced police officers and staff believes the City would derive benefits through increased training resources made available to the WSCJTC by donating vehicles.

VIN#	MAKE	MODEL/DESCRIPTION	YEAR
2FAHP71W17X135953	FORD	CROWN VICTORIA	2007
2FAHP71V69X103283	FORD	CROWN VICTORIA	2009
2FAHP71W27X135945	FORD	CROWN VICTORIA	2007
2FAHP71W77X135942	FORD	CROWN VICTORIA	2007

RECOMMENDED ACTION:
 Staff recommends that Council Members authorize the Mayor to sign the attached Resolution declaring the four identified vehicles surplus and to authorize the donation thereof.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, DECLARING CERTAIN PROPERTY TO BE SURPLUS AND
AUTHORIZING ITS TRANSFER TO THE WASHINGTON STATE CRIMINAL
JUSTICE TRAINING COMMISSION.**

WHEREAS, the City owns four police vehicles, to wit:

EQUIP #	YEAR	MAKE	MODEL/DESCRIPTION	VIN #
P124	2007	FORD	CROWN VICTORIA	2FAHP71W17X135953
P134	2009	FORD	CROWN VICTORIA	2FAHP71V69X103283
P137	2007	FORD	CROWN VICTORIA	2FAHP71W27X135945
P139	2007	FORD	CROWN VICTORIA	2FAHP71W77X135942

and

WHEREAS, these vehicles are no longer needed for City purposes and are declared to be surplus; and

WHEREAS, the Washington State Criminal Justice Training Commission (WSCJTC) operates the state's training academy for police officers; and

WHEREAS, the City frequently utilizes the academy's services for both new and experienced police officers; and

WHEREAS, the WSCJTC has a need for police vehicles for training purposes; and

WHEREAS, additional training resources for the WSCJTC would directly benefit the City by enhancing training opportunities for the City's police officers who train at the academy; and

WHEREAS, by transferring the vehicles to the WSCJTC the City would derive benefits through increased training resources for the WSCJTC; and

WHEREAS, these benefits to the City would exceed the value the City could derive by selling or auctioning the vehicles; and

WHEREAS, the WSCJTC has agreed to accept these vehicles and to use them for training purposes; and

WHEREAS, it is in the public interest to transfer the vehicles to the WSCJTC .

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE these vehicles are surplus to the needs of the City and declared to be surplus.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE the proper officers of the City will take the appropriate steps to transfer ownership of these vehicle to the Washington State Criminal Justice Training Commission.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 20 ____.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Index #11

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

CITY COUNCIL MEETING DATE: 2/26/2018

AGENDA ITEM:	
Authorizing the Change in Position from Deputy Clerk to Financial Analyst	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon, Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
00101023.511000-525000	\$6,250.80
SUMMARY:	

Finance currently has two Deputy Clerk positions, one of the positions will be vacated as of March 1, 2018 and Finance is requesting this position be changed to a Financial Analyst. The financial activity, especially analysis has out-paced the records and agenda activity of the Deputy Clerk position. A Financial Analyst will assist with activities such as inventory; revenue and expense analysis; budget preparation, review, and monitoring; purchasing policy; records and PRA compliance and many similar activity that require more attention.

The Deputy Clerk is an N112 on the Pay Grid and the Financial Analyst is an N113. With the currently pay and benefits of the Deputy Clerk it is estimated that the Financial Analyst will only require an increase of \$6,250.80 to the Finance budget.

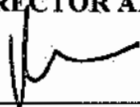
A Financial Analyst will greatly enhance the service level of Finance.

RECOMMENDED ACTION:
City staff recommends that the City Council authorize one of the positions of Deputy Clerk be changed to a Financial Analyst.

Index #12

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 26, 2018

AGENDA ITEM:	
Professional Services Agreement with KPFF Consulting Engineers for Design of the 83 rd Ave NE and Soper Hill Rd Intersection Improvements	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton, Project Engineer	
DEPARTMENT:	
Public Works / Engineering	
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE:	AMOUNT:
30500030.563000, R1705	\$176,174.00
SUMMARY:	
<p>Due to increased development in the City of Marysville's Whiskey Ridge neighborhood, the intersection at 83rd Ave NE and Soper Hill Road will not meet the required level of service standards. The intersection resides within the City of Lake Stevens' jurisdiction. The City of Marysville has partnered with the City of Lake Stevens in order to move the improvements forward ahead of proposed development in Marysville. This development is currently occurring along the 83rd Ave NE corridor. Marysville will lead the project design and construction, while Lake Stevens will retain permitting authority.</p> <p>The City advertised a Request for Proposals in early December 2017, requesting that firms submit written proposals stating their qualifications to provide consultant services related to this project. The City received proposals from five (5) firms and selected KPFF as the most qualified firm for the project.</p> <p>The attached Professional Services Agreement (PSA) will provide the City with design services for the project. It is staff's opinion that the negotiated fee of \$176,174.00 is fair and consistent with industry standard.</p>	

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement for the 83rd Ave NE and Soper Hill Rd Intersection Improvements project with KPFF Consulting Engineers in the amount of \$176,174.00.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND KPFF CONSULTING ENGINEERS**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation ("City"), and KPFF Consulting Engineers, a corporation incorporated in Washington, organized under the laws of the state of Washington, located and doing business at 1601 5th Avenue, Suite 1600, Seattle, WA 98101-0000 ("Consultant").

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

1. **SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached Exhibit A, incorporated herein by this reference (the "Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.
2. **TERM.** The term of this Agreement shall commence on February 27, 2018 and shall terminate at midnight on March 31, 2019. The parties may extend the term of this Agreement by executing a written supplemental amendment.
3. **COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in Exhibit A and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed One Hundred Seventy Six Thousand One Hundred Seventy Four Dollars and Zero Cents (**\$176,174.00**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

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

4. CONSULTANT'S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked "Confidential."
- (2) If records identified as "Confidential" by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively "Damages") arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

_____ (City Initials) _____ (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

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

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

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

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

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

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

4.10 EMPLOYMENT.

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman's Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

_____ No, employees performing the Services have never been retired from a Washington state retirement system.

_____ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in Exhibit B, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in Exhibit B.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

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

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

4.16 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

5. CITY APPROVAL REQUIRED. Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE

Adam Benton

80 Columbia Avenue

Marysville, WA 98270

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

KPFF CONSULTING ENGINEERS

Mick Monken, P.E.
1601 5th Avenue, Suite 1600
Seattle, WA 98101

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

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

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

6.5 SEVERABILITY.

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

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

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

6.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

6.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

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

6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this _____ day of _____, 20____,

CITY OF MARYSVILLE

KPFF CONSULTING ENGINEERS

By _____
Jon Nehring, Mayor

By _____
Ron Leimkuhler
Its: Principal

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A



SCOPE OF WORK

CITY OF MARYSVILLE – 83RD/SOPER HILL ROAD ROUNDABOUT

Revision: 15 February 2018

PROJECT DESCRIPTION

The City of Marysville (City), in cooperation with the City of Lake Stevens, plans to construct a roundabout at the intersection of 83rd Avenue Northeast and Soper Hill Road and frontage improvements include a multi-purpose trail along the north side of Soper Hill Road east of 83rd Avenue Northeast. With the exception of the north leg of the intersection, the project site is within the jurisdiction of Lake Stevens and an Inter-local Agency Agreement (ILA) is currently in process between the two cities for this project's construction. The intent of the project is to ensure safe vehicle and non-motorized movements while maintaining an acceptable level of service (LOS) of the intersection. In July 2016, the Transpo Group released an Intersection Analysis for the City which demonstrated that a 60-foot diameter inscribed circle roundabout (RAB) would perform at LOS A through 2035.

The services provided by KPFF's team are to: develop alternative concepts; perform analysis and select a preferred alternative; take the preferred alternative through full design; prepare a bid ready package; and support the City with stakeholders and through the bid process. The preference of the City is to design so that the entire project improvements will be within the existing right-of-way limits.

PROJECT OBJECTIVES

- Provide a pedestrian- and vehicle-safe intersection.
- Provide a section of multi-use, non-motorized pathway along the north side of Soper Hill Road east of 83rd Avenue Northeast.
- Enhance and protect future operational efficiencies on the 83rd Avenue Northeast/Soper Hill Road intersection through 2035.
- Perform the improvements within the existing right-of-way.
- Analyze four (4) roundabout options to develop a preferred alternative.
- Provide the plans, specifications, and cost estimate (PS&E) documents necessary for construction bidding in 2018.

PROJECT TEAM

The project team includes:

Owner	City of Marysville
Jurisdiction Agencies	City of Marysville and Lake Stevens
Prime Consultant	KPFF Consulting Engineers
Survey	KPFF Consulting Engineers
Geotechnical Engineer	HWA
Drainage Engineer	KPFF Consulting Engineers
Environmental/Permitting	KPFF Consulting Engineers
Landscape Design	HBB
Retaining Walls	KPFF Consulting Engineers
Civil Design	KPFF Consulting Engineers
Construction Management	KBA – <i>Optional Future Service</i>

TASK NO. 1 - PROJECT MANAGEMENT

- 1.1 Preparation of Invoices and Progress Reports:** A monthly invoice and progress report will be prepared and submitted to the City. The progress report will describe the work represented by the invoice. KPFF will compile the invoices and progress reports for the consultant team into a single document to be submitted to the City.
- 1.2 Team Management & QA/QC:** KPFF will perform general coordination and be the main point of contact between the multidiscipline team member and the City. KPFF will collect information from and disseminate information to the team. KPFF will review and provide the team information in providing the City compliant documents. KPFF will perform QA/QC review of the project at 100% design.
- 1.3 Meetings with Project Stakeholders:** KPFF has set aside hours to perform support services to the City as needed. Work will be performed within the limits of this budget. Adjustment may be necessary in the event that the estimated hours are exceeded.
- 1.4 Team Meetings:** KPFF will schedule meeting with the City to coordinate the design process. In-person meetings, held at the City's Public Works office, are estimated to be two hours each and will be at the following milestones:
- 1) Review of alternative concepts
 - 2) Review of preferred concept
 - 3) Review of 30% design
 - 4) Review of 90% design
 - 5) Review of bid package

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Page 3

Phone coordination meetings are anticipated two times each month between KPFF and the City's PM and with Lake Stevens. Allocation of time is 16 hours total.

Phone and Site coordination support meeting has a set aside of 20 hours total throughout the duration of the project.

ASSUMPTIONS

- The overall project duration is estimated to be eight months from Notice to Proceed.
- Marysville will be responsible for public outreach.
- Marysville will lead public involvement and stakeholder coordination (including, but not limited to, HOAs, utilities, Community Transit, Lake Stevens School District, emergency response services, adjacent property owners, and development community).
- KPFF will provide support for public involvement and stakeholder coordination (including, but not limited to, HOAs, utilities, Community Transit, Lake Stevens School District, emergency response services, adjacent property owners, and development community).
- Marysville will be the lead contact with the City of Lake Stevens; however, KPFF can coordinate directly with Lake Stevens, in which case KPFF will provide notification and summary brief to Marysville Project Manager of project-related contacts.

DELIVERABLES

- Monthly progress reports and invoices
- Meeting minutes
- Documented briefs on meeting with stakeholders where support is provided

TASK NO. 2 - SURVEY

- 2.1 Survey Research and Preparation:** Conduct research of horizontal and vertical control information, surveys of record, and City records (if any) pertaining to rights-of-way and utilities.
- 2.2 Right-of-Way and Parcel Establishment:** Analyze field control data, records research, and property description information and calculate existing rights-of-way and adjacent parcel lines.
- 2.3 Field Survey Control (Horizontal and Vertical):** Perform GPS control survey to establish required horizontal and vertical control and existing monumentation for right-of-way and adjacent parcel determination. Supplemental conventional field control may be necessary where GPS cannot be obtained.

- 2.4 Cross-Section Survey (Drainage Analysis):** Perform field topographic survey of the roadway, the limits of which are described as follows: from the intersection of 83rd Avenue Northeast and Soper Hill Road to include the intersection and 350 feet westerly; 750 feet easterly; 250 feet northerly; and 150 feet southerly. Survey to remain within the existing right-of-way (80 feet). Survey is to include planimetric features, spot elevations sufficient to generate 1-foot contours, and cross-sectional data from right-of-way to utilities.
- 2.5 Basemap Compilation/Preparation:** Process topographic field data and prepare CAD basemap depicting the above mentioned topographic features, right-of-way lines, and adjacent parcel lines.
- 2.6 Submittal/Review Process:** KPFF will address comments as provided by the client.
- 2.7 Professional Land Surveyor Certification:** Stamp and sign final topographic survey map.

ASSUMPTIONS

- Data will be in compliance with APWA CAD standards.
- It is assumed that all design efforts are to remain within the existing right-of-way. All topographic information will be confined to the existing right-of-way. Should additional data need to be obtained on private property, it shall be the responsibility of the client to obtain necessary rights-of-entry permission from private property owners.
- It is assumed there will not be right-of-way acquisitions or easements prepared for this project. KPFF can provide this service and prepare a revised fee proposal upon the request of the client.
- Adjacent parcel lines will be based on deed descriptions, found monumentation and best available record information.
- No monuments, property corners, or right-of-way lines will be staked.
- Construction staking is not a part of this proposal.
- City will order and provide the title reports to KPFF.
- The City will provide KPFF with access to any available utility mapping or record information.
- City will pothole City owned utilities and/or provide core depths as necessary.
- Utilities will be based on on-site locates and best available as-built information and should be considered approximate. KPFF will lead the outreach for utility locates.
- Building, power pole, and above-ground utility line heights are not a part of this scope.
- Below-ground utility depths (except for sewer and storm structure inverts) are not a part of this scope.
- Below-ground utility pipe/cable sizes will not be shown (except for sewer and storm structure inverts) except where record information is available.

City of Marysville – 83rd/Soper Hill Road Roundabout
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- Topographic survey map will be drawn at a scale most convenient for sheet size unless otherwise specified by the client.
- Buildings on adjacent properties will not be shown.
- Identifying tree conditions are not a part of this scope. If this is required, we can obtain the services of a qualified arborist for an additional fee.

DELIVERABLES

- Draft basemap in PDF and electronic AutoCAD 2017 copy
- Final basemap in PDF and electronic AutoCAD 2017 copy
- PLS stamped Surveyor Certification

TASK NO. 3 - GEOTECHNICAL (HWA)

3.1 HWA Task Management

- 1) **Invoice Generation and Processing:** HWA will prepare monthly invoices and progress reports for the duration of the design phase of the project.
- 2) **Geotechnical Task Management:** HWA will provide geotechnical task management to all geotechnical related aspects of the project. HWA will correspond with the City and the design team in the form of emails, fax, and telephone calls, as necessary.

3.2 Project Setup

- 1) **Project Setup:** HWA will initiate the project and set up billing information in support of invoicing throughout the project.

3.3 Geotechnical Engineering Analyses and Recommendations:

- 1) **Evaluate Geotechnical Explorations Field:** Based on the test pits observations and sampling and the laboratory test results of selected samples, HWA will generate estimates of the soil strength and other properties needed to evaluate the effects the subsurface conditions will have on the proposed improvements.
- 2) **Conduct Infiltration Screening Analyses and Provide Recommendation:** HWA will evaluate the near-surface soils to determine the potential for use of onsite infiltration as a method of stormwater management for the project. HWA will develop preliminary infiltration parameters using existing correlations with grain size analyses data. If this screening results in identifying areas with potential for onsite infiltration, these areas will be tested as part of optional services during future phases of the project. The infiltration evaluations as part of the optional services will include conducting two Pilot Infiltration Tests (PIT) at the location of the proposed improvements. HWA recommends that costs associated with Pilot Infiltration Testing under optional services be held as part of the management reserve within project budget. If the subsurface soils and groundwater are found to not be conducive to the use of onsite infiltration, no further infiltration testing would be recommended.

