

**Marysville City Council Meeting**

**October 28, 2019**

**7:00 p.m.**

**City Hall**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

A. Proclamation: Declaring November 2019 as Native American Indian Heritage Month in Marysville

**Audience Participation**

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

- 1. Approval of the September 23, 2019 City Council Meeting Minutes.
- 2. Approval of the October 7, 2019 City Council Work Session Minutes.

**Consent**

- 3. Approval of the October 16, 2019 Claims in the Amount of \$1,826,033.43 Paid by EFT Transactions and Check Numbers 135701 through 135848 with Check Number 129359 Voided.
- 4. Approval of the October 23, 2019 Claims in the Amount of \$378,602.19 Paid by EFT Transactions and Check Numbers 135849 through 136006 with Check Number 135510 Voided.
- 6. Approval of the October 4, 2019 Payroll in the Amount of &1,573,966.19, Paid by EFT Transactions and Check Numbers 32699 through 32727.

**Review Bids**

**Public Hearings**

**New Business**

## Marysville City Council Meeting

**October 28, 2019**

**7:00 p.m.**

**City Hall**

7. Consider Approving an Interlocal Agreement with Snohomish County for Substance Use Disorder Program.
8. Consider Approving an Interagency Agreement with Washington Traffic Safety Commission for Reimbursement of Funds Associated with Target Zero.
9. Consider Approving the Stormwater Capacity Grant Agreement with the Department of Ecology.
10. Consider Approving an **Ordinance** Consenting the Transfer of Control of Frontier Communications Northwest, Inc. to Northwest Fiber, LLC.
11. Consider Approving an **Ordinance** Amending the Municipal Code in Regard to Council Meetings.

### **Legal**

### **Mayor's Business**

### **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 business days prior to the meeting date if any special accommodations are needed for this meeting.

A



# PROCLAMATION

## Declaring November 2019 as Native American Indian Heritage Month in Marysville

WHEREAS, Native American traditions and beliefs have long helped to shape our country’s communities and shared values, and during National Native American Indian Heritage Month, we celebrate and honor the first Americans to call this land home; and

WHEREAS, the greater Puget Sound is the ancestral home to many Coast Salish tribes whose people and customs are strongly interwoven into the fabric of our collective Pacific Northwest culture; and

WHEREAS, Marysville’s roots are in Indian Country, as the city was first established by founder James Comeford in 1872 as a trading post on the Tulalip Indian Reservation, and moved five years later to what is now the Marysville waterfront area along the Ebey Estuary; and

WHEREAS, through the generations the Tulalip Tribes and tribal members – direct descendants of and successors to the Snohomish, Snoqualmie, Skykomish and other allied bands recognized by the Treaty of Point Elliott -- have improved our community with valuable perspectives and contributions in art, history, environment and culture; and

WHEREAS, with vision and tenacity the Tulalip Tribes have greatly strengthened their economic prosperity in recent years through the development and expansion of the Tulalip Resort Casino, Quil Ceda Village and more; and

WHEREAS, the historic Qwuloolt Estuary Restoration Project was a remarkable effort led by the Tulalip Tribes in partnership with the city and many other local, state and federal entities that restored important salmon habitat and is now reconnecting residents and visitors with the waterfront through the city’s development of the Ebey Waterfront Park and Trail; and

WHEREAS, the City of Marysville and the Tulalip Tribes enjoy a collaborative and congenial relationship working together on issues of mutual community interest including transportation, environment and economy, and we greatly appreciate the traditions and contributions of Tulalip tribal members to the Marysville Tulalip community;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim November 2019 as

### NATIVE AMERICAN INDIAN HERITAGE MONTH

in the City of Marysville, and extend a message of gratitude and brotherhood to our Tulalip friends and neighbors.

Under my hand and seal this twenty-eighth day of October, 2019.

THE CITY OF MARYSVILLE

\_\_\_\_\_  
*Jon Nehring, Mayor*

# *Index #1*

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
Excuse the absence of Councilmembers James and Stevens	Approved
<b>Approval of the Agenda</b>	Approved
<b>Committee Reports</b>	
<b>Presentations</b>	
Police Officer Swearing-in	Presented
<b>Audience Participation</b>	
<b>Approval of Minutes</b>	
Approval of the August 19, 2019 City Council Special Meeting Minutes.	Approved
Approval of the September 3, 2019 City Council Work Session Minutes.	Approved
Approval of the September 9, 2019 City Council Meeting Minutes.	Approved
<b>Consent Agenda</b>	
Approval of the August 28, 2019 Claims in the Amount of \$3,134,625.81 Paid by EFT Transactions and Check Numbers 134720 through 134837 with Check Number 134537 Voided.	Approved
Approval of the September 4, 2019 Claims in the Amount of \$1,981,427.60 Paid by EFT Transactions and Check Numbers 134838 through 134981 with Check Number 130840 Voided.	Approved
Approval of the September 5, 2019 Payroll in the Amount of \$1,810,306.82, Paid by EFT Transactions and Check Numbers 32639 through 32668.	Approved
Approval of the September 11, 2019 Claims in the Amount of \$631,702.78 Paid by EFT Transactions and Check Numbers 134982 through 135106 with Check Numbers 134470 and 134911 Voided.	Approved
Approval of the September 18, 2019 Claims in the Amount of \$1,400,023.78 Paid by EFT Transactions and Check Numbers 135107 through 135251 with Check Numbers 128036, 131162 and 133868 Voided.	Approved
<b>Review Bids</b>	
<b>Public Hearings</b>	
Consider Approving the Community Development Block Grant Program Year 2018 Consolidated Annual Performance and Evaluation Report.	Held Approved
<b>New Business</b>	
Consider Approving the Supplemental No.1 to the Professional Services Agreement with Transpo Group USA, Inc. for Transportation Engineering Services, thereby amending the Contract Amount from \$74,000 to \$99,000.	Approved
Consider Approving the Agreement with Frontier, in the Amount of \$506,213.80, to Underground Communication Lines along Delta Avenue as part of the Civic Campus Project.	Approved
Consider Approving the Professional Services Agreement with Maul Foster & Alongi, Inc. for Remedial Investigation and Feasibility Study.	Approved
Consider Approving the Landowner Agreement with the Snohomish Conservation District for Stream Restoration.	Approved

Consider Approving the Second Amendment to Lease Agreement with Marysville Little League.	Approved
Consider Approving an Emergency Resolution Waiving Public Bidding Requirements for Permanent Repairs to the Stormwater System on First Street.	Approved Emergency Resolution No. 2476
Consider Approving the Fifth Amendment to the Agreement with Snohomish County Fire Protection District No. 12 for Joint Operation of Fire and Emergency Medical Protection Facilities.	Approved
Consider Approving the Letter of Understanding with the Regional Fire Authority for Maintenance and Use of the Public Safety Building.	Approved
Consider Approving the Interlocal Agreement with Marysville Fire District, Regional Fire Authority for Fire Marshall Services.	Approved
Consider Approving a Resolution Authorizing the Transfer of Personal Property Assets to the Marysville Fire District, Regional Fire Authority.	Approved Resolution No. 2477
Consider Approving a Resolution Authorizing the Transfer of Certain Fund Balances to the Marysville Fire District, Regional Fire Authority.	Approved Resolution No. 2478
Consider Approving a Resolution Authorizing the Transfer of Certain Real Property to the Marysville Fire District, Regional Fire Authority.	Approved Resolution No. 2479
Consider Approving a Resolution Authorizing the Transfer of Certain Rolling Stock to the Marysville Fire District, Regional Fire Authority.	Approved Resolution No. 2480
<b>Legal</b>	
<b>Mayor's Business</b>	
Budget Update	Presented
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Recess</b>	8:28 p.m.
<b>Executive Session</b>	8:33 p.m.
<b>Personnel – one item</b>	Approved
<b>Adjournment</b>	8:43 p.m.

COUNCIL



*DRAFT*  
MINUTES

**Regular Meeting**  
*September 23, 2019*

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. Pastor Steve Swanson of Vital Sign Ministry 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:** Tom King, Steve Muller, Kamille Norton (President), Rob Toyer, and Jeff Vaughan
- Absent:** Mark James, Michael Stevens
- Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Interim Police Chief Jeffrey Goldman, City Attorney Jon Walker, Assistant Public Works Director Kari Chennault, Parks and Recreation Director Jim Ballew, Community Development Director Jeff Thomas, Fire Chief Martin McFalls, Associate Planner Amy Hess and Recording Secretary Laurie Hugdahl.

**Motion** made by Councilmember Norton, seconded by Councilmember Toyer, to excuse the absence of Councilmember James and Stevens. **Motion** passed unanimously.

**Motion** made by Councilmember Toyer, seconded by Councilmember Muller, to approve the agenda. **Motion** passed unanimously.

**Committee Reports**



Councilmember King reported on the recent Fire Board meeting where badges presented to new firefighters. There was also an update on the RFA which takes effect on Tuesday, October 1.

Councilmember King also reported on the Parks Board meeting where there was a presentation by the Marysville-Tulalip Pickle Ball Association.

Councilmember Vaughan reported that the Finance Committee met today and reviewed current budget status. Things are tracking well. Construction permits have seen a big increase over the prior period. Sales tax revenue is strong. There was also an update on the audit which was very good. There was an update on options for the Affordable Housing Sales Tax.

### **Presentations**

#### A. Police Officer Swearing-in

Chief Goldman introduced new Police Officer Brandon Blake who was sworn in by Mayor Nehring.

### **Audience Participation**

Lori Hanning, 11424 36<sup>th</sup> Drive NE #103, Marysville, WA 98271, spoke on behalf of residents of the Mobile Manor regarding La Quinta Hotel. She expressed concern about air quality, garbage location close to the mobile home park, loss of property value, damaged homes due to construction, disturbed wildlife, and residents being disregarded.

Wade Allen Gentry, homeless, indicated he wanted to speak after he gathered his notes.

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

1. Approval of the August 19, 2019 City Council Special Meeting Minutes.

**Motion** made by Councilmember King, seconded by Councilmember Muller, to approve the August 19, 2019 City Council Special Meeting Minutes. **Motion** passed 4-0 with Councilmember Norton abstaining as she was absent at that meeting.

2. Approval of the September 3, 2019 City Council Work Session Minutes.

**Motion** made by Councilmember Norton, seconded by Councilmember Muller to approve the September 3, 2019 City Council Work Session Minutes. **Motion** passed unanimously.

3. Approval of the September 9, 2019 City Council Meeting Minutes.

*DRAFT*

**Motion** made by Councilmember Muller, seconded by Councilmember King, to approve the September 9, 2019 City Council Meeting Minutes. **Motion** passed unanimously.

### **Consent**

4. Approval of the August 28, 2019 Claims in the Amount of \$3,134,625.81 Paid by EFT Transactions and Check Numbers 134720 through 134837 with Check Number 134537 Voided.
5. Approval of the September 4, 2019 Claims in the Amount of \$1,981,427.60 Paid by EFT Transactions and Check Numbers 134838 through 134981 with Check Number 130840 Voided.
6. Approval of the September 5, 2019 Payroll in the Amount of \$1,810,306.82, Paid by EFT Transactions and Check Numbers 32639 through 32668.
7. Approval of the September 11, 2019 Claims in the Amount of \$631,702.78 Paid by EFT Transactions and Check Numbers 134982 through 135106 with Check Numbers 134470 and 134911 Voided.
8. Approval of the September 18, 2019 Claims in the Amount of \$1,400,023.78 Paid by EFT Transactions and Check Numbers 135107 through 135251 with Check Numbers 128036, 131162 and 133868 Voided.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve Consent Agenda items 4-8. **Motion** passed unanimously.

### **Review Bids**

### **Public Hearings**

9. Consider Approving the Community Development Block Grant Program Year 2018 Consolidated Annual Performance and Evaluation Report.

Associate Planner Amy Hess reviewed this item. Council had no comments or questions.

The public hearing was opened at 7:22 p.m. Seeing no public comments the hearing was closed at 7:22 p.m.

**Motion** made by Councilmember King, seconded by Councilmember Vaughan, to approve the Community Development Block Grant Program Year 2018 Consolidated Annual Performance and Evaluation Report. **Motion** passed unanimously.

### **New Business**

10. Consider Approving the Supplemental No.1 to the Professional Services Agreement with Transpo Group USA, Inc. for Transportation Engineering Services, thereby amending the Contract Amount from \$74,000 to \$99,000.

Assistant Director Chennault reviewed this item.

**Motion** made by Councilmember Vaughan, seconded by Councilmember King, to authorize the Mayor to sign and execute the Supplemental No.1 to the Professional Services Agreement with Transpo Group USA, Inc. for Transportation Engineering Services, thereby amending the Contract Amount from \$74,000 to \$99,000. **Motion** passed unanimously.

11. Consider Approving the Agreement with Frontier, in the Amount of \$506,213.80, to Underground Communication Lines along Delta Avenue as part of the Civic Campus Project.

Assistant Director Chennault reviewed this item.

**Motion** made by Councilmember Muller, seconded by Councilmember Norton, to authorize the Mayor to sign and execute the Agreement with Frontier, in the Amount of \$506,213.80, to Underground Communication Lines along Delta Avenue as part of the Civic Campus Project. **Motion** passed unanimously.

12. Consider Approving the Professional Services Agreement with Maul Foster & Alongi, Inc. for Remedial Investigation and Feasibility Study.

Assistant Director Chennault reviewed this item.

**Motion** made by Councilmember Norton, seconded by Councilmember Muller, to authorize the Mayor to sign and execute the Professional Services Agreement with Maul Foster & Alongi, Inc. for Remedial Investigation and Feasibility Study. **Motion** passed unanimously.

13. Consider Approving the Landowner Agreement with the Snohomish Conservation District for Stream Restoration.

Assistant Director Chennault reviewed this item.

**Motion** made by Councilmember Vaughan, seconded by Councilmember King, to authorize the Mayor to sign the Landowner Agreement with the Snohomish Conservation District for Stream Restoration. **Motion** passed unanimously.

14. Consider Approving the Second Amendment to Lease Agreement with Marysville Little League.

Director Ballew reviewed this item.

*DRAFT*

**Motion** made by Councilmember Norton, seconded by Councilmember Muller, to authorize the Mayor to sign the Second Amendment to Lease Agreement with Marysville Little League extending the current lease to February 29, 2020. **Motion** passed unanimously.

15. Consider Approving an Emergency Resolution Waiving Public Bidding Requirements for Permanent Repairs to the Stormwater System on First Street.

Assistant Director Chennault reviewed this item.

**Motion** made by Councilmember King, seconded by Councilmember Toyer, to authorize Emergency Resolution 2476. **Motion** passed unanimously.

16. Consider Approving the Fifth Amendment to the Agreement with Snohomish County Fire Protection District No. 12 for Joint Operation of Fire and Emergency Medical Protection Facilities.

City Attorney Walker reviewed this item.

**Motion** made by Councilmember Norton, seconded by Councilmember Toyer, to authorize the Mayor to sign and approve the Fifth Amendment to the Agreement with Snohomish County Fire Protection District No. 12 for Joint Operation of Fire and Emergency Medical Protection Facilities. **Motion** passed unanimously.

17. Consider Approving the Letter of Understanding with the Regional Fire Authority for Maintenance and Use of the Public Safety Building.

City Attorney Walker reviewed this item.

**Motion** made by Councilmember Muller, seconded by Councilmember Norton, to authorize the Mayor to approve the Letter of Understanding with the Regional Fire Authority for Maintenance and Use of the Public Safety Building. **Motion** passed unanimously.

18. Consider Approving the Interlocal Agreement with Marysville Fire District, Regional Fire Authority for Fire Marshall Services.

CAO Hirashima reviewed this item.

**Motion** made by Councilmember Vaughan seconded by Councilmember King, to approve the Interlocal Agreement with Marysville Fire District, Regional Fire Authority for Fire Marshall Services. **Motion** passed unanimously.

19. Consider Approving a Resolution Authorizing the Transfer of Personal Property Assets to the Marysville Fire District, Regional Fire Authority.

City Attorney Walker clarified that this is a three-party joint resolution.

*DRAFT*

**Motion** made by Councilmember Norton, seconded by Councilmember Toyer, to adopt Joint Resolution No. 2477. **Motion** passed unanimously.

20. Consider Approving a Resolution Authorizing the Transfer of Certain Fund Balances to the Marysville Fire District, Regional Fire Authority.

City Attorney Walker reviewed this item.

**Motion** made by Councilmember Toyer, seconded by Councilmember Vaughan, to adopt Resolution No. 2478. **Motion** passed unanimously.

21. Consider Approving a Resolution Authorizing the Transfer of Certain Real Property to the Marysville Fire District, Regional Fire Authority.

City Attorney Walker reviewed this item.

**Motion** made by Councilmember Muller, seconded by Councilmember Norton, to adopt Resolution No. 2479. **Motion** passed unanimously.

22. Consider Approving a Resolution Authorizing the Transfer of Certain Rolling Stock to the Marysville Fire District, Regional Fire Authority.

City Attorney Walker reviewed this item.

**Motion** made by Councilmember King, seconded by Councilmember Vaughan, to adopt Resolution No. 2480. **Motion** passed unanimously.

## **Legal**

### **Mayor's Business**

#### **Staff Business**

23. Budget Update

Finance Director Langdon gave an update on the end of second quarter budget status.

### **Mayor's Business**

- He attended the Snohomish County Sports Hall of Fame where Jarred Rome from Marysville was highlighted.
- Touch-a-Truck event was a great event.
- He reviewed Jim Ballew's accomplished career and legacy as Parks, Recreation, and Culture Director in Marysville, thanked him, and wished him well in his retirement.

**Staff Business**

Chief Goldman expressed appreciation for Jim Ballew.

Director Langdon expressed appreciation for Jim Ballew.

City Attorney Walker expressed appreciation for Jim Ballew. He also stated the need for a closed session item related to labor negotiations with action expected.

Director Thomas wished Jim Ballew well and gave an update on this week's upcoming Planning Commission meeting.

Chief McFalls expressed appreciation for Jim Ballew.

Asst. Director Chennault expressed appreciation for Jim Ballew.

CAO Hirashima reviewed Jim Ballew's many accomplishments and expressed appreciation for his service to the City.

Jim Ballew:

- He reported that Touch-a-Truck was a huge success this year with well over 3,000 in attendance.
- Princess and Pixie Dust will be happening at the Opera House this weekend.
- He announced the promotion of Dave Hall as Assistant Director and Tara Mizell as Director.
- He reviewed his time with the City fondly and thanked everyone for their part.

**Call on Councilmembers**

Jeff Vaughan wished Jim Ballew well.

Tom King also wished Jim Ballew well.

Rob Toyer thanked Jim Ballew for his years of service.

Steve Muller recalled Jim's contributions to the City and wished him well.

Kamille Norton expressed appreciation for Jim Ballew's positive impact on the community and wished him well in retirement.

**Recess**

Council recessed at 8:28 p.m. for five minutes before reconvening in Executive Session for 10 minutes to address one labor negotiations item with action expected.

**Executive Session**

Personnel – one item, RCW 42.30.140(4)(a)

Executive Session ended at 8:43 p.m.

**Motion** made by Councilmember Toyer, seconded by Councilmember Norton, to authorize the Mayor to sign a collective bargaining agreement with MPOA incorporating the changes to the CBA reflected in the tentative agreement. **Motion** passed unanimously.

**Adjournment**

The meeting was adjourned at 8:43 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

---

Mayor  
Jon Nehring

# *Index #2*



COUNCIL*DRAFT*  
MINUTES**Work Session***October 7, 2019***Call to Order / Pledge of Allegiance**

Mayor Nehring called the work session 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, Interim Police Chief Jeffrey Goldman, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks Director Tara Mizell, Community Development Director Jeff Thomas, Fire Chief Martin McFalls, Golf Pro Shayne Day, Information Services Manager Worth Norton, Public Relations Administrator Connie Mennie

**Motion** made by Councilmember Muller, seconded by Councilmember James, to approve the agenda. **Motion** passed unanimously.

**Committee Reports**

None

**Consent**

*DRAFT*

1. Approval of the September 25, 2019 Claims in the Amount of \$1,792,135.69 Paid by EFT Transactions and Check Numbers 135252 through 135402 with No Check Numbers Voided.
2. Approval of the October 2, 2019 Claims in the Amount of \$2,914,181.83 Paid by EFT Transactions and Check Numbers 135403 through 135537 with No Check Numbers Voided.

There were no questions regarding the Consent Agenda items.

### **Review Bids**

### **Public Hearings**

### **New Business**

3. Consider the Agreement with Everett Gospel Mission for Marysville Extended Shelter Housing (MESH).

CAO Hirashima explained that the City is interested in working again with the Everett Gospel Mission and Allen Creek Community Church to look at another house for the extended shelter program. Dan Hazen gave an update on how the program would work with MESH. Ricky, one of the residents discussed how the program has helped him and ways that this agreement could help it be even better.

4. Consider the Small Public Works Contract with Daco Corporation for \$108,873.49 for Stillaguamish Water Treatment Plant Safety Improvements.

Director Nielsen explained this is for improvements to the Stillaguamish plant located on 43<sup>rd</sup> Avenue. Catwalks need to be installed so the facility can be properly inspected. There were two bids. The first bidder was disqualified so staff is recommending awarding to the responsive bidder.

5. Consider the Right-of-Way Encroachment Agreement with Synergy Services Group, LLC.

City Attorney Walker explained this is part of the 1<sup>st</sup> Street bypass project and would allow the sign to stay where it is currently located. It will save the City considerable money versus moving it.

6. Consider a Resolution Adopting Revised Greens and Rental Fees for Cedarcrest Golf Course.

Director Mizell and Cedarcrest Golf Pro Shayne Day discussed this resolution regarding dynamic pricing. Councilmembers asked general questions about the golf course current status and staff responded.

7. Consider a Resolution Declaring Certain Personal Property to be Surplus and Authorizing the Sale or Disposal.

Information Services Manager Worth Norton discussed the items to be declared surplus.

## **Legal**

### **Mayor's Business**

Mayor Nehring reported that:

- The Snohomish County Tomorrow Annual Assembly met last week and reviewed the work of Executive Somers' HART Committee (Housing Affordability Regional Taskforce) .
- There was an AWC Board Meeting on September 27 where they reviewed legislative recommendations for the AWC legislative agenda.
- He attended the School District's Hispanic Heritage event last week and offered a welcome on behalf of the Council.

### **Staff Business**

Director Nielsen had no comments.

Director Mizell had no comments.

Director Langdon had no comments.

Chief Goldman commented that there will be an inspirational speaker coming to the schools this week talking about perseverance and anti-bullying.

