

Marysville City Council Meeting

November 25, 2019

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

A. Snohomish Health District

Audience Participation

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

Consent

- 1. Approval of the November 6, 2019 Claims in the Amount of \$1,641,817.44 Paid by EFT Transactions and Check Numbers 136115 through 136275 with No Check Numbers Voided.
- 2. Approval of the November 13, 2019 Claims in the Amount of \$946,011.22 Paid by EFT Transactions and Check Numbers 136276 through 136428 with Check Numbers 133871 & 134958 Voided.

Review Bids

Public Hearings

New Business

- 3. Consider Approving the 2020 Transportation Benefit District Projects.
- 4. Consider Approving the Highway 9 Exploratory Well Project, Starting the 45-Day Lien Filing Period for Project Closeout.
- 5. Consider Approving the Professional Services Agreement for the Wastewater Collection System Infiltration & Inflow Evaluation with BHC Consulting, Inc. in the amount of \$140,964.

Marysville City Council Meeting**November 25, 2019****7:00 p.m.****City Hall**

6. Consider Approving the Waste 2 Resources Waste Reduction and Recycling Education Grant Agreement with the Department of Ecology.

7. Consider Approving the South Correctional Entity (SCORE) Interlocal Agreement for Inmate Housing Services.

8. Consider Approving the Snohomish County PUD Electrical Distribution Easement for the Civic Center Project.

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

A Shared Vision for Health

City of Marysville and Snohomish Health District

City Council Presentation
Shawn Frederick, Interim Administrator
Snohomish Health District