- 3) **HWA QA/QC:** HWA will have all design calculations and recommendations reviewed by a senior principal prior to distribution to the design team or the City.
- 4) **Prepare Draft Geotechnical Engineering Memorandum:** HWA will prepare a draft geotechnical engineering memorandum for the project. This memorandum will contain the results of the geotechnical engineering observations investigations, including description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; and laboratory test results. The report will estimated of soil load bearing and opinion of infiltration based on soil observations.
- 5) **Prepare the Final Geotechnical Engineering Memorandum:** HWA will finalize the geotechnical memorandum once we receive review comments from KPFF and the City.
- 6) **Project Coordination Meetings:** HWA will attend up to one (1) project coordination meetings. HWA's attendance will be used to convey the geotechnical considerations of the site to the City and the design team.

3.4 GEOTECHNICAL EXPLORATION PROGRAM:

- 1) **Collect and review available geotechnical data:** HWA will review readily available and relevant information along the project corridor. This review will include belle haven geotechnical report (2017), online geotechnical databases, geologic maps and HWA library.
- 2) **Coordinate Geotechnical Field Exploration Program:** HWA will coordinate the geotechnical exploration program with the City and the design team. HWA assumes the City will be responsible for the utility locates, traffic control plans and implementation, the excavator and surface restoration and clean-up.
- 3) **Conduct Geotechnical Explorations:** HWA will conduct one day of visual observations of soils and sampling will include a series of up to four excavated test pits in the vicinity of the projects intersection. Each test pit will be dug up to 11 foot depth, below ground surface along the project corridor to assess the subsurface soil and groundwater conditions in the vicinity of the intersection.

All of the above described test pits will be conducted within the existing right-of-way outside the travel lanes. Proposed test pit locations will be two at the intersection and one west and one south of the intersection.
- 4) **Generate Test Pit Logs and Assign Laboratory Testing:** HWA will prepare summary test pit logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing would include moisture content, hydrometers, and grain-size distribution.

ASSUMPTIONS

- City will provide excavator and traffic control and have utilities located to perform excavation of up to 4 pit tests. Excavation locations will be outside of the pavement. City assumes to conduct the surface restoration and clean-up.
- Pavement coring report, traffic counts, assumed growth rates, and other pavement design parameters will be provided by the City.
- City will provide the pavement section to KPFF.
- The geotechnical explorations proposed herein will NOT be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water (either sampled or spoils from drilling) are beyond this scope of services. City is responsible for the handling of any contaminated soils and/or ground water encountered.
- All required Street Use Permits will be provided by the City at no cost to HWA.
- All Geotechnical Explorations will be completed during daylight hours.

DELIVERABLES

1. 2. Draft and Final Geotechnical Engineering Memorandum

TASK NO. 4 - PILOT INFILTRATION TESTING (HWA) – OPTIONAL RESERVE

Optional Pilot Infiltration Testing would be completed if onsite infiltration is determined feasible based on initial grain size screening. If needed, this task would be completed under contract to KPFF as a management reserve item and will consist of the following subtasks.

4.1 Coordinate Field Explorations: HWA will plan and coordinate with the City and design team to complete a pilot infiltration test. HWA assumes the City will be responsible for the utility locates, traffic control plans and implementation, the excavator, water truck or fire hose, and surface restoration and clean-up.

4.2 Conduct PIT Field Explorations: HWA will conduct one small-scale pilot infiltration test (PIT) for determining stormwater infiltration, as described in the 2014 State of Washington Department of Ecology Amended Stormwater Management Manual of Western Washington. One location along the project alignment will be chosen based on the distribution of soils found in the initial borings and design considerations. The small-scale PIT consists of adding water to an excavation where the area of the bottom of the excavation ranges from 12 to 32 square feet. The PIT will be completed at the proposed elevation of the base of the proposed infiltration facility, not to exceed 4 feet below existing ground surface. Water within the PIT will be maintained at a depth of approximately 6 to 12 inches over a 7-hour period. The water is then turned off and the falling head rate is measured to approximate the in-situ infiltration rates. HWA will rent fire hoses or a water truck to convey water to the excavations from the nearest hydrants.

Water inflow rates will be monitored, adjusted, and recorded at intervals throughout the test period as appropriate.

4.3 Generate Logs and Assign Laboratory Testing: All of the soil samples retrieved from the pit will be sealed in plastic bags and taken to our Bothell, Washington, laboratory for further examination and testing. Selected soil samples will be tested to determine relevant engineering and index properties for our engineering analyses. Soil and laboratory test information will be presented in summary boring logs that will be generated upon completion of our exploration program.

4.4 Data Reduction and Engineering Analysis: HWA will evaluate the data obtained from the PIT to determine an appropriate design infiltration rate for the site. These evaluations will be completed in general accordance with the 2014 State of Washington Department of Ecology Amended Stormwater Management Manual of Western Washington.

4.5 Update Draft Geotechnical Memorandum: HWA will update the draft geotechnical memorandum to include the results of the the Pilot infiltration test.

ASSUMPTIONS

- City will provide excavator, water truck or fire hose, traffic control plans and implementation and will conduct utilities located prior to excavation of up to the pit tests. Excavation locations will be outside of the pavement. City assumes to conduct the surface restoration and clean-up.
- City will obtain hydrant permit is necessary to perform the PIT test.
- Access to the site and all required exploration permits will be provided to HWA by the City at no cost to HWA.
- The location of PIT will be chosen beyond the existing shoulders and sidewalks. Existing vegetation will be removed and/or damaged, and will not be restored under our scope of work. Upon completion of the PIT, a test pit will be dug through the bottom with the backhoe. The test pit and PIT excavation will then be backfilled to grade with the spoils and tamped in lifts. Future settlement should be expected. The backfill at ground surface will be smoothed and straw mulch spread on the surface for erosion control. No other plant or landscaping restoration is included.

DELIVERABLES

- Update of Geotechnical Memorandum to include results of the PIT

TASK NO. 5 - ENVIRONMENTAL

KPFF will conduct an environmental analysis and an assessment of the project permitting needs and provide as-needed assistance to the City in fulfilling project permit requirements.

5.1 SEPA Checklist

KPFF will prepare and submit a SEPA checklist and a project area natural resource maps to support the SEPA narrative through the City of Lake Stevens for processing and approval.

5.2 Summary Memo

KPFF will prepare a summary memo that will include:

- Briefing of the environmental process
- Photo log from the site visit with any issues identified
- Copy of the SEPA checklist
- Copy of the response from City of Lake Stevens on SEPA findings

ASSUMPTIONS

- City is responsible for the Historical and Archeology review.
- City will prepare the Inadvertent Human Remain Discovery Plan (IDP) and provide a copy to KPFF in Word format for incorporation into the Bid Document.
- City of Lake Stevens is the SEPA permitting agency.
- The project is Categorical Exempt under WAC 197-11-800(26).
- A Critical Areas Report is not necessary and verifies all the environmental issues can be addressed through the checklist and narrative in the above described "summary memo."

DELIVERABLES

- Copy of the SEPA Checklist
- Copy of any City of Lake Stevens response
- Copy of the Declaration of Non-significance (DNS)

TASK NO. 6 - COMPREHENSIVE DESIGN REPORT

KPFF will perform the following tasks through coordination with the City. This information will be assembled into the project's comprehensive design report.

6.1 Establish Design Criteria

KPFF will prepare and submit a design matrix to the City for review and approval.

6.2 Alternative Development

KPFF will prepare four (4) alternative concepts with a planning level review matrix and submit to the City for review and comments. KPFF will assist the City to select up to 2 alternative concepts, with possible revisions, for analysis.

6.3 Alternative Analysis

KPFF will perform up to two (2) alternative concept analysis that will include planning level costs, potential environmental issues, right-of-way (ROW) impact, and utility impacts. KPFF will assist the City in the selection of a single Preferred Alternative.

6.4 Preferred Alternative Assessments

KPFF will perform the following steps to assess the selected alternative through the following tasks:

1) Assessment of Required Permits

KPFF will identify potential permits and costs, such as grading, right-of-way, and stormwater associated with the selected alternative.

2) Preliminary Stormwater Assessment

KPFF will perform an analysis for the stormwater needs for water quality, stormwater detention, conveyance, and the potential for low impact development method for ground water infiltration and treatment.

3) Preliminary Right-of-way Assessment

KPFF will identify any potential right-of-way or easement impacts and analysis options to reduce or eliminate such needs within the layout.

4) Preliminary Engineer's Probable Cost

KPFF will prepare a planning level probable cost estimate.

6.5 Preferred Alternative Recommendation

KPFF will provide a recommendation that includes a matrix of the review process and summary of the other alternatives concepts considered.

6.6 Preliminary CPM Schedule

A Critical Path Method schedule will be created using Microsoft's Project Manager Software. This will show the project timeline from the approval of the Preferred Alternative through bid award.

6.7 Design Report

KPFF will assemble the information from the preceding Task 5 actions, create a summary memo, and submit to the City a single Design Report document.

ASSUMPTIONS

- Preliminary Engineer's probable cost will be based on WSDOT Bid Item Analysis information for key identifiable items and will use a contingency to cover unknowns.
- Four alternative concepts will be developed by KPFF.
- KPFF will meet with the City to review, select, and modify up to two of the four alternative concepts for planning level analysis.

DELIVERABLES

- Four alternative concepts will be prepared and presented to the City
- Design Criteria Table
- Alternative concept evaluation matrix
- CPM Schedule
- Comprehensive Design Report

TASK NO. 7 - LANDSCAPING (HBB)

7.1 Project Management

1) Preparation of Invoices and Progress Reports

A monthly invoice and progress report will be prepared and submitted to KPFF. The progress report will describe the work represented by the invoice.

7.2 Team Management & QA/QC

- See submittal tasks 6.6, 6.7, and 6.8 for QA/QC reviews.

7.3 Meetings with Project Stakeholders

- We do not anticipate time for this task.

7.4 Team Meetings

- Attend two (2) in-person coordination meetings with the City.
- Attend four (4) coordination meetings with the design team.

7.5 Prepare Alternative Concepts and Preferred Concept

- Attend one (1) site visit with City staff and design team to review existing site conditions.
- Prepare two (2) landscape and urban design alternative concepts.
- Based on comments received on the design alternative concepts, prepare a preferred concept.
- Conduct two (2) quality control reviews: one for the alternative concepts, and one for the preferred concept by a senior licensed landscape architect.

DELIVERABLES:

7.6 30% Submittal

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- Coordinate and respond to City comments on the preferred landscape and urban design concepts.
- Provide urban design input on paving pattern designs for the roundabout and splitter islands.
- 30% plans will only identify the areas to receive planting and irrigation.
- 30% cost estimate (planting and irrigation) based on square-foot unit prices.
- Outline technical specifications WSDOT format.
- Conduct one (1) quality control review by a senior licensed landscape architect.

7.7 90% Submittal

- Coordinate and respond to City and team comments on the 30% submittal.
- Provide design input on paving pattern designs for the roundabout and splitter islands.
- 90% Planting Plans, Schedule, and Details.
- 90% Irrigation Plans, Schedule, and Details.
- 90% cost estimate (planting and irrigation) based on WSDOT bid units.
- Technical specifications WSDOT format.
- Conduct one (1) quality control review by a senior licensed landscape architect.

7.8 100% Bid Submittal

- Coordinate and respond to City comments on the 90% submittal.
- 100% Planting Plans, Schedule, and Details (five sheets estimated).
- 100% Irrigation Plans, Schedule, and Details (five sheets estimated).
- 100% cost estimate (planting and irrigation) based on WSDOT bid units.
- 100% technical specifications WSDOT format.
- Conduct one (1) quality control review by a senior licensed landscape architect.

ASSUMPTIONS

- The City will conduct the Public Outreach.
- All structural engineering by KPFF. HBB will provide design recommendations and input on the paving pattern design for the roundabout and splitter islands.
- KPFF will lead utility coordination.
- City will provide the pavement section to KPFF.

City of Marysville – 83rd/Soper Hill Road Roundabout
Page 13

- City utilities adjustments will be included within the design plans.
- Site furnishings are not included.
- All street lighting design by KPFF.
- Arborist services are not included.
- KPFF will be responsible for providing a sight line exhibit for planting heights.
- KPFF will provide design services for water service connection to irrigation meter and electrical connection to irrigation controller. This irrigation system will be turned over to the Bele Haven HOA upon completion of the project by the City.
- Bidding support and construction observation services are not included.

DELIVERABLES

- Two (2) alternative landscape corridor concepts (three sheets per concept estimated).
- Two (2) roundabout and splitter island enlargement concepts with product photo examples (one sheet per concept estimated).
- One (1) preferred landscape corridor concept (three sheets estimated).
- One (1) preferred roundabout and splitter island enlargement concept with product photo examples (one sheet estimated).
- 30% planting and irrigation plans (five sheets estimated).
- Plant list with plant cut sheets.
- 30% urban design recommendations for the roundabout and splitter islands (one sheet estimated).
- 30% cost estimate (planting and irrigation) based on WSDOT bid units.
- Draft outline technical specifications WSDOT format.
- 90% Planting Plans, Schedule, and Details (five sheets estimated).
- 90% Irrigation Plans, Schedule and Details (five sheets estimated).
- 90% cost estimate (planting and irrigation) based on WSDOT bid units.
- Technical specifications WSDOT format.
- 100% Planting Plans, Schedule and Details (five sheets estimated).
- 100% Irrigation Plans, Schedule and Details (five sheets estimated).
- 100% cost estimate (planting and irrigation) based on WSDOT bid units.
- 100% technical specifications WSDOT format.

TASK NO. 8 - PLANS, SPECIFICATION, AND ESTIMATE

KPFF will prepare Civil Engineering design documents and cost estimates for the project at 30%, 90%, and Final design level.

8.1 Roadway Design 30%

1) Alignment

Provide vertical profile of roadway centerlines and horizontal profile of curb and gutters, roundabout island, sidewalks, and drainage.

2) Grading

Preliminary Cut/Fill lines based on 4:1 for fill and 2:1 for cuts.

3) Channelization

Layout of centerlines, splitters, shoulder, and crosswalks.

4) Paving

Definition of pavement limits and pavement section.

5) Stormwater

Analysis of existing and new impervious surface, collection and conveyance system layout, detention system calculation and layout, water quality options review, and recommendations.

6) Utility Coordination

Identify impacted utilities and provide support to the City for coordination with the utility providers. KPFF will provide support to the City up to six hours total.

7) Cost Estimate

Engineering cost estimate will be prepared based on per unit bid items and will include a 20% contingency.

8) Submittal and Response

30% design plan set and cost estimate will be provided to the City for comments and KPFF will provide a written response to the comments.

8.2 Roadway Design 90%

1) Alignment

Refine design and detail design layout to include curb flow lines, match points, and cross sections.

2) Grading

Final cut/fill lines based on 4:1 for fill and 2:1 for cuts.

3) Site Demolition

Identification of clearing limits and detail of demolition items.

4) Channelization

Stationing and call outs for layout of centerlines, splitters, shoulder, and crosswalks, and detail sign plan.