Chief McFalls:

- He reviewed the RFA Kickoff meeting was held on October 1. They will continue to meet on the first and third Wednesday of the month.
- There will be a budget workshop on October 21 at Station 66.
- The Washington Fire Commissioners Association Conference starts on October 24 and runs through October 26.
- Mayor Nehring will be providing welcoming remarks on October 24.
- He also gave an update on two recent fires in the City.

Director Thomas had no comments.

Connie Mennie had no comments.

City Attorney Walker had no comments.

CAO Hirashima announced that the bid for the city campus has been advertised.

**Call on Councilmembers**

Rob Toyer thanked Chief McFalls for the report.

Jeff Vaughan thanked Dan Hazen and Ricky for being here tonight. He also thanked Mayor Nehring for the work the City is doing with the faith-based organizations to help the community. Mayor Nehring thanked the Council for their support.

Tom King:

- He thanked Councilmember Toyer for his years of service on the Fire Board. He welcomed Council President Norton to the Fire Board.
- Last week he attended Coffee with a Cop at the Creamery. The event was well attended.
- On Saturday, the Strawberry Festival wrapped up its last float, until Marysville for the Holidays, down at Issaquah's Salmon Days where they received the Mayor's award. The week before that they were in Leavenworth for the Autumn Festival.

Mark James:

- He attended the Snohomish County Tomorrow Annual Assembly where the topic was housing affordability. It was good to hear what is being done.
- He attended Coffee with a Cop and got to meet some citizens.

Michael Stevens welcomed Director Thomas, Director Mizell, and Chief Goldman to their new positions.

Steve Muller had no comments.

Kamille Norton:

- She thanked Ricky for coming to share his story.
- She reported on a successful sports event at the golf course with many participants from out of town.

**Adjournment**

The meeting was adjourned at 7:31 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

---

Mayor  
Jon Nehring

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 28, 2019**

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><b>RECOMMENDED ACTION:</b></p> <p><b>The Finance and Executive Departments recommend City Council approve the October 16, 2019 claims in the amount of \$1,826,033.43 paid by EFT transactions and Check No.'s 135701 through 135848 with Check No. 129359 voided.</b></p> <p><b>COUNCIL ACTION:</b></p>
---

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-10**

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 **\$1,826,033.43 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 135701 THROUGH 135848 WITH CHECK NO.129359 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 **28<sup>th</sup> DAY OF OCTOBER 2019.**

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/10/2019 TO 10/16/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
135701	REVENUE, DEPT OF REVENUE, DEPT OF REVENUE, DEPT OF	3RD QTR LEASEHOLD TAX 2019	NON-DEPARTMENTAL GENERAL FUND	385.20 1,097.82
135702	RAPID FINANCIAL SOL	JURY COSTS/LOAD FEE	GOLF COURSE	1,935.09
135703	ABOU-ZAKI, KAMAL	INTERPRETER SERVICES	COURTS	300.03
135704	ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S	JANITORIAL SERVICES JANITORIAL SERVICE-KBCC JANITORIAL SERVICES	COURTS WATER FILTRATION PLANT COMMUNITY CENTER SUNNYSIDE FILTRATION COMMUNITY CENTER UTIL ADMIN CITY HALL COURT FACILITIES WASTE WATER TREATMENT MAINT OF GENL PLANT PUBLIC SAFETY BLDG PARK & RECREATION FAC	125.00 87.81 100.00 407.79 878.10 878.10 1,317.15 1,317.15 1,403.30 1,756.09 1,896.70 3,951.47
135705	ALL BATTERY SALES &	HEADLAMPS AND BULBS	ER&R	546.00
135706	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	44.20
135707	ALS LABORATORY	LAB ANALYSIS	STORM DRAINAGE	1,175.00
135708	AMERICAN CLEANERS AMERICAN CLEANERS AMERICAN CLEANERS AMERICAN CLEANERS AMERICAN CLEANERS AMERICAN CLEANERS AMERICAN CLEANERS AMERICAN CLEANERS AMERICAN CLEANERS AMERICAN CLEANERS AMERICAN CLEANERS	DRY CLEANING	YOUTH SERVICES OFFICE OPERATIONS DETENTION & CORRECTION CRIME PREVENTION POLICE INVESTIGATION DETENTION & CORRECTION POLICE PATROL POLICE ADMINISTRATION POLICE PATROL POLICE ADMINISTRATION	18.03 19.86 34.64 36.95 40.99 69.39 73.39 87.05 101.63 150.00
135709	ARAMARK UNIFORM ARAMARK UNIFORM ARAMARK UNIFORM ARAMARK UNIFORM ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP SMALL ENGINE SHOP EQUIPMENT RENTAL EQUIPMENT RENTAL OPERA HOUSE	6.56 6.56 70.88 70.88 293.96
135710	ARLINGTON, CITY OF	LINEN SERVICE	OPERA HOUSE	293.96
135711	BEACH STREET TOPSOIL	ACCT #700033.31	WATER FILTRATION PLANT	42.56
135712	BEALS, TERRANCE & CH	TOPSOIL	WATER DIST MAINS	202.97
135713	BHC CONSULTANTS	UB REFUND	WATER/SEWER OPERATION	36.78
135714	BICKFORD FORD	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	1,245.00
135715	BILLING DOCUMENT SPE BILLING DOCUMENT SPE	ALTERNATOR TRANSACTION FEES BILL PRINTING SERVICE	EQUIPMENT RENTAL UTILITY BILLING UTILITY BILLING	197.10 2,254.74 4,543.50
135716	BJS TOOLS LLC	JACK STANDS	EQUIPMENT RENTAL	813.19
135717	BOB BARKER COMPANY	INMATE SUPPLIES	DETENTION & CORRECTION	19.74
135718	BOGGS, DARBY	REIMBURSE TRAINING EXPENSE	COMMUNITY SERVICES UNIT	44.80
135719	BRAMER, ANDREA	UB REFUND	WATER/SEWER OPERATION	65.75
135720	CADMAN MATERIALS INC	ASPHALT	SEWER MAIN COLLECTION	1,938.75
135721	CADMAN MATERIALS INC	PAY ESTIMATE #1	ARTERIAL STREET-GENL	920,830.35
135722	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	76.50
135723	CASCADE COLUMBIA CASCADE COLUMBIA CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT WASTE WATER TREATMENT WASTE WATER TREATMENT	13,313.68 13,325.18 14,101.32
135724	CASCADE SECURITY CASCADE SECURITY	SECURITY SERVICES	PROBATION MUNICIPAL COURTS	1,013.25 3,039.75
135725	COLVIN, RODNEY COLVIN, RODNEY	ENROLLMENT/MANUEL REIMBURSMENT	WATER/SEWER OPERATION UTIL ADMIN	-20.27 238.27
135726	CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP	PVC PLUGS MEGA LUGGS AND SLEEVES NEPTUNE METERS AND PROCODERS	SOURCE OF SUPPLY WATER DIST MAINS WATER SERVICE INSTALL	477.58 1,255.67 21,342.99
135727	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	302.26
135728	CRYSTAL SPRINGS	COOLER/WATER	COMMUNITY	82.43
135729	CUMMINS NORTHWEST	GENERATOR REPAIR SUPER HILL	SEWER LIFT STATION	2,816.48





**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/10/2019 TO 10/16/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
135742	FRONTIER COMMUNICATI	PHONE CHARGES	PROPERTY TASK FORCE	19.51
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	19.51
	FRONTIER COMMUNICATI		COMMUNITY SERVICES UNIT	29.27
	FRONTIER COMMUNICATI		LEGAL-GENL	29.27
	FRONTIER COMMUNICATI		WATER QUAL TREATMENT	29.27
	FRONTIER COMMUNICATI		RECREATION SERVICES	39.03
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATION	39.03
	FRONTIER COMMUNICATI		GENERAL	39.03
	FRONTIER COMMUNICATI		STORM DRAINAGE	39.03
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	48.78
	FRONTIER COMMUNICATI		YOUTH SERVICES	48.78
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	48.78
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT	57.50
	FRONTIER COMMUNICATI	PHONE CHARGES	FINANCE-GENL	58.54
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	58.54
	FRONTIER COMMUNICATI		COMPUTER SERVICES	59.52
	FRONTIER COMMUNICATI	ACCT #36065809240222175	PUBLIC SAFETY BLDG	62.75
	FRONTIER COMMUNICATI	ACCT #42533599120718175	SUNNYSIDE FILTRATION	67.45
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE INVESTIGATION	68.30
	FRONTIER COMMUNICATI		UTILITY BILLING	68.30
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	78.05
	FRONTIER COMMUNICATI	ACCT #36065372080111165	OPERA HOUSE	81.98
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	87.81
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT	97.57
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	107.32
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	126.84
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	136.59
	FRONTIER COMMUNICATI		ENGR-GENL	146.35
	FRONTIER COMMUNICATI		UTIL ADMIN	165.86
	FRONTIER COMMUNICATI		COMMUNITY	204.89
	FRONTIER COMMUNICATI		POLICE PATROL	429.29
135743	GALLS, LLC	UNIFORM-PRINCE	OFFICE OPERATIONS	17.82
	GALLS, LLC		OFFICE OPERATIONS	109.28
	GALLS, LLC	UNIFORM-DUEMMELL	OFFICE OPERATIONS	135.53
	GALLS, LLC	UNIFORM-NISHIMURA	OFFICE OPERATIONS	135.53
	GALLS, LLC	UNIFORM-ORSBORN	OFFICE OPERATIONS	135.53
	GALLS, LLC	UNIFORM-VANDERSCHEL	OFFICE OPERATIONS	135.53
	GALLS, LLC	UNIFORM-BURNETTE	OFFICE OPERATIONS	135.54
	GALLS, LLC	UNIFORM-ISOM	OFFICE OPERATIONS	135.54
	GALLS, LLC	BARRIER TAPE	POLICE PATROL	163.84
	GALLS, LLC	UNIFORM-MARTINEZ	OFFICE OPERATIONS	163.93
	GALLS, LLC	UNIFORM-PRINCE	OFFICE OPERATIONS	203.30
	GALLS, LLC	UNIFORM ADAPTERS	POLICE PATROL	546.39
	GALLS, LLC	LAPEC MICS	POLICE PATROL	643.34
	GALLS, LLC	SAMPLE UNIFORM PANTS	OFFICE OPERATIONS	1,101.69
135744	GARRETT FAMILY LLC	UB REFUND	WATER/SEWER OPERATION	161.87
135745	GOVERNMENT PORTFOLIO	INVESTMENT ADVISORY SERVICE	NON-DEPARTMENTAL	783.75
	GOVERNMENT PORTFOLIO		GMA - STREET	1,591.25
	GOVERNMENT PORTFOLIO		FINANCE-GENL	4,375.00
135746	GRAINGER	STORAGE BINS	UTIL ADMIN	20.43
	GRAINGER	POWER CORDS	SEWER LIFT STATION	64.92
	GRAINGER		SOURCE OF SUPPLY	64.93
	GRAINGER	GLOVES	ER&R	165.15
	GRAINGER	STORAGE BINS	UTIL ADMIN	165.91
	GRAINGER	HOFFMAN ENCLOSURE	WATER DIST MAINS	224.27
	GRAINGER	GLOVES, EAR PLUGS AND TAPE MEASURES	ER&R	293.27
	GRAINGER	GLOVES	ER&R	330.30
	GRAINGER	UTILITY CART, TOOL, GAUGES AND CLAMPS	WATER FILTRATION PLANT	556.27
135747	GRANICUS	RECORDING SOFTWARE & EFFICIENCY SUITE	CITY CLERK	13,811.15
135748	GRAY AND OSBORNE	TOKETEE PLAT REVIEW	COMMUNITY	1,924.62
135749	GRAYBAR ELECTRIC CO	LIGHT FIXTURE, POLE AND BASE	STREET LIGHTING	7,538.86

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/10/2019 TO 10/16/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
135750	GREEN RIVER CC	TRAINING-PRIMM	UTIL ADMIN	400.00
135751	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	267.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
135752	GRUNDFOS PUMPS	IMPELLERS, TRIP FEE AND LABOR	WATER FILTRATION PLANT	7,259.70
135753	GUNTER, SHAUN	UB REFUND	WATER/SEWER OPERATION	24.24
135754	HANNAHS, JESSE	MILEAGE/PARKING REIMBURSEMENT	TRANSPORTATION	40.21
135755	HD FOWLER COMPANY	BUSHINGS, PLUGS, VALVES AND ADAPTERS	ROADSIDE VEGETATION	23.30
	HD FOWLER COMPANY	BRASS	WATER/SEWER OPERATION	92.63
	HD FOWLER COMPANY	PERF PIPE	STORM DRAINAGE	378.88
	HD FOWLER COMPANY	COUPLERS AND ELLS	WATER/SEWER OPERATION	593.01
	HD FOWLER COMPANY	METER LID BOXES	WATER SERVICES	781.72
	HD FOWLER COMPANY	FIBERGLASS ENCLOSURE	SEWER LIFT STATION	856.22
	HD FOWLER COMPANY	TEE, BOLT, GASKETS AND KITS	CAPITAL EXPENDITURES	1,092.86
135756	HERC RENTALS INC	EXCAVATOR RENTAL	CAPITAL EXPENDITURES	4,763.30
135757	HEWLETT PACKARD	PRINTER/COPIER CHARGES	PERSONNEL ADMINISTRATION	1.51
	HEWLETT PACKARD		STORM DRAINAGE	3.43
	HEWLETT PACKARD		SEWER MAIN COLLECTION	3.43
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	14.34
	HEWLETT PACKARD		POLICE PATROL	15.12
	HEWLETT PACKARD		UTIL ADMIN	18.14
	HEWLETT PACKARD		WASTE WATER TREATMENT	28.16
	HEWLETT PACKARD		LEGAL - PROSECUTION	37.14
	HEWLETT PACKARD		CITY CLERK	50.59
	HEWLETT PACKARD		FINANCE-GENL	50.59
	HEWLETT PACKARD		UTILITY BILLING	61.66
	HEWLETT PACKARD		MUNICIPAL COURTS	99.91
	HEWLETT PACKARD		COMPUTER SERVICES	262.77
135758	HICKEY, RAMONA	COMEDY PERFORMANCE	OPERA HOUSE	300.00
135759	HOFFMAN, DANIEL	UB REFUND	WATER/SEWER OPERATION	17.18
135760	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
135761	INDUSTRIAL CONTROLS	GASKETS AND PAINT	WATER DIST MAINS	97.99
135762	INFINITY WORLDWIDE	PROTECTANT	SOLID WASTE OPERATIONS	1,106.40
135763	IRON MOUNTAIN	ROCK	WATER DIST MAINS	707.71
	IRON MOUNTAIN		SEWER MAIN COLLECTION	707.71
	IRON MOUNTAIN		WATER DIST MAINS	718.63
	IRON MOUNTAIN		SEWER MAIN COLLECTION	718.64
	IRON MOUNTAIN		TRANSPORTATION	756.95
	IRON MOUNTAIN		TRANSPORTATION	1,355.75
135764	JARVINEN, MIA	UB REFUND	WATER/SEWER OPERATION	319.89
135765	JEFF'S CARPET CLEAN	CARPET CLEANING-OPERA HOUSE	OPERA HOUSE	500.00
135766	KAR GOR INC	TRAINING COSTS	TRANSPORTATION	2,459.25
135767	KEEFE, RYAN M	REIMBURSE MEAL	WATER DIST MAINS	9.71
135768	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	5,244.25
135769	LAB/COR, INC.	LAB ANALYSIS	STORM DRAINAGE	96.00
135770	LAKE STEVENS SCHOOL	MITIGATION FEES-SEPT 2019	SCHOOL MIT FEES	238,144.00
135771	LASTING IMPRESSIONS	UNIFORM-PRINCE	OFFICE OPERATIONS	211.30
135772	LIND ELECTRONICS INC	POWER ADAPTERS	INFORMATION SERVICES	-422.24
	LIND ELECTRONICS INC		IS REPLACEMENT ACCOUNTS	4,962.44
135773	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	375.55
135774	MAPLES, JAMES	REIMBURSE TRAVEL EXPENSE	POLICE INVESTIGATION	348.54
135775	MARYSVILLE AWARDS	NAMEPLATE	CITY COUNCIL	24.81
135776	MARYSVILLE FIRE DIST	INMATE TRANSPORT	DETENTION & CORRECTION	383.13
	MARYSVILLE FIRE DIST		DETENTION & CORRECTION	498.13
135777	MARYSVILLE PAINT	PAINT	PARK & RECREATION FAC	113.65

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/10/2019 TO 10/16/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
135778	MARYSVILLE PRINTING	BUSINESS CARDS	COMMUNITY	106.48
	MARYSVILLE PRINTING		PARK & RECREATION FAC	120.14
	MARYSVILLE PRINTING		PARK & RECREATION FAC	221.16
135779	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST NE	PARK & RECREATION FAC	40.46
	MARYSVILLE, CITY OF	UTILITY SERVICE-15524 SM PT BLVD	PUBLIC SAFETY BLDG	196.16
	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST NE IRR-B	PARK & RECREATION FAC	3,431.25
135780	MILES SAND & GRAVEL	CONCRETE	CITY STREET-GENL	498.42
135781	MILLER, TAMI L	UB REFUND	WATER/SEWER OPERATION	124.28
135782	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	COMMUNITY	7.65
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	7.65
	MOBILEGUARD, INC.		PARK & RECREATION FAC	7.65
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATION	7.65
	MOBILEGUARD, INC.		SOLID WASTE CUSTOMER	7.65
	MOBILEGUARD, INC.		ENGR-GENL	15.30
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	15.30
	MOBILEGUARD, INC.		RECREATION SERVICES	15.30
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	15.30
	MOBILEGUARD, INC.		OFFICE OPERATIONS	22.95
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	22.95
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	22.95
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	30.60
	MOBILEGUARD, INC.		GENERAL	30.60
	MOBILEGUARD, INC.		YOUTH SERVICES	38.25
	MOBILEGUARD, INC.		STORM DRAINAGE	38.25
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	45.90
	MOBILEGUARD, INC.		POLICE INVESTIGATION	45.90
	MOBILEGUARD, INC.		DETENTION & CORRECTION	53.55
	MOBILEGUARD, INC.		WASTE WATER TREATMENT	68.85
	MOBILEGUARD, INC.		UTIL ADMIN	84.15
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	114.75
	MOBILEGUARD, INC.		COMPUTER SERVICES	127.30
	MOBILEGUARD, INC.		POLICE PATROL	336.60
135783	MOTOR TRUCKS	DIAGNOSE AND REPAIR #J035	EQUIPMENT RENTAL	2,568.10
135784	MOUAT, WILLIAM & STE	UB REFUND	WATER/SEWER OPERATION	6.62
135785	MOUNTAIN MIST	COOLER/WATER	COMMUNITY CENTER	12.24
	MOUNTAIN MIST		WASTE WATER TREATMENT	15.30
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	15.30
	MOUNTAIN MIST		SEWER MAIN COLLECTION	15.31
135786	NAVIA BENEFIT	FLEXPLAN FEES-SEPT 2019	PERSONNEL ADMINISTRATION	91.30
135787	NELSON PETROLEUM	BULK DIESEL FUEL	SEWER CAPITAL PROJECTS	556.80
	NELSON PETROLEUM		SEWER CAPITAL PROJECTS	798.09
	NELSON PETROLEUM		SEWER CAPITAL PROJECTS	1,023.47
135788	NISHIMURA, MARISA	REIMBURSE TRAVEL EXPENSE	OFFICE OPERATIONS	120.11
135789	NORTH COAST ELECTRIC	RECEPTICLES	SEWER LIFT STATION	138.21
	NORTH COAST ELECTRIC	600V 35 AMP FUSES	WASTE WATER TREATMENT	157.34
	NORTH COAST ELECTRIC		WASTE WATER TREATMENT	314.69
135790	NORTH SOUND EMERG	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,124.00
	NORTH SOUND EMERG		DETENTION & CORRECTION	1,124.00
135791	NORTHEND TRUCK EQUIP	CONTROL ASSEMBLIES	EQUIPMENT RENTAL	515.90
135792	NW EMERGENCY PHYSICI	INMATE MEDICAL CARE	DETENTION & CORRECTION	721.00
135793	O'BRIEN, APRIL	REIMBURSE SERGEANTS PEER REVIEW EXP	POLICE PATROL	124.16
135794	OFFICE DEPOT	OFFICE SUPPLIES	LEGAL-GENL	28.16
	OFFICE DEPOT		COMPUTER SERVICES	31.96
	OFFICE DEPOT		POLICE INVESTIGATION	55.28
	OFFICE DEPOT		COMMUNITY	56.56
	OFFICE DEPOT	ANTI-FATIGUE MAT	UTIL ADMIN	61.20
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	72.27
	OFFICE DEPOT		LEGAL-GENL	72.62
	OFFICE DEPOT		DETENTION & CORRECTION	81.54
	OFFICE DEPOT		POLICE PATROL	103.17
	OFFICE DEPOT	ANTI-FATIGUE MAT	GENERAL	109.29