Working Together for Marysville



Simpler



Safer

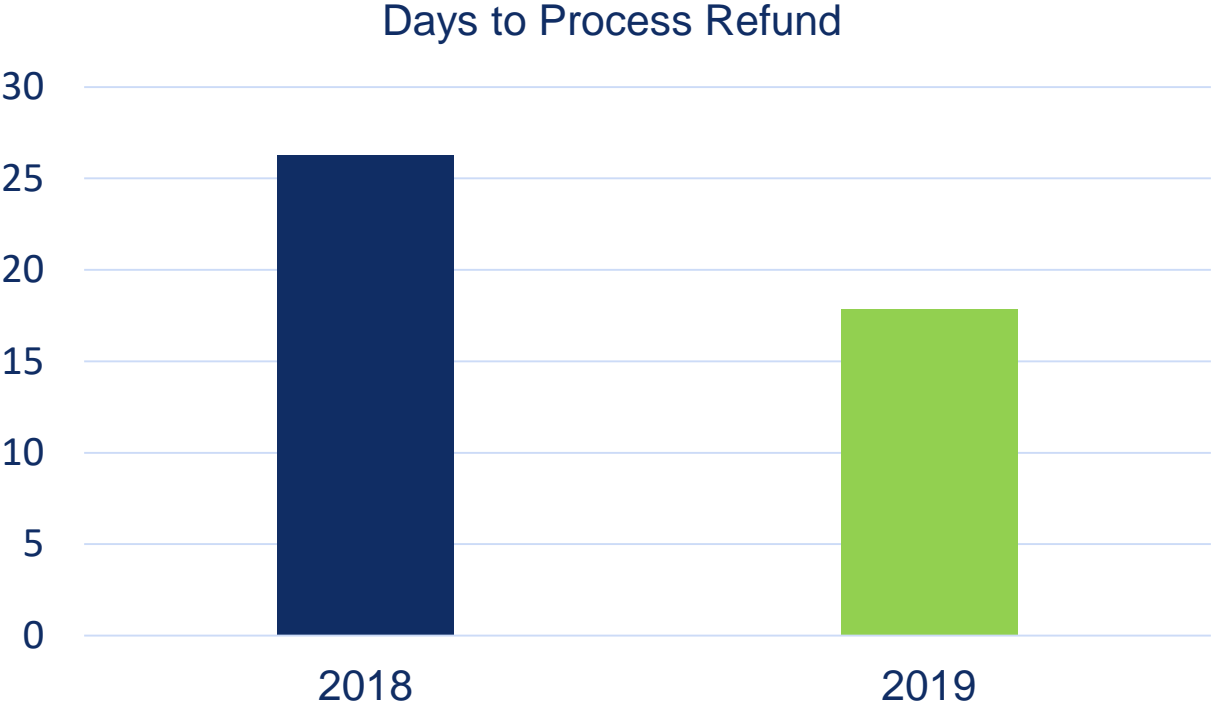


Healthier

Simpler

Faster response times

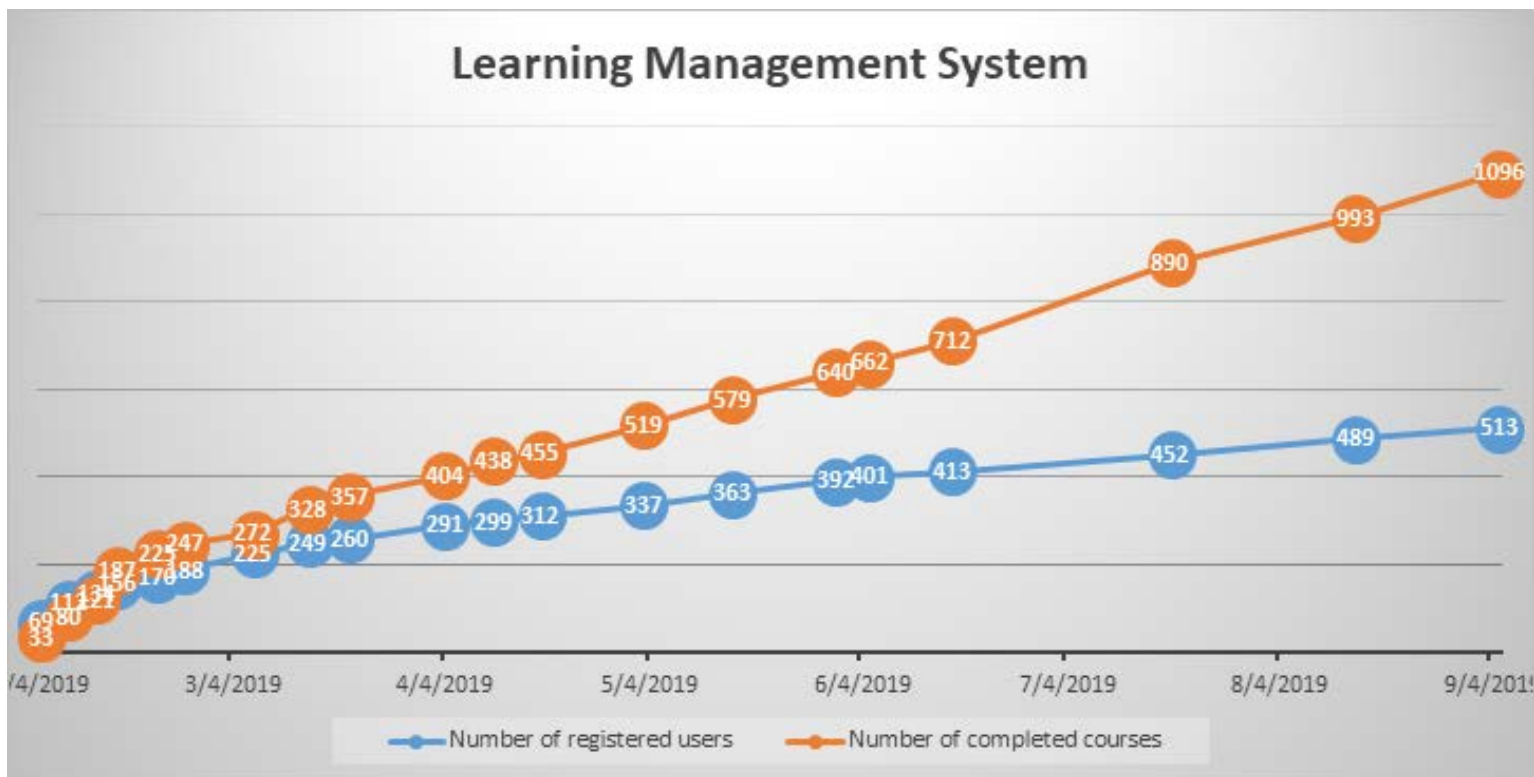
From 2018 to 2019, we reduced the number of days to process a refund from 26 to 18 days.



Simpler

New learning options

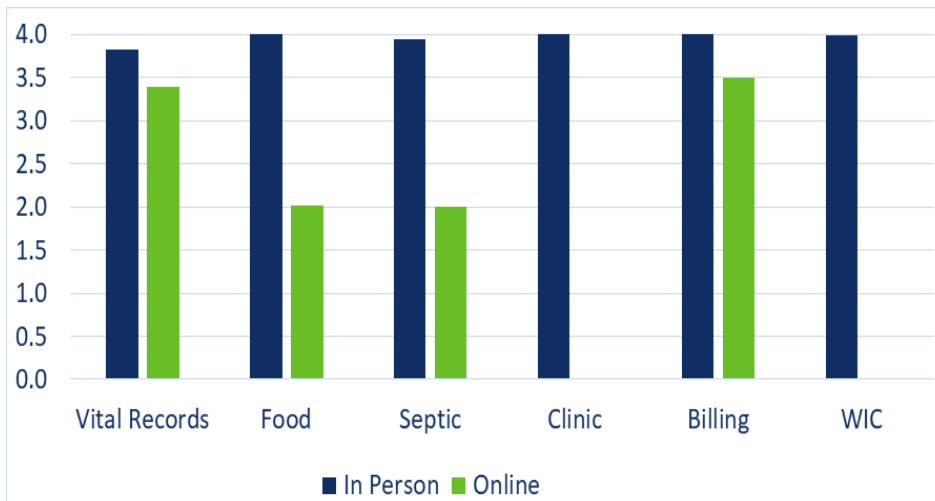
We began offering online classes for child care workers in February 2019. **Nearly 1,100 courses** have been completed through the new system.