5) Paving

Detail pavement limits and HMA sections.

6) Stormwater

Refine and detail stormwater collection and conveyance system layout, detention system facility and control, detail water quality treatment system, and detail outfall design.

7) Utility Coordination

Provide support to City for coordination with utilities.

8) Construction Phasing Plans with Traffic Control Plan

Prepare a construction phasing plan with traffic control to allow for traffic flow throughout construction.

9) Erosion Control Plans

Prepare an erosion control plan to allow silt control during construction.

10) Cost Estimate

Engineering cost estimate will be prepared based on per unit bid items and will include a 10% contingency.

11) Draft Specification Set

Prepare a draft specification set including the incorporation of the City's contract document pages (boiler plates).

12) Submittal and Response

90% design plan set, draft specification document, and cost estimate (PS&E) will be provided to the City for comments, and KPFF will provide a written response to the comments.

8.3 Final PS&E Package

1) Roadway Design 100%

Prepare design for final review by the City, perform revisions, and provide a response to comments.

2) Prepare Final Cost Estimate

Update cost estimate to reflect City-reviewed 100% roadway design plan set.

3) Final Specification Set

Prepare final specifications.

4) Assemble and Submit Bid Ready Document Package

City of Marysville – 83rd/Soper Hill Road Roundabout
Page 16

Submit to the City a bid ready copy of the Plans Set, Specifications, and Cost Estimate.

City of Marysville – 83rd/Soper Hill Road Roundabout
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ASSUMPTIONS

- Design will be performed in AUTOCAD 2017 copy.
- Sheet Count for the project:

Description	Sheet Count
Cover Sheet (Index, Vicinity Map, Abbreviations)	1
General Notes	1
Site Preparation/Demo	2
Erosion Control	1
Erosion Control Details	1
Erosion Control Notes	1
Roadway Typical Sections	1
Roadway Plan	2
Roadway Details	1
Intersection Lighting Plan	1
Street Lighting Plan	2
Paving and Grading Plans	2
Paving Details	1
Intersection	1
Intersection Details	2
ADA Ramp details	1
Drainage Plan	2
Drainage Profiles	2
Drainage Details	2
Stormwater Pollution Prevention Plan	1
Striping and Signage Plan	2
Striping and Signage Details	1
Landscaping Plans	4
Landscaping Details	1
Irrigation Plans	5
Project Phasing/Traffic Control	3
Traffic Control Details	1
TOTAL SHEETS	45

- Project will be designed in accordance with WSDOT, City of Marysville and City of Lake Stevens' standards.
- City of Marysville will provide the specification contract documents (boiler plate) in Word format.

City of Marysville – 83rd/Soper Hill Road Roundabout
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- Specifications will be in accordance with the 2018 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.
- Stormwater standards will be in accordance with the 2012 Department of Ecology Stormwater Manual.
- Stormwater permitting will be covered under the City of Lake Stevens current NPDES permit.
- Based on the Preferred Alternative, the design will be provided to the City for review and comments at a 30%, 90%, and final level.
- Plans will be provided in half scale on 11x17 sheets.

DELIVERABLES

- 30% plan set (11x17) in PDF format
- 30% cost estimate in PDF format
- 90% plan set (11x17) in PDF format
- 90% cost estimate in PDF format
- Stormwater design memo in PDF and Microsoft Word format
- 100% plan set in full and ½ scale in PDF format
- Bid Ready Package – Final Plans, Specification, Final Estimate in PDF format
- Final design documents will be provided in their native format (AutoCAD, MS Word, MS Excel) on a thumb drive

TASK NO. 9 - BID SUPPORT

KPFF will provide support services to the City that include a response to questions, preparation for Request for Information (RFI), preparation of Addendums, bid reviews, reference checks, and preparation of a recommendation.

TASK NO. 10 - CONSTRUCTION SUPPORT

KPFF will provide support services to the City during construction on an as-needed basis. This will be performed on a work order process, so no fees for this service will be included in the initial fee schedule that includes Task 1 through Task 9.

Revision: 2/15/2018

KPF and Subconsultants		KPFF	HWA	HBB	Total
TASK		Prime	Environmental	Landscaping	
1	Project Management				\$ 12,551
1.1	Preparation of Invoices and Progress Report	\$ 2,933	\$ -	\$ -	\$ 2,933
1.2	Team Management & QA/QC	\$ 2,073	\$ -	\$ -	\$ 2,073
1.3	Meeting with Project Stakeholders	\$ 4,876	\$ -	\$ -	\$ 4,876
1.4	Team Meetings	\$ 2,669	\$ -	\$ -	\$ 2,669
2	Survey				\$ 19,444
2.1	Survey Research and Preparation	\$ 1,406	\$ -	\$ -	\$ 1,406
2.2	Right of Way and Parcel Establishment	\$ 1,305	\$ -	\$ -	\$ 1,305
2.3	Field Survey Control	\$ 1,305	\$ -	\$ -	\$ 1,305
2.4	Cross-section Survey	\$ 7,781	\$ -	\$ -	\$ 7,782
2.5	Basemap Compilation/Preparation	\$ 4,686	\$ -	\$ -	\$ 4,686
2.6	Submittal/Review Process	\$ 863	\$ -	\$ -	\$ 863
2.7	Professional Land Survey Certification	\$ 2,096	\$ -	\$ -	\$ 2,097
3	Geotechnical				\$ 18,624
3.1	Task Management	\$ -	\$ 2,780	\$ -	\$ 2,780
3.2	Project Setup	\$ -	\$ 452	\$ -	\$ 452
3.3	Geotechnical Engineering Analysis and Recommendations	\$ -	\$ 2,953	\$ -	\$ 2,953
3.4	Geotechnical Exploration Program	\$ -	\$ 12,439	\$ -	\$ 12,439
4	Pilot Infiltration Testing (Management Reserve)				\$ 3,226
4.1	Coordination Field Explorations	\$ -	\$ 365	\$ -	\$ 365
4.2	Conduct PIT Field Explorations	\$ -	\$ 905	\$ -	\$ 905
4.3	Generate Logs and Assign Laboratory Testing	\$ -	\$ 434	\$ -	\$ 434
4.4	Data Reduction and Engineering Analysis	\$ -	\$ 623	\$ -	\$ 623
4.5	Update Draft Geotechnical Report	\$ -	\$ 900	\$ -	\$ 900
5	Environmental				\$ 3,735
5.1	SEPA Checklist	\$ 2,105	\$ -	\$ -	\$ 2,105
5.2	Summary Memo	\$ 1,630	\$ -	\$ -	\$ 1,630
6	Comprehensive Design Report				\$ 15,781
6.1	Establish Design Criteria	\$ 1,015	\$ -	\$ -	\$ 1,015
6.2	Alternative Development	\$ 4,157	\$ -	\$ -	\$ 4,157
6.3	Alternative Analysis	\$ 2,463	\$ -	\$ -	\$ 2,463
6.4	Preferred Alternative Assessments	\$ 1,711	\$ -	\$ -	\$ 1,711
6.5	Preferred Alternative Recommendation	\$ 2,107	\$ -	\$ -	\$ 2,107
6.6	Preliminary CPM Schedule	\$ 1,335	\$ -	\$ -	\$ 1,335
6.7	Design Report	\$ 2,994	\$ -	\$ -	\$ 2,994
7	Landscaping				\$ 18,443
7.1	Project Management	\$ -	\$ -	\$ 1,832	\$ 1,832
7.2	Team Management & QA/QC	\$ -	\$ -	\$ 4,404	\$ 4,404
7.3	Meetings with Project Stakeholders	\$ -	\$ -	\$ 1,947	\$ 1,947
7.4	Team Meetings	\$ -	\$ -	\$ 1,180	\$ 1,180
7.5	Prepare Alternative Concepts and preferred Concept	\$ -	\$ -	\$ 9,079	\$ 9,079
8	Plans, Specification, and Estimate				\$ 76,707
8.1	Roadway Design 30%	\$ 26,917	\$ -	\$ 5,509	\$ 32,427
8.2	Roadway Design 90%	\$ 23,023	\$ -	\$ 8,253	\$ 31,277
8.3	Final PS&E Package	\$ 10,356	\$ -	\$ 2,647	\$ 13,004
9	Bid Support				\$ 3,564
9.1	Bid Support	\$ 2,968	\$ -	\$ 595	\$ 3,564
TOTAL LABOR + OH + FEE		\$ 114,774	\$ 21,851	\$ 35,448	\$ 172,075
EXPENSES					
	Travel	\$ 491	\$ 500	\$ 350	\$ 1,341
	Traffic Count Estimate	\$ -	\$ -	\$ -	\$ -
	Printing & Postage	\$ 200	\$ -	\$ -	\$ 200
	Miscellaneous	\$ -	\$ 2,560	\$ -	\$ 2,560
TOTAL EXPENSES		\$ 691	\$ 3,060	\$ 350	\$ 4,101
TOTAL LABOR + OH + FEE + EXPENSES		\$ 115,465	\$ 24,911	\$ 35,798	\$ 176,174



Project Checklist

Professional Services Agreement (\$75,000 or above)

DO NOT REUSE THIS CHECKLIST. This checklist was generated based upon the answers you provided in the Contract Tool. Please utilize the Contract Tool for each new project.

INSTRUCTIONS: Complete Sections A – D and forward to the Clerk’s Office. Project Managers should retain a copy of the completed checklist for the project file. The Clerk will maintain the original checklist and supporting documents.

Date: February 15, 2018

Project: 83rd Ave NE and Soper Hill Rd Intersection Improvement Project

A. Type of Procurement

- Purchased/Personal Services
- A/E Professional Services (must procure under Chapter 39.80 RCW)

Department Procuring

- Non-Public Works:** See [Contracting for Services](#)
- Public Works Department:** Use [Consultant Selection for Professional Services](#)

Describe selection process below. Attach any supporting documentation. Attach additional pages if necessary.

B. Verification Process for Selected Consultant**Consultant Name, Address and Contact Info:**

KPFF Consulting Engineers
 1601 5th Avenue, Suite 1600
 Seattle, WA 98101

City of Marysville Business License ([Help me Locate a License](#) or [See Exemptions](#))

- Locate license [here](#), print out webpage and attach.
- OR**
- Consultant is exempt from having a license per MMC 5.02.030 (7) (insert applicable exemption subsection)

Registration Number / Industrial Insurance Coverage ([Click for More Information](#))

- Verify consultant [here](#), print out webpage and attach.
- # _____
- Status listed as active.
- "Effective Date" on or before bid submittal deadline.
- Check "Expiration Date" has not passed.
- Workers' Comp: Check for: "Account is current."
- OR**
- Not applicable to selected consultant.

Consultant Unified Business Identifier ([Click for More Information](#))

- Verify consultant [here](#), print out webpage and attach.
- UBI/Tax Registration # 578 063 612
- Check "Account Closed:" = OPEN

Consultant Employment Security Department Number

- # _____ (Provided by Bidder)
- OR**
- Not applicable to selected consultant.

D. Materials to Submit to City Clerk's Office

- This Project Checklist.
- Two contracts signed by consultant with blue ink.¹
 - Contract is from the Contract Tool **OR** any modified language has been reviewed and accepted by the Legal Department.
 - Individual(s) executing the contract has authority to do so on behalf of the consultant. (Who can sign the contract for the consultant?)
- Completed Contract Routing Sheet.
- Insurance Certificate and Endorsements.² Any changes of standard insurance requirements must be approved by the Legal Department.
- Agenda Bill.
- Printed webpages from Section B – Consultant Verification.

Project Manager:



 / 2/15/18
 Signature Date

¹ Contracts may only be routed to the Mayor by the City Clerk's Office for tracking purposes. Do not route your contract directly to the Mayor.

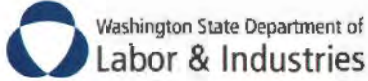
² If any insurance policies are set to expire prior to the termination of the contract, you must obtain and submit current insurance certificates to the Clerk's Office upon expiration.

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[Safety & Health](#) [Claims & Insurance](#) [Workplace Rights](#) [Trades & Licensing](#)



K P F F INC

Owner or tradesperson
INC KPFF
Doing business as
KPFF

1601 5TH AVE #1600
SEATTLE, WA 98101

WA UBI No.
578 063 612

Workers' comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
305,932-00

Account is current.

Doing business as
KPFF

Estimated workers reported
Quarter 4 of Year 2017 "Greater than 100 Workers"

L&I account contact
T4 / CASSANDRA SMITH (360)902-5632 - Email: SMCA235@lni.wa.gov

Public Works Strikes and Debarments

Verify the contractor is eligible to perform work on public works projects.

Contractor Strikes
No strikes have been issued against this contractor.

Contractors not allowed to bid
No debarments have been issued against this contractor.

Workplace safety and health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date
09/06/2012

Inspection no.
316258318

Location
3015 112th Avenue NE,
Bellevue, WA 98004

Violations

BUSINESS INFORMATION

Business Name:

KPFF, INC.

UBI Number:

578 063 612

Business Type:

WA PROFIT CORPORATION

Business Status:

ACTIVE

Principal Office Street Address:

Principal Office Mailing Address:

Expiration Date:

07/31/2018

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/ Registration Date:

07/26/1963

Period of Duration:

Perpetual

Inactive Date:

Nature of Business:

REGISTERED AGENT INFORMATION

Registered Agent Name:

DAVID M SEMAN

Street Address:

1601 5TH AVE STE 1600, SEATTLE, WA, 98101-0000, UNITED STATES

Mailing Address:

1601 5TH AVE STE 1600, SEATTLE, WA, 98101-0000, UNITED STATES

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		STEVE	DILL
GOVERNOR	INDIVIDUAL		JOHN	GAVAN
GOVERNOR	INDIVIDUAL		JEFFERSON	ASHER
GOVERNOR	INDIVIDUAL		RICK	DAVIS

Index #13

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 02/26/18

AGENDA ITEM:	
Snohomish County Human Services Grant	
PREPARED BY:	DIRECTOR APPROVAL:
Joanna Martin	
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
<ul style="list-style-type: none"> • Basic Terms and Conditions between Snohomish County and City of Marysville • Business Associate Agreement 	
BUDGET CODE:	AMOUNT:
00110337 370700	\$15,000.00
SUMMARY:	
<p>The Parks, Culture and Recreation Department has been awarded a renewal grant-in-aid agreement through Snohomish County Human Services Department to offset personnel costs and benefits for senior programs. The total grant of \$15,000 will cover part of the salary for the Program Clerk assigned to the Ken Baxter Community Center.</p> <p>The Parks, Culture and Recreation Department will generate all reporting documents required by Snohomish County for this grant.</p>	

RECOMMENDED ACTION:

Staff recommends that the Council authorize the Mayor to sign the "Basic Terms and Conditions between Snohomish County and City of Marysville" and "Business Associate Agreement".

BASIC TERMS AND CONDITIONS
BETWEEN
SNOHOMISH COUNTY
AND
CITY OF MARYSVILLE

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BASIC TERMS AND CONDITIONS

THIS DOCUMENT of Basic Terms and Conditions, hereinafter referred to as the “Agreement,” is entered into by and between Snohomish County, a political subdivision of the State of Washington, on behalf of its Human Services Department, hereinafter referred to as “County,” and City of Marysville, hereinafter referred to as “Agency.”

I. PURPOSE

It is the purpose of this document to establish appropriate basic terms and conditions which may be incorporated by reference into subsequent contracts between the County and the Agency for social and health services funded in whole or in part by or through the County. This document has no independent force or effect.