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/10/2019 TO 10/16/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
135794	OFFICE DEPOT	EVIDENCE SUPPLIES	POLICE PATROL	185.49
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	189.73
	OFFICE DEPOT		POLICE INVESTIGATION	218.56
	OFFICE DEPOT	STANDING WORK STATION	GENERAL	306.03
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	352.91
	OFFICE DEPOT	CHAIR	OFFICE OPERATIONS	377.07
	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY	378.82
	OFFICE DEPOT		COMPUTER SERVICES	441.93
135795	OREILLY AUTO PARTS	SHOCK ABSORBERS	EQUIPMENT RENTAL	110.66
135796	ORSBORN, MARISA	REIMBURSE TRAVEL EXPENSE	OFFICE OPERATIONS	81.34
135797	PACIFIC PLUMBING	DRILL BIT, CLIP, COUPLERS AND ELBOW	WASTE WATER TREATMENT	56.09
135798	PACIFIC POWER BATTER	BATTERIES	WATER DIST MAINS	168.32
135799	PARTS STORE, THE	RESERVOIR	EQUIPMENT RENTAL	9.19
	PARTS STORE, THE	UPPER HOSE	EQUIPMENT RENTAL	15.76
	PARTS STORE, THE	FILTER	ER&R	31.22
	PARTS STORE, THE		ER&R	31.22
	PARTS STORE, THE	SWITCHES AND CLEANER	WASTE WATER TREATMENT	35.17
	PARTS STORE, THE	MASTER CYLINDER AND WHEEL CYLINDERS	EQUIPMENT RENTAL	81.04
	PARTS STORE, THE	FILTERS	ER&R	94.86
	PARTS STORE, THE	SEAL KIT	EQUIPMENT RENTAL	123.72
	PARTS STORE, THE	BRAKE ROTORS, PADS AND SEALS	EQUIPMENT RENTAL	293.70
135800	PARTSMATER	DRILL INDEX	STREET LIGHTING	383.07
135801	PERRAULT, JESSE	REIMBURSE PARKING EXPENSE	TRAINING	16.00
135802	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	72.99
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	113.21
	PETROCARD SYSTEMS		COMMUNITY	380.83
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,044.44
	PETROCARD SYSTEMS		GENERAL	2,550.09
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,987.50
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,157.36
	PETROCARD SYSTEMS		POLICE PATROL	7,427.01
135803	PETTY CASH- PW	MAIL TUBE AND OFFICE SUPPLIES	ENGR-GENL	5.19
	PETTY CASH- PW		UTIL ADMIN	10.92
135804	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	15.68
	PGC INTERBAY LLC		MAINTENANCE	37.85
	PGC INTERBAY LLC		MAINTENANCE	47.41
	PGC INTERBAY LLC		PRO-SHOP	201.56
	PGC INTERBAY LLC		PRO-SHOP	206.25
	PGC INTERBAY LLC		PRO-SHOP	217.74
	PGC INTERBAY LLC		PRO-SHOP	271.66
	PGC INTERBAY LLC		MAINTENANCE	327.38
	PGC INTERBAY LLC		PRO-SHOP	403.32
	PGC INTERBAY LLC		MAINTENANCE	433.30
	PGC INTERBAY LLC		PRO-SHOP	575.90
	PGC INTERBAY LLC		MAINTENANCE	724.52
	PGC INTERBAY LLC		MAINTENANCE	925.90
	PGC INTERBAY LLC		PRO-SHOP	994.13
	PGC INTERBAY LLC		MAINTENANCE	1,358.25
	PGC INTERBAY LLC		MAINTENANCE	1,644.14
	PGC INTERBAY LLC		GOLF COURSE	2,495.50
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	7,868.69
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF COURSE	8,877.30
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	11,025.60
135805	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
135806	PILCHUCK RENTALS	SHAFT, COVER AND GEAR ASSEMBLY	SMALL ENGINE SHOP	406.88
135807	PLATT ELECTRIC	WEDGES AMD HARDWARE	SOURCE OF SUPPLY	16.38
	PLATT ELECTRIC	BULBS, BITS, STRAPS AND TAPE	MAINT OF GENL PLANT	28.39
	PLATT ELECTRIC	HOLE, SEALS AND PLUGS	WATER FILTRATION PLANT	40.62
	PLATT ELECTRIC	BULBS, BITS, STRAPS AND TAPE	FACILITY MAINTENANCE	53.68
	PLATT ELECTRIC	MARKERS	SEWER LIFT STATION	80.07
	PLATT ELECTRIC	STRUTS	WATER FILTRATION PLANT	119.45

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/10/2019 TO 10/16/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
135807	PLATT ELECTRIC	STRUTS, CONNECTOR AND ANGLES	WATER FILTRATION PLANT	438.94
135808	POSTAL SERVICE	PERMIT 80 STANDARD MAIL ACCOUNT	RECREATION SERVICES	4,979.54
135809	POWELL-SMOKEY POINT	RECOVERY CONTRACT #275-WATER	WATER-UTILITIES/ENVIRONMN	-50.00
	POWELL-SMOKEY POINT	RECOVERY CONTRACT #278-SEWER	WATER-UTILITIES/ENVIRONMN	-50.00
	POWELL-SMOKEY POINT	RECOVERY CONTRACT #275-WATER	WATER/SEWER OPERATION	26,278.32
	POWELL-SMOKEY POINT	RECOVERY CONTRACT #278-SEWER	WATER/SEWER OPERATION	77,842.49
135810	PROFORCE LAW ENFORC	HANDGUN TRANSITION	POLICE PATROL	-3,803.64
	PROFORCE LAW ENFORC		POLICE PATROL	-3,486.67
	PROFORCE LAW ENFORC		POLICE PATROL	-2,900.00
	PROFORCE LAW ENFORC		POLICE PATROL	-269.70
	PROFORCE LAW ENFORC		POLICE PATROL	46.96
	PROFORCE LAW ENFORC	AMMUNITION	POLICE TRAINING-FIREARMS	535.57
	PROFORCE LAW ENFORC	HANDGUN TRANSITION	POLICE PATROL	1,065.08
	PROFORCE LAW ENFORC	AMMUNITION	POLICE TRAINING-FIREARMS	3,010.07
	PROFORCE LAW ENFORC	HANDGUN TRANSITION	POLICE PATROL	6,394.00
135811	PUD	ACCT #205283641	STREET LIGHTING	9.08
	PUD	ACCT #205026476	STREET LIGHTING	11.01
	PUD	ACCT #204584361	STREET LIGHTING	17.16
	PUD	ACCT #205026476	STREET LIGHTING	17.21
	PUD	ACCT #204933311	PUMPING PLANT	18.71
	PUD	ACCT #204584361	STREET LIGHTING	22.74
	PUD	ACCT #221303498	STREET LIGHTING	28.47
	PUD	ACCT #201380995	PUMPING PLANT	43.05
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	62.62
	PUD	ACCT #220298624	STREET LIGHTING	74.62
	PUD	ACCT #201046380	PARK & RECREATION FAC	75.86
	PUD	ACCT #202689105	WASTE WATER TREATMENT	100.54
	PUD	ACCT #202576112	STREET LIGHTING	129.07
	PUD	ACCT #202490637	SEWER LIFT STATION	150.86
	PUD	ACCT #202294336	STREET LIGHTING	166.42
	PUD	ACCT #202572327	STREET LIGHTING	176.40
	PUD	ACCT #220731285	STREET LIGHTING	177.89
	PUD	ACCT #203344585	STREET LIGHTING	203.39
	PUD	ACCT #202030078	TRANSPORTATION	221.48
	PUD	ACCT #202604203	STREET LIGHTING	1,756.21
	PUD	ACCT #202576112	STREET LIGHTING	2,452.26
	PUD	ACCT #202604203	STREET LIGHTING	2,634.31
	PUD	ACCT #202882098	STREET LIGHTING	10,165.31
	PUD		STREET LIGHTING	15,899.60
135812	PUGET SOUND BUSINESS	ADVERTISING	OPERA HOUSE	1,000.00
135813	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	12.12
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	41.14
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	47.44
	PUGET SOUND ENERGY	ACCT #220092074345	OPERA HOUSE	49.03
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	53.77
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	79.07
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	85.39
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	90.14
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	211.05
135814	RACO MANUFACTURING	ALARM SERVICE	STORM DRAINAGE	810.00
135815	RAIN FOR RENT	PIPE RENTAL	WATER CAPITAL PROJECTS	1,909.03
	RAIN FOR RENT		WATER CAPITAL PROJECTS	1,986.58
	RAIN FOR RENT	PUMP AND PIPE RENTAL	SEWER CAPITAL PROJECTS	16,931.23
135816	ROSEMOUNT ANALYTICAL	TREATMENT PLANT SUPPLIES	SUNNYSIDE FILTRATION	2,008.76
	ROSEMOUNT ANALYTICAL		WATER FILTRATION PLANT	2,008.77
135817	ROY ROBINSON	WASHER PUMP	EQUIPMENT RENTAL	29.29
135818	SANDVIG, DAVID	UB REFUND	WATER/SEWER OPERATION	78.20
135819	SCHLEGEL, GINNY	REFUND CLASS FEES	PARKS-RECREATION	28.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/10/2019 TO 10/16/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
135820	SHI INTERNATIONAL	ADOBE LICENSE RENEWALS	CITY CLERK	202.36
	SHI INTERNATIONAL		CITY CLERK	202.36
	SHI INTERNATIONAL		COMPUTER SERVICES	202.36
	SHI INTERNATIONAL		OFFICE OPERATIONS	202.36
	SHI INTERNATIONAL		POLICE INVESTIGATION	202.36
	SHI INTERNATIONAL		COMMUNITY EVENTS	427.60
	SHI INTERNATIONAL		STORM DRAINAGE	427.61
	SHI INTERNATIONAL		EXECUTIVE ADMIN	1,006.31
	SHI INTERNATIONAL		COMMUNITY EVENTS	1,006.31
135821	SHRED-IT US	MONTHLY SHREDDING SERVICE	PERSONNEL ADMINISTRATIO	4.56
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
	SHRED-IT US		DETENTION & CORRECTION	63.84
135822	SIX ROBBLEES INC	TRAILER CABLE	EQUIPMENT RENTAL	73.23
135823	SKAGIT HOSPITAL	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,353.43
	SKAGIT HOSPITAL		DETENTION & CORRECTION	5,313.00
135824	SNIDER, MARY & JOHN	UB REFUND	WATER/SEWER OPERATION	394.60
135825	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	711.36
135826	SONITROL	SECURITY MONITORING SERVICE	NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	177.72
	SONITROL		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	576.04
135827	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	373.15
135828	SOUTHEASTERN SECURIT	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIO	148.00
135829	SPRINGBROOK NURSERY	TOPSOIL	ROADSIDE VEGETATION	17.79
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	35.57
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	35.57
135830	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIO	104.67
135831	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	CITY HALL	314.50
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG	314.50
135832	TRANSPORTATION, DEPT	GOOD TO GO PASS	POLICE PATROL	2.75
	TRANSPORTATION, DEPT		POLICE PATROL	16.80
135833	TRUE NORTH EQUIPMENT	CYLINDER ASSEMBLY	ER&R	753.72
135834	ULINE	VACUUM AND BAGS	OPERA HOUSE	318.96
135835	UNITED LABORATORIES	BARRIER AND TAPE	TRANSPORTATION MANAGEM	554.61
135836	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	121.66
135837	UNIVAR USA INC	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT F	1,299.27
135838	US BANK	ADMIN FEE MARLID7114	INTEREST & OTHER DEBT SE	300.00
	US BANK	ADMIN FEE MARLTGO07T	GOLF DEBT SERVICE	300.00
	US BANK	ADMIN FEE MARLTGO18	INTEREST & OTHER DEBT SE	300.00
	US BANK	ADMIN FEE MARLTGOREF10	INTEREST & OTHER DEBT SE	300.00
	US BANK	ADMIN FEE MARLTGOREF13	INTEREST & OTHER DEBT SE	300.00
	US BANK	ADMIN FEE MARLTGOREF16	INTEREST & OTHER DEBT SE	300.00
	US BANK	ADMIN FEE MARWAT14	ENTERPRISE D/S	300.00
	US BANK	ADMIN FEE MARLTGO18B	INTEREST & OTHER DEBT SE	517.81
135839	VODEGEL, NICOLE	REFUND CLASS FEES	PARKS-RECREATION	70.00
135840	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	698.00
	WA STATE TREASURER		GENERAL FUND	45,876.61
135841	WA STATE TREASURER	FORFEITURES/DEFAULTS Q3 2019	DRUG SEIZURE	1,454.84
135842	WASTE MANAGEMENT	YARD WASTE/RECYCLE SERVICE	RECYCLING OPERATION	131,565.77
135843	WESTERN TRUCK	MIRROR ASSEMBLIES	EQUIPMENT RENTAL	1,565.20
135844	WHISTLE WORKWEAR	JEANS-MUNRO	GENERAL SERVICES - OVERT	93.86
135845	WILDER CUSTOM CONS	CARPORNT INSTALLATION	MAINT OF GENL PLANT	18,316.31
135846	WINELAND, CARL	REIMBURSE MEALS	WATER DIST MAINS	21.37
135847	WU, THOMAS	INTERPRETER SERVICES	COURTS	150.00

DATE: 10/16/2019  
TIME: 9:14:45AM

CITY OF MARYSVILLE  
INVOICE LIST

PAGE: 9<sub>32</sub>

FOR INVOICES FROM 10/10/2019 TO 10/16/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
135848	ZIONS BANK	INVESTMENT/CUSTODIAN SAFEKEEPING	FINANCE-GENL	215.00
	ZIONS BANK		CAPITAL EXPENDITURES	215.00
	ZIONS BANK		GMA - STREET	215.00
	ZIONS BANK		ENTERPRISE D/S	215.00
WARRANT TOTAL:				<u>1,826,057.76</u>
		CHECK #129359	CHECK LOST	(24.33)
				<u>1,826,033.43</u>

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



# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 12, 2019**

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 October 23, 2019 claims in the amount of \$378,602.19 paid by EFT transactions and Check No.'s 135849 through 136006 with Check No. 135510 voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-10**

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 **\$378,602.19 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 135849 THROUGH 136006 WITH CHECK NO.135510 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 **12<sup>th</sup> DAY OF NOVEMBER 2019**.

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/17/2019 TO 10/23/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
135849	CHICAGO TITLE INSURA	ROW ACQUISITION-PARIWARAK	GMA - STREET	42,238.50
135850	LICENSING, DEPT OF	CPL BATCH 10/16/19	GENERAL FUND	873.00
135851	ADVANCE AUTOPARTS	IGNITION SWITCH ASSEMBLY	EQUIPMENT RENTAL	92.73
135852	ALLEN-WESLEY, KELSEY	UB REFUND	WATER/SEWER OPERATION	150.47
135853	ALMELIA, SAMUEL & AI		WATER/SEWER OPERATION	83.95
135854	ANDERSON, RICHARD		WATER/SEWER OPERATION	213.89
135855	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	88.02
	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	91.93
135856	BANK OF AMERICA	CERT SUPPLIES	EXECUTIVE ADMIN	11.94
135857	BANK OF AMERICA	GPS APP	GENERAL FUND	-2.79
	BANK OF AMERICA		POLICE INVESTIGATION	32.78
135858	BANK OF AMERICA	PARKING/BANQUET	EXECUTIVE ADMIN	50.00
135859	BANK OF AMERICA	MEETING/DRILL SUPPLIES	CITY COUNCIL	13.00
	BANK OF AMERICA		EXECUTIVE ADMIN	13.96
	BANK OF AMERICA		EXECUTIVE ADMIN	81.08
135860	BANK OF AMERICA	CONFERENCE REGISTRATION	MUNICIPAL COURTS	150.00
135861	BANK OF AMERICA	EMBEDDED SOCIAL WORKER PROGRAM	EMBEDDED SOCIAL WORKER	178.73
135862	BANK OF AMERICA	ADVERTISING/WELLNESS/OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	37.45
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	76.14
	BANK OF AMERICA		UTIL ADMIN	175.00
135863	BANK OF AMERICA	SECURITY/AMAZON/CONFERENCE/MEETING	COMPUTER SERVICES	0.88
	BANK OF AMERICA		IS REPLACEMENT ACCOUNTS	30.00
	BANK OF AMERICA		FINANCE-GENL	98.48
	BANK OF AMERICA		FINANCE-GENL	319.59
135864	BANK OF AMERICA	INFLATABLES AND MEGAPHONE	PARK & RECREATION FAC	8.95
	BANK OF AMERICA		RECREATION SERVICES	61.20
	BANK OF AMERICA		COMMUNITY EVENTS	542.49
135865	BANK OF AMERICA	REGISTRATION/TRAVEL/INMATE SUPPLIES	K9 PROGRAM	142.04
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	200.00
	BANK OF AMERICA		POLICE PATROL	400.58
135866	BANK OF AMERICA	REGISTRATION/TRAVEL	CITY COUNCIL	906.61
135867	BANK OF AMERICA	PERMIT/TOUCH A TRUCK/TRAINING	ENGR-GENL	32.70
	BANK OF AMERICA		UTIL ADMIN	86.35
	BANK OF AMERICA		ROADWAY MAINTENANCE	154.50
	BANK OF AMERICA		UTIL ADMIN	288.12
	BANK OF AMERICA		UTIL ADMIN	387.96
135868	BANK OF AMERICA	REGISTRATION/JAIL SUPPLIES	POLICE TRAINING-FIREARMS	200.00
	BANK OF AMERICA		DETENTION & CORRECTION	879.82
135869	BANK OF AMERICA	TRAINING/PARKING	ENGR-GENL	1,367.00
135870	BANK OF AMERICA	REGISTRATION/TRAVEL	POLICE TRAINING-FIREARMS	600.00
	BANK OF AMERICA		POLICE PATROL	852.65
135871	BANK OF AMERICA	SCAFFOLDING RENTAL/RAMPS/BOOK	WATER/SEWER OPERATION	-60.35
	BANK OF AMERICA		UTILITY CONSTRUCTION	-0.85
	BANK OF AMERICA		STORM DRAINAGE	731.55
	BANK OF AMERICA		SEWER CAPITAL PROJECTS	1,035.73
135872	BANK OF AMERICA	SPECIAL EVENT/ADVERTISING/WORKBENCH	PARK & RECREATION FAC	56.86
	BANK OF AMERICA		OPERA HOUSE	295.16
	BANK OF AMERICA		RECREATION SERVICES	573.45
	BANK OF AMERICA		OPERA HOUSE	594.50
	BANK OF AMERICA		UTIL ADMIN	2,294.88
135873	BAURER, SHIRLEY	REFUND CLASS FEES	PARKS-RECREATION	40.00
135874	BICKFORD FORD	2019 FORD TRANSIT VAN	EQUIPMENT RENTAL	41,129.73
135875	BOTESCH, NASH & HALL	CIVIC CENTER PROJECT	CAPITAL EXPENDITURES	49,968.81
135876	BURNETTE, LESLIE	REIMBURSE MEALS-TRAINING	OFFICE OPERATIONS	90.57
135877	BURTIS, MICHAEL	PER DIEM 11/18-11/20	DETENTION & CORRECTION	167.75
135878	BYRNE, MIKE & KIMBER	UB REFUND	WATER/SEWER OPERATION	23.11
135879	CLEAN HARBORS ENV	DISPOSAL FEES	ROADWAY MAINTENANCE	195.71

## CITY OF MARYSVILLE INVOICE LIST

### FOR INVOICES FROM 10/17/2019 TO 10/23/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
135880	CLICK2MAIL	REPLENISH POSTAGE	COMMUNITY	682.20
135881	COASTAL FARM & HOME	HEATER AND EXTENSION	WATER DIST MAINS	53.54
135882	CORE & MAIN LP	R900 BELT CLIP REPAIR/UPGRADE	WATER SERVICES	360.69
135883	CORONA, CINDY	RENTAL FEE REFUND	GENERAL FUND	115.00
135884	CORP FOR A SKILLED W CORP FOR A SKILLED W	LEADERSHIP ACADEMY	UTIL ADMIN	11,547.17
			NON-DEPARTMENTAL	22,452.83
135885	CORRECTIONS, DEPT OF CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	91.68
			DETENTION & CORRECTION	2,138.45
135886	D.K. SYSTEMS, INC. D.K. SYSTEMS, INC. D.K. SYSTEMS, INC.	VENT CAP REPLACEMENT HVAC TEMP ADJUSTMENTS HEAT PUMP INSTALLATION	WATER FILTRATION PLANT UTIL ADMIN	157.82 319.70
			SUNNYSIDE FILTRATION	10,230.48
135887	DELAP, RON	UB REFUND	WATER/SEWER OPERATION	71.76
135888	DELL	MONITOR	GENERAL	187.99
135889	DICKS TOWING DICKS TOWING DICKS TOWING DICKS TOWING DICKS TOWING DICKS TOWING DICKS TOWING DICKS TOWING DICKS TOWING	TOWING EXPENSE	POLICE PATROL RISK MANAGEMENT POLICE PATROL POLICE PATROL POLICE PATROL POLICE PATROL POLICE PATROL EQUIPMENT RENTAL	71.74 71.75 71.75 71.75 71.75 71.75 71.75 466.92
135890	DOLAN, MARGO	REFUND CLASS FEES	PARKS-RECREATION	32.00
135891	DOMESTIC VIOLENCE	HOPE WITHIN LUNCHEON	EXECUTIVE ADMIN	200.00
135892	E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER	NO TRESPASSING SIGN CAR WASH SOAP SCRUB BRUSH HARDWARE FASTENERS AND HAMMER BIT GLOVES AND RAGS HEAT GUN TAPE, BATTERY AND BUTCHER OIL FASTENERS AND HARDWARE EXT CORDS, HANGERS, TAPE AND CLIP OPERA HOUSE SECURITY REPAIR PARTS SEALANT, KWIK WRAP AND PUTTY KNIVES LUMBER AND ROOFING	POLICE PATROL PARK & RECREATION FAC PARK & RECREATION FAC PARK & RECREATION FAC WATER DIST MAINS PARK & RECREATION FAC WATER DIST MAINS PARK & RECREATION FAC PUMPING PLANT OPERA HOUSE OPERA HOUSE PARK & RECREATION FAC SOLID WASTE OPERATIONS	5.19 7.86 8.70 14.99 27.18 29.34 33.57 42.57 57.30 87.67 132.77 135.53 147.17
135893	EAST JORDAN IRON WOR	DROP LIDS AND VALVE BOX SLIP TYPE	ARTERIAL STREET-GENL	814.41
135894	EGGERTSEN, BURTON	REIMBURSE CONFERENCE EXPENSE	LEGAL - PROSECUTION	497.98
135895	ESSER, WILLIAM & KAN	UB REFUND	WATER/SEWER OPERATION	250.63
135896	EVANGELISTA, MELLANY	REFUND CLASS FEES	PARKS-RECREATION	70.00
135897	EVERGREEN RURAL WATE	REGISTRATION-KEEFE AND BRYANT, R	UTIL ADMIN	370.00
135898	EVERGREEN SAFETY COU	CPR/AED COMBO CARDS	EXECUTIVE ADMIN	243.08
135899	FAMILY PET MEDICAL	K-9 FOOD	K9 PROGRAM	130.92
135900	FINLEY, JOSEPH	REIMBURSE MILEAGE	COMPUTER SERVICES	78.00
135901	FIRST AMERICAN TITLE	PARTIAL RECONVEYANCE FEE (3)	GMA - STREET	705.00
135902	FRONTIER COMMUNICATI FRONTIER COMMUNICATI FRONTIER COMMUNICATI FRONTIER COMMUNICATI FRONTIER COMMUNICATI FRONTIER COMMUNICATI FRONTIER COMMUNICATI FRONTIER COMMUNICATI FRONTIER COMMUNICATI FRONTIER COMMUNICATI FRONTIER COMMUNICATI FRONTIER COMMUNICATI	ACCT #36065894930725005  ACCT #36065150331108105 ACCT #36065774950927115 ACCT #36065836350725085  ACCT #36065885751214185 ACCT #36065852920604075 ACCT #36065755320112185 ACCT #42533578930731175 ACCT #36065852920604075	POLICE INVESTIGATION RECREATION SERVICES EXECUTIVE ADMIN STREET LIGHTING UTIL ADMIN COMMUNITY STORM DRAINAGE PERSONNEL ADMINISTRATION OPERA HOUSE SUNNYSIDE FILTRATION MUNICIPAL COURTS	34.21 34.21 35.84 54.18 60.95 60.95 67.60 91.32 124.35 225.07 273.94
135903	GAMETIME GAMETIME	TABLE AND BENCH FRAMES PLAY CHIPS	PARK & RECREATION FAC PARK & RECREATION FAC	2,957.37 13,361.93