Simpler

Customer feedback

We gather customer comments with in-person and online comment cards.



"Always outstanding service. Always able to get any questions I have answered."

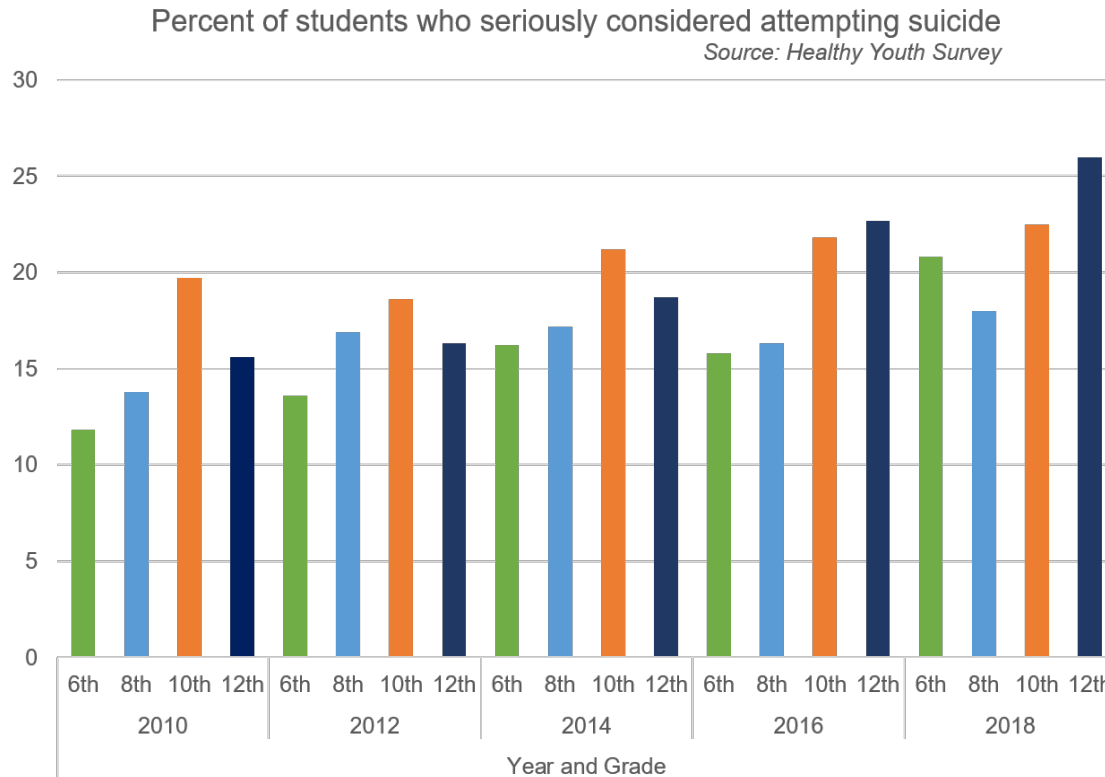
"Every time I come in to this office the staff is ALWAYS very polite and very patient. I wanted to say thank you so much for what you do and the awesome way that you do it."

"Woohoo for your efficient services!"

Safer

Suicide prevention

Suicide is an increasing concern. Our injury prevention specialist has trained about 500 community members on how to prevent suicide. 100 people have been trained in the last six months.



Safer

Food safety

Last year, the Health District:

- Completed **4,510 inspections**
- Received **472 food illness complaints**
- Processed **1,217 permits** for temporary food establishments
- Reviewed **235 plans** for food businesses



Safer

Needle clean-up

Distributed **1,293** free needle clean-up kits.
At the Health District, we've collected roughly **7,600** needles.