II. DEFINITIONS

As used throughout this Agreement and any Contract incorporating this Agreement, unless specified otherwise, the following terms shall have the meanings set forth below:

- A. “Acquisition costs” shall mean that amount expended for property, excluding interest, plus, in the case of property acquired with a trade-in, the book value (acquisition cost less the amount depreciated through the date of trade-in) of the property traded in. Property which was expended when acquired has a book value of zero when traded in.
- B. “Agency” shall mean the entity that is a party to this Agreement, and includes the Agency’s officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, neither the Agency nor its officers, directors, trustees, employees or agents shall be considered an employee of the County.
- C. “Assignment” shall mean the act of transferring the rights and obligations of a party under this Agreement or any Contract to another not party to this Agreement or any Contract.
- D. “BARS” shall mean the “Budgeting, Accounting, and Reporting System for Counties and Cities and Other Local Governments,” as now or hereafter amended, issued by the Office of the State Auditor, State of Washington, and the BARS Manual Supplements issued by state agencies.
- E. “CFR” shall mean the Code of Federal Regulations. All references in this Agreement or any Contract to the CFR shall include any successor, amended, or replacement regulation.
- F. “Client” shall mean an individual who is eligible for or receiving services provided by the Agency in connection with any Contract.
- G. “Confidential Information” shall mean information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.

- H. "Contract" shall mean any agreement between the County and the Agency that incorporates this Agreement by reference.
- I. "Contractor" shall mean an entity that agrees to provide the amount and kind of services requested; provides services only for those determined to be eligible; and provides services on a fee-for-service and/or per-unit basis with contractual penalties if it fails to meet program performance standards.
- J. "Debarment" shall mean an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- K. "Director" shall mean the Director of the Snohomish County Human Services Department and/or the delegate authorized in writing to act on the Director's behalf.
- L. "Equipment" shall mean an article of nonexpendable, tangible personal property or information technology systems and software having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit.
- M. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 79 Stat. 1936), as codified at 42 U.S.C. §§ 1320d-d8, and its implementing regulations set forth at 45 CFR Parts 160 and 164.
- N. "Nonexpendable personal property" shall mean tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$500 or more per unit.
- O. "OMB" shall mean the federal Office of Management and Budget.
- P. "OMB Uniform Guidance" shall refer to 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Q. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- R. "Personal property" shall mean property of any kind except real property.
- S. "RCW" shall mean the Revised Code of Washington. All references to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters and sections can be accessed at <http://slc.leg.wa.gov/>.
- T. "Real property" shall mean any interest in land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- U. "Regulation" shall mean any federal, state, or local regulation, rule, or ordinance.
- V. "Secure Area" shall mean an area to which only authorized representatives of the entity possessing the Personal Information have access. Secured Areas may include buildings, rooms, or locked storage containers (such as filing cabinets) within a room, as long as access to the Personal Information is not available to unauthorized personnel.
- W. "Subcontract" shall mean any separate agreement or contract between the Agency and a Subagency to perform all or a portion of the duties and obligations that the Agency is obligated to perform pursuant to this Agreement or any Contract.

- X. "Subagency" shall mean any person, partnership, corporation, association, or organization, not in the employment of the Agency, who is performing under contract with the Agency in any tier, all or part of any services under any Contract incorporating this Agreement.
- Y. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual who is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
- Z. "Supplies" shall mean all tangible personal property other than equipment.
- AA. "Trusted System" includes only the following methods of physical delivery:
 1. Hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt;
 2. United States Postal Service (USPS) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; and
 3. Commercial delivery services (e.g., FedEx, UPS, DHL) which offer tracking and receipt confirmation.
- BB. "Useful life" of property shall mean its useful life as based on the U.S. Department of Treasury, Internal Revenue Service, policies and regulations on depreciation for federal tax purposes, unless the Agency can document to the written satisfaction of the County some different period.
- CC. "WAC" shall mean the Washington Administrative Code. All references to WAC chapters or sections shall include any successor, amended or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://slc.leg.wa.gov/>.

III. ASSIGNMENT AND DELEGATION

The Agency shall not subcontract, assign, or delegate any rights or obligations under this Agreement or any Contract, either in whole or in part, without the prior express written approval of the County and the written assumption of the Agency's obligations by the third party.

IV. SUBCONTRACTING

- A. The Agency shall not subcontract work or services provided under any Contract without obtaining the prior express written authorization of the County.
- B. Subagencies are prohibited from subcontracting for direct client services without the prior express written approval of the County.
- C. The Agency shall be responsible for the acts and omissions of its Subagencies.
- D. At the County's request, the Agency will forward to the County copies of Subcontracts and fiscal, programmatic, and other material pertaining to Subcontracts.
- E. Every Subcontract entered into by the Agency under any Contract shall be in writing and incorporate the following clauses of this Agreement, with word changes where appropriate to properly identify the parties to the Subcontract:
 1. Definitions;

2. Assignment and delegation;
3. Subcontracting;
4. Duplication of effort;
5. Relationship of parties;
6. Debarment and suspension;
7. Conflicts of interest and kickbacks;
8. Covenant against contingent fees;
9. Performance standards, licensing and registration;
10. Services provided in accordance with law;
11. Compliance with funding source requirements;
12. Compliance with Snohomish County Human Rights Ordinance;
13. Nondiscrimination and affirmative action;
14. Noncompliance with nondiscrimination plan;
15. Client grievances;
16. Confidentiality;
17. Background checks;
18. Treatment of client assets;
19. Reports;
20. Maintenance of records;
21. Rights in data;
22. Ownership of material;
23. Ownership of real property, equipment and supplies;
24. Right of inspection and access;
25. Treatment of assets;
26. Procurement standards;
27. Fiscal accountability standards;
28. Audit requirements;
29. Insurance;
30. Indemnification;
31. Responsibility;
32. Drug-free workplace; and
33. Lobbying and certification.

F. If the Agency delegates responsibility for determining service recipient eligibility to the Subagency, the Subcontract shall include:

1. A provision acceptable to the County that specifies how eligibility will be determined;
2. A provision acceptable to the County that specifies how service applicants and recipients will be informed of their right to a hearing in the case of:
 - a. Denial or termination of service; and/or
 - b. Failure to act upon a request for service with reasonable promptness; and
3. A provision acceptable to the County that states Subcontract termination shall not be grounds for a fair hearing for the service applicant or recipient under the terms of this section if:
 - a. Similar services are immediately available in the County; or
 - b. Termination was the result of termination under the clause of this Agreement captioned "Termination for Lack of Funding."

G. The obligations, which shall be set forth in any Subcontract, include:

1. Performance of the Agency's obligations under the Subcontract;
2. Only subcontracting with entities or persons that maintain appropriate license, certification or government approvals when required;
3. Responsibility for Subagency compliance with the Subcontract terms, including reporting procedures; and
4. Seeking appropriate administrative, contractual, or legal remedies for Subagency breach of Contract terms.

V. DUPLICATION OF EFFORT

The Agency certifies that work to be performed under any Contract will not duplicate any work to be charged against any other contract, subcontract, or other source.

VI. RELATIONSHIPS OF PARTIES

The Agency will perform the services under this Agreement and any Contract as an independent contractor and not as an agent, employee, or servant of the County or any state or federal agency. The Agency, its agents and employees are not entitled to any benefits or rights enjoyed by employees of the County or any state or federal agency. The Agency shall direct and control Agency's own activities in providing services under this Agreement, any Contract, and any Subcontract approved by the County. The County shall only have the right to ensure performance. Nothing in this Agreement or any Contract shall be construed to render the parties partners or joint ventures.

VII. DEBARMENT AND SUSPENSION

All Contracts awarding federal resources are subject to the provisions of federal Executive Order 12549 and federal Executive Order 12689, "Debarment and Suspension," including any amendments, as follows:

- A. Agencies and Subagencies must not make any award or permit any award (contract or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under federal Executive Order 12549 and federal Executive Order 12689, "Debarment and Suspension." Agencies shall consult and require their Subagencies at any tier, when charged as direct cost, to consult the consolidated list of "Parties Excluded from Federal Procurement and/or Nonprocurement Programs" to assure that they do not award federal grant funds to listed parties in violation of the federal Executive Orders.
- B. If an Agency believes that there are compelling reasons for making an award to a debarred, suspended, or voluntarily excluded person in a particular case, the Agency may apply for a waiver from this requirement, pursuant to federal Executive Order 12549. Such waivers will be granted only in unusual circumstances upon the written determination, by an authorized federal agency official, of the compelling reasons justifying the participation.
- C. The Agency, by signature to this Agreement and to each Contract into which this Agreement is incorporated, certifies that the Agency is not now or then presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any Contract by any federal department or agency.
- D. The Agency also agrees to include the following required language in all Subcontracts into which it enters, resulting directly from the Agency's duty to provide services under any Contract:

LOWER TIER COVERED TRANSACTIONS

- 1. The lower tier subagency certifies, by signing this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. When the lower tier subagency is unable to certify to any of the statements in the contract, such subagency shall attach an explanation to the contract.
- E. The Agency shall notify the County within one (1) business day of any debarment proceedings brought against it or any of its Subcontractors.

VIII. CONFLICTS OF INTEREST AND KICKBACKS

- A. The Agency's employees, subagencies, and board or committee members shall not use, or give the appearance of using, their positions for the personal gain of themselves or those with whom they have family, business, or other ties.
- B. The Agency's employees, subagencies, and board or committee members shall not have or acquire any interest, direct or indirect, which would conflict with the performance of services under any Contract. The Agency shall not employ or subcontract with persons who have conflicts of interest, nor appoint them as members of its governing board or advisory committee(s).
- C. Personnel and governing board or advisory committee policies of the Agency shall include written standards of conduct governing conflict of interest and kickbacks.

- D. Gratuities in the form of entertainment, gifts, or otherwise offered by the Agency or an agent or representative of the Agency to any officer or employee of the County, with a view towards securing any Contract or securing favorable treatment with respect to the awarding, amending, or the making of any determination, will render any Contract voidable at the option of the County.
- E. The County may, by written notice to the Agency, suspend or terminate any Contract in whole or in part if it is found that any of the following laws, or their successors, have been violated in obtaining this Agreement or any Contract, or in securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to this Agreement, any Contract or any Contracts or Subcontracts entered by the Agency or agencies contracting with the Agency under authority of this Agreement:
 - 1. Misconduct of Public Officers, Chapter 42.20 RCW;
 - 2. Ethics in Public Service, Chapter 42.52 RCW;
 - 3. Kickbacks from Public Works Employees, 18 U.S.C. § 874.
- F. Additionally, the County may, by written notice, suspend or terminate any Contract in whole or in part with an Agency that is a local governmental entity if it is found that the Agency has violated the Code of Ethics for Municipal Officers – Contract Interests, Chapter 42.23 RCW.

IX. COVENANT AGAINST CONTINGENT FEES

The Agency warrants that no person or agency has been employed or retained on a contingent fee for the purpose of seeking or obtaining this Agreement or any Contract. This does not apply to legitimate employees or an established commercial or selling agency maintained by the Agency for the purpose of securing business. In the event of breach of this clause by the Agency, the County may at its discretion:

- A. Terminate this Agreement and any Contract under the procedures discussed in Section XLIII without any liability;
- B. Deduct from the Contract price or consideration, or otherwise recover, the full amount of any such contingent fee; and
- C. Seek such other remedies as are legally available.

X. NONWAIVER OF COUNTY RIGHTS

The County's failure to insist upon the strict performance of any provision of this Agreement or any Contract, its failure to exercise any right based upon a breach thereof, or its acceptance of any defective performance shall not constitute a waiver of any rights under this Agreement or any Contract, unless stated to be such in writing signed by an authorized representative of the County and attached to the original Agreement or Contract.

XI. PERFORMANCE STANDARDS, LICENSING AND REGISTRATION

- A. The Agency shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards and any other standards or criteria established by

the County to assure the quality of services necessary for the performance of any Contract.

B. The Agency shall maintain registration with the Washington State Office of the Secretary of State.

XII. SERVICES PROVIDED IN ACCORDANCE WITH LAW

The Agency and the County shall comply with all applicable laws, rules, ordinances, codes, and regulations of local, state, and federal governments, as now existing or hereafter enacted or amended in the performance of any Contract.

XIII. PUBLIC RECORDS

This Agreement and any Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

XIV. COMPLIANCE WITH FUNDING SOURCE REQUIREMENTS

The Agency shall comply with all conditions, terms and requirements of any funding source that wholly or partially funds the Agency's work under any Contract.

XV. PROPRIETARY SOFTWARE APPLICATIONS

In the event the Agency accesses the County's proprietary software applications to perform any work under any Contract, the Agency shall read and agree to the terms and conditions of the software license agreement, and shall not violate the terms and conditions of the software license agreement including, but not limited to:

- A. Restricting the use of the software application to employees or subcontractors;
- B. Not "pirating" or reverse engineering the software application; and/or
- C. Otherwise using the application in any way that may harm the County or violate the terms and conditions of the software license agreement.

XVI. COMPLIANCE WITH SNOHOMISH COUNTY HUMAN RIGHTS ORDINANCE

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Agency shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Agency of the Agency's compliance with the requirements of Chapter 2.460 SCC. If the Agency is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration

of default and termination at the County's discretion. This provision shall not affect the Agency's obligations under other federal, state, or local laws against discrimination.

XVII. NONDISCRIMINATION AND AFFIRMATIVE ACTION

During the performance of any Contract, the Agency and its Subagencies, if any, shall comply with federal and state laws against discrimination including, where applicable, the state funding agency's nondiscrimination plan. Nondiscrimination requirements include, but are not limited to:

A. Nondiscrimination in Employment:

1. The Agency and its Subagencies, if any, shall not discriminate against any employee or applicant for employment on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap.
2. The Agency and its Subagencies, if any, shall take affirmative action to ensure that employees are treated without discrimination on the basis of race, color, sex, sexual orientation, religion or national origin, creed, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap. Such action shall include, but not be limited to, the following: promotion, demotion, transfer, termination, recruitment, advertising, training, apprenticeships, and rates of pay or other forms of compensation and benefits.
3. The Agency and its Subagencies, if any, shall agree to post in a conspicuous place available to employees and applicants, employment notices provided by the County setting forth the provisions of this nondiscrimination clause.
4. All solicitations, advertisements, or announcements for employees, volunteers, and board or advisory committee members will include reference to the Agency's policy of nondiscrimination and affirmative action. Classified advertisements shall include the initials "EEOC/AA". All other solicitations, advertisements, or announcements shall include the following statement:

All qualified applicants will receive consideration without regard to race, color, sex, sexual orientation, religion or national origin, creed, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap.

5. All Subcontracts awarded in excess of \$10,000 by the Agency or any Subagency shall contain a provision requiring compliance with federal Executive Order 11246 entitled "Equal Employment Opportunity," as amended by federal Executive Order 11375, and supplemented by 41 CFR Chapter 60.
6. Agencies with fifty (50) or more employees and government contracts of \$50,000 or more in federal funds are required by Executive Order 11246 to develop and implement a written affirmative action program.