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/17/2019 TO 10/23/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
135904	GENUINE AUTO GLASS	INSTALL WINDSHIELD	EQUIPMENT RENTAL	103.84
135905	GORDON, AYLWORTH & TA	GARNISHMENT	GENERAL FUND	519.53
135906	GOTCHA PEST CONTROL	RODENT TREATMENT	PUBLIC SAFETY BLDG	136.63
135907	GOVCONNECTION INC	SURGE PROTECTORS	IS REPLACEMENT ACCOUNTS	461.08
135908	GRAINGER	MOUNTING BASE	UTIL ADMIN	85.48
	GRAINGER	VENTILATOR	UTIL ADMIN	96.69
	GRAINGER	HOSE REEL	UTIL ADMIN	332.50
	GRAINGER	SAW HORSE AND CORD REEL	UTIL ADMIN	339.43
135909	GRAYBAR ELECTRIC CO	CONNECTOR	WATER DIST MAINS	37.26
	GRAYBAR ELECTRIC CO	WIRING DEVICES AND SLOTTED GAUGES	WATER DIST MAINS	90.15
135910	GREEN RIVER CC	TRAINING-GEIST	UTIL ADMIN	180.00
	GREEN RIVER CC	TRAINING-PETEK	UTIL ADMIN	180.00
135911	GREENSHIELDS	BALL VALVE AND FITTINGS	EQUIPMENT RENTAL	59.89
135912	GUESS, VANESSA	ENTERTAINMENT	OPERA HOUSE	250.00
135913	HARRINGTON INDUST.	POLY SHEETS	WATER FILTRATION PLANT	1,050.51
135914	HD FOWLER COMPANY	PLUG, BOLT AND GASKET SET	WATER DIST MAINS	99.09
	HD FOWLER COMPANY	END CAPS	STORM DRAINAGE	125.74
	HD FOWLER COMPANY	GALVANIZED PARTS	CAPITAL EXPENDITURES	159.13
135915	HOGUE, BARBARA	UB REFUND	WATER/SEWER OPERATION	383.52
135916	HONLE UV AMERICA	SUV 20.2 SENSOR	WATER/SEWER OPERATION	-36.92
	HONLE UV AMERICA		PUMPING PLANT	433.92
135917	INSTITUTE OF TRANS	MEMBERSHIP DUES-HANNAHS	TRANSPORTATION	312.00
135918	INTERMOUNTAIN LOCK	WALL STOPS, HINGES, DOOR VIEWER & TIPS	MAINT OF GENL PLANT	198.12
135919	INTERSTATE BATTERY	BATTERIES	ER&R	452.85
135920	J. THAYER COMPANY	SHEET PROTECTORS	WATER DIST MAINS	12.29
135921	JAY, JOHN M.	TRANSCRIBING SERVICE	LEGAL - PROSECUTION	30.00
135922	JEWELL, CRAIG	ENTERTAINMENT 11/9/19	OPERA HOUSE	2,000.00
135923	KKXA 1520	ADVERTISING	OPERA HOUSE	200.00
135924	KRAMER, JOEL	UB REFUND	WATER/SEWER OPERATION	28.84
135925	LABOR & INDUSTRIES	L & I 3RD QTR 2019	OPERA HOUSE	8.02
	LABOR & INDUSTRIES		MUNICIPAL COURTS	46.08
	LABOR & INDUSTRIES		COMMUNITY CENTER	110.15
	LABOR & INDUSTRIES		RECREATION SERVICES	405.30
	LABOR & INDUSTRIES		ROADWAY MAINTENANCE	551.26
	LABOR & INDUSTRIES		POLICE PATROL	961.56
135926	LAKESIDE INDUSTRIES	ASPHALT	SEWER MAIN COLLECTION	446.20
	LAKESIDE INDUSTRIES		WATER DIST MAINS	446.21
135927	LASTING IMPRESSIONS	UNIFORM SHIRTS	POLICE TRAINING-FIREARMS	226.58
	LASTING IMPRESSIONS	TSHIRTS AND SWEATSHIRTS	ER&R	858.55
135928	LESTER, TERI	MEETING SUPPLIES	PERSONNEL ADMINISTRATION	56.76
135929	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	9.10
135930	LOWES HIW INC	FILTER CREDIT	WATER FILTRATION PLANT	-14.64
	LOWES HIW INC	BALL VALVES, FILTERS AND BRUSH	WATER FILTRATION PLANT	106.79
	LOWES HIW INC	TOTES AND LIDS	PARK & RECREATION FAC	114.33
135931	MARYSVILLE PRINTING	OT SLIPS	POLICE PATROL	223.58
135932	MARYSVILLE SCHOOL	FACILITY RENTAL-CEDARCREST	RECREATION SERVICES	48.00
135933	MARYSVILLE, CITY OF	UTILITY SERVICE-1635 GROVE ST	PUBLIC SAFETY BLDG	2,901.13
135934	MATTSON RODGERS PLLC	APPRAISAL REIMBURSEMENT-10305 STATE AVE	GMA - STREET	750.00
135935	MAUL FOSTER & ALONGI	GEDDES MARINA PROJECT	SURFACE WATER CAPITAL	2,545.61
135936	MCDANIEL, GREGORY	UB REFUND	WATER/SEWER OPERATION	23.90
135937	MILES SAND & GRAVEL	CONCRETE	SIDEWALKS MAINTENANCE	775.49
	MILES SAND & GRAVEL		SIDEWALKS MAINTENANCE	775.49
135938	MITCHELL, THOMAS & P	UB REFUND	GARBAGE	100.00
135939	MOSALSKY, TANNA	TRAVEL REIMBURSEMENT	POLICE INVESTIGATION	86.52
135940	NATURAL RESOURCES	FOREST LAND ASSESSMENT	SOURCE OF SUPPLY	66.52
135941	NC MACHINERY COMPANY	TRACK HOE RENTAL	STORM DRAINAGE	2,128.74
	NC MACHINERY COMPANY		STORM DRAINAGE	5,386.81
135942	NELSON PETROLEUM	BULK DYED FUEL	SEWER CAPITAL PROJECTS	833.83

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/17/2019 TO 10/23/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
135943	NORTH COAST ELECTRIC	ZENON CPU REPAIR	WATER FILTRATION PLANT	4,707.44
135944	NORTH COUNTY OUTLOOK	ADVERTISING	COMMUNITY CENTER	120.00
135945	NORTHWESTERN AUTO	REPAIR ACCIDENT DAMAGE #P174	RISK MANAGEMENT	7,119.83
135946	OFFICE DEPOT	OFFICE SUPPLIES	DETENTION & CORRECTION	36.68
	OFFICE DEPOT		POLICE PATROL	84.52
	OFFICE DEPOT		POLICE INVESTIGATION	85.23
	OFFICE DEPOT		POLICE PATROL	141.81
	OFFICE DEPOT		COMMUNITY	144.17
	OFFICE DEPOT		LEGAL - PROSECUTION	229.17
	OFFICE DEPOT		UTILITY BILLING	230.17
135947	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	3,978.00
135948	ONRWAY INVESTMENTS	UB REFUND	WATER/SEWER OPERATION	94.12
135949	PACIFIC POWER BATTER	BATTERIES	PARK & RECREATION FAC	50.37
135950	PARTS STORE, THE	SPARK PLUGS AND WIRE SET	EQUIPMENT RENTAL	67.70
	PARTS STORE, THE	IGNITION COIL PACK	EQUIPMENT RENTAL	83.61
	PARTS STORE, THE	SEALANT AND LOCTITE	EQUIPMENT RENTAL	101.34
	PARTS STORE, THE	WATER PUMP AND HOSE	EQUIPMENT RENTAL	208.33
135951	PAYFIRST PROPERTIES	UB REFUND	WATER/SEWER OPERATION	93.71
135952	PAYFIRST PROPERTIES	UB REFUND	WATER/SEWER OPERATION	182.58
135953	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY	102.00
	PEACE OF MIND		CITY CLERK	197.20
135954	PETTY CASH- POLICE	TEST AMMUNITION	POLICE PATROL	25.06
135955	PIGSKIN UNIFORMS	JUMPSUIT-BLAKE	POLICE PATROL	607.60
135956	PILCHUCK RENTALS	HARDWARE	ROADSIDE VEGETATION	216.69
	PILCHUCK RENTALS	EXCAVATOR RENTAL	TRANSPORTATION	1,076.61
135957	PLATT ELECTRIC	HARDWARE	WASTE WATER TREATMENT	56.81
	PLATT ELECTRIC	FILTER PUMP PARTS	WASTE WATER TREATMENT	82.15
	PLATT ELECTRIC	POST BASES	WATER DIST MAINS	86.47
	PLATT ELECTRIC	ELECTRICAL SUPPLIES	WATER DIST MAINS	291.19
135958	POSITIVE CONCEPTS IN	SECTOR PAPER	GENERAL FUND	-22.79
	POSITIVE CONCEPTS IN		POLICE PATROL	267.79
135959	POSTAL SERVICE	POSTAGE METER #106000566286	OFFICE OPERATIONS	2,000.00
135960	PUD	ACCT #201142098	PARK & RECREATION FAC	8.37
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	15.88
	PUD	ACCT #201346665	SEWER LIFT STATION	16.44
	PUD	ACCT #205481823	GOLF ADMINISTRATION	16.44
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #200501617	TRANSPORTATION	26.66
	PUD	ACCT #221610405	STREET LIGHTING	33.85
	PUD	ACCT #204829691	STREET LIGHTING	34.60
	PUD	ACCT #202294245	SEWER LIFT STATION	44.39
	PUD	ACCT #203500020	STREET LIGHTING	50.57
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	58.17
	PUD	ACCT #203996343	STREET LIGHTING	61.29
	PUD	ACCT #200660439	STREET LIGHTING	62.23
	PUD	ACCT #201909637	SEWER LIFT STATION	110.37
	PUD	ACCT #203291216	GENERAL	116.15
	PUD	ACCT #202368197	PUMPING PLANT	181.79
	PUD	ACCT #200812808	PUMPING PLANT	192.99
	PUD	ACCT #220020531	STREET LIGHTING	253.60
	PUD	ACCT #200164598	SOURCE OF SUPPLY	340.72
	PUD	ACCT #202461554	SEWER LIFT STATION	346.55
	PUD	ACCT #201617479	CITY HALL	1,234.61
	PUD	ACCT #200021871	COURT FACILITIES	1,264.99
	PUD	ACCT #201098969	PUMPING PLANT	1,593.50
135961	PUGET SOUND SECURITY	KEYS MADE	POLICE PATROL	2.90
	PUGET SOUND SECURITY	LOCK AND KEYS	PARK & RECREATION FAC	80.11

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/17/2019 TO 10/23/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
135962	RADIA INC PS	INMATE MEDICAL CARE	DETENTION & CORRECTION	200.00
135963	RAILROAD MANAGEMENT	SEWER PIPELINE CROSSING #300560	UTIL ADMIN	258.95
135964	ROBINSON, MIKE	REIMBURSE ANCHOR KIT	PARK & RECREATION FAC	75.68
135965	ROSAS, HOLLY & ABEL	UB REFUND	WATER/SEWER OPERATION	32.09
135966	ROTTER, MYLES		WATER/SEWER OPERATION	270.09
135967	SAFETY RESTRAINT CHA SAFETY RESTRAINT CHA	CORRECTIONAL RESTRAINT CHAIR	GENERAL FUND	-227.39
135968	SAFETY SOURCE LLC	ROAD PLATE RENTAL	DETENTION & CORRECTION	2,672.39
135969	SCCFOA	MEETING 10/24/19	CAPITAL EXPENDITURES	511.52
135970	SCORE	INMATE MEDICAL CREDIT-AUGUST 2019	FINANCE-GENL	20.00
	SCORE	INMATE MEDICAL-AUGUST 2019	DETENTION & CORRECTION	-15.00
	SCORE	INMATE HOUSING-SEPT 2019	DETENTION & CORRECTION	210.00
135971	SHERWIN WILLIAMS	PAINT, TAPE AND RAGS	DETENTION & CORRECTION	18,600.00
135972	SITELINES PARK & PLA	PLAYGROUND BORDERS AND RAMPS	PUBLIC SAFETY BLDG	161.00
135973	SKAGIT DIST COURT	BAIL POSTED	GMA-PARKS	2,227.53
135974	SMOKEY POINT CONCRET	CONCRETE AND EXP JOINT	GENERAL FUND	1,000.00
135975	SNO CO TREASURER	INMATE MEDICAL AUGUST 2019	SIDEWALKS MAINTENANCE	1,055.29
135976	SONITROL	MICROPROX PATCHES	DETENTION & CORRECTION	128.38
135977	SOUDERS, PAUL	ENTERTAINMENT 11/12/19	CITY HALL	90.17
135978	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	100.00
135979	SOUND SAFETY	GLOVES-CUSTODY	OPERA HOUSE	784.00
135980	SPENCER, MICHAEL & A	UB REFUND	DETENTION & CORRECTION	1,120.49
135981	SPRINGBROOK NURSERY	CRUSHED ROCK	GARBAGE	285.05
	SPRINGBROOK NURSERY		WATER DIST MAINS	315.00
	SPRINGBROOK NURSERY		TRANSPORTATION	315.00
	SPRINGBROOK NURSERY		WATER DIST MAINS	315.00
	SPRINGBROOK NURSERY		WATER DIST MAINS	427.50
	SPRINGBROOK NURSERY		SEWER MAIN COLLECTION	427.50
	SPRINGBROOK NURSERY		TRANSPORTATION	427.50
135982	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	113.23
	STAPLES		RECREATION SERVICES	121.19
135983	STEWART, STEVE	UB REFUND	WATER/SEWER OPERATION	99.03
135984	SUSON, MARIO	INTERPRETER SERVICES	COURTS	150.00
135985	TACOMA SCREW PRODUCT	CONNECTORS AND SHRINK WRAP	EQUIPMENT RENTAL	37.66
135986	THOMETZ, TIM	UB REFUND	WATER/SEWER OPERATION	149.94
135987	TOCCO, LEAH	REIMBURSE EOC DRILL SUPPLIES	EXECUTIVE ADMIN	224.81
135988	TRAFFIC SAFETY STORE	LIME GREEN CONES	STORM DRAINAGE	598.90
	TRAFFIC SAFETY STORE		SEWER MAIN COLLECTION	598.90
135989	TRANSPORTATION, DEPT	WSDOT TRAFFIC MITIGATION FEES	CITY STREETS	113.12
135990	ULINE	DRUM FUNNELS	ROADWAY MAINTENANCE	88.07
135991	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	68.02
135992	UNITED RENTALS	FUEL TANK DOUBLE WALL RENTAL	SEWER CAPITAL PROJECTS	1,552.25
135993	UNIVAR USA INC	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	2,898.64
135994	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATIONS	UTILITY LOCATING	1,022.56
135995	VERIZON	WIRELESS SERVICES	CRIME PREVENTION	23.75
	VERIZON		PURCHASING/CENTRAL	23.75
	VERIZON		CRIME PREVENTION	23.83
	VERIZON		PURCHASING/CENTRAL	23.83
	VERIZON	ACCT #642273293-00001	DETENTION & CORRECTION	27.23
	VERIZON	WIRELESS SERVICES	SEWER MAIN COLLECTION	40.01
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		UTILITY BILLING	47.50
	VERIZON		UTILITY BILLING	47.66
	VERIZON		PERSONNEL ADMINISTRATION	52.48
	VERIZON		PERSONNEL ADMINISTRATION	52.53
	VERIZON		SEWER LIFT STATION	80.02
	VERIZON		SEWER LIFT STATION	80.02
	VERIZON		EQUIPMENT RENTAL	104.52
	VERIZON		EQUIPMENT RENTAL	104.77



CITY OF MARYSVILLE  
 INVOICE LIST

FOR INVOICES FROM 10/17/2019 TO 10/23/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
135995	VERIZON	WIRELESS SERVICES	PROPERTY TASK FORCE	114.04
	VERIZON		FACILITY MAINTENANCE	114.04
	VERIZON		PROPERTY TASK FORCE	114.22
	VERIZON		FACILITY MAINTENANCE	114.22
	VERIZON		FINANCE-GENL	124.20
	VERIZON		LEGAL-GENL	124.20
	VERIZON		FINANCE-GENL	124.38
	VERIZON		LEGAL-GENL	124.38
	VERIZON	ACCT #642273293-00001	COMMUNITY SERVICES UNIT	160.32
	VERIZON	WIRELESS SERVICES	OFFICE OPERATIONS	171.06
	VERIZON		OFFICE OPERATIONS	171.33
	VERIZON		PARK & RECREATION FAC	185.37
	VERIZON		PARK & RECREATION FAC	185.79
	VERIZON		RECREATION SERVICES	209.62
	VERIZON		RECREATION SERVICES	212.72
	VERIZON		LEGAL - PROSECUTION	218.24
	VERIZON		COMMUNITY SERVICES UNIT	228.44
	VERIZON		COMMUNITY SERVICES UNIT	229.54
	VERIZON		MUNICIPAL COURTS	251.32
	VERIZON		MUNICIPAL COURTS	251.59
	VERIZON		YOUTH SERVICES	285.10
	VERIZON		YOUTH SERVICES	285.55
	VERIZON		POLICE INVESTIGATION	301.07
	VERIZON		SOLID WASTE CUSTOMER	310.78
	VERIZON		SOLID WASTE CUSTOMER	311.59
	VERIZON		WATER QUAL TREATMENT	314.84
	VERIZON		WATER QUAL TREATMENT	315.19
	VERIZON		WATER SUPPLY MAINS	320.17
	VERIZON		WATER SUPPLY MAINS	320.21
	VERIZON		DETENTION & CORRECTION	342.12
	VERIZON		DETENTION & CORRECTION	342.66
	VERIZON	ACCT #642273293-00001	OFFICE OPERATIONS	366.54
	VERIZON	WIRELESS SERVICES	EXECUTIVE ADMIN	402.13
	VERIZON		EXECUTIVE ADMIN	402.67
	VERIZON		POLICE INVESTIGATION	435.60
	VERIZON		COMPUTER SERVICES	539.53
	VERIZON		WASTE WATER TREATMENT	555.16
	VERIZON		WASTE WATER TREATMENT	564.07
	VERIZON		COMMUNITY	608.84
	VERIZON		STORM DRAINAGE	624.87
	VERIZON		STORM DRAINAGE	625.86
	VERIZON		COMPUTER SERVICES	638.30
	VERIZON		COMMUNITY	645.14
	VERIZON		LEGAL - PROSECUTION	675.60
	VERIZON		GENERAL	760.63
	VERIZON		GENERAL	762.11
	VERIZON		POLICE ADMINISTRATION	776.80
	VERIZON		POLICE ADMINISTRATION	875.58
	VERIZON		ENGR-GENL	921.32
	VERIZON		ENGR-GENL	922.47
	VERIZON		UTIL ADMIN	1,959.82
	VERIZON		UTIL ADMIN	2,015.39
	VERIZON	ACCT #642273293-00001	POLICE PATROL	2,160.95
	VERIZON	WIRELESS SERVICES	POLICE PATROL	2,594.99
	VERIZON		POLICE PATROL	2,709.94
135996	WALES, DAVID	UB REFUND	WATER/SEWER OPERATION	152.77
135997	WALKER, JON	REIMBURSE CONFERENCE EXPENSE	LEGAL - PROSECUTION	630.14
135998	WAVEDIVISION HOLDING	I-NET LEASE/INTERNET SERVICES	WATER QUAL TREATMENT	111.20

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/17/2019 TO 10/23/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
135998	WAVEDIVISION HOLDING	I-NET LEASE/INTERNET SERVICES	CENTRAL SERVICES	513.24
	WAVEDIVISION HOLDING		COMPUTER SERVICES	833.34
135999	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	326.60
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	404.39
	WEST PAYMENT CENTER		LEGAL-GENL	404.40
	WEST PAYMENT CENTER	WA RULES OF COURT	LEGAL - PROSECUTION	468.90
136000	WESTERN DISPLAY	FIREWORKS SHOW 4/4/20	COMMUNITY EVENTS	15,000.00
136001	WESTERN TRUCK	GLASS	EQUIPMENT RENTAL	310.07
	WESTERN TRUCK	MIRROR BRACKET HARDWARE KITS	ER&R	628.48
136002	WHITE CAP CONSTRUCT	EXP BOARD	SIDEWALKS CONSTRUCTION	72.13
136003	WIDE FORMAT COMPANY	MONTHLY BASE CHARGE KIP PRINTER	UTIL ADMIN	118.04
136004	WILDER CUSTOM CONS	INSTALL BRACKETS	MAINT OF GENL PLANT	469.12
136005	WOODWORTH, MICHAEL &	UB REFUND	WATER/SEWER OPERATION	62.00
136006	YAKIMA COUNTY DOC	INMATE HOUSING-SEPT 2019	DETENTION & CORRECTION	9,160.78

**WARRANT TOTAL: 378,945.49**

CHECK #135510 INITIATOR ERROR (343.30)

**378,602.19**

- REASON FOR VOIDS:**  
 UNCLAIMED PROPERTY  
 INITIATOR ERROR  
 WRONG VENDOR  
 CHECK LOST/DAMAGED

# *Index #6*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 28, 2019**

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 October 4, 2019 payroll in the amount \$1,573,966.19, paid by EFT Transactions and Check No.'s 32699 through 32727.

**COUNCIL ACTION:**

# *Index #7*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 10/28/19**

<b>AGENDA ITEM:</b>	
INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE FOR THE CITY'S CONTRIBUTION OF TWO PERCENT OF LIQUOR TAXES TO SUPPORT A SUBSTANCE USE DISORDER PROGRAM OPERATED BY SNOHOMISH COUNTY	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Sandy Langdon, Finance Director & Jan Berg, Asst. Finance Director	
<b>DEPARTMENT:</b>	
Finance	
<b>ATTACHMENTS:</b>	
Interlocal	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00199566.549000	\$15,100.00
<b>SUMMARY:</b>	

The City receives, from the State, a portion of liquor taxes and profits based upon population. RCW 71.24.255 requires that no less than 2% of the state shared portion be used to support a substance use disorder program. The City utilizes Snohomish County's program. The proposed interlocal will solidify the arrangement between the City and County for the substance use disorder program.

**RECOMMENDED ACTION:** Staff recommends Council consider authorizing the Mayor to sign Interlocal with Snohomish County for Substance Use Disorder Program.