Safer

Safe walking routes

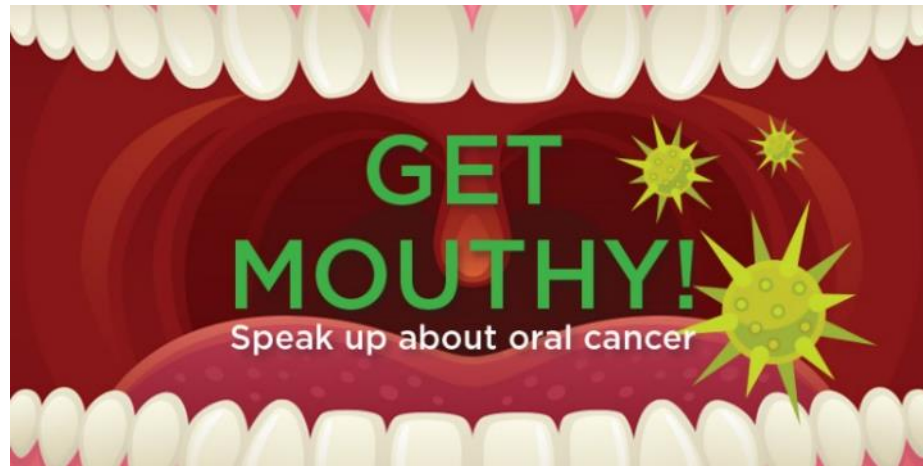
Worked with multiple cities throughout the county to bring in **more than \$1.3 million** in grant money for Complete Streets.



Healthier

Cancer prevention

Presented to about **200 dental providers** on cancers of the mouth and throat, and shared how to prevent these cancers through HPV vaccination..



Healthier

Healthy starts

Last year, **1,090 babies** had help getting a healthy start through our WIC Nutrition Program.



Provided weekly summer programs for groups of elementary students in July and August.



Health District Program **HIGHLIGHTS**

Who We Are

- ✓ Public Health Nurses
- ✓ Disease Investigators
- ✓ Outreach Workers
- ✓ Health Educators
- ✓ Epidemiologists
- ✓ Finance & IT Support
- ✓ Emergency Preparedness Specialists
- ✓ Nutritionists
- ✓ Behavioral Health Specialists
- ✓ Environmental Health Specialists
- ✓ Policy & Government Affairs
- ✓ Customer Service
- ✓ Healthy Communities Specialists

Rebuilding the Agency

- ✓ Online Service Delivery
- ✓ IT Infrastructure
- ✓ Transparency and Accountability

Environmental Health Division



4,500+

Inspections on restaurants, grocery stores, espresso stands, caterers and mobile food vehicles



1,000+

Complaints addressed (food, pools, septic and solid waste)



~500

Permits for pools and spas that we routinely inspect



200+

Public and private schools with kitchen permits and required safety inspections

Prevention Services Division



Provided services to 59 families with Children and Youth with Special Health Care Needs or children with high lead levels



Investigated 273 cases of Sexually Transmitted Diseases



Provided WIC nutrition services to 117 people in August count

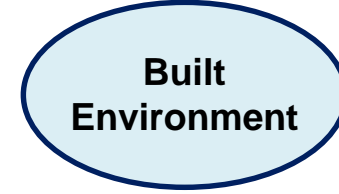
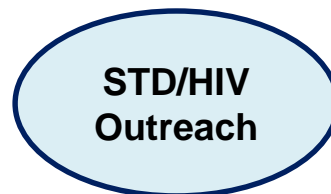
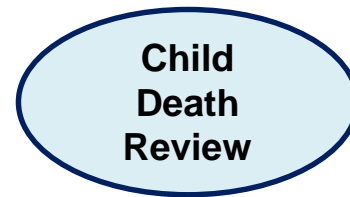
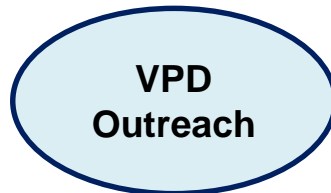
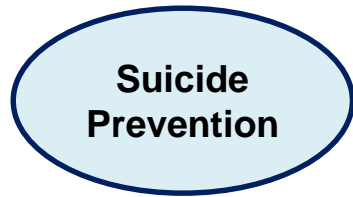
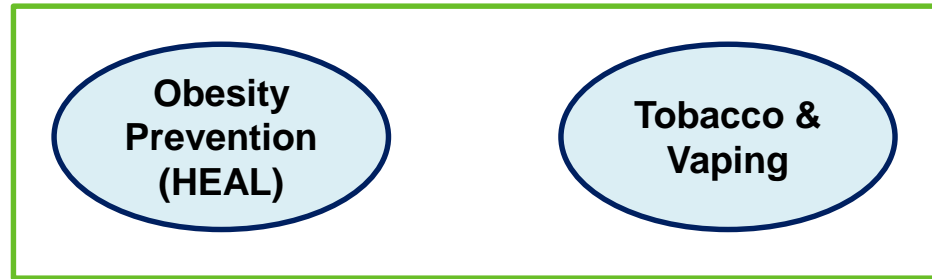


Investigated 35 cases of communicable diseases