B. Nondiscrimination in Client Services:

1. The Agency and its Subagencies, if any, shall not on the grounds of race, color, sex, sexual orientation, religion, creed, national origin, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap:

- a. Deny, restrict, limit, or treat differently qualified individuals for the purposes of the participation in and the delivery of services and/or benefits made available to others; or
 - b. Employ criteria or methods of selection of recipients, individually or as a class, or administering services and/or benefits that have the effect of subjecting qualified individuals to discrimination or unequal treatment.
2. The Agency and its Subagencies, if any, shall abide by all provisions of Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 87 Stat. 355) (the "Rehabilitation Act"), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, codified at 42 U.S.C. § 12101 et seq.) (the "ADA"), and any amendments, prohibiting discrimination against handicapped persons.
 3. If subcontracting has been authorized by the County, the terms required in this Agreement and any additional appropriate safeguards against discrimination shall be included in the Subcontract and shall be binding upon the Subagency in order to prohibit discrimination or unequal treatment. The Agency shall ensure full compliance with the provisions of this clause.

XVIII. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN

In the event of the Agency's noncompliance or refusal to comply with the nondiscrimination provisions in this Agreement, the County may rescind, cancel, suspend, or terminate any Contract, as described in Section XLIII of this Agreement, in whole or in part, and declare the Agency ineligible for further Contracts with the County. The County may, however, give the Agency a reasonable time to cure the noncompliance, at the County's discretion.

XIX. CLIENT GRIEVANCES

- A. The Agency shall establish procedures through which applicants for and recipients of services under any Contract may present grievances concerning the activities of the Agency or any Subagencies related to service delivery. The procedures shall be written and submitted to the County for approval. The Agency shall record and maintain in writing all grievances and actions taken to resolve them.
- B. The grievance procedures shall provide applicants and recipients with a review of the Agency's decision before representatives of the Agency. Applicants for, and recipients of, services described in the Statement of Work in any Contract shall be informed of these grievance procedures and their right to seek reconsideration from the Agency or the Division Manager for the Snohomish County Human Services Department in the case of denial or termination of services and/or failure to act upon a request for services with reasonable promptness.
- C. If an applicant or recipient is dissatisfied with a response to a complaint by the Agency or Division Manager for the Snohomish County Human Services Department, the applicant or recipient may request a review by the Director of the Snohomish County Human Services Department.

XX. CONFIDENTIALITY

- A. The parties may use Personal Information and other information gained by reason of any Contract only for the purpose of the Contract. The County and Agency shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, with the prior written consent of the person or personal representative of the person to whom the Personal Information pertains.
- B. The Agency shall protect and maintain all Confidential Information gained by reason of any Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Agency to employ reasonable security measures, which include restricting access to the Confidential Information by:
1. Allowing access only to staff that have an authorized business requirement to view the Confidential Information;
 2. Physically securing any computers, documents, or other media containing the Confidential Information;
 3. Ensuring the security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons;
 4. When transporting records containing Confidential Information outside of a Secure Area, do one or more of the following as appropriate:
 - a. Use a Trusted System; and
 - b. Encrypt the Confidential Information, including:
 - (i) Email and/or email attachments; and
 - (ii) Confidential Information when it is stored on portable devices or media, including, but not limited to laptop computers and flash memory devices; and
 5. Sending paper documents containing Confidential Information via a Trusted System.
- C. To the extent allowed by law, at the end of any Contract term, or when no longer needed, the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.
- D. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the Confidential Information destroyed through the recycling process. Paper documents containing Confidential Information require special handling (e.g., protected health information) must be destroyed through shredding, pulping or incinerations.
- E. The compromise or potential compromise of Confidential Information must be reported to the County contact designated on any Contract within five (5) business days of discovery for breaches of less than 500 persons' protected data, and three (3) business days of discovery for breaches of 500 or more persons' protected data. The

parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

- F. The Agency may be required to provide additional safeguards and acknowledgment of recipient rights under HIPAA, in accordance with the Agency's independent HIPAA obligations or those required by any Contract.

XXI. BACKGROUND CHECKS

- A. Any Agency which has a Contract to provide services, housing, or otherwise care for vulnerable adults, developmentally disabled persons, juveniles, or children, or provide child day care, early learning, or early childhood education services shall ensure all staff and volunteers have a background check on file as per RCW 43.43.830-43.43.845.
- B. A background check must be completed at the time of employment or commencement of volunteer duties.
- C. If circumstances arise that cause a provider to question the need for another background check, they are encouraged to implement another check. All persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to program participants.

XXII. TREATMENT OF CLIENT ASSETS

Unless otherwise provided in any Contract, the Agency shall ensure that any adult client receiving services from the Agency under any Contract has unrestricted access to the client's personal property. The Agency shall not interfere with any adult client's ownership, possession, or use of the client's property. The Agency shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or expiration of any Contract, the Agency shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Agency from implementing such lawful and reasonable policies, procedures and practices as the Agency deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

XXIII. REPORTS

The Agency shall timely provide to the County and to any state or federal funding agency such financial, program, and other reports, in such formats as required by this Agreement or any Contract.

XXIV. MAINTENANCE OF RECORDS

- A. The Agency shall retain for a period of six (6) years from the termination of any Contract unless required otherwise by law:
 1. All financial, statistical, participant, and other records (including medical and treatment records) and supporting documentation;
 2. All records for nonexpendable personal property;

3. All records to document performance of all acts required by law, regulation, this Agreement or that Contract;
 4. All records to demonstrate accounting procedures and practices that sufficiently and properly document the Agency's invoices to the County under that Contract; and
 5. All records sufficient to substantiate the Agency's statement of its organization's structure, tax status, capabilities, and performance.
- B. If any litigation or audit is initiated, or if a claim is instituted involving this Agreement or any Contract, or a Subcontract entered pursuant to any Contract, the Agency shall retain all related records until the litigation, audit, or claim has been finally resolved.

XXV. RIGHTS IN DATA

All documents, program materials, books, manuals, films, reports, fiscal, and other data developed by the Agency under any Contract shall be for the common use of the Agency, the County, and the entity providing the funds for any Contract, subject to the limitations herein or by further agreement of the parties, including the following:

- A. The Agency shall not seek patent rights, or produce inventions, original books, manuals, films, or other patentable or copyrighted materials created or developed with funds provided by any Contract without the approval of the County. As to the latter, the Agency acknowledges the County's rights to ownership and protection of the public interest in such intellectual property and to negotiate agreements for reasonable royalty fees, administration, and protection of existing and future rights. The Agency shall not affix any restrictive markings upon any data produced with funds from any Contract, and if such markings are affixed, the County shall have the right to modify, remove, or ignore such markings.
- B. The County may duplicate, use, and disclose in any manner and for any purposes whatsoever, and have others so do, all data delivered under a Contract. If a Contract results in any copyrightable material or inventions, the County and the entity providing the funds for that Contract reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials covered by copyright for governmental purposes, PROVIDED, that with respect to data not originated in the performance of the Contract, such license shall be only to the extent that the Agency has the right to grant such license without becoming liable to pay compensation to others because of such grant. The Agency shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under a Contract, of all invasions of right or privacy contained therein and of all portions of such data copied from work not composed or produced in the performance of the Contract and not licensed under this clause. The Agency shall report to the County promptly and in written detail each notice or claim of copyright infringement received by the Agency with respect to all data delivered under a Contract.
- C. All books, informational pamphlets, press releases, research reports, articles, and similar public notices prepared and released by the Agency for the services provided by any Contract shall include the statement, "This project receives funding from the Snohomish County Department of Human Services." In addition, all such notices will

contain a statement acceptable to the County that the aforementioned project complies with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., the ADA, and the Rehabilitation Act.

XXVI. OWNERSHIP OF MATERIAL

Material created by the Agency and paid for by the County as a part of this Agreement or any Contract shall be owned by the County and shall be “work made for hire” as defined by 17 U.S.C. § 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Agency uses to perform this Agreement or any Contract, but is not created for or paid for by the County is owned by the Agency and is not “work made for hire”; however, the County shall have a perpetual license to use this material for the County’s internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Agency has a right to grant such a license.

XXVII. OWNERSHIP OF REAL PROPERTY, EQUIPMENT AND SUPPLIES

A. Purchased by the Agency:

1. Title to all property, equipment and supplies purchased by the Agency with funds from any Contract shall vest in the Agency. When real property, or equipment with a per unit fair market value over \$5,000, is no longer needed for the purpose of carrying out any Contract, or any Contract is terminated or expired and will not be renewed, the Agency shall request disposition instructions from the County. If the per unit fair market value of equipment is under \$5,000, the Agency may retain, sell, or dispose of it with no further obligation.
2. When supplies with a total aggregate fair market value over \$5,000 are no longer needed for the purpose of carrying out any Contract, or any Contract is terminated or expired and will not be renewed, the Agency shall request disposition instructions from the County. If the total aggregate fair market value of supplies is under \$5,000, the Agency may retain, sell, or dispose of them with no further obligation.
3. Disposition and maintenance of property shall be in accordance with 45 CFR Parts 74 and 92.

B. Purchased by the County:

Title to property, equipment or supplies purchased by the County and provided to the Agency to carry out the activities of any Contract shall remain with the County. When real property, equipment or supplies are no longer needed for the purpose of carrying out any Contract, or any Contract is terminated or expired and will not be renewed, the Agency shall request disposition instructions from the County.

XXVIII. RIGHT OF INSPECTION AND ACCESS

The Agency shall provide access to its records, facilities, and personnel at all reasonable times in order to monitor and/or evaluate performance, compliance, and quality assurance under this Agreement or any Contract. Access and assistance shall be given to the

County, any state, federal, or other funding agency, the State Auditor, and to any other person authorized by law.

XXIX. TREATMENT OF ASSETS

- A. To secure the financial interest of the County in items purchased or developed with funds awarded through cost reimbursement under this Agreement or any Contract, the parties agree that:
1. Title shall remain in the County; and
 2. Title to such nonexpendable personal property, which is purchased, developed, or acquired by the Agency and which is claimed as an acquisition cost, shall pass to and vest in the County upon delivery of such property by the Agency and shall not be rented, loaned, or transferred without the prior express written approval of the County.
- B. Unless provided otherwise by agreement of the parties, if the Agency elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost, title to such property shall remain with the Agency. An election to capitalize and depreciate or claim acquisition cost as a direct cost shall be irrevocable and must be made at the time the asset is purchased, developed, or acquired.
- C. Such nonexpendable personal property shall only be used by the Agency or its Subagencies in the performance of this Agreement or any Contract, unless otherwise provided herein or approved by the County.
- D. As a condition precedent to reimbursement for the purchase or acquisition of nonexpendable personal property, the Agency agrees to execute security instruments and other documents that are necessary for the County, state, federal, or other funding agency to protect its interest in such property in accordance with Article 9A of the Uniform Commercial Code, as codified in Title 62A RCW, including, but not limited to, completion of UCC-1, UCC-2, and UCC-3 forms. The Agency also agrees to name the County (or funding agency) as lien holder(s) on certificates of title for all motor vehicles in accordance with Title 46 RCW, unless otherwise approved by the County.
- E. The Agency shall submit completed certificates of title and applicable UCC forms for equipment and fixtures to the County with the claim for reimbursement on which they are claimed. The security interest shall be retained beyond the term of any Contract for the serviceable life of the property, beginning on the date of purchase, to ensure its continued use for the purpose intended.
- F. The Agency shall maintain records, perform inventories, and maintain control systems to prevent loss, damage, or theft of County property. The Agency shall be responsible for:
1. Performing an annual physical inventory of all nonexpendable personal property of the County in its possession or control and requiring such inventories of any Subagency that is in possession of such property provided under a Subcontract to any Contract, at the end of the Agency's fiscal year during any Contract;

2. Loss, damage and expenses, which result from negligence, willful misconduct, or lack of good faith on the part of the Agency or Subagencies or failure on the part of the Agency or Subagencies to maintain and administer the property in accordance with sound management practices;
 3. Ensuring that the property will be returned to the County in like condition as furnished to or acquired by the Agency, reasonable wear and tear excepted; and
 4. Notifying the County of loss, destruction, or damage to any County property and taking all reasonable steps to protect that property from further damage.
- G. The Agency and any Subagency shall surrender to the County all property of the County within thirty (30) calendar days after rescission, termination, cancellation, or expiration of this Agreement, or any Contract, unless otherwise mutually agreed between the Agency or Subagency and the County.
- H. County approval is required prior to all purchases of non-expendable personal property.

XXX. PROCUREMENT STANDARDS

Agencies under a cost reimbursement Contract must establish policies and procedures for all purchases of nonexpendable property with an acquisition cost in excess of \$500 per unit unless stated differently in the specific terms of the Contract. The procurement system should include, but is not limited to, the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, and/or agents engaged in the awarding of contracts using awarded funding.
- B. Provisions that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Procedural requirements are as follows:
 1. A procedure to assure the avoidance of purchasing unnecessary or duplicative items;
 2. Solicitations based upon a clear and accurate description of the technical requirements of the procured items;
 3. Positive efforts to utilize small and minority owned businesses;
 4. A procuring instrument appropriate for the particular procurement and for promoting the best interest of the program involved;
 5. Contracts made only with reasonable vendors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement;
 6. Some form of price or cost analysis performed in connection with every procurement action; and
 7. A system for Contract administration to ensure vendor conformance with terms, conditions, and specifications of the Contract and to ensure adequate and timely follow-up of all purchases.
- D. Procurement records and files for purchases shall include:

1. Evidence of vendor selection or rejection;
 2. The basis for the cost or price; and
 3. Justification for lack of competitive bids if not obtained.
- E. Agencies and Subagencies under this Agreement, or any Contract, must obtain prior approval from the County to enter into sole source contracts or contracts where only one bid or proposal is received when the acquisition cost exceeds \$5,000. Requests for prior approval must include a copy of the proposed contract(s) and any related procurement documents and justifications for noncompetitive procurement, if applicable.
- F. Agencies shall procure all materials, property, supplies or services in a manner that balances fiscal and environmental stewardship in accordance with the requirements of the Snohomish County Environmentally Preferable Purchasing and Utilization Policy Statement available for review and download on [the County website](#).

XXXI. FISCAL ACCOUNTABILITY STANDARDS

- A. During the Contract period, the Agency agrees to maintain financial systems which will assure the following for this Agreement and any Contract:
1. Accurate, current, and complete disclosure of all direct and indirect costs;
 2. Records that identify all sources and application of funds;
 3. Control and accountability for all funds, property, and other assets;
 4. Procedures that ensure comparison of actual costs with approved budgets;
 5. Procedures to assure timely disbursement of funds received by the Agency from the County;
 6. Procedures to assure all costs are allowable, reasonable, and are properly allocated to each funding source;
 7. Source documentation that supports all accounting records; and
 8. Procedures for timely and appropriate resolution of audit findings and recommendations.
- B. All fiscal books, records, documents, reports, and other data relating to this Agreement and any Contract shall be maintained and reported in a manner consistent with BARS.
- C. The Agency agrees that any County, state, federal, or other funding agency; any local, state, or federal regulatory body; and the Office of State Auditor shall have full access to and right to examine any fiscal books, records, documents, and other materials relevant to this Agreement and any Contract at all reasonable times.

XXXII. REIMBURSEMENT PROCEDURES

- A. No payment shall be made for any goods, materials, or services purchased unless the goods, materials, or services are expressly detailed within the approved Budget and Statement of Work set forth under any Contract.

- B. The Agency will submit monthly written claims for reimbursement for services rendered under any Contract by the tenth calendar day of the month following the month services were provided. Written claims for reimbursement received after the tenth calendar day of the month may not be processed until the following month. The County will process claims after all supporting documentation is provided in correct and proper form.
- C. If written claims for reimbursement are not submitted within ninety (90) calendar days of the close of the month of service provision, those claims may not be processed or paid.
- D. The Agency shall be notified each December by the County when final request for reimbursements for expenses incurred in that calendar year must be submitted. Billing received after that date may not be processed.
- E. The County reserves the right to withhold payment for services required to be performed under any Contract until required reports and/or other documents have been received.
- F. The Agency shall not bill the County, and the County shall not pay the Agency, if the Agency has charged or will charge the County or any other party under any other contract or agreement for the same services.