**PROPOSED MOTION:** I move to authorize the Mayor to execute the Interlocal Agreement with Snohomish County.

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF  
MARYSVILLE FOR THE CITY'S CONTRIBUTION OF TWO PERCENT OF LIQUOR TAXES  
TO SUPPORT A SUBSTANCE USE DISORDER PROGRAM OPERATED BY SNOHOMISH  
COUNTY**

WHEREAS, the City of Marysville (City) must devote no less than two percent of its share of liquor taxes and profits to the support of a substance use disorder program in compliance with RCW 71.24.555; and

WHEREAS, the City does not have its own facility or program for the treatment and rehabilitation of persons with substance use disorders; and

WHEREAS, Snohomish County through its Human Services Department supports a variety of substance use disorder prevention, treatment, detox and ancillary services designed for indigent and low-income residents throughout the county. Snohomish County (County) operates a substance use disorder program that is approved by the behavioral health organization and the director of the Washington state health care authority and licensed or certified by the department of health; and

WHEREAS, to meet its obligations under state law the City wishes to contribute two percent of its share of liquor taxes and profits to support the County's program as authorized by RCW 71.24.550; and

WHEREAS, this arrangement between the County and City will benefit public health in both jurisdictions.

NOW THEREFORE, the City and County agree as follows:

1. The Snohomish County Department of Human Services will invoice the City for two percent of the City's liquor taxes and profits quarterly. The City will remit funds within thirty days of the invoice.
2. The County will use the City funds to support its facilities and/or programs for substance use disorders that qualify under RCW 71.24.555.
3. No separate legal entity is created by this interlocal agreement. The County will acquire, hold, and dispose of any personal or real property used for the purposes contemplated by this agreement.
4. This agreement is effective upon the date of the last signature below and will expire on December 31, 2029. The County and City may extend the agreement for an additional term or terms. Either party may terminate the agreement on one year's written notice.
5. This agreement will be administered by the County's Director of Human Services (or designee) and the City's Finance Director (or designee).

SNOHOMISH COUNTY

CITY OF MARYSVILLE

\_\_\_\_\_  
DAVE SOMMERS, COUNTY EXECUTIVE  
DATE:

\_\_\_\_\_  
JON NEHRING, MAYOR  
DATE:

ATTEST:

ATTEST:

\_\_\_\_\_  
APPROVED AS TO FORM:

\_\_\_\_\_  
TINA BROCK, DEPUTY CITY CLERK  
APPROVED AS TO FORM:

\_\_\_\_\_  
DEPUTY PROSECUTING ATTORNEY

\_\_\_\_\_  
JON WALKER, CITY ATTORNEY



**RCW 71.24.550****City, town, or county without facility—Contribution of liquor taxes prerequisite to use of another's facility.**

A city, town, or county that does not have its own facility or program for the treatment and rehabilitation of persons with substance use disorders may share in the use of a facility or program maintained by another city or county so long as it contributes no less than two percent of its share of liquor taxes and profits to the support of the facility or program.

[ 2014 c 225 § 26; 1989 c 270 § 12. Formerly RCW 70.96A.085.]

**NOTES:**

**Effective date—2014 c 225:** See note following RCW 71.24.016.

**RCW 71.24.555****Liquor taxes and profits—City and county eligibility conditioned. (*Effective until January 1, 2020.*)**

To be eligible to receive its share of liquor taxes and profits, each city and county shall devote no less than two percent of its share of liquor taxes and profits to the support of a substance use disorder program approved by the behavioral health organization and the director, and licensed or certified by the department of health.

[ 2018 c 201 § 4042; 2016 sp.s. c 29 § 517; 1989 c 270 § 13. Formerly RCW 70.96A.087.]

**NOTES:**

**Findings—Intent—Effective date—2018 c 201:** See notes following RCW 41.05.018.

**Effective dates—2016 sp.s. c 29:** See note following RCW 71.05.760.

**Short title—Right of action—2016 sp.s. c 29:** See notes following RCW 71.05.010.

**RCW 71.24.555****Liquor taxes and profits—City and county eligibility conditioned. (*Effective January 1, 2020.*)**

To be eligible to receive its share of liquor taxes and profits, each city and county shall devote no less than two percent of its share of liquor taxes and profits to the support of a substance use disorder program licensed or certified by the department of health.

[ 2019 c 325 § 1038; 2018 c 201 § 4042; 2016 sp.s. c 29 § 517; 1989 c 270 § 13. Formerly RCW 70.96A.087.]

**NOTES:**

**Effective date—2019 c 325:** See note following RCW 71.24.011.

**Findings—Intent—Effective date—2018 c 201:** See notes following RCW 41.05.018.

**Effective dates—2016 sp.s. c 29:** See note following RCW 71.05.760.

**Short title—Right of action—2016 sp.s. c 29:** See notes following RCW 71.05.010.

# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 28, 2019**

<b>AGENDA ITEM:</b>	
Interagency Agreement (IAA) Washington Traffic Safety Commission and Marysville Police Department	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
J. Goldman	
<b>DEPARTMENT:</b>	
Marysville Police Department	
<b>ATTACHMENTS:</b>	
Interagency Agreement between the Washington Traffic Safety Commission and the Marysville Police Department	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	No Budgetary Obligation
<b>SUMMARY:</b>	

The Washington Traffic Safety Committee has awarded \$216,760.00 to Region 10 (Snohomish County) traffic safety task force (WSP) for the purpose of conducting directed traffic enforcement to reduce the quantity of fatality and severe injury collisions.

The Marysville Police Department will enter into an Interagency Agreement (IAA) for reimbursement of overtime wages for police officers who participate in the regional “Target Zero” enforcement specifically targeting those offenses of Impaired Driving Training, Distracted Driving, Click It or Ticket, Motorcycle Safety, Impaired Driving Training, and Pedestrian Safety through High Visibility Enforcement.

The IAA also identifies those proven effective strategies to insure the most productive outcome to include the identification of a local team, data driven focus, multijurisdictional and saturation approach, public notification before, during, and following enforcement, local media engagement and continued work targeting those High Visibility Enforcement topics.

The duration of this Interagency Agreement between the Washington Traffic Safety Commission and the City of Marysville is October 1, 2019 and will remain in effect until September 30, 2020.

**RECOMMENDED ACTION:**

Staff recommends the City Council authorize the Mayor to sign the Interagency Agreement for reimbursement of funds associated with Target Zero

## **INTERAGENCY AGREEMENT**

**BETWEEN THE**

**WASHINGTON TRAFFIC SAFETY COMMISSION**

**AND**

**Marysville Police Department**

**THIS AGREEMENT** is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and Marysville Police Department, hereinafter referred to as “SUB-RECIPIENT.”

**NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:**

### **1. PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616, for the SUB-RECIPIENT to participate in traffic safety grant projects:

- **2020-AG-3656-Snohomish Co. Training Resources Grant**, specifically to provide funding for the SUB-RECIPIENT to fund training and provide overtime to send officers to DUI training and mentoring as outlined in the Statement of Work.
- **2020-AG-3683-Snohomish County Pedestrian Safety Campaign**, specifically to provide funding for the SUB-RECIPIENT to conduct pedestrian safety campaigns involving law enforcement and public awareness/outreach as outlined in the Statement of Work.
- **2020-HVE-3770-Washington Traffic Safety Commission**, specifically to provide funding for the SUB-RECIPIENT to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols and related activities as outlined in the Statement of Work (SOW), in support of Target Zero priorities.

These grants were awarded to the Region 10 to support collaborative efforts to conduct impaired driving training, pedestrian safety, and HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in these activities.

The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate SOW activities with the SUB-RECIPIENT with the goal of reducing traffic-related deaths and serious injuries.

## **2. PERIOD OF PERFORMANCE**

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2019, and remain in effect until September 30, 2020, unless terminated sooner, as provided herein.

## **3. STATEMENT OF WORK**

### 3.1 Impaired Driving Training

The goal of this project is to increase the number of Snohomish Co. law enforcement with current training in Driving Under the Influence (DUI) detection, evaluation and arrest processes, to increase the number of DUI arrests in Snohomish Co. This will be achieved through the following activities:

- Provide overtime for training hours for officers that wouldn't otherwise be able to attend DUI training, such as Advanced Roadside Impaired Driving Enforcement (ARIDE), Standard Field Sobriety Testing (SFST) and other DUI related classes.
- Fund registration costs for in-person OR online DUI related classes – including but not limited to: Blood Alcohol Content (BAC), BAC Refresher, ARIDE, Traffic Safety Resource Prosecutor (TSRP), SFST, Marijuana Investigations and other classes as authorized by WTSC's PM
- Conduct DUI mentoring, funding overtime for both the mentors and mentored officers, based on the written policy provided to WTSC. Mentoring should include the mentored officer riding along with a highly proficient officer (an officer that is routinely able to arrest 1 DUI per shift) for one shift, then one shift with the mentor riding along with the mentored officer.
- Fund travel for 2 attendees (Target Zero Manager (TZM) and/or top DUI officers) to the national IACP Drugs and Alcohol Impaired Driving (DAID) conference to enhance their knowledge of DUI best practices. Policy for selection of attendees to be determined by the task force, but will include a letter of interest and a selection process overseen by the TZM.

### 3.2 Pedestrian Safety

The goal of this project is to reduce crashes involving walkers and vehicle drivers in Snohomish County through use of focused enforcement and public awareness/outreach campaigns:

- The Task Force will identify areas in need of concentrated law enforcement and public outreach using DOT crash data by December 31, 2019.
- Implement a minimum of 15 enforcement emphasis efforts in the areas identified for concentrated effort to increase safety for walkers by September 30, 2020.
- Public education and outreach using radio and social media messaging, informational stops by law enforcement, and public presentations will supplement each enforcement effort.

### 3.3 HVE

Note: This statement of work applies only to HVE emphasis areas for which your region has received HVE funding.

**GOAL:** To reduce traffic related deaths and serious injuries through education of impaired driving, occupant protection, speeding and distracted driving multijurisdictional HVE patrols throughout the state.

**SCOPE OF WORK:** High Visibility Enforcement (HVE) is a proven strategy to reduce vehicular fatalities in serious injuries. There are 8 main components in the best practice model. The WTSC recommends following this model in order to most effectively use this funding.

1. The event is planned by a local team
2. The event is data driven. Interest in the event originates by local recognition of a problem and the community's interest in responding to it.
3. The enforcement is multijurisdictional and uses a saturation approach and participating officers make a large number of contacts during the event and issue infractions or citations to change public behavior around risky driving behaviors such as speeding, distracted driving and failing to use a seatbelt. The WTSC proposes that the default law enforcement response to a high risk driving behavior during an HVE event should be a citation/infraction.
4. The public is aware of the event before, during, and after the enforcement takes place. It's important to note that these messages must reach all target audiences, regardless of English proficiency in the community who use the transportation system.
5. Local media are engaged by the HVE planning team
6. Enforcement is highly visible – clearly more than a typical day.
7. The HVE event is evaluated
8. The HVE event is supported by deployment of resources in the priority areas throughout the year when HVE is not being implemented.

The SUB-RECIPIENT, along with the regional traffic safety task force, TZM, and LEL, are responsible for meeting these elements of HVE. The WTSC will conduct public education campaigns during national campaigns, but it is the responsibility of the SUB-RECIPIENT and task force to ensure that all elements of HVE are being met.

The statewide high visibility enforcement patrols are paired with media participation to engage, deter, and educate drivers about the impacts of making unsafe decisions when driving. Outreach efforts are supported by the WTSC during statewide HVE campaigns. Regional TZMs also support public outreach efforts during locally planned HVE events. Below are descriptions of the Scope of Work for each funding category. The WTSC accepts requests for modifications to the Scope of Work through the regional Target Zero Manager.

This grant provides funding for overtime HVE enforcement in a variety of emphasis areas: impaired driving, distracted driving, seat belt use, and motorcycle safety patrols.

**Dispatch:**

WTSC will reimburse communications officers/dispatch personnel for work on this project providing Agency has received prior approval from the designated TZM.

### **HVE Enforcement Plan Requirement:**

A HVE Mobilization Plan is required prior to all HVE activity. The local traffic safety task force and TZM are responsible for submitting this form to the WTSC HVE Program Manager prior to enforcement activities begin. This form serves as prior approval for HVE events and includes the following information:

- Problem Statement
- Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations
- Public outreach strategy, to include how the multiple cultural groups in a community will be reached with these messages.
- Evaluation plan

### **Media Contacts:**

All of these patrols are conducted as part of a highly publicized, educational effort. Publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. The WTSC requests that the SUB-RECIPIENT posts traffic safety information to their web-based platforms during statewide and locally coordinated HVE mobilizations. **At least one individual from the SUB-RECIPIENT must be available for weekend media contacts, beginning at noon on Fridays before mobilizations.**

### **Standardized Field Sobriety Testing (SFST) Training Requirement:**

The SUB-RECIPIENT certifies that all officers participating in these patrols are SFST trained. WTSC's expectation is that each participating officer will make one DUI arrest per shift. If this standard is not met, participating agencies must submit an explanation to the TZM explaining why this standard was not met. Officers must also meet the following requirements:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.
- **For impaired driving HVE mobilizations, there is one additional requirement:**
  - **Officers must have made a DUI/DWI arrest within the past twelve months.**

The Following sections in the SOW are for specific enforcement emphasis areas:

### **Impaired Driving Enforcement:**

Impaired driving (also referred to as Driving Under the Influence, or DUI) remains a top priority for the WTSC. Year after year, roughly 50% of WA's vehicular fatalities are due to impaired driving. HVE has been shown to reduce impaired driving fatalities when the model is followed.



Overtime Impaired driving enforcement patrols must be planned and coordinated by the regional traffic safety taskforce, including the TZM and LEL. The DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Except when prior approval is provided, impaired driving HVE must begin after 8:00 p.m and will occur Thursday-Sunday. The WTSC requires that impaired driving HVE patrols are done using multijurisdictional collaboration.

The priority for this funding is participation in the national campaigns:

- Holiday DUI Patrols – December 11 – January 2
- Drive Sober or Get Pulled Over – August 19 – September 7

The DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Except when prior approval is provided, impaired driving HVE must begin after 8:00 p.m. and will occur Thursday-Sunday.

Funding in this category can be expended outside of the campaign periods. However, the funds must only be used for impaired driving enforcement and during another national impaired driving enforcement campaign or other large local event. Participation during Holiday DUI Patrols and Drive Sober or Get Pulled Over should be prioritized when scheduling enforcement dates.

The WTSC encourages law enforcement agencies to use this funding to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region's TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:

- WTSC approval for impaired driving mentorship is done through the HVE Mobilization Plan. Approval for mentorship must be received prior to the activity date.
- The training officer must be a Drug Recognition Expert or ARIDE trained. TZMs can submit a request for an officer who doesn't meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
- There must be a review of the SFST procedure prior to the enforcement activity.
- There is a limit of two times per year that an officer can be a mentee.
- Funds permitting, mentees will participate in at least 1 impaired driving mobilization after completing mentoring.
- Each region or county-level task force can set additional requirements for participation in this use of funding.
- To be eligible for this activity, the task force must have a policy for DUI Mentoring.
- Funding will pay for overtime for the mentor officer and the mentee officer.
- Mentees should demonstrate their ability to make one DUI arrest per shift following their mentoring.

This funding can be used to conduct premise checks in bars and other establishments that sell alcohol. To be used for this purpose, the activity must meet the following requirements:

- Approval for this activity is done through the HVE Mobilization Plan. This plan must be received prior to the activity date. It should include details such as the estimated number of hours and officers who will be participating in this activity. It should also include a plan for what officers will discuss with the premise (Ex. distributing coasters, HVE dedication materials, mobilization creative, etc.)
- Each establishment is counted as one contact on the Officer Activity Log.
- The WA Liquor and Cannabis Board must be notified in advance of this activity to encourage collaboration and support.

These funds can be used for DUI warrant round-up events. Prior approval is needed for these activities and must include evidence of thorough planning.

### **Distracted Driving Enforcement:**

With the State of Washington's distracted driving law, these patrols will be important to ensure through education and enforcement that drivers understand and are following the new law. These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of past distracted driving violations. The WTSC requires that distracted driving HVE patrols are conducted using a team approach with designated spotters. This approach has shown to best identify distracted driving violations. Minimum teams of 3 can conduct distracted driving HVE patrols – 1 spotter and at least 2 officers responding to violations.

In order to be eligible to receive distracted driving HVE funds in FFY2020, the SUB-RECIPIENT must have at least 1 citation issued during the FFY2019 On the Road Off the Phone campaign. Agencies that did not participate in the FFY2019 On the Road Off the Phone campaign are eligible for funding.

The priority for this funding is participation in the national campaign, On the Road Off the Phone, April 1 - 18, 2020. However, this funding can be expended outside of the national campaign, but the funds must only be used for distracted driving enforcement.

### **Seat Belt Use Enforcement:**

Washington has one of the highest seatbelt use rates in the country, yet many of the state's vehicular fatalities and serious injuries involved unbelted drivers and passengers. Funding for seatbelt enforcement will be prioritized using data from WTSC's Research and Data Division, such as seatbelt use rates and fatal and serious injury data.

At this point, funding distribution has yet to be determined.

### **Motorcycle Safety Patrols**

The SUB-RECIPIENT will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following campaign:

- It's A Fine Line – July 10 – 26

These motorcycle safety patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Patrols must take place Friday, Saturday, or Sunday during the It's A Fine Line campaign.

Patrols should focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.

Patrols should also focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.

Whenever possible, SUB-RECIPIENT should include motorcycle officers in these patrols.

### **3.1. MILESTONES AND DELIVERABLES**

#### **Mobilization**

DUI Holiday Patrols

Distracted Driving

Click It or Ticket

It's A Fine Line

DUI Drive Sober or Get Pulled Over

#### **Dates**

December 11 – January 2

April 1 – 18

May 18 – 31

July 10 – 26

August 19 – September 7

### **3.2. COMPENSATION**

**3.2.1.** Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed the total grant award for the region, unless agreed upon by WTSC and the SUB-RECIPIENT. The funding award for the SUB-RECIPIENT'S region is detailed in section 3.3.

All law enforcement agencies who are active members of the Region 10 traffic safety task force are eligible to participate in this grant. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the Parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both Parties.

Payment will be authorized by the Region 10 Target Zero manager in accordance with the Snohomish Co. Traffic Safety Task Force policies.

**3.2.2.** WTSC will reimburse for personnel overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

Comp-time is not considered overtime and will not be approved for payment.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, breath testers, etc.) to participate in the emphasis patrols.

**3.2.3.** If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally-approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

**3.2.4.** The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the scope of work and for all travel outside of the continental United States. State travel policies (SAAM Chapter 10) would apply.

**3.2.5.** If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must be followed. See Washington State Administrative & Accounting Manual (SAAM) Chapter 10.

**3.2.6.** WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel policies (SAAM Chapter 10) apply.

**3.2.7.** WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

### **3.3. SUMMARY OF PROJECT COSTS**

The WTSC has awarded \$216,760 to the Region 10 traffic safety task force for the purpose of conducting activities described in the SOW. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region's traffic safety task force and TZM in order to be eligible for reimbursement.

The funding for Region 10 is as follows:

<b>Impaired Driving Patrols</b> (Section 402, CFDA 20.600)	\$70,000
<b>Distracted Driving Patrols</b> (Section 402, CFDA 20.600)	\$27,000
<b>Click It or Ticket</b> (Section 405b, CFDA 20.616)	\$0.00
<b>Motorcycle Safety</b> (164 Funds, CFDA 20.608)	\$15,000

<b>Impaired Driving Training</b> (Section 402, CFDA 20.600)	\$60,000
<b>Pedestrian Safety Project</b> (Section 405h, CFDA 20.616)	\$44,760

**3.3.1.** The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

**APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:**

**4. PARTICIPATION REQUIREMENTS AND CONDITIONS**

For each of the overtime emphasis patrols listed in the Statement of Work, the SUB-RECIPIENT will follow all protocols detailed in the “Multijurisdictional High Visibility Enforcement Protocols,” which will be provided by the WTSC. Exceptions to these protocols must be pre-approved by the WTSC prior to the emphasis patrol(s).

**5. PERFORMANCE STANDARDS**

Participating law enforcement officers working overtime hours are expected to make a minimum of three self-initiated contacts per hour of enforcement. The WTSC recognizes that some contacts may result in time-consuming enforcement-related activities, and these activities are reimbursable. Other activities, such as collision investigations or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

**6. ACTIVITY REPORTS**

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit an officer Emphasis Patrol Log to their regional TZM, or by other approved means, within 48 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the “BILLING PROCEDURE” section. Use of the Officer Activity Log in the WTSC’s online grant management system, WEMS, is required when the functionality is available in WEMS.

**7. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

**8. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT’S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

**9. ALL WRITINGS CONTAINED HEREIN**

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

## **10. ASSIGNMENT**

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

## **11. ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

## **12. BILLING PROCEDURE**

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2020, **must be received by WTSC no later than August 10, 2020**. All invoices for goods received or services performed between July 1, 2020 and September 30, 2020, **must be received by WTSC no later than November 10, 2020**.

### **12.1 For Impaired Driving Training and Pedestrian Safety grants**

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through WEMS using a standard Form A-19 provided by WTSC or its pre-approved equivalent, as determined by the WTSC.

### **12.2 For HVE**

The WTSC is currently developing functionality in WEMS to streamline enforcement activity and invoice submission. The WTSC requires that this functionality be used for billing when available. Instructions and requirements for using this functionality will be provided at a later date.

Prior to activity and invoice submission by the SUB-RECIPIENT in WEMS, the SUB-RECIPIENT shall submit monthly invoices for reimbursement to the TZM with supporting documentation, as WTSC shall require. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

All invoices for reimbursement must include the following. . Note – this will likely change when the new invoicing process is implemented.

- Form A-19 provided by WTSC or its pre-approved equivalent. The hourly rate of each officer included on the invoice must be identified.
- Emphasis Patrol Log for each officer
- WTSC's Overtime Log or the SUB-RECIPIENT's overtime approval sheets signed by the officer's supervisor

### **13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

### **14. COST PRINCIPLES**

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

### **15. COVENANT AGAINST CONTINGENT FEES**

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

### **16. DISPUTES**

**16.1.** Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

**16.2.** Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

### **17. GOVERNANCE**

**17.1.** This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

**17.2.** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- 17.2.1.** Applicable federal and state statutes and rules
- 17.2.2.** Terms and Conditions of this Agreement
- 17.2.3.** Any Amendment executed under this Agreement
- 17.2.4.** Any SOW executed under this Agreement
- 17.2.5.** Any other provisions of the Agreement, including materials incorporated by reference

### **18. INCOME**

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

## **19. INDEMNIFICATION**

**19.1.** To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind (“claims”) brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT’s performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

**19.2.** The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

**19.3.** The indemnification and hold harmless provision shall survive termination of this Agreement.

## **20. INDEPENDENT CAPACITY**

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

## **21. INSURANCE COVERAGE**

**21.1.** The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

**21.2.** If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

## **22. LICENSING, ACCREDITATION, AND REGISTRATION**

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

## **23. RECORDS MAINTENANCE**

**23.1.** During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect



costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

**23.2.** Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

#### **24. RIGHT OF INSPECTION**

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

#### **25. RIGHTS IN DATA**

**25.1.** WTSC and SUB-RECIPIENT agree that all data and work products (collectively called “Work Product”) pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

**25.2.** If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

**25.3.** The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent

protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

## **26. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

## **27. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## **28. SITE SECURITY**

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

## **29. TAXES**

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

## **30. TERMINATION FOR CAUSE**

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

## **31. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

## **32. TREATMENT OF ASSETS**

**32.1.** Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the

performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

**32.2.** Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

**32.3.** The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

**32.4.** If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

**32.5.** The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

**32.6.** All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

### **33. WAIVER**

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

## **APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):**

### **34. BUY AMERICA ACT**

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

### **35. DEBARMENT AND SUSPENSION**

Instructions for Lower Tier Certification

**35.1.** By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

**35.2.** The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly

rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**35.3.** The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**35.4.** The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

**35.5.** The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

**35.6.** The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

**35.7.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

**35.8.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**35.9.** Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

**35.10.** The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**35.11.** Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

**36. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

**36.1.** The SUB-RECIPIENT shall:

**36.1.1.** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

**36.1.2.** Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

**36.1.3.** Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

**36.1.4.** Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

**36.1.5.** Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

**36.1.6.** Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**37. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

### **38. FEDERAL LOBBYING**

**38.1.** The undersigned certifies, to the best of his or her knowledge and belief, that:

**38.1.1.** No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of 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.

**38.1.2.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

**38.1.3.** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

**38.2.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **39. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)**

**39.1.** During the performance of this Agreement, the SUB-RECIPIENT agrees:

**39.1.1.** To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

**39.1.2.** Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

**39.1.3.** To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

**39.1.4.** That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

**39.1.5.** To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

**40. POLITICAL ACTIVITY (HATCH ACT)**

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**41. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

**42. STATE LOBBYING**

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**43. DESIGNATED CONTACTS**

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

HVE Grant Designated Contacts:

<b>The Contact for the SUB-RECIPIENT is:</b>	<b>The Contact for WTSC is:</b>
Officer Joseph Belleme Officer Brandon Lawrenson	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

Impaired Driving Training Grant Designated Contacts:

<b>The Contact for the SUB-RECIPIENT is:</b>	<b>The Contact for WTSC is:</b>
Officer Joseph Belleme Officer Brandon Lawrenson	Debi Besser WTSC Program Manager dbesser@wtsc.wa.gov 360-725-9890

Pedestrian Safety Grant Designated Contacts:

<b>The Contact for the SUB-RECIPIENT is:</b>	<b>The Contact for WTSC is:</b>
Officer Joseph Belleme Officer Brandon Lawrenson	Scott Waller WTSC Program Manager swaller@wtsc.wa.gov 360-725-9885

**44. AUTHORITY TO SIGN**

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

<b>SUB RECIPIENT AGENCY NAME</b>	<b>WASHINGTON TRAFFIC SAFETY COMMISSION</b>
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date



# *Index #9*

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 28<sup>th</sup>, 2019

<b>AGENDA ITEM:</b>	
Stormwater Capacity Grant Agreement	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Matthew Eyer Storm/Sewer Supervisor	KE
<b>DEPARTMENT:</b>	
Public Works	
<b>ATTACHMENTS:</b>	
Two copies of the agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40145040 531000	(\$50,000)
<b>SUMMARY:</b> The City of Marysville has been offered \$50,000 in grant funding from the Department of Ecology to assist in implementation and management of the City's NPDES Phase II Stormwater Permit. There is no match requirement to this funding offer.	

<p><b>RECOMMENDED ACTION:</b>                  Staff recommends that Council authorizes the Mayor to sign the Stormwater Capacity Grant Agreement.</p>
--



## Agreement No. WQSWCAP-1921-MaryPW-00024

### WATER QUALITY STORMWATER CAPACITY AGREEMENT

#### BETWEEN

#### THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

#### AND

#### CITY OF MARYSVILLE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Marysville, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

#### GENERAL INFORMATION

Project Title:	2019-2021 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	03/31/2021
Project Type:	Capacity Grant

#### Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

#### Project Long Description:

N/A

#### Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

State of Washington Department of Ecology  
Agreement No: WQSWCAP-1921-MaryPW-00024  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

**RECIPIENT INFORMATION**

Organization Name: City of Marysville

Federal Tax ID: 91-6001459  
DUNS Number: 076658673

Mailing Address: 80 Columbia Ave.  
Marysville, WA 98270

Physical Address: 80 Columbia Ave.  
Marysville, Washington 98270

**Contacts**

State of Washington Department of Ecology  
Agreement No: WQSWCAP-1921-MaryPW-00024  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

<b>Project Manager</b>	Matthew Eyer Storm/Sewer Supervisor  80 Columbia Ave Marysville, Washington 98270 Email: meyer@marysvillewa.gov Phone: (360) 363-8112
<b>Billing Contact</b>	Suzanne Soule Financial Analyst  80 Columbia Ave. Marysville, Washington 98270 Email: ssoule@marysvillewa.gov Phone: (360) 363-8100
<b>Authorized Signatory</b>	Kari N Chennault Assistant Public Works Director  80 Columbia Avenue Marysville, Washington 98270 Email: kchennault@marysvillewa.gov Phone: (360) 363-8277

State of Washington Department of Ecology  
Agreement No: WQSWCAP-1921-MaryPW-00024  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Quality  
300 Desmond Drive SE  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	Kyle Graunke  PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452
<b>Financial Manager</b>	Kyle Graunke  PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452

State of Washington Department of Ecology  
Agreement No: WQSWCAP-1921-MaryPW-00024  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

**AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

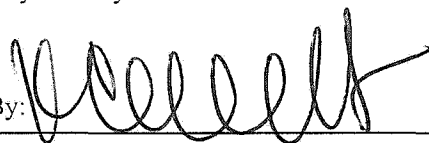
This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State  
Department of Ecology

City of Marysville

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

By:  9/20/19

Heather R. Bartlett Date

Kari N Chennault Date

Water Quality  
Program Manager

Assistant Public Works Director

Template Approved to Form by  
Attorney General's Office

State of Washington Department of Ecology  
Agreement No: WQSWCAP-1921-MaryPW-00024  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

Jon Nehring

---

City of Marysville Mayor

Date



State of Washington Department of Ecology  
 Agreement No: WQSWCAP-1921-MaryPW-00024  
 Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Marysville

**SCOPE OF WORK**

Task Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report. <br>
- \* Properly maintained project documentation.

Recipient Task Coordinator: Matthew Eyer

**Project Administration/Management**

**Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly in EAGL.	
1.2	Recipient Closeout Report (EAGL Form).	
1.3	Two-page draft and Final Outcome Summary Reports.	

State of Washington Department of Ecology  
Agreement No: WQSWCAP-1921-MaryPW-00024  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

## SCOPE OF WORK

Task Number: 2 Task Cost: \$50,000.00

Task Title: Permit Implementation

### Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
  - a) Mapping of municipal separate storm sewer systems (MS4s).
  - b) Staff training.
  - c) Activities to identify and remove illicit stormwater discharges.
  - d) Field screening procedures.
  - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.  
Monitoring, including:
  - a) Development of applicable QAPPs.
  - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment

State of Washington Department of Ecology  
Agreement No: WQSWCAP-1921-MaryPW-00024  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Matthew Eyer

**Permit Implementation**

**Deliverables**

Number	Description	Due Date
2.1	Documentation of tasks completed	



State of Washington Department of Ecology  
 Agreement No: WQSWCAP-1921-MaryPW-00024  
 Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Marysville

**Funding Distribution Summary**

**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
1921 stormwater capacity	0.00 %	\$ 0.00	\$ 50,000.00	\$ 50,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 50,000.00</b>	<b>\$ 50,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

**A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

State of Washington Department of Ecology  
Agreement No: WQSWCAP-1921-MaryPW-00024  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.frs.gov](http://www.frs.gov) <http://www.frs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.frs.gov](http://www.frs.gov) <http://www.frs.gov>.

State of Washington Department of Ecology  
Agreement No: WQSWCAP-1921-MaryPW-00024  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

##### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

##### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

##### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

##### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
  - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
  - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

State of Washington Department of Ecology

Agreement No: WQSWCAP-1921-MaryPW-00024  
 Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Marysville

- Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff and contractors working at the project site.
  - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

#### 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of



State of Washington Department of Ecology  
Agreement No: WQSWCAP-1921-MaryPW-00024  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

State of Washington Department of Ecology  
Agreement No: WQSWCAP-1921-MaryPW-00024  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

Template Version 10/30/2015

State of Washington Department of Ecology  
Agreement No: WQSWCAP-1921-MaryPW-00024  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

State of Washington Department of Ecology  
Agreement No: WQSWCAP-1921-MaryPW-00024  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.

State of Washington Department of Ecology  
Agreement No: WQSWCAP-1921-MaryPW-00024  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

### 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

### 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

### 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

### 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

### 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

State of Washington Department of Ecology  
Agreement No: WQSWCAP-1921-MaryPW-00024  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,  
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. 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.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. 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.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

### c) By Mutual Agreement

Template Version 10/30/2015

State of Washington Department of Ecology  
Agreement No: WQSWCAP-1921-MaryPW-00024  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

# *Index #10*



**CITY OF MARYSVILLE AGENDA BILL****EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE: October 28, 2019**

<b>AGENDA ITEM:</b>	
Proposed Ordinance Consenting to Change of Control of Frontier Communications Northwest, Inc.	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Burton Eggertsen	
<b>DEPARTMENT:</b>	
Legal	
<b>ATTACHMENTS:</b>	
Proposed Ordinance	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

Frontier Communications Northwest, Inc. has a franchise to operate a cable communications system in the City. Frontier has entered into an agreement with Northwest Fiber, LLC, through which Frontier will become a wholly-owned subsidiary of Northwest Fiber. Northwest Fiber has requested that the City consent to the transfer of control.

Northwest Fiber has provided the City information required by FCC regulations, and City staff has reviewed the legal, technical, and financial qualifications of Northwest Fiber. Based on this review, City staff does not anticipate that the transfer of control will negatively impact the provision of cable communication services in the City.

**RECOMMENDED ACTION:**

Staff recommends the City Council consider adopting the ordinance consenting to the transfer of control of Frontier Communications Northwest, Inc. to Northwest Fiber, LLC.

CITY OF MARYSVILLE  
Marysville, Washington

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

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,  
CONSENTING TO CHANGE OF CONTROL OF FRONTIER  
COMMUNICATIONS NORTHWEST, INC. TO NORTHWEST FIBER,  
LLC.**

WHEREAS, Frontier Communications Northwest, Inc. (“Franchisee”) is the duly authorized holder of a franchise (the “Franchise”), authorizing Franchisee to operate and maintain a cable system in the City of Marysville (the “City”); and

WHEREAS, the Franchise (a copy of which is attached hereto as **Exhibit A**) was originally granted to Verizon Northwest, Inc. which was later acquired by Franchisee, and the City approved the transfer of control of Verizon Northwest to Franchisee in 2009; and

WHEREAS, on May 28, 2019, Northwest Fiber LLC (“Northwest Fiber”) entered into an agreement (the “Agreement”) with Frontier Communications Corporation and its wholly-owned subsidiary Frontier Communications ILEC Holdings, LLC (together “Frontier”) in order to acquire control of the Franchisee, among other Frontier entities (the “Transaction”); and

WHEREAS, pursuant to that Agreement, Franchisee will become a direct, wholly-owned subsidiary of Northwest Fiber; and

WHEREAS, ultimate control of Franchisee will transfer to Northwest Fiber; and

WHEREAS, Northwest Fiber has filed an FCC Form 394 with the City (the “Application”);  
and

WHEREAS, the City has reviewed the Application and materials provided by Northwest Fiber.

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

SECTION 1. The City consents to the Transaction.

SECTION 2. The City confirms that the Franchise is valid and outstanding and in full force and effect and there are no defaults under the Franchise. Subject to compliance with the terms of this Ordinance, all action necessary to approve the change of control of the Franchisee to Northwest Fiber has been duly and validly taken.

SECTION 3. Northwest Fiber or Franchisee may (a) assign, transfer, or transfer control of its assets, including the Franchise or change the name or legal form of the Franchisee,

provided that such assignment, transfer, or transfer of control is to an entity directly or indirectly controlling, controlled by, or under common control with Northwest Fiber; (b) restructure debt or change the ownership interests among existing equity participants in Northwest Fiber; (c) pledge or grant a security interest to any lender(s) of Northwest Fiber's assets, including, but not limited to, the Franchise, or of interest in Northwest Fiber, for purposes of securing any indebtedness; and (d) sell equity interests in Northwest Fiber or any of Northwest Fiber's affiliates.

SECTION 4. Upon closing of the Transaction, Franchisee shall remain bound by the lawful terms and conditions of the Franchise.

SECTION 5. The City will not amend, revoke, or otherwise alter this Ordinance without the consent of the Franchisee and Northwest Fiber.

SECTION 6. If any section, subsection, sentence, clause, phrase or word of this ordinance 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 word of this ordinance.

SECTION 7. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
TINA BROCK, DEPUTY CITY CLERK

Approved as to from:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of publication: \_\_\_\_\_

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

CABLE FRANCHISE AGREEMENT  
BETWEEN  
THE CITY OF MARYSVILLE, WASHINGTON  
AND  
VERIZON NORTHWEST INC.

## TABLE OF CONTENTS

ARTICLE	PAGE
1. DEFINITIONS .....	2
2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS .....	7
3. PROVISION OF CABLE SERVICE.....	9
4. FTTP NETWORK OPERATION.....	11
5. SYSTEM FACILITIES .....	11
6. EG SERVICES.....	11
7. FRANCHISE FEES .....	14
8. CUSTOMER SERVICE .....	15
9. REPORTS AND RECORDS .....	15
10. INSURANCE AND INDEMNIFICATION .....	17
11. TRANSFER OF FRANCHISE.....	18
12. RENEWAL OF FRANCHISE.....	18
13. ENFORCEMENT AND TERMINATION OF FRANCHISE .....	19
14. MISCELLANEOUS PROVISIONS.....	22
EXHIBIT A - SERVICE AREAS	
EXHIBIT B - MUNICIPAL BUILDING TO BE PROVIDED FREE CABLE SERVICE	
EXHIBIT C - EG ORIGINATION SITES	
EXHIBIT D- SAMPLE REMITTANCE FORM	
EXHIBIT E - CUSTOMER SERVICE STANDARDS	

THIS CABLE FRANCHISE AGREEMENT (the "Franchise" or "Agreement") is entered into by and between the City of Marysville, a duly organized municipal corporation under the applicable laws of the State of Washington (the "City") and Verizon Northwest Inc., a corporation duly organized under the applicable laws of the State of Washington (the "Franchisee").

WHEREAS, the City wishes to grant Franchisee a nonexclusive franchise to construct, install, maintain, extend and operate a cable communications system in the Franchise Area as designated in this Franchise;

WHEREAS, the City is a "franchising authority" in accordance with Title VI of the Communications Act (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to federal and Washington state law;

WHEREAS, Franchisee is in the process of installing a Fiber to the Premise Telecommunications Network ("FTTP Network") in the Franchise Area for the transmission of Non-Cable Services pursuant to authority granted by the State of Washington and federal law;

WHEREAS, the FTTP Network will occupy the Public Rights-of-Way within the City, and Franchisee desires to use portions of the FTTP Network once installed to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the City has identified the future cable-related needs and interests of the City and its community, has considered the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee's plans for its Cable System are adequate, in a full public proceeding affording due process to all parties;

WHEREAS, the City has found Franchisee to be financially, technically and legally qualified to operate the Cable System;

WHEREAS, the City has determined that the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the City and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the City's grant of a franchise to Franchisee, Franchisee's promise to provide Cable Service to residents of the Franchise Area of the City pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE PARTIES DO HEREBY AGREE AS FOLLOWS:

## 1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Franchisee shall make available to the City without charge for non-commercial Educational or Governmental use for the transmission of video programming as directed by the City, or its designees, as applicable.

1.2. *Additional Service Area*: Shall mean any such portion of the Service Area added pursuant to Section 3.1.3 of this Agreement.

1.3. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.4. *Basic Service*: Any service tier, which includes the retransmission of local television broadcast signals as well as the EG Channels required by this Franchise.

1.5. *Cable Operator*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(5), but does not include direct broadcast satellite providers.

1.6. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.7. *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7). The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Franchise Area and shall not include the tangible network facilities of a common carrier subject in whole or in part to Title II of the Communications Act or of an Information Services provider.

1.8. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.9. *City*: The City of Marysville or the lawful successor, transferee, or assignee thereof.

1.10. *Communications Act*: The Communications Act of 1934, as amended by, among other things, the Cable Communications Policy Act of 1984, the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996 as it may be further amended from time to time.

1.11. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

1.12. *Educational Access Channel*: An Access Channel available for the use solely of the local public schools in the Franchise Area.

1.13. *EG*: Educational and Governmental.

1.14. *Extended Service Area*: The portion of the Franchise Area as outlined in Exhibit A.

1.15. *FCC*: The United States Federal Communications Commission or successor governmental entity thereto.

1.16. *Force Majeure*: Force Majeure is an event or events reasonably beyond the ability of Franchisee to anticipate and control, such as:

(a) severe or unusual weather conditions, fire, flood, or other acts of God, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy;

(b) actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible or work delays caused by waiting for other utility providers to service or monitor utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary; and

(c) telephone network outages only when such outages are outside the control of Franchisee.

1.17. *Franchise Area*: The incorporated area (entire existing territorial limits) of the City and such additional areas as may be included in the corporate (territorial) limits of the City during the term of this Franchise.

1.18. *Franchisee*: Verizon Northwest Inc., and its lawful and permitted successors, assigns and transferees.

1.19. *Government Access Channel*: An Access Channel available for the use solely of the City.

1.20. *Gross Revenue*: All revenue, including any and all cash, credits, property, or consideration of any kind, as determined in accordance with generally accepted accounting principles, which is earned or derived by Franchisee and/or its Affiliates, received from Franchisee's provision of Cable Service over the Cable System in the Franchise Area. Gross Revenue shall be reported to the City using the "accrual method" of accounting. Gross Revenue shall include, but may not be limited to, the following items so long as all other Cable Operators in the Service Area include the same in Gross Revenues for purposes of calculating franchise fees:

(a) fees charged for Basic Service;

(b) fees charged to Subscribers for any service tier other than Basic Service;



- (c) fees charged for premium Channel(s), e.g. HBO, Cinemax, or Showtime;
- (d) fees charged to Subscribers for any optional, per-channel, or per-program services;
- (e) charges for installation, additional outlets, relocation, disconnection, reconnection, and change-in-service fees for video or audio programming;
- (f) fees for downgrading any level of Cable Service programming;
- (g) fees for service calls;
- (h) fees for leasing of Channels;
- (i) rental of customer equipment, including converters (e.g. set top boxes, high definition converters, and digital video recorders) and remote control devices;
- (j) advertising revenue as set forth herein;
- (k) revenue from the sale or lease of access Channel(s) or Channel capacity;
- (l) revenue from the sale or rental of Subscriber lists;
- (m) revenues or commissions received from the carriage of home shopping channels;
- (n) fees for any and all music services that are deemed to be a Cable Service over a Cable System;
- (o) revenue from the sale of program guides;
- (p) late payment fees;
- (q) forgone revenue that Franchisee chooses not to receive in exchange for trades, barbers, services, or other items of value;
- (r) revenue from NSF check charges;
- (s) revenue received from programmers as payment for programming content cablecast on the Cable System; and
- (t) Franchise fees hereunder.

Advertising commissions paid to independent third parties shall not be deducted from advertising revenue included in Gross Revenue. Advertising revenue is based upon the ratio of the number of Subscribers as of the last day of the period for which Gross Revenue is being calculated to the number of Franchisee's Subscribers within all areas covered by the particular advertising source as of the last day of such period, e.g., Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Washington. Franchisee has 100 Subscribers in the Franchise Area, 500 Subscribers in Washington, and 1,000 Subscribers nationwide. Gross Revenue as to the City from Ad "A" is 10% of Franchisee's revenue

therefrom. Gross Revenue as to the City from Ad "B" is 20% of Franchisee's revenue therefrom.

Notwithstanding the foregoing, Gross Revenue shall not include:

1.20.1. Revenues received by any Affiliate or other Person from Franchisee in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System in the Franchise Area;

1.20.2. Bad debts written off by Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.20.3. Refunds, rebates, or discounts made to Subscribers or other third parties;

1.20.4. Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from: Telecommunications Services; Information Services, including without limitation Internet Access services; and any other revenues attributed to Non-Cable Services in accordance with applicable federal and state laws or regulations;

1.20.5. Any revenue of Franchisee or any Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, except for home shopping commissions paid to Franchisee;

1.20.6. The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

1.20.7. The imputed value of the provision of Cable Services to customers on a complimentary basis including, without limitation, the provision of Cable Services to public buildings as required or permitted herein;

1.20.8. Any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal, or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and non-cable franchise fees and revenue);

1.20.9. Any forgone revenue that Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable services to any Person, including without limitation, the City, employees of Franchisee and any public institutions or other institutions designated in the Agreement; provided, however, that such forgone revenue that Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value in place of cash consideration shall be included in Gross Revenue;

1.20.10. Sales of capital assets or sales of surplus equipment;

1.20.11. Reimbursement by programmers of marketing costs incurred by Franchisee for the introduction of new programming pursuant to a written marketing agreement;

1.20.12. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; or

1.20.13. Any fees or charges collected from Subscribers or other third parties for the EG Grant.

1.21. *Information Service*: Shall be defined herein as it is defined under Title I Section 3 of the Communications Act, 47 U.S.C. §153(20).

1.22. *Initial Service Area*: The portion of the Franchise Area as outlined in Exhibit A.

1.23. *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.24. *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

1.25. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity (excluding the City).

1.26. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the City. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.27. *Service Area*: All portions of the Franchise Area where Cable Service is being offered, including the Initial Service Area, Extended Service Area, and any Additional Service areas.

1.28. *Service Date*: The date that the Franchisee first provides Cable Service on a commercial basis directly to multiple Subscribers in the Franchise Area. The Franchisee shall memorialize the Service Date by notifying the City in writing of the same, which notification shall become a part of this Franchise.

1.29. *Service Interruption*: The loss of picture or sound on one or more cable channels.

1.30. *Subscriber*: A Person, or the City, who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.31. *Telecommunications Facilities*: Franchisee's existing Telecommunications Service and Information Service facilities and its FTTP Network facilities.

1.32. *Telecommunications Service*: Shall be defined herein as it is defined under Title I Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.33. *Title II*: Title II of the Communications Act.