XXXIII. BUDGET REVISIONS

The Agency may request budget revisions which shall be in writing in a format prescribed by the County.

- A. Line item shifts less than ten percent (10%) of the total Contract budget do not require prior County approval.
- B. The following revisions require prior written approval by the County:
 - 1. Line item shifts greater than ten percent (10%) of the total Contract budget; and
 - 2. Line items shifts that occur during the Contract period that are cumulatively greater than ten percent (10%) of the total Contract budget.
- C. Budget revisions that increase Administration categories are not allowable.
- D. Proposed changes to the Contact budget that increase or decrease the total Contract amount or change the Statement of Work shall necessitate a written amendment to the Contract.

XXXIV. AUDIT REQUIREMENTS

- A. Agencies are to procure audit services based on the following guidelines:
 - 1. The Agency shall maintain its records and accounts so as to facilitate the County's audit requirement and shall ensure that Subagencies also maintain auditable records.
 - 2. The Agency is responsible for any audit exceptions incurred by its own organization or that of its Subagencies.

3. The County reserves the right to recover from the Agency all disallowed costs resulting from the audit.
4. As applicable, the Agency required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General, and the OMB Compliance Supplement for Single Audits of Educational Institutions and Other Nonprofit Organizations.
5. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Agency must respond to County requests for information or corrective action concerning audit issues within thirty (30) calendar days of the date of request.

B. OMB Audits

1. The Agency shall follow OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards.
2. If the Agency is a subrecipient of federal awards as defined by OMB, the Agency shall maintain records that identify all federal funds received and expended by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity. The Agency shall make its records available for review or audit by officials of the federal awarding agency, the General Accounting Office, and the County. The Agency shall incorporate OMB audit requirements into all Contracts between the Agency and its Subagencies that are subrecipients. The Agency shall comply with any future amendments to OMB Uniform Guidance and any successor or replacement circular or regulation.
3. The Agency shall maintain internal controls that provide reasonable assurance that the Agency is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs.
4. The Agency shall comply with the Omnibus Crime Control and Safe Streets Act of 1968 (Pub. L. 90-351, 84 Stat. 197); Title VI of the Civil Rights Act of 1964 (Pub. L. 86-449, 47 Stat. 634); the Rehabilitation Act of 1973; Title II of the ADA; Title IX of the Education Amendments of 1972 (Pub. L. 92-318, 86 Stat. 235); the Age Discrimination Act of 1975 (Pub. L. 94-135, 89 Stat. 728, codified at 42 U.S.C. § 6101 et seq.); and The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Parts 35 and 39.
5. If the subrecipient Agency expends \$750,000 or more in federal awards from any and/or all sources, the Agency shall procure and pay for a single or program-specific audit for that year. This requirement also applies when a subrecipient Agency has received a federal loan with continuing compliance requirements, regardless of when the loan originally occurred. Upon completion of each audit, the Agency shall submit to the Federal Audit Clearinghouse the data collection form and reporting package specified in OMB Uniform Guidance. This documentation shall be submitted on the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period

unless a longer period is agreed to in writing and in advance by the cognizant or oversight agency for audit.

A copy of the audit report (including any management letters) shall also be sent to:

Administrative Services Division Manager
Human Services Department
3000 Rockefeller Avenue, M/S 305
Everett, WA 98201

Or emailed to: HSD.Fiscal@snoco.org

6. The Agency shall follow up on and develop corrective action plans for all audit findings, in accordance with OMB Uniform Guidance, and prepare a "Summary Schedule of Prior Audit Findings."
7. If the Agency is a state or local government entity, the audit shall be conducted by the Office of the State Auditor, or designee of the State Auditor. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Agency in accordance with OMB Uniform Guidance.

C. Other Audits

1. Agencies that expend less than \$750,000 in federal awards, Agencies that are private for-profit agencies, Agencies that are solely state funded and/or Agencies that are identified as Contractors currently do not fall under the requirements of the Single Audit Act and shall have a financial audit performed by a licensed CPA, as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS).
2. The Agency must send a copy of the audit report no later than nine (9) months after the end of the Agency's fiscal year(s) to:

Administrative Services Division Manager
Snohomish County Human Services Department
3000 Rockefeller Avenue, M/S 305
Everett, WA 98201

Or emailed to: HSD.Fiscal@snoco.org

3. The financial audit requirement may be waived for small Agencies, at the County's sole discretion.
 - a. A written request shall be mailed or emailed to the address above, detailing the justification for the waiver request.
 - b. Within 10 working days upon receipt of the waiver request, the County will notify the Agency of its decision. If the County grants a waiver, the County will also inform the Agency of the documentation required in lieu of the financial audit.
 - c. Should review of the required documentation raise questions or concerns, the County reserves the right to require an audit described in C.1 above.

XXXV. OVERPAYMENTS AND ASSERTION OF LIEN

In the event that the County establishes that overpayments or erroneous payments have been made to the Agency under any Contract, the County may secure repayment, plus interest, if any, through the filing of a lien against the Agency's real property, or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to the County, or by doing both.

XXXVI. INSURANCE

A. By the date of execution of any Contract, the Agency shall procure and maintain for the duration of any Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Agency, its agents, representatives, employees, and/or subagencies. The costs of such insurance shall be paid by the Agency or subagencies. The Agency may furnish separate certificates of insurance and policy endorsements for each subagency as evidence of compliance with the insurance requirements of this Agreement and any Contract. The Agency is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Agency, its agents, employees, officers, and or subagencies to comply with the insurance requirements stated herein shall constitute a material breach of any Contract.

For all coverages, each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval.

If coverage is approved and purchased on a "claims made" basis, the Agency warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date any Contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Agency under any Contract. The Agency shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement or any Contract.

B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. General Liability: Insurance Services Office form number (CG 00 01) covering COMMERCIAL GENERAL LIABILITY.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, hereinafter referred to as the “Agreement,” is entered into by and between Snohomish County, a political subdivision of the State of Washington, on behalf of its Human Services Department, hereinafter referred to as “County,” and City of Marysville, hereinafter referred to as “Agency.”

I. PURPOSE

- A. The Parties wish to enter into this Agreement to comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended (collectively, “**HIPAA**”), together with the Health Information Technology for Economic and Clinical Health Act (HITECH Act).
- B. It is the purpose of this Agreement to establish requirements that may be incorporated by reference into subsequent contracts between the County and the Agency for social and health services funded in whole or in part by or through the County that may involve Agency creating, receiving, maintaining, or transmitting PHI, as defined below in which the Agency may be considered a “Business Associate” of the County under HIPAA. Any reference to Business Associate in the Agreement includes Business Associate’s employees, agents, officers, subcontractors, third party contractors, volunteers or directors. This document has no independent force or effect.

II. DEFINITIONS

- A. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access Confidential Information.
- B. “Breach” means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under HIPAA, which comprises the security or privacy of the PHI, with the exclusions and exceptions listed in 45 CFR. § 164.402.
- C. “CFR.” shall mean the Code of Federal Regulations. All references in this Agreement or any Contract to the CFR shall include any successor, amended, or replacement regulation.
- D. “Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
- E. “Contract” means any agreement between the County and the Agency that incorporates this Agreement by reference.

- F. "Disclose" and "disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Agency's internal operations or to other than its employees.
- G. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR. § 160.103.
- H. "Hardened Password" means a string of at least eight (8) characters containing at least one (1) alphabetic character, at least one (1) number and at least one (1) special character such as an asterisk, ampersand or exclamation point.
- I. "HIPAA Rules" means the Privacy, Security, Breach, Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- J. "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 CFR. § 164.502(g).
- K. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- L. "Personally Identifiable Information" (PII) shall mean information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.
- M. "Personal Information" (PI) means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- N. "Protected Health Information" (PHI) is information created or received that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 CFR 160 and 14. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 CFR 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USCA 1232g(a)(4)(b)(iv).

- O. "RCW" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://slc.leg.wa.gov/>.
- P. "Required by law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information that is enforceable in a court of law. "Required by law" includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; statutes or regulations that require the production of information.
- Q. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- R. "Unique User ID" means a string of characters that identifies a specific user and that, in conjunction with a Hardened Password, passphrase or other mechanism, authenticates a user to an information system.
- S. "Use" or "uses" mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such information within Agency's internal operations.
- T. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are defined in the HIPAA privacy regulations.

III. OBLIGATIONS OF AGENCY

- A. Use and Disclosure. The Agency shall not use or further disclose PHI other than as permitted or required by any Contract or as required by law.
- B. Appropriate Safeguards. The Agency shall use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- C. Agency Agreement on Nondisclosure of Confidential Information. Pursuant to RCW 71A.124.070, the Agency shall ensure each employee who has access to Confidential Information sign the "Agency Agreement on Nondisclosure of Confidential Information" form (Nondisclosure Form), included with this Agreement as Attachment 1.
1. The Agency must have the Nondisclosure Form signed annually and maintained on file for a minimum of six (6) years.

2. The Agency shall have the form available for County review upon request.
 3. This Nondisclosure Form requirement shall be included in all subcontracts
- D. Mitigation. The Agency shall mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of PHI by Agency in violation of the requirements of this Agreement.
 - E. Reporting Unauthorized Use or Disclosure. The Agency shall report to the County within five (5) business days any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
 - F. Use of Agents and Subagencies. The Agency shall require that each of its agents and subagencies to whom it provides PHI received from, or created or received by Agency on behalf of the County agree in writing to the same restrictions and conditions that apply through this Agreement to Agency with respect to such information.
 - G. Individual Access. The Agency shall provide access, at the request of the County, to an Individual in order to meet the requirements under 45 CFR § 164.524.
 - H. Amendments to Protected Health Information. The Agency agrees to make any amendments to PHI that the County directs or agrees to pursuant to 45 CFR § 164.526 within ten (10) business days of the County's request.
 - I. Agency Compliance Records. The Agency shall make its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Agency on behalf of the County available to the County in the time and manner designated by the County, for purposes of the County determining the Agency's compliance with the HIPAA privacy regulations.
 - J. Documentation and Accounting of Disclosures. The Agency shall document disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. The Agency further agrees to provide the County with such accounting within ten (10) business days of its request to respond to a request by an Individual for an accounting of disclosures in accordance with 45 CFR § 164.528.

IV. PERMITTED USE AND DISCLOSURE BY AGENCY

- A. General Use and Disclosure. Except as otherwise limited by this Agreement or any Contract, the Agency may use or disclose PHI to perform its obligations

and services to the County, provided that such use or disclosure would not violate the HIPAA privacy regulations if done by the County.

B. Specific Use and Disclosure Provisions.

1. Except as otherwise limited in this Agreement, the Agency may use PHI for the proper management and administration of any Contract or to carry out the legal responsibilities of the Agency.
2. Except as otherwise limited in this Agreement, the Agency may disclose PHI:
 - a. For the proper management and administration of the Agency, provided that disclosures are required by law; or
 - b. Agency obtains reasonable assurances from the person to whom the information is disclosed that it will:
 - i. Remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
 - ii. The person notifies the Agency of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Agency may use PHI to provide data aggregation services to the County as permitted by 42 CFR § 164.504(e)(2)(i)(B), if applicable.
4. The Agency may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j)(1).

V. OBLIGATION OF COUNTY

The County shall notify the Agency of any known future restrictions or limitations on the use of PHI that would affect Agency's performance of services under the Agreement, and Agency shall thereafter restrict or limit its uses and disclosures accordingly.

VI. TERMINATION FOR CAUSE

- A. In addition to and notwithstanding the termination provisions in any Contract, upon the County's discovery of a material breach by Agency of the provisions of this Agreement, the County may:

1. Provide an opportunity for Agency to cure the breach or end the violation and terminate the Contract if Agency does not cure the breach or end the violation within the time specified by the County; or
 2. Immediately terminate the Contract if Agency has breached a material term of the Contract and cure is not possible.
- B. If neither termination nor cure is feasible, the County shall report the violation to the Secretary of the United States Department of Health and Human Services.

VII. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- A. Except as provided in Section VII.B below, upon termination for any reason or expiration of the Contract, the Agency shall within ten (10) business days of such termination or expiration return or destroy all PHI received from the County, or created or received by the Agency on behalf of the County. This provision shall apply to PHI that is in the possession of subagencies or agents of Agency. The Agency shall retain no copies of the PHI.
- B. In the event that the Agency determines that returning or destroying the PHI is infeasible, the Agency shall provide to the County notification of the conditions that make return or destruction infeasible. If return or destruction is infeasible, the Agency shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Agency maintains such PHI. This provision shall survive termination of any Contract.

VIII. HITECH COMPLIANCE

- A. The Agency acknowledges and agrees to follow the provisions of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). The HITECH Act outlines the Agency's obligations when addressing privacy, security and breach of notification.
- B. In the event of a breach of unsecured PHI or disclosure that compromises the privacy or integrity of PHI, the Agency shall take all measures required by state or federal law. The Agency shall provide the County with a copy of its investigative results and other information requested. The Agency shall report all PHI breaches to the County.
- C. The Agency shall notify the County within one (1) business day by telephone and in writing of any acquisition, access, use or disclosure of PHI not allowed by the provisions of this Agreement of which it becomes aware, and of any instance where the PHI is subpoenaed, copied or removed by anyone except

an authorized representative as outlined in 45 CFR §§164.304, 164.314 (a)(2)(C), 164.504(e)(2)(ii)(C), and 164.400-.414.

- D. The Agency shall notify the County within one (1) business day by telephone or email of any potential breach of security or privacy. The Agency shall follow telephone or email notification with a secured faxed or other written explanation of the breach, to include the following: date and time of the breach; medium that contained the PHI; origination and destination of PHI; the Agency's personnel associated with the breach; detailed description of PHI; anticipated mitigation steps; and the name, address, telephone number, fax number, and email of the individual who is responsible for the mitigation. The Agency shall address communications to:

Snohomish County Human Services
3000 Rockefeller Avenue, MS 305
Everett, WA 98201.

IX. MISCELLANEOUS

- A. No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns any rights, remedies, obligations or liability whatsoever.
- B. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the HIPAA and HITECH privacy regulations.
- C. Amendments. The parties agree to take such action as is necessary to amend the requirements under this Agreement from time to time as is necessary for the County to comply with the requirements of the HIPAA and HITECH privacy regulations as may be amended or clarified by any applicable decision, interpretive policy or opinion of a court of the United States or governmental agency charged with the enforcement of the HIPAA and HITECH privacy regulations.

X. DATA SECURITY REQUIREMENTS

- A. Data Transport.

When transporting Confidential Information electronically, including via email, the data will be protected by:

1. Transporting the data within the County network or Agency's internal network; or
2. Encrypting any data that will be in transit outside the County's network or Agency's internal network. This includes transit over the public Internet.

B. Protection of Data.

The Agency agrees to store data on one (1) or more of the following media and protect the data as described:

1. **Hard disk drives.** Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms that provide equal or greater security, such as biometrics or smart cards.
2. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists that will grant access only after the authorized user has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms that provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock or comparable mechanism.
3. For confidential data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in Section D. Data Disposition may be deferred until the disks are retired, replaced or otherwise taken out of the secure environment.
4. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by the County on optical discs that will be used in local workstation optical disc drives and that will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations that access said data on optical discs must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
5. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by the County on optical discs that will be attached to network servers and that will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists that will grant access only after the authorized user has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide

equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

6. **Paper documents.** Paper records must be protected by storing the records in a secure area that is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe to which only authorized persons have access.