1.34. *Title VI*: Title VI of the Communications Act.

1.35. Transfer of the Franchise:

1.35.1. Any transaction in which:

1.35.1.1. an ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.35.1.2. the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

1.35.2. However, notwithstanding Sub-sections 1.35.1.1 and 1.35.1.2 above, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.36. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

## 2. **GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Communications Act, the City hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *City Does Not Regulate Telecommunications Under This Franchise*: The City's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance or operation of the Franchisee's FTTP Network to the extent the FTTP Network is constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. Nothing in this Agreement shall affect any City authority to adopt and enforce lawful regulations with respect to Franchisee's Telecommunications Facilities in the Public Rights of Way.

2.3. *Term:* This Franchise shall become effective on August 7, 2008 (the "Effective Date"). The term of this Franchise shall be twelve (12) years from the Effective Date unless the Franchise is earlier revoked as provided herein.

2.4. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the City reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise.

2.5. *Franchise Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal and state law as they may be amended, including but not limited to the Communications Act.

2.6. No Waiver:

2.6.1. The failure of the City on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act or any other applicable State or Federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City nor to excuse Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the City from performance, unless such right or performance has been specifically waived in writing.

2.7. Construction of Agreement:

2.7.1. The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.7.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.8. *Police Powers:* In executing this Franchise, the Franchisee acknowledges that its rights hereunder are subject to the lawful police powers of the City. Franchisee agrees to comply with all lawful and applicable general laws and ordinances enacted by the City pursuant to such power. Nothing in the Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the City's police powers. However, if the reasonable, necessary and lawful exercise of the City's police power results in any material alteration of the terms and conditions of this Franchise, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modifications shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-

referenced modification to the Franchise, the parties agree to submit the matter to mediation. The matter submitted to mediation shall be limited to what effect, if any, the City's exercise of police powers has on the terms of the Franchise. In the event mediation does not result in an agreement, then the Franchisee may terminate this Agreement without further obligation to the City or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (but not necessarily administered by the American Arbitration Association) or as otherwise mutually agreed by the parties.

### 3. PROVISION OF CABLE SERVICE

#### 3.1. Service Area:

3.1.1. *Initial Service Area:* Franchisee shall offer Cable Service to significant numbers of Subscribers in residential areas of the Initial Service Area and may make Cable Service available to businesses in the Initial Service Area, within twelve (12) months of the Service Date of this Franchise, and shall offer Cable Service to all residential areas in the Initial Service Area within thirty (30) months of the Service Date of the Franchise, except: (A) for periods of Force Majeure; (B) for periods of delay caused by City; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot access under reasonable terms and conditions after good faith negotiation, as determined by Franchisee; and (F) in developments or buildings that Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis; and (G) in areas where the occupied residential household density does not meet the density requirements set forth in Sub-section 3.1.1.1.

3.1.1.1. *Density Requirement:* Franchisee shall make Cable Services available to habitable residential dwelling units in all areas of the Service Area where the average density is equal to or greater than 25 habitable residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line. Should, through new construction, an area within the Initial Service Area or Extended Service Area meet the density requirements after the time stated for providing Cable Service as set forth in Subsections 3.1.1 and 3.1.2 respectively, Franchisee shall provide Cable Service to such area within twelve (12) months of receiving notice from City that the density requirements have been met.

3.1.2. *Extended Service Area:* Within sixty (60) months following the Service Date, Franchisee shall begin providing Cable Service in the Extended Service Area subject to the conditions of Subsection 3.1.1 above and the other terms set forth herein; provided, however, that the Extended Service Area may be modified in whole or in part by Franchisee on 30 days notice to City.

3.1.3. *Additional Service Areas:* Except for the Initial Service Area, and any Extended Service Area, Franchisee shall not be required to extend its Cable System or to provide Cable Services to any other areas within the Franchise Area during the term of this

Franchise or any renewals thereof. If Franchisee desires to add Additional Service Areas within the Franchise Area, Franchisee shall notify City in writing of such Additional Service Area at least ten (10) days prior to providing Cable Services in such areas.

3.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1 and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. Franchisee shall not deny access to Cable Services to any group of potential residential Subscribers because of the income of the residents of the local area in which the group resides. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred twenty five (125) feet of trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred twenty five (125) feet and actual costs incurred to connect any non-residential Subscriber.

3.3. *Cable Service to Municipal and Public Buildings:* Subject to 3.1, Franchisee shall provide, without charge within the Service Area, one service outlet activated for Basic Service to City Hall at 1049 State Avenue. Franchisee shall be entitled to recover the direct cost of installing, if requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than one hundred twenty five (125) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, under this Subsection, if any, shall be replaced at retail rates if lost, stolen or damaged due to the negligence, or other wrongful acts, of the City.

3.3.1. In addition to the location designated in Exhibit B, Franchisee shall provide, without charge, within the Service Area, one (1) service outlet activated for Basic Service to three (3) additional public schools and public libraries, and such other buildings used for municipal purposes over the life of the contract at a location as mutually agreed upon by the parties subject to all conditions set forth in this Section 3.3.

3.3.2. Notwithstanding the foregoing, Franchisee shall not be required to provide Cable Service to any building set forth in Exhibit B until a reasonable period of time after Franchisee serves the applicable portion of the Service Area with its Title II FTTP Network, and the applicable wire center serving such building is video enabled.

#### 4. **FTTP NETWORK OPERATION**

The parties recognize that Franchisee's FTTP Network is being constructed and will be operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities. The jurisdiction of the City over such Telecommunications Facilities is restricted by federal and state law, and the City does not and will not assert jurisdiction over Franchisee's FTTP Network in contravention of those limitations.

## 5. SYSTEM FACILITIES

5.1. *System Characteristics*: Franchisee's Cable System shall be designed to be an active two-way plant for subscriber interaction, if any, required for selection or use of Cable Service.

5.2. *Interconnection*: The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

5.3. *Emergency Alert System*: Franchisee shall comply with the Emergency Alert System ("EAS") requirements of applicable federal or state laws or regulations in order that emergency messages may be distributed over the System.

## 6. EG SERVICES

### 6.1. EG Set Aside:

6.1.1. In order to ensure local availability of educational and government programming, Franchisee shall provide on the Basic Service Tier a total of two channels dedicated to Educational and Governmental Access (collectively, "EG Channels").

6.1.2. The type of programming to be carried on each of the EG Channels set aside by Franchisee is reflected in Exhibit C. City hereby authorizes Franchisee to transmit such programming within and without City jurisdictional boundaries. Franchisee specifically reserves its right to make or change channel assignments in its sole discretion. If an EG Channel provided under this Article is not being utilized by the City, Franchisee may utilize such EG Channel, in its sole discretion, until such time as City elects to utilize the EG Channel for its intended purpose.

6.1.3. *Reserve Access Channel*: The City may require Franchisee to provide one (1) additional Access Channel when either Access Channel meets the criteria set forth below and such additional Access Channel is carried by all other Cable Operators in the Service Area. Upon Franchisee's request, a public hearing will be conducted regarding the need for additional capacity. The City may activate the reserved Access Channel subject to the following conditions:

6.1.3.1. The City may activate the Reserve Channel during the Term by providing the Franchisee with written notice of the need for additional Access Channel capacity at least one hundred eighty (180) days prior to the date it intends to activate the Reserve Channel, demonstrated by a programming schedule for EG programming on the existing Government or Educational Access Channel, as applicable, consisting of at least six (6) hours per day, which programming for purposes of this calculation shall not include repeat or character-generated programming. Such written notice shall authorize the Franchisee to transmit the Reserve Channel within and outside of the City.



6.1.3.2. The City shall require all Cable Operators within the Franchise Area to provide a similar additional Access Channel; and

6.1.3.3. In the event the origination point is one of the EG Origination Sites as defined below, Franchisee will provide the reserved Access Channel within one hundred eighty (180) days following the City's written request and verification of compliance with each of the foregoing conditions and those specified in Section 6.2. If the origination point is not one of the EG Origination Sites, the timing of the availability and other conditions will be by mutual agreement of the parties. In no event shall the origination point be a new one located outside of the Service Area.

6.1.4. The City shall require all local producers and users of any of the EG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the City, from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of an EG facility or Channel. City shall establish rules and regulations for use of EG facilities, consistent with, and as required by, 47 U.S.C. §531.

## 6.2. EG Connections:

6.2.1. The City shall provide and ensure a suitable video signal for the EG Channels to Franchisee at the locations set forth in Exhibit C (the "EG Origination Sites"). The Franchisee's obligations under this Article 6, including its obligation to provide upstream equipment and facilities necessary to transmit signals, shall be subject to the provision by the City, without charge to the Franchisee, of: (1) access to the EG Origination Site facilities; (2) access to any required EG equipment within the EG Origination Site facilities and suitable required space, environmental conditions, electrical power supply, access, and pathways within the EG Origination Site facilities; (3) video signals in a mutually agreed upon format suitable for EG Access Channel programming; (4) any third-party consent that may be necessary to transmit EG signals (including, without limitation, any consent that may be required with respect to third-party facilities, including the facilities of the incumbent cable provider, used to transmit EG content to the EG Origination Sites from auxiliary locations); and (5) any other cooperation and access to facilities as are reasonably necessary for the Franchisee to fulfill the obligations stated herein. To the extent a suitable video signal is provided to Franchisee and the foregoing conditions are met, Franchisee shall, within one hundred eighty (180) days of the Service Date or provision of a suitable video signal, whichever is later, provide, install, and maintain in good working order the equipment necessary for transmitting the EG signal to Subscribers.

## 6.3. EG Grant:

6.3.1. Franchisee shall provide a grant to the City to be used in support of the production of local EG programming (the "EG Grant"). Such grant shall be used by the City, for EG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of EG access facilities. Franchisee agrees that the EG Grant shall in no way modify or otherwise affect the Franchisee's obligation to pay franchise fees.

6.3.2. The EG Grant provided by Franchisee hereunder shall be the sum of \$0.75, per month, per Subscriber in the Service Area to Franchisee's Basic Service Tier, so long as all other cable operators provide the same amount. The per subscriber amount of the EG Grant may be reduced by actions of the City. The City will give Franchisee 60 days notice of such a reduction. The EG Grant payment, along with a brief summary of the information upon which it is based, shall be delivered to the City in quarterly installments no later than thirty (30) days following the end of each calendar quarter during the Franchise Term. Calculation of the EG Grant will commence with the first calendar month during which Franchisee obtains its first Subscriber in the Service Area.

6.3.3. The City shall provide Franchisee with a complete accounting annually of the distribution of funds granted pursuant to this Section 6.3.

6.3.4. *Interest Charge on Late Payments.* If any quarterly EG Grant payment due under this Franchise remains unpaid after the due date ("EG Grant Past Due Amounts"), Franchisee shall pay the City interest on such EG Grant Past Due Amounts in addition to the EG Grant Past Due Amounts. The interest shall accrue on the EG Grant Past Due Amounts from the due date until it is paid in full ("EG Grant Period of Delinquency"). Franchisee shall pay the City interest at a rate per annum equal to the highest Bank Prime Rate plus one percent (1%) during the EG Grant Period of Delinquency. The "Bank Prime Rate" shall mean the prime lending rate as it appears in *The Wall Street Journal* during the EG Grant Period of Delinquency. The City's acceptance of payment shall not be construed as an agreement that the amount paid was correct.

6.4. To the extent permitted by federal law, the Franchisee shall be allowed to recover the costs of the EG Grant, and any other costs arising from the provision of EG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the forgoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

## 7. FRANCHISE FEES

7.1. *Payment to City:* Franchisee shall pay to the City a Franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than thirty (30) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise fee remittances within 90 days following the close of the calendar year for which such payments were applicable.

7.2. *Supporting Information:* Each Franchise fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation, an example of which is provided in Exhibit D. No later than one hundred twenty (120) days after the end of each calendar year, Franchisee shall furnish to the City an annual summary of Franchise fee calculations.

7.3. *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due.

7.4. *Bundled Services:* If Cable Services subject to the Franchise fee required under this Article 7 are provided to Subscribers in conjunction with Non-Cable Services, the Franchise fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with applicable federal or state laws, rules, regulations, or public utility regulation commission, regulations, standards or orders.

7.5. *Interest Charge on Late Payments.* If any quarterly Franchise fee payment due under this Franchise remains unpaid after the due date ("Franchise Fee Past Due Amounts"), Franchisee shall pay the City interest on such Franchise Fee Past Due Amounts in addition to the Franchise Fee Past Due Amounts. The interest shall accrue on the Franchise Fee Past Due Amounts from the due date until it is paid in full ("Franchise Fee Period of Delinquency"). Franchisee shall pay the City interest at a rate per annum equal to the highest Bank Prime Rate plus one percent (1%) during the Franchise Fee Period of Delinquency. The "Bank Prime Rate" shall mean the prime lending rate as it appears in *The Wall Street Journal* during the Franchise Fee Period of Delinquency. The City's acceptance of payment shall not be construed as an agreement that the amount paid was correct, nor shall acceptance be construed as a release of any claim which the City may have for additional sums due under provisions of this Section 7.

7.6. *Alternative Fees:* In the event that Franchise Fees are prohibited by any law or regulation, Franchisee agrees to pay any substitute fee or amount allowed by law up to a maximum amount of five percent (5%) of Gross Revenues, so long as the substitute fee is imposed on all other Cable Operators in the Franchise Area and Franchisee is given thirty (30) days notice of the substitute fee by the City.

7.7. *EG Grant and Franchise Grant Not Franchise Fees:* Franchisee agrees that the EG Grant and Franchise Grant set forth in Sections 6 and 14 respectively, shall in no way modify or otherwise affect Franchisee's obligation to pay Franchise Fees to the City. Franchisee agrees that although the sum of Franchise Fees and the EG Grant and Franchise Grant may total more than five percent of Franchisee's Gross Revenues in any twelve-month period, the additional commitments are not to be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise.

7.8. *No Limitation on Taxing Authority:* Nothing in this Franchise shall be construed to limit any authority of the City to impose any tax, fee, or assessment of general applicability. Nothing in this Franchise is intended to preclude Franchisee from exercising any right it may have to challenge the lawfulness of any tax, fee, or assessment imposed by the City or

any state or federal agency or authority, or intended to waive any rights the Franchisee may have under 47 U.S.C. § 542.

## 8. CUSTOMER SERVICE

Customer Service Standards are set forth in Exhibit E, which shall be binding unless amended by written consent of the parties.

## 9. REPORTS AND RECORDS

9.1. *Open Books and Records*: Upon no less than thirty (30) business days written notice to the Franchisee, the City shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during normal business hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the City. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than six (6) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. The City shall treat any information disclosed by Franchisee as confidential and only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof, or to comply with state law requirements. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

### 9.2. *Audit of Franchise Fee Payments.*

9.2.1. City may audit or conduct a franchise fee review of Franchisee's books and records no more than once every three (3) years during the Term. All records reasonably necessary for any such audit shall be made available by Franchisee to City.

9.2.2. Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that Franchisee underpaid the franchise fees by five percent (5%) or more, then Franchisee shall pay the reasonable, documented, out-of-pocket costs of the audit up to ten thousand dollars (\$10,000).

9.2.3. If the results of an audit indicate an underpayment or overpayment of franchise fees, the parties agree that any undisputed underpayment or overpayment shall be paid or offset against future payments if applicable, to the proper party within forty-five (45) days.

9.2.4. Any audit shall be conducted by an independent third party. Any entity employed by the City that performs the audit or franchise fee review shall not be permitted to be compensated on a success based formula e.g. payment based on an underpayment of fees, if any.

9.2.5. Notwithstanding the provisions in Subsection 9.2, City shall not be entitled to audit Franchisee unless all other cable operators in the Service Area are also subject to an audit requirement or Franchise fee review.

9.3. *Records Required:* Franchisee shall at all times maintain:

9.3.1. Records of all written complaints for a period of three (3) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

9.3.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.3.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

9.3.4. Records of installation/reconnection and requests for service extension for a period of three years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

9.3.5. A map showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.

## 10. **INSURANCE AND INDEMNIFICATION**

10.1. Insurance:

10.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage:

10.1.1.1. Commercial General Liability Insurance in the amount of two million dollars (\$2,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System and the conduct of Franchisee's Cable Service business in the City.

10.1.1.2. Automobile Liability Insurance in the amount of two million dollars (\$2,000,000) combined single limit for bodily injury and property damage.

10.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the State of Washington.

10.1.1.4. Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; and C) Bodily Injury by Disease: \$500,000 policy limit.

10.1.1.5. Umbrella/Excess Liability Insurance in the amount of five million dollars (\$5,000,000) combined single limit.

10.1.2. The City shall be included as additional insured under each of the insurance policies required in this Article 10 except Worker's Compensation and Employer's Liability Insurance.

10.1.3. Franchisee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Agreement.

10.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Washington, with an A.M. Best Financial Strength rating of A- or better.

10.1.5. Franchisee shall deliver to City Certificates of Insurance showing evidence of the required coverage.

10.1.6. The limits required above may be satisfied with a combination of primary and excess coverage.

## 10.2. Indemnification:

10.2.1. Franchisee agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, agents, boards and employees, from and against any liability, damages or claims, settlements approved by Franchisee pursuant to Subsection 10.2.2 or judgments, arising out of, or resulting from, the Franchisee's activities pursuant to this Franchise, provided that the City shall give Franchisee timely written notice of its obligation to indemnify the City so as to cause no material prejudice to Franchisee's defense of such claims. Notwithstanding the foregoing, Franchisee shall not indemnify the City, for any damages, liability or claims resulting from the willful misconduct, negligence, or breach of obligation of the City, its officers, agents, employees, attorneys, consultants, or independent contractors, for which the City is legally responsible, or for any activity or function conducted by any Person other than Franchisee in connection with EG Access or EAS.

10.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 10.2.1, Franchisee shall provide the defense of any claims or actions brought against the City by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the City, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the City from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the City, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the City, and the third party is willing to accept the settlement, but the

City does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the City shall in no event exceed the amount of such settlement.

#### 11. TRANSFER OF FRANCHISE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of the Franchise shall occur without the prior written consent of the City, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or otherwise for transactions otherwise excluded under Section 1.35 above.

#### 12. RENEWAL OF FRANCHISE

12.1. The City and Franchisee agree that any proceedings undertaken by the City that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

12.2. In addition to the procedures set forth in said Section 626 of the Communications Act, the City shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. The City further agrees that such assessments shall be provided to Franchisee promptly so that Franchisee has adequate time to submit a proposal under 47 U.S.C § 546 and pursue renewal of the Franchise prior to expiration of its term.

12.3. Notwithstanding anything to the contrary set forth herein, Franchisee and the City agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the City and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the City may grant a renewal thereof.

12.4. Franchisee and the City consider the terms set forth in this Article 12 to be consistent with the express provisions of 47 U.S.C. § 546.

#### 13. ENFORCEMENT AND TERMINATION OF FRANCHISE

13.1. *Creation of Security Fund:* Within sixty (60) days following the Effective Date of this Agreement, Franchisee shall establish and provide to City a security fund ("Security Fund") as security for the faithful performance by Franchisee of all material provisions of this Agreement. The Security Fund shall be in the amount of Ten Thousand Dollars (\$10,000) and shall be in the form of an irrevocable letter of credit, with any interest distributable to Franchisee.

13.2. *Amount of Security Fund:* Franchisee shall maintain the Security Fund at the Ten Thousand Dollar (\$10,000) level throughout the term of this Agreement; provided that Franchisee shall replenish the Security Fund no more often than once annually.

13.3. *Notice of Violation:* If at any time the City believes that Franchisee has not complied with the terms of the Franchise, the City shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the City shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice").

13.4. *Franchisee's Right to Cure or Respond:* Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the City, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the City of the steps being taken and the date by which the cure is projected to be completed. Upon cure of any noncompliance, City shall provide written confirmation that such cure has been effected.

13.5. *Public Hearing.* The City shall schedule a public hearing if the City seeks to continue its investigation into the alleged noncompliance in the event that: (1) Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (2) in the event that Franchisee has not remedied the alleged noncompliance within thirty (30) days. The City shall provide Franchisee at least thirty (30) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

13.6. *Enforcement:* Subject to applicable federal and state law, in the event the City, after the public hearing set forth in Section 13.5, determines that Franchisee is in default of any provision of this Franchise, the City may:

13.6.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

13.6.2. Commence an action at law for monetary damages or seek other equitable relief; or

13.6.3. In the case of a substantial material default of the Franchise, seek to revoke the Franchise in accordance with Section 13.8.

13.7. *Liquidated Damages:* In the event that the City finds that an alleged violation continues to exist and that Franchisee has not corrected the same in a satisfactory manner or has not diligently pursued correction of such violation, Franchisee agrees that the City may recover liquidated damages from Franchisee in the amounts set forth below following the notice and opportunity to cure provisions set forth in Section 13.4 above. Notwithstanding the foregoing, if Franchisee disputes the assessment of any liquidated damages hereunder, Franchisee may request and the City agrees to schedule a public hearing with regard to such dispute. The City shall provide Franchisee with written notice that it intends to elect the liquidated damage remedies set forth herein. Notwithstanding the foregoing, if the City elects to assess liquidated damages pursuant to this Section, such election shall constitute the City's exclusive remedy for the violation for which the liquidated damages were assessed for a period of sixty (60) days; provided, however, once the



City has ceased to assess its liquidated damages remedy as set forth in this Section 13.7, it may pursue other available remedies.

The following liquidated damages shall apply:

For failure to comply with any applicable FCC technical performance standards	\$250 per day for each day the violation continues;
For failure to provide EG Services or Channels to the community as specified in Section 6	\$100 per day for each day the violation continues;
For failure to provide the City with any reports or records required by the Agreement within the time period required	\$50 per day for each day the violation continues;
For violations of the customer service requirements as set forth in Exhibit E	\$100 per day for each day the violation continues; and
For other material breaches or defaults of the terms and conditions of this Franchise	up to \$100 per day for each day the violation continues.

The amount of all liquidated damages per annum shall not exceed fifteen thousand dollars (\$15,000) in the aggregate. All similar violations or failures arising from the same factual events affecting multiple subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Section 13.4.

13.7.1. *Interest Charge on Late Payments.* If any liquidated damages payment due under this Franchise remains unpaid after the due date (“Liquidated Damages Past Due Amounts”), Franchisee shall pay the City interest on such Liquidated Damages Past Due Amounts in addition to the Liquidated Damages Past Due Amounts. The interest shall accrue on the Liquidated Damages Past Due Amounts from the due date until it is paid in full (“Liquidated Damages Period of Delinquency”). Franchisee shall pay the City interest at a rate per annum equal to the highest Bank Prime Rate plus one percent (1%) during the Liquidated Damages Period of Delinquency. The “Bank Prime Rate” shall mean the prime lending rate as it appears in *The Wall Street Journal* during the Liquidated Damages Period of Delinquency. The City’s acceptance of payment shall not be construed as an agreement that the amount paid was correct.