7. **Data storage on portable devices or media.**

- a. County data shall not be stored by the Agency on portable devices or media unless specifically authorized within the Specific Terms and Conditions of the Contract. If so authorized, the data shall be given the following protections:
 - 1) Encrypt the data with a key length of at least 128 bits;
 - 2) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 - 3) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes;
 - 4) Physically protect the portable device(s) and/or media by:
 - a) Keeping them in locked storage when not in use;
 - b) Using check-in/check-out procedures when they are shared; and
 - c) Taking frequent inventories.
- b. When being transported outside of a secure area, portable devices and media with confidential County data must be under the physical control of Agency staff with authorization to access the data.
- c. Portable devices include, but are not limited to: smart phones, tablets, flash memory devices (e.g., USB flash drives, personal media players), portable hard disks and laptop/notebook/netbook computers if those computers may be transported outside of a secure area.

- d. Portable media includes, but is not limited to: optical media (e.g., CDs, DVDs), magnetic media (e.g., floppy disks, tape, Zip or Jaz disks) or flash media (e.g., CompactFlash, SD, MMC).

8. Data Stored for Backup Purposes

- a. Data may be stored on portable media as part of an Agency's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section X.D Data Disposition.
- b. Data may be stored on non-portable media (e.g., Storage Area Network drives, virtual media, etc.) as part of an Agency's existing documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this Agreement. If this media is retired while Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section X.D Data Disposition.

C. Data Segregation.

1. County data must be segregated or otherwise distinguishable from non-County data. This is to ensure that when no longer needed by the Agency, all County data can be identified for return or destruction. It also aids in determining whether County data has or may have been compromised in the event of a security breach.
2. Electronic County data will be stored:
 - a. On media (e.g., hard disk, optical disc, tape, etc.) which will contain no non-County data; or
 - b. In a logical container on electronic media, such as a partition or folder dedicated to County data; or
 - c. In a database which will contain no non-County data; or
 - d. Within a database and will be distinguishable from non-County data by the value of a specific field or fields within database records;
3. When stored as physical paper documents, County data will be physically segregated from non-County data in a drawer, folder or other container.

4. When it is not feasible or practical to segregate County data from non-County data, then both the County data and the non-County data with which it is commingled must be protected as described in this Agreement.

D. Data Disposition.

When the contracted work has been completed or when no longer needed, except as noted in B.2 above, data shall be returned to the County or destroyed. Media on which data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or removable media (e.g., floppies, USB flash drives, portable hard disks, Zip or similar disks)	<ol style="list-style-type: none"> 1. Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data; 2. Degaussing sufficiently to ensure that the data cannot be reconstructed; or 3. Physically destroying the disk.
Paper documents with sensitive or confidential data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected.
Paper documents containing confidential information requiring special handling (e.g., PHI)	On-site shredding, pulping or incineration.
Optical discs (e.g., CDs or DVDs)	Incineration, shredding or completely defacing the readable surface with a course abrasive.
Magnetic tape	Degaussing, incinerating or crosscut shredding.

- E. Notification of Compromise or Potential Compromise. The compromise or potential compromise of County shared data must be reported to the County contact designated in the Contract within one (1) business day of discovery.

- E. Data shared with Subagencies. If County data provided under any Contract is to be shared with a subagency, the contract with the subagency must include all of the data security provisions within this Agreement and within any amendments, attachments or exhibits within any Contract. If the Agency cannot protect the data as articulated within this Agreement, then the contract with the subagency must be submitted to the County contact specified for the Contract for review and approval.

XI EFFECTIVE DATE

This Agreement becomes effective only upon incorporation by reference into a Contract between the County and the Agency.

FOR SNOHOMISH COUNTY:

FOR THE AGENCY:

Mary Jane Brell Vujovic, Director (Date)
Department of Human Services

(Signature) (Date)

(Title)

ATTACHMENT 1

Agency Agreement on Nondisclosure of Confidential Information
This form is for Agencies and other non-County employees.

CONFIDENTIAL INFORMATION		
<p>“Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC §1320d (HIPAA), and Personal Information.</p> <p>“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.</p>		
REGULATORY REQUIREMENTS AND PENALTIES		
<p>State laws (including RCW 74.04.060 and RCW 70.02.020) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 45 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.</p>		
ASSURANCE OF CONFIDENTIALITY		
<p>In consideration for Snohomish County granting me access to County property, systems, and Confidential Information, I agree that I:</p> <ol style="list-style-type: none"> 1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law. 2. Will protect and maintain all Confidential Information gained by reason this Agreement against unauthorized use, access, disclosure, modification or loss. 3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information. 4. Have an authorized business requirement to access and use County systems or property, and view its data and Confidential Information if necessary. 5. Will access, use and/or disclose only the “minimum necessary” Confidential Information required to perform my assigned job duties. 6. Will not share County system passwords with anyone or allow others to use the County systems logged in as me. 7. Will not distribute, transfer or otherwise share any County software with anyone. 8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information. 9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution. 10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or the County. 		
FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS		
<p>This form will be read and signed by each non-County employee who has access to Confidential information and updated at least annually. Provide the non-County employee signor with a copy of this Assurance of Confidentiality and retain the original of each signed form on file for a minimum of six years.</p>		
SIGNATURE		
PRINT/TYPE NAME	NON-COUNTY EMPLOYEE’S SIGNATURE	DATE

2. Professional Liability: Professional Liability, Errors, and Omissions coverage. In the event that services delivered pursuant to any Contract, either directly or indirectly, involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services", for the purpose of this section, shall mean any services provided by a licensed professional or those services that require professional standards of care.
3. Automobile Liability: In the event that services delivered pursuant to any Contract require the use of a vehicle or involve the transportation of clients by Agency personnel in Agency-owned vehicles or non-owned vehicles, the Agency shall provide evidence of the appropriate automobile coverage. Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.
4. Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.
5. Stop Gap/Employers Liability: Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

C. Minimum Limits of Insurance

The Agency shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Professional Liability, Errors, and Omissions: \$1,000,000 per claim and in the aggregate.
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Except if the transport of clients by Agency personnel is involved, then Risk Management will review the appropriate amount of coverage.
4. Workers' Compensation: Statutory requirements of the state of residency.
5. Stop Gap/Employers Liability: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Agency's liability to the County and shall be the sole responsibility of the Agency.

E. Other Insurance Provisions

The insurance policies required in this Agreement and any Contract are to contain, or be endorsed to contain, the following provisions:

1. Liability Policies except Professional/Errors and Omissions and Workers Compensation

- a. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Agency in connection with any Contract (CG 2010 11/85 or its equivalent).
- b. The Agency's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its offices, officials, employees, or agents shall not contribute with the Agency's insurance or benefit the Agency in any way.
- c. The Agency's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 45 days prior written notice has been given to the County.

F. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by the County.

If, at any time, the foregoing policies shall fail to meet the above minimum requirements, the Agency shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

G. Verification of Coverage

1. The Agency shall furnish the County certificates of insurance and endorsements required by this Agreement and any Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with any Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
2. If the Agency is a public entity and is insured through a State of Washington approved and recognized cooperative or pool, the County will accept a letter of coverage in lieu of a certificate of insurance.

XXXVII. INDEMNIFICATION

- A. The Agency shall protect, defend, indemnify and hold harmless Snohomish County, its officers, elected officials, agents, employees, and any state, federal, or other

funding agency from and against any and all claims, suits, actions, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for damage to any property or business and/or any death, injury, sickness or disability to any person, including without limitation any employee of the Agency or its Subagencies, caused by or arising out of or suffered, directly or indirectly, in connection with the performance of this Agreement or any Contract or any act, error, or omission of the Agency, Agency's employees, agents, or Subagencies, whether by negligence or otherwise.

- B. The Agency shall assume the risk, liability, and pay all damage, loss, cost, and expense of any party, including its employees, arising out of the performance of this Agreement and any Contract, except that caused by the sole negligence and/or willful misconduct of Snohomish County and/or its employees acting within the scope of their employment.
- C. With respect to the Agency's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Agency further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, as respects the County only, for any injury or death suffered by the Agency's employee(s) caused by or arising out of the Agency's acts, errors or omissions in the performance of this Agreement and any Contract. This waiver is mutually negotiated by the parties.
- D. The Agency's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, omission or breach of any common law, statutory or other delegated duty by the Agency, Agency's employees, agents, or Subagencies.

XXXVIII. DISPUTES

- A. Except as otherwise provided in this Agreement or any Contract, any dispute concerning a question of fact arising under this Agreement or any Contract, which is not disposed of by consensus, shall be decided by the County through the Director of Human Services upon submission of the dispute for resolution in writing by either party. The Director shall submit his/her decision in writing and mail or otherwise furnish a copy thereof to the Agency. Participation in this dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties.
- B. The decision of the County shall be final, but shall not preclude judicial review. Pending resolution of the dispute, the Agency shall proceed diligently with the performance of any Contract.
- C. A party's written request for dispute resolution must be mailed to the Human Services Department, 3000 Rockefeller Avenue, M/S 305, Everett, WA 98201 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which it now disputes and must state:
 1. The disputed issues;
 2. The relative positions of the parties; and
 3. The Agency's name, address, and its County contract number.

XXXIX. RESPONSIBILITY

Each party to this Agreement shall be responsible for the negligence of its officers, employees, agents, and Subagencies in the performance of this Agreement and any Contract. Except to the extent that it meets its obligations to perform this Agreement or any Contract through a Subagency, no party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement or any Contract. The County and the Agency shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Agency agree to notify the attorneys of record in any tort lawsuit where both are parties if either County or the Agency enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

XL. COUNTY AUTHORITY

The County Executive or his/her designee shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement and any Contract on behalf of the County, provided it is in writing and signed by the County Executive or his/her designee and consistent with the requirements for changes and modifications under this Agreement and any Contract.

XLI. DRUG-FREE WORKPLACE

The Agency shall maintain a workplace free from alcohol and drug abuse as required by the Drug-Free Workplace Act of 1998, Pub. L. No. 105-277, 112 Stat. 2681, as amended.

XLII. CHANGES AND MODIFICATIONS

A. Either party may request changes, amendments, or additions to any portion of this Agreement or any Contract. Except as provided in Section XLII-B below, no such changes, amendments, or additions to any portion of this Agreement or any Contract shall be valid or binding upon either party unless it is in writing and executed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment. All amendments shall be attached to, and made part of, the amended Agreement or Contract.

B. This Agreement and any Contract may be unilaterally amended by the County Executive or his/her designee to:

1. Reflect changes in state or federal laws, rules, policies, or regulations governing their content; or
2. Extend the end date of any Contract without making any changes to the budget.

XLIII. TERMINATION OR SUSPENSION OF ANY CONTRACT

A. Termination for Convenience:

1. The County or Agency may terminate any Contract, in whole or in part, upon thirty (30) calendar days' advance written notice to the other party.
2. In the event of termination under this clause, the County shall be liable only for payment in accordance with the terms of the Contract for services rendered prior to the effective date of termination. The County may pay an amount mutually

agreed by the parties for partially completed work and services, if work products are useful to or usable by the County.

B. Suspension or Termination for Lack of Funding:

1. The County may suspend or terminate any Contract, in whole or in part, upon five (5) business days' written notice in the event expected or actual funding from a state, federal, or other source is withdrawn, reduced, or limited in any way prior to Contract expiration. The suspension or termination shall be effective on the date specified in the written notice.
2. In the event of suspension under this clause, the County shall provide the Agency written notice stating when services may be resumed. The County shall be liable only for payment in accordance with the terms of the Contract for services rendered prior to the effective date of suspension and after the date that services may be resumed.
3. In the event of termination under this clause, the County shall be liable only for payment in accordance with the terms of the Contract for services rendered prior to the effective date of termination. The County may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by the County.

C. Suspension or Termination for Lack of Performance:

1. In the event the County determines the Agency has failed to meet or maintain any requirement for contracting with the County, to comply with the terms or conditions of this Agreement or any Contract in a timely manner, or has otherwise breached any provision or condition of this Agreement or any Contract, the County has the right to suspend or terminate any Contract upon a 24-hour prior written notice.
2. The County may suspend all or any part of any Contract, and withhold further payments or prohibit the Agency from incurring additional obligations thereunder, during investigation of suspected noncompliance. The County may also take these actions pending corrective action by the Agency or pending a decision by the County to terminate any Contract.
3. Before the County may terminate any Contract for lack of performance, the County shall provide the Agency with written notice of the Agency's noncompliance and provide the Agency a reasonable opportunity to correct the Agency's noncompliance. If the Agency does not correct the Agency's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the Contract. The County may terminate the Contract for lack of performance without such written notice and without opportunity for correction if the County has a reasonable basis to believe that a client's health or safety is in jeopardy.
4. The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

D. Suspension or Termination for Fraud, Abuse, Violation of Law

The County reserves the right to suspend or terminate all or part of any Contract, to withhold further payments, or to prohibit the Agency from incurring additional obligations of funds, if the County has reason to believe that fraud, abuse, or violation of law has occurred on the part of the Agency in the performance of any Contract.

E. Suspension or Termination Procedures

1. Suspension or Termination by County

Upon receipt of the notice of suspension or termination of any Contract, unless otherwise directed by the County in writing, the Agency shall:

- a. Stop work under the Contract on the date, and to the extent, specified in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities under that portion of the Contract that has been suspended or terminated;
- c. Complete performance of that part of the Contract, if any, which has not been suspended or terminated;
- d. Take such action as may be necessary for the protection and preservation of the property related to the Contract which is in the possession of the Agency and in which the County has or may acquire an interest; and
- e. Transfer title to the County of any property that was purchased with funds awarded under any Contract or any prior contract involving the same funding source and program purpose.

2. Termination by Agency

- a. The Agency may terminate any Contract for default, in whole or in part, by written notice to the County, if the Agency has a reasonable basis to believe that the County has:
 - (i) Failed to meet or maintain any requirement for contracting with the Agency;
 - (ii) Failed to perform under any provision of this Agreement or any Contract;
 - (iii) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Contract; or
 - (iv) Otherwise breached any provision or condition of this Agreement or any Contract.
- b. Before the Agency may terminate any Contract for lack of County performance, the Agency shall provide the County with written notice of the County's noncompliance with the Agreement or the Contract and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the Agency may then terminate the Contract.

3. Delivery and Preservation of County Assets; Recovery of Costs

Upon termination of a Contract by either party, the Agency shall promptly deliver to the County all County assets (property) in the Agency's possession, including

any material created under any Contract. Upon failure to return County property within ten (10) business days of the Contract termination, the Agency shall be charged with all reasonable costs of recovery, including transportation. The Agency shall take reasonable steps to protect and preserve any property of the County that is in the possession of the Agency pending return to the County.

4. Remedies

- a. If the County terminates any Contract for lack of performance, the County may withhold a sum from the final payment to the Agency that the County determines is necessary to protect the County against loss or additional liability. The County shall be entitled to all remedies available at law, in equity, or under this Agreement.
- b. The Agency shall be entitled to all remedies available at law, in equity, or under this Agreement if either:
 - (i) The County terminated a Contract for lack of performance and it is later determined that the Agency was not at default for lack of performance; or
 - (ii) If the Agency terminated a Contract for lack of County performance.