13.8. *Revocation:* Should the City seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 13.5,

the City shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The City shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

13.8.1. At the designated hearing, Franchisee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the testimony of persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing, with the costs of the preparation of the verbatim record and transcript to be shared equally by the parties.

13.8.2. Following the public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter the City shall determine (i) whether an event of default has occurred; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The City shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to affect any cure. If the City determines that the Franchise shall be revoked, the City shall promptly provide Franchisee with a written decision setting forth its reasoning. Franchisee may appeal such determination of the City to an appropriate court. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within thirty (30) days of Franchisee's receipt of the determination of the franchising authority.

13.8.3. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

13.9. *Franchisee Termination:* Franchisee shall have the right to terminate this Franchise and all obligations hereunder within ninety (90) days after the end of three (3) years from the Service Date of this Franchise, if at the end of such three (3) year period Franchisee does not then in good faith believe it has achieved a commercially reasonable level of Subscriber penetration on its Cable System. Franchisee may consider subscriber penetration levels outside the Franchise Area, but within the greater Puget Sound metropolitan area, in this determination. Notice to terminate under this Section 13.9 shall be given to the City in writing, with such termination to take effect no sooner than one hundred and twenty (120) days after giving such notice. Franchisee shall also be required to give its then current Subscribers not less than ninety (90) days prior written notice of its intent to cease Cable Service operations.

13.10. *Immunities:* The City does not waive any of its immunities under Section 635A of the Communications Act or state law.

#### 14. MISCELLANEOUS PROVISIONS

14.1. *Franchise Grant*: Franchisee shall pay City thirty-two thousand dollars (\$32,000) (the "Franchise Grant"). The Franchise Grant shall be payable sixty (60) days from the Effective Date. To the extent permitted by federal law, Franchisee shall be allowed to recover all or part of this amount from Subscribers and may line-item or otherwise pass-through such amount to Subscribers.

14.2. *Actions of Parties*: In any action by the City or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

14.3. *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

14.4. *Preemption*: In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City or the Franchisee.

14.5. *Force Majeure*: Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

14.6. *Notices*: Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee or address by providing written notice to the other party.

14.6.1. Notices to Franchisee shall be mailed to:

Verizon Northwest Inc.  
Attn: Tim McCallion, President  
112 Lakeview Canyon Road, CA501GA  
Thousand Oaks, CA 91362

14.6.2. with a copy to:

Mr. Jack H. White  
Senior Vice President & General Counsel - Verizon Telecom  
One Verizon Way  
Room VC43E010

Basking Ridge, NJ 07920-1097

14.6.3. Notices to the City shall be mailed to:

City of Marysville  
 Attn: Doug Buell, Community Information Officer  
 1049 State Avenue  
 Marysville, WA 98270

14.7. *Entire Agreement*: This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the City, and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any ordinances or parts of ordinances that conflict with the provisions of this Agreement are superseded by this Agreement.

14.8. *Amendments*: Amendments or modifications to this Franchise shall be mutually agreed to in writing by the parties.

14.9. *Captions*: The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

14.10. *Severability*: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

14.11. *Recitals*: The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

14.12. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the cable system and any capacity used for cable service or otherwise, to the City or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services.

14.13. *No Joint Venture*: Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

14.14. *Independent Review*: City and Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

14.15. *Venue*: The venue for any dispute related to this Franchise shall be in the United States District Court for the Western District of Washington in Seattle, provided it has subject matter jurisdiction; if no jurisdiction exists, then venue shall be in the Superior Court for Snohomish County.

14.16. *Attorneys' Fees*: If any action or suit arises between Franchisee and City for breach of this Franchise, the prevailing party, either the City or Franchisee, as the case may be, shall be entitled to recover all of its reasonable attorneys' fees, costs and expenses in connection therewith along with such other relief as the court deems proper.

14.17. *Singular and Plural*: Except where the context indicates otherwise, words used herein, regardless of the number specifically used, shall be deemed and construed to include any other number, singular or plural as is reasonable in the context.

14.18. *Acceptance*: The signing and return of this Agreement to the City by the Franchisee shall constitute an unconditional acceptance of all the terms and conditions of this Franchise.

**SIGNATURE PAGE FOLLOWS**

AGREED TO THIS 5 DAY OF August, 2008.

City

By: Dennis L Kendall  
Mayor

Verizon Northwest Inc.

By: Tim McCallion  
Tim McCallion, President

FORM APPROVED  
Attorney \_\_\_\_\_  
Date 7/30/08

EXHIBITS

Exhibit A: Service Areas

Exhibit B: Municipal Building to be Provided Free Cable Service

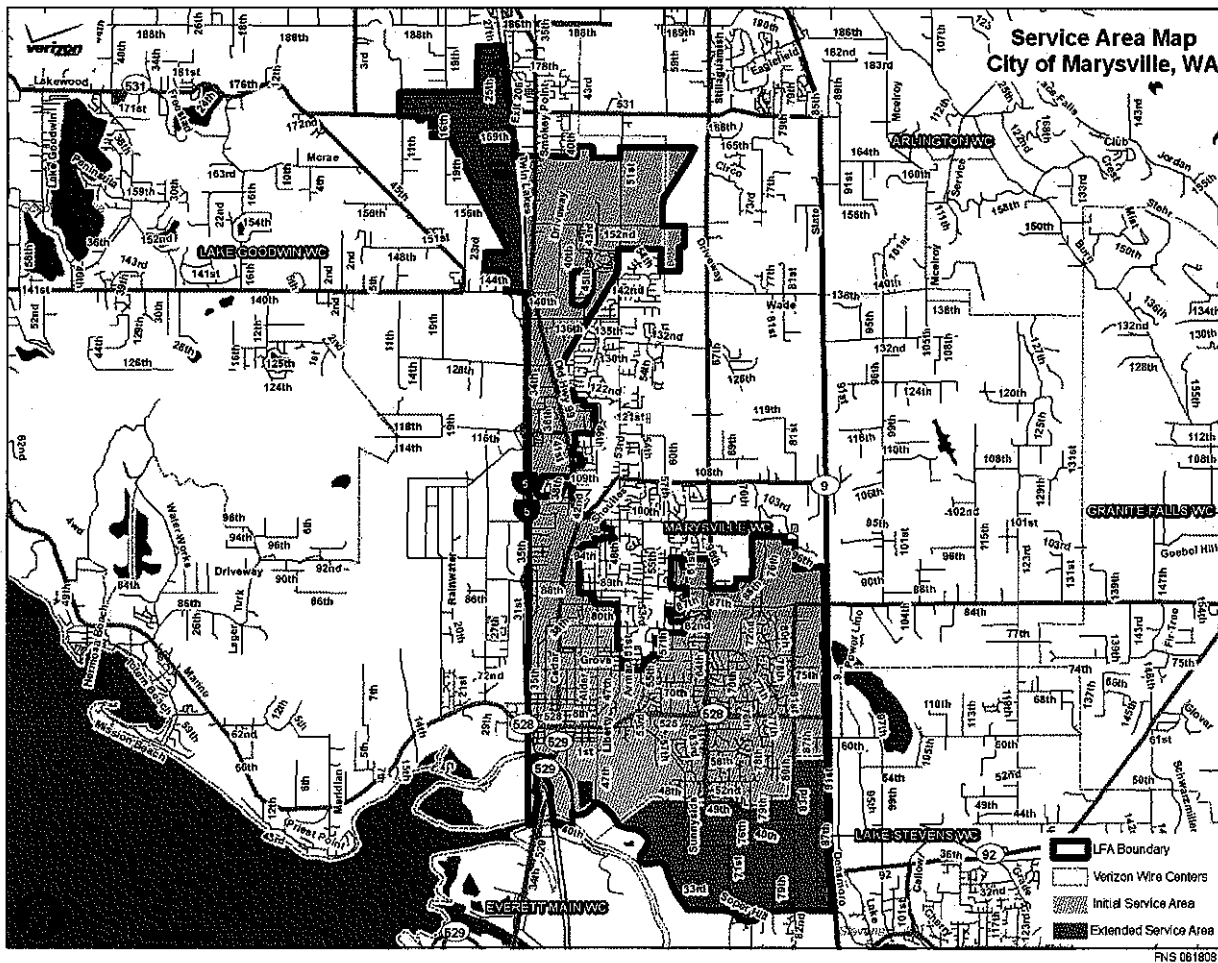
Exhibit C: EG Origination Sites

Exhibit D: Sample Remittance Form

Exhibit E: Customer Service Standards

# EXHIBIT A

## Service Areas



**EXHIBIT B**

**MUNICIPAL BUILDING TO BE PROVIDED FREE CABLE SERVICE**

**Monitoring location:  
1049 State Avenue  
Marysville, WA 98270**



**EXHIBIT C**  
**EG ORIGATION SITES**

**Marysville Government Access Channel**

Origination Address: (Free drop location for EG channel monitoring purposes)  
1049 State Avenue  
Marysville, Washington 98270

**Marysville School District Educational Access Channel**

Origination Address:  
Marysville-Pilchuck High School  
5611 108th St. NE  
Marysville, WA. 98271-8898

**EXHIBIT D  
SAMPLE REMITTANCE FORM**

**Franchise Fee Schedule/Report (Quarter and Year)**

***City of Marysville***

***Verizon - fGTE***

***Washington***

***Franchise Fee Rate:*** 5.00%

	Month 1	Month 2	Month 3	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)	\$0.00	\$0.00	\$0.00	\$0.00
Usage Based Charges (e.g. PayPer View, Installation)	\$0.00	\$0.00	\$0.00	\$0.00
Advertising	\$0.00	\$0.00	\$0.00	\$0.00
Home Shopping	\$0.00	\$0.00	\$0.00	\$0.00
Late Payment	\$0.00	\$0.00	\$0.00	\$0.00
Other Misc. (Leased Access & Other Misc.)	\$0.00	\$0.00	\$0.00	\$0.00
Franchise Fee Billed	\$0.00	\$0.00	\$0.00	\$0.00
Less:				
Bad Debt				
Total Receipts Subject to Franchise Fee Calculation	\$0.00	\$0.00	\$0.00	\$0.00
Franchise Fee Due	\$0.00	\$0.00	\$0.00	\$0.00

Verizon Northwest Inc. is hereby requesting that this information be treated as confidential and proprietary commercial trade secret information and financial statements and not disclosed in accordance with Section XXXX and the Cable Television Franchise Agreement granted to Verizon Northwest Inc. This information is not otherwise readily ascertainable or publicly available by proper means by other persons from another source in the same configuration as provided herein, would cause substantial harm to the competitive position of Verizon in the highly competitive video marketplace if disclosed, is intended to be proprietary confidential business information and is treated by Verizon as such.

## **EXHIBIT E**

### **CUSTOMER SERVICE STANDARDS**

These standards shall, starting six (6) months after the Service Date, apply to Franchisee to the extent it is providing Cable Services over the Cable System in the Franchise area. For the first six (6) months after the Service Date, Franchisee shall use best efforts to comply with the Customer Service Standards provided herein; it being agreed, however, that the City will not impose liquidated damages during this first six (6) month period if Franchisee using best efforts fails to meet the Customer Service Standards.

#### **SECTION 1: DEFINITIONS**

A. **Normal Operating Conditions:** Those service conditions which are within the control of Franchisee, as defined under 47 C.F.R. § 76.309(c)(4)(ii). Those conditions which are not within the control of Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages that are not within the control of the Franchisee, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System.

B. **Respond:** The start of Franchisee's investigation of a Service Interruption by receiving a Subscriber call, and opening a trouble ticket, and begin working, if required.

C. **Service Call:** The action taken by Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. **Service Interruption:** The loss of picture or sound on one or more cable channels.

E. **Significant Outage:** A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

F. **Standard Installation:** Installations where the Subscriber is within one hundred twenty-five (125) feet of trunk or feeder lines.

#### **SECTION 2: TELEPHONE AVAILABILITY**

A. Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service

Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, all other inquiries at least forty-five (45) hours per week. Franchisee representatives shall identify themselves by name when answering this number.

B. Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by Franchisee.

C. Franchisee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.

F. Upon request from the City, but in no event more than once a quarter, forty-five (45) days following the end of each quarter, the Franchisee shall report to the City the following for the applicable call center for the City receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

(1) Percentage of calls answered within thirty (30) seconds as set forth in Subsection 2.D; and

(2) Percentage of time customers received a busy signal when calling the Franchisee's service center as set forth in Subsection 2.E.

Subject to consumer privacy requirements, underlying activity will be made available to the City for review upon reasonable request.

G. At the Franchisee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters one time during the term of this

Agreement. Franchisee shall notify the City of such a change not less than thirty (30) days in advance.

### **SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS**

A. All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after an order is placed if the Optical Network Terminal ("ONT") is already installed on the customer's premises. The Standard Installation shall be performed within fourteen (14) business days where there is no ONT at the time of service order. Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding those requested by the customer outside of these time periods.

C. The Franchisee shall provide the City with a report upon request from the City, but in no event more than once a quarter, noting the percentage of Standard Installations completed within the time periods provided in Section 3.B. Subject to consumer privacy requirements, underlying activity will be made available to the City for review upon reasonable request.

D. At Franchisee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters one time during the term of this Agreement. Franchisee shall notify the City of such a change not less than thirty (30) days in advance.

E. Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At Franchisee's discretion, Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

(1) Franchisee may not cancel an appointment window with a customer after the close of business on the business day prior to the scheduled appointment.

(2) If Franchisee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

F. Franchisee must provide for the pick up or drop off of equipment free of charge in one of the following manners: (i) by having a Franchisee representative going to the Subscriber's residence, (ii) by using a mailer, or (iii) by establishing a local business office within the

Franchise Area. If requested by a mobility-limited customer, the Franchisee shall arrange for pickup and/or replacement of converters or other Franchisee equipment at Subscriber's address or by a satisfactory equivalent.

#### **SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES**

A. Franchisee shall promptly notify the City of any Significant Outage of the Cable Service.

B. Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the City and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage. Notwithstanding the foregoing, Franchisee may perform modifications, repairs and upgrades to the System between 12:01 a.m. and 6 a.m. which may interrupt service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual Subscriber notice.

C. Franchisee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.

D. Under Normal Operating Conditions, Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls about Service Interruptions in the Service Area.

(2) Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the City of a Cable Service problem.

E. Under Normal Operating Conditions, Franchisee shall complete Service Calls within seventy-two (72) hours of the time Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

F. Franchisee shall meet the standard in Subsection E. of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

G. Franchisee shall provide the City with a report upon request from the City, but in no event more than once a quarter, forty-five (45) days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service

Call within the seventy-two (72) hour period as set forth in this Section. Subject to consumer privacy requirements, underlying activity will be made available to the City for review upon reasonable request. At the Franchisee's option, the above measurements and reporting may be changed from calendar quarters to billing or accounting quarters one time during the term of this Agreement. Franchisee shall notify the City of such a change at least thirty (30) days in advance of any implementation.

H. Under Normal Operating Conditions, Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow Franchisee to verify the problem if requested by Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

I. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

J. With respect to service issues concerning Cable Services provided to the City facilities, Franchisee shall Respond to all inquiries from the City within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions and shall diligently pursue to completion. If such repairs cannot be completed within twenty-four (24) hours, Franchisee shall notify the City in writing as to the reason(s) for the delay and provide an estimated time of repair.

#### **SECTION 5: CUSTOMER COMPLAINTS REFERRED BY THE CITY**

Under Normal Operating Conditions, Franchisee shall begin investigating Subscriber complaints referred by the City within seventy-two (72) hours. Franchisee shall notify the City of those matters that necessitate an excess of five (5) business days to resolve, but Franchisee must make all necessary efforts to resolve those complaints within ten (10) business days of the initial complaint. The City may require Franchisee to provide reasonable documentation to substantiate the request for additional time to resolve the problem. Franchisee shall inform the City in writing, which may be by an electronic mail message, of how and when referred complaints have been resolved within a reasonable time after resolution. For purposes of this Section, "resolve" means that Franchisee shall perform those actions, which, in the normal course of business, are necessary to (a) investigate the Customer's complaint; (b) advise the Customer of the results of that investigation; and (c) implement and complete steps to bring resolution to the matter in question.

## **SECTION 6: BILLING**

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills will comply with applicable federal and state laws, and shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items, Franchise fees, taxes and/or other governmental-imposed fees. Franchisee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to Franchisee shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.

C. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Subsection 6.B. above.

D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved, provided that:

- (1) The Subscriber pays all undisputed charges;
- (2) The Subscriber provides notification of the dispute to Franchisee within five (5) days prior to the due date; and
- (3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.
- (4) It shall be within Franchisee's sole discretion to determine when the dispute has been resolved.

E. Under Normal Operating Conditions, Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

F. Franchisee shall provide a telephone number and address clearly and prominently on the bill for Subscribers to contact Franchisee.

G. Franchisee shall forward a copy of any rate-related or customer service-related billing inserts or other mailings related to Cable Service, but not promotional materials, sent to Subscribers, to the City.



H. Franchisee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Franchisee may in the future, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of Franchisee, the payment alternative may be limited.

I. Upon request in writing, the City may request that Franchisee omit the City's name, address and telephone number from Franchisee's bills as permitted by 47 C.F.R. Section 76.952.

## **SECTION 7: DEPOSITS, REFUNDS AND CREDITS**

A. Franchisee may require refundable deposits from Subscribers 1) with a poor credit or poor payment history, 2) who refuse to provide credit history information to Franchisee, or 3) who rent Subscriber equipment from Franchisee, so long as such deposits are applied on a non-discriminatory basis. The deposit Franchisee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit Franchisee may charge for Subscriber equipment is the cost of the equipment which Franchisee would need to purchase to replace the equipment rented to the Subscriber.

B. Franchisee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. Franchisee shall pay interest on deposits if required by law.

C. Under Normal Operating Conditions, refund checks will be issued within the next available billing cycle following the resolution of the event giving rise to the refund, (e.g. equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

E. Bills shall be considered paid when appropriate payment is received by Franchisee or its authorized agent. Appropriate time considerations shall be included in Franchisee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

## **SECTION 8: RATES, FEES AND CHARGES**

A. Franchisee shall not, except to the extent expressly permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to Franchisee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Franchisee equipment incorrectly) or by the

failure of the Subscriber to take reasonable precautions to protect Franchisee's equipment (for example, a dog chew).

B. Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

C. All of Franchisee's rates and charges shall comply with applicable federal and state law. Franchisee shall maintain a complete current schedule of rates and charges for Cable Services on file with the City throughout the term of this Franchise.

### **SECTION 9: DISCONNECTION /DENIAL OF SERVICE**

A. Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless Franchisee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to Franchisee's equipment, abusive and/or threatening behavior toward Franchisee's employees or representatives, or refusal to provide credit history information or refusal to allow Franchisee to validate the identity, credit history and credit worthiness via an external credit agency.

D. Charges for cable service will be discontinued at the time of the requested termination of service by the Subscriber, except equipment charges may be applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by Franchisee. No charge shall be imposed upon the Subscriber for or related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Franchisee equipment or early termination charges apply pursuant to the Subscriber's service contract. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by Franchisee. For purposes of this subsection, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from Franchisee.

### **SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS**

A. Each employee of the Franchisee who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating

his or her employment with the Franchisee. The photograph on the identification card shall prominently show the employee's name and/or identification number. Such employee shall prominently display such identification card and shall show it to all such members of the public. Each employee of any contractor or subcontractor of the Franchisee who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating his or her name, the name of such contractor or subcontractor and the name of the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing Franchisee shall be conducted in a courteous manner.

C. Franchisee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by Franchisee may be referred to the City. A copy of the annual notice required under this Subsection 10.C will be given to the City at least fifteen (15) days prior to distribution to Subscribers.

D. All notices identified in this Section shall be by either:

(1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2) A separate electronic notification.

E. Franchisee shall provide reasonable notice to Subscribers and the City of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of Franchisee. Franchisee shall provide a copy of the notice to the City including how and where the notice was given to Subscribers.

F. Upon request by any Subscriber, Franchisee shall make available a parental control or lockout device to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Franchisee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

G. Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of Franchisee:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program

guides, installation, downgrades, late fees and other fees charged by Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address, and telephone number of the City, but with a notice advising the Subscriber to initially contact Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of Franchisee's office to which complaints may be reported.

A copy of notices required in this Subsection 10.G. will be given to the City at least fifteen (15) days prior to distribution to Subscribers if the reason for notice is due to a change that is within the control of Franchisee and as soon as possible if not within the control of Franchisee.

H. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

I. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the Channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

J. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

K. Franchisee will comply with privacy rights of Subscribers in accordance with applicable federal and state law, including 47 U.S.C. §551.

# *Index #11*

CITY OF MARYSVILLE[ DRAFT]  
Marysville, Washington

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, AMENDING SECTION 2.04.010 OF THE MUNICIPAL CODE  
IN REGARD TO COUNCIL MEETINGS.**

WHEREAS, the City Council has reviewed its procedures and determined that they should be changed due to changed circumstances; and

WHEREAS, section 2.04.010 of the municipal code should be amended to notify the public of the time and date of the Council's meetings.

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

SECTION 1. Amendment. Section 2.04.010 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance 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 word of this ordinance.

SECTION 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

CITY OF MARYSVILLE

By \_\_\_\_\_

JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_

TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_

JON WALKER, CITY ATTORNEY

Date of publication: \_\_\_\_\_

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



# EXHIBIT A

## 2.04.010 When Meetings held.

- (1) The Marysville city council shall hold regular public meetings on the first, second, and fourth Mondays of each month commencing at 7:00 p.m. The meetings on the first Monday of each month shall be a workshop. If there is no business for which a workshop is needed, the workshop meeting may be cancelled. Provided, the city council shall not hold meetings during the month of August and on the third and fourth Mondays of December each year. Meetings shall be held in the council chambers at 1049 State Avenue in Marysville.
- (2) Special meetings may be called by the mayor or any four of the council by written notice delivered to each member of the council at least 24 hours before the time specified for the proposed meeting. Notice will be given as provided in the council's procedures adopted by resolution.
- (3) The city council shall adjourn all meetings at or before 11:00 p.m., except that all workshop meetings shall be adjourned at or before 9:30 p.m.; provided, however, the adjournment time for all meetings may be extended to a later time certain upon approval of a motion by a council member.
- (4) The Marysville Fire District board of directors, of which four directors will be city council members, shall hold regular public meetings on the first and third Wednesdays of each month commencing at 6:00-7:00 p.m. Meetings shall be held in the council chambers at 1049 State Avenue in Marysville.
- (5) All council meetings shall be open to the public except as permitted by Chapter 42 30 RCW.