XLIV. SEVERABILITY

- A. The provisions of this Agreement are severable. If any part, term, or provision of this Agreement or any Contract is determined to be invalid, the remaining provisions shall not be affected thereby, and the rights and obligations of the parties shall be construed and enforced as if this Agreement or any Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any part, term, or provision is in conflict with any constitutional or statutory provision of the State of Washington, the part, term, or provision shall be deemed modified to conform to such constitutional or statutory provision.

XLV. CONTRACT CLOSE-OUT PROCEDURES

- A. The Agency shall submit within thirty (30) calendar days after the date of expiration of any Contract all financial, performance, and other reports required by the Contract and, in addition, shall cooperate in a program or other audit by the County or its designee if the County determines that a program or other audit is necessary.
- B. If a financial audit of any Contract is conducted, the County retains the right to withhold a just and reasonable sum from the final payment to the Agency after fully considering the results of the final audit.

XLVI. LOBBYING AND CERTIFICATION

- A. The requirements of 31 U.S.C. § 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," and related subsections of the Code of Federal Regulations implemented for funding authorities, apply to federal contracts, grants and cooperative agreements exceeding \$100,000 in total costs (see 45 CFR § 93.110(a)(1)), and loans exceeding \$150,000 (see 45 CFR § 93.110(a)(2)).

- B. No federal funds awarded under any Contract may be used to provide assistance in connection with any election or any voter registration activity. No federal funds may be used for working for or against ballot measures, or for or against the candidacy of any person for public office.
- C. The Agency certifies to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of a federal agency or a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federal appropriated funds have or will be paid for the purposes stated above, the Agency must file a disclosure form in accordance with 45 CFR § 93.110.
- D. The Agency shall include a clause in all Subcontracts restricting Subagencies from lobbying in accordance with this section and requiring Subagencies to certify and disclose accordingly.

XLVII. VENUE STIPULATION

This Agreement and any Contract has been and shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be Snohomish County.

XLVIII. NOTICES

- A. Unless otherwise directed in writing, notices, reports, and payments to the County shall be delivered to the following address:

Administrative Services Division
 Snohomish County Human Services Department
 3000 Rockefeller Avenue, M/S 305
 Everett, WA 98201

- B. Unless otherwise directed in writing, notices, reports, and payments to the Agency shall be delivered to the following address:

City of Marysville
6915 Armar Road
Marysville, WA 98270

- C. Notices mailed by the County shall be deemed given on the date mailed. Notices received by the County shall be deemed given on the date received. Either party may change its address for receipt of reports, notices, or payments by giving the other written notice of not less than fifteen (15) calendar days prior to the effective date.

XLIX. ACCEPTABLE FORM OF SIGNATURE

Both parties agree handwritten signatures executed to electronic records shall be considered equivalent to handwritten signatures executed on paper. Scanned copies of signed contract documents will be considered original signatures, unless specified in a Contract that an original signature is required. Contract documents include, but are not

limited to, contracts, amendments, certifications, budget revision forms, invoices, and reports.

L. SIGNATURE AUTHORIZATION FORMS

The Agency shall submit a Signature Authorization Form annually and upon request from the County. The Signature Authorization Form shall require original signatures and shall reflect the authorized signatory(ies) of the Agency for applications, contracts, amendments, and monthly expenditures reports and requests for reimbursement. The Signature Authorization Form shall also designate the email address for the authorized recipient(s) of contracts and amendments from the County. Changes to signature authority of the Agency shall require that an updated Signature Authorization Form be submitted to the County.

LI. SURVIVABILITY

The terms and conditions contained in this Agreement which by their sense and context are intended to survive the expiration or termination of the Agreement or a Contract shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Lack of Performance, Termination Procedure, and Treatment of Assets.

LII. ENTIRE AGREEMENT

These provisions represent the entire and integrated Basic Terms and Conditions of the parties and may not be modified or amended except as provided herein.

LIII. ORDER OF PRECEDENCE

In the event of an inconsistency between the terms of this Agreement and any Contract, the conflict shall be resolved by giving precedence to the Specific Terms and Conditions of the Contract.

LIV. WAIVER

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement or any Contract into which it is incorporated unless amended as set forth in Section XLII, Changes and Modifications.

LV. EFFECTIVE DATE AND EFFECTIVENESS OF THIS AGREEMENT

This Agreement becomes effective only upon incorporation by reference into a Contract between the County and the Agency. Prior Basic Terms and Conditions between the parties incorporated by reference into contracts existing prior to the execution of these Basic Terms and Conditions shall remain in effect as to those contracts. To that extent, prior Basic Terms and Conditions shall not be superseded by these Basic Terms and Conditions.

SNOHOMISH COUNTY:

AGENCY:

By: _____
Mary Jane Brell Vujovic, Director (Date)
Human Services Department

By: _____
Signature (Date)

Title

Reviewed and approved
By Keith Mitchell, County Risk Manager
as of January 2015

Index #17

Snohomish County Human Services

3000 Rockefeller Avenue, M/S 305 | Everett, WA 98201
 (425) 388-7200



CONTRACT SPECIFICS	Contract Number:	<u>HCS-18-70-1804-200</u>	Maximum Contract Amount:	<u>\$7,484</u>	
	Title of Project / Service:	<u>First Responders Flex Fund</u>			
	Start Date:	<u>01/01/2018</u>	End Date:	<u>12/31/2018</u>	Status Determination: <u>Subrecipient</u>
CONTRACTING ORGANIZATION	Agency Name:	<u>City of Marysville</u>			
	Address:	<u>1049 State Ave</u>			
	City, State & Zip:	<u>Marysville, WA 98270</u>	IRS Tax No. / EIN:	<u>91-6001459</u>	
	Contact Person:	<u>Gloria Hirashima</u>	Unique Entity Identifier:	<u>076658673</u>	
	Telephone:	<u>360.363.8088</u>	Email Address:	<u>ghirashima@marysvillewa.gov</u>	
FUNDING SPECIFICS	Funding Authority:	<u>RCW 82.14.460</u>			
	CFDA No. & Title:	<u>N/A</u>			
	Funding Specifics:	<u>1/10th of 1% Sales Tax</u>			
	Federal Agency:	<u>N/A</u>	Federal Award ID No:	<u>N/A</u>	Federal Award Date: <u>N/A</u>
COUNTY	Program Division	Contact Person	Contact Email	Contact Phone	
	<u>Housing and Community Services</u>	<u>Tyler Verda</u>	<u>tyler.verda@snoco.org</u>	<u>425-262-2904</u>	

Additional terms of this Contract are set out in and governed by the following, which are incorporated herein by reference:

- Basic Terms and Conditions HSD-2018- 103-200, maintained on file at the Human Services Department:
- Business Associate Agreement BAA-2018- 103-200, maintained on file at the Human Services Department:
- Specific Terms and Conditions Attached as Exhibit A
- Statement of Work/Project Description Attached as Exhibit B
- Approved Contract Budget Attached as Exhibit C
- Approved Invoice Attached as Exhibit D

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Basic Terms and Conditions, (d) Business Associate Agreement, (e) other attachments incorporated by reference, and (f) other documents incorporated by reference.

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS AGENCY), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE AGENCY IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS.

FOR THE CONTRACTING ORGANIZATION:

 (Signature) _____ (Date)

 (Title)

FOR SNOHOMISH COUNTY:

 Mary Jane Brell Vujovic, Director _____ (Date)
 Department of Human Services

EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

FIRST RESPONDERS FLEX FUNDS

I. TERMS AND CONDITIONS

The Chemical Dependency/Mental Health Program Fund Agreement (hereinafter the Contract) is made by and between Snohomish County (hereinafter the County) and the City of Marysville (hereinafter the City). This Contract shall be in full accordance with the Legislation, codified as Revised Code of Washington ("RCW") Chapters 82.14.460 and all other applicable laws, ordinances, rules and regulations not inconsistent therewith, including licensing, permitting and accreditation requirements, in all activities funded in whole or in part with funds provided under this Contract.

II. OTHER REVENUES

The City certifies that work to be performed under this Contract will not supplant other existing funding sources.

III. UNILATERAL AMENDMENT CLAUSE

In addition to the Unilateral Amendment provisions, contained in Section XLII. B of the Basic Terms and Conditions referenced on the Contract Face Sheet, both parties agree that unilateral amendments will be used to award additional funds if they become available.

IV. COST REIMBURSEMENT

- A. Flex Funds awarded under this Contract will be reimbursed on a cost reimbursement basis in support of the Statement of Work (Exhibit B) and the Approved Project Budget (Exhibit C).
- B. The City shall submit monthly requests for reimbursement using the Approved Invoice (Exhibit D) provided by the County.
- C. The City shall submit supporting documentation for requests for reimbursement of expenses covered by Flex Funds with the Approved Invoice (Exhibit D). This documentation shall identify the item(s) purchased and cost of expenses covered by Flex Funds. The City shall also maintain on record itemized receipts of expenses covered by Flex Funds under this Contract.

EXHIBIT B

STATEMENT OF WORK / PROJECT DESCRIPTION

FIRST RESPONDERS FLEX FUND

I. DESCRIPTION

The Chemical Dependency/Mental Health Program Fund will provide First Responder Flex Funds to the City in order to assist individuals/households identified as high risk for chemical dependency or mental health issues, who come into contact with First Responders/Social Workers and need assistance to abate an emergency situation.

II. PROGRAM ACTIVITIES

In compliance with the terms of the Contract, the City shall perform the tasks and services as follows:

- A. The City will develop a process and means to disburse Flex Funds to First Responders and Social Workers, not to exceed the total amount included in the Approved Project Budget (Exhibit C).
- B. Flex Funds will be provided to First Responders and Social Workers to procure goods and/or services directly related to the needs of individuals/households, which cannot be met through existing categorical services or formal/informal community mechanisms. Examples of such purchases may include, but are not limited to, shelter, food, clothing, medical care, transportation, or other basic needs.
- C. Flex Funds shall not be paid directly to the individual/household receiving emergency assistance or used for the purchase of alcohol, tobacco, vaping products or marijuana products. Supporting documentation for requests for reimbursement for expenses covered by Flex Funds must be submitted monthly, with the Approved Invoice (Exhibit D) for reimbursement.
- D. Priority for Flex Funds will be given to individuals/households that are imminently or literally homeless, or who are in a situation lacking critical resources (i.e. seniors in need of emergency care, an individual fleeing domestic violence).

III. REPORTS

The City will submit one brief narrative each quarter providing a description of at least one individual or household that was able to abate an emergency situation as a result of access to First Responder Flex Funds.

**EXHIBIT C
CONTRACT BUDGET - COST REIMBURSEMENT
FIRST RESPONDERS FLEX FUND**

AGENCY NAME: City of Marysville
CONTRACT PERIOD: 1/1/2018 to 1/31/2018

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
1/10th of 1%	1/1/2018 to 12/31/2018	\$ 7,484		\$ 7,484
				-
				-
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 7,484	\$ -	\$ 7,484

MATCHING RESOURCES:

N/A N/A

TOTAL MATCHING RESOURCES: N/A

MATCH REQUIREMENTS FOR CONTRACT: % N/A AMOUNT: N/A

OTHER PROGRAM RESOURCES (Identify):

SOURCE	FUNDING PERIOD	AMOUNT
TOTAL OTHER RESOURCES:		\$ -

EXPENDITURES

CATEGORY	FUND SOURCE 1/10th of 1%	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	TOTAL	OTHER RESOURCES
Salaries/Wages							\$ -	
Benefits							-	
Supplies/Minor Equip.							-	
Prof. Services							-	
Postage							-	
Telephone							-	
Mileage/Fares							-	
Meals							-	
Lodging							-	
Advertising							-	
Leases/Rentals							-	
Insurance							-	
Utilities							-	
Repairs/Maint.							-	
Client Flex Funds							-	
Printing							-	
Dues/Subscrip.							-	
Regis./Tuition							-	
Machinery/Equip.							-	
Administration							-	
Indirect							-	
Miscellaneous							-	
Flex Funds	7,484						7,484	
Misc. Construction							-	
Acquisition							-	
Relocation							-	
							-	
TOTAL	\$ 7,484	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,484	\$ -

EXPENDITURE NARRATIVE

AMOUNT	CATEGORY	NARRATIVE (provide justification describing each category supported with funds awarded under this contract)
7,484	Flex Funds	Cost of Flex Funds distributed to First Responders
\$ 7,484	TOTAL	

DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE
N/A						

TOTAL: \$0

NOTE: Above figures may reflect rounding



INVOICE – Cost Reimbursement Contracts

Snohomish County Human Services Department-3000 Rockefeller, M/S 305, Everett, WA 98201

Estimated: Actual:

Amount of Payment: \$ _____

Agency Name and Address: City of Marysville 1049 State Avenue Marysville, WA 98270	Contract #: <u>HCS-18-70-1804-200</u> Project Title: <u>First Responders Flex Funds</u> Contract Manager: <u>Tyler Verda</u> Reporting Period: _____ To: _____
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AUTHORIZING SIGNATURE: _____ **DATE:** _____
(sign in ink)

SUB OBJ	Account Title	Current Expenditures	Contract To Date Expenditures	Contract Budget	Budget Balance
10	Salaries/Wages				
20	Personal Benefits				
30	Supplies				
40	Prof. Services				
42	Postage				
42	Telephone				
43	Mileage				
43	Meals				
43	Lodging				
44	Advertising				
45	Op. Rentals/Leasing				
46	Insurance				
47	Utilities				
48	Repair/Maintenance				
49	Printing/Copying				
50	Dues/Subscriptions				
51	Regis./Tuition				
52	Flex Funds			\$7,484	\$7,484
TOTALS				\$7,484	\$7,484

CONTRACTING AGENCY MATCHING FUNDS:		REVIEWED FOR PAYMENT:
CURRENT PERIOD:	\$ _____	
CONTRACT TO DATE:	\$ _____	
		AUTHORIZED FUND:

ATTACH: AGENCY CERTIFICATION FORM



SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT
3000 ROCKEFELLER AVENUE, M/S 305
EVERETT, WA 98201

AGENCY CERTIFICATION FORM

Agency Certification: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise, or services furnished to Snohomish County, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, national origin, handicap, sex, or age.

AUTHORIZING SIGNATURE: _____ **DATE:** _____
(sign in ink)

Voucher Check #	Vendor	Invoice Refer.#	Description	Total Amount	Charged Non-Grant	To: Grant

(Use Additional Pages as Necessary)

Total:			
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Index #18

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

CITY COUNCIL MEETING DATE: 02/26/2018

AGENDA ITEM:	
Reappointment to the Civil Service Commission	
PREPARED BY:	DIRECTOR APPROVAL:
Tina Brock, Deputy City Clerk	
DEPARTMENT:	
ATTACHMENTS:	
Appointment Form	
BUDGET CODE:	AMOUNT:
SUMMARY:	
Mayor Nehring is requesting the reappointment of Brad Thompson to the Civil Service Commission, serving until March 10, 2024.	

<p>RECOMMENDED ACTION: Mayor Nehring recommends the City Council confirm the reappointment of Brad Thompson.</p>

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby reappoint BRAD THOMPSON as a member of the CIVIL SERVICE COMMISSION of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.16.020; dated this 26th day of February, 2018.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the CIVIL SERVICE COMMISSION of the City of Marysville in the manner required by law.

Dated this 26th day of February, 2018

BRAD THOMPSON

This term of appointment expires the 10th day of March, 2024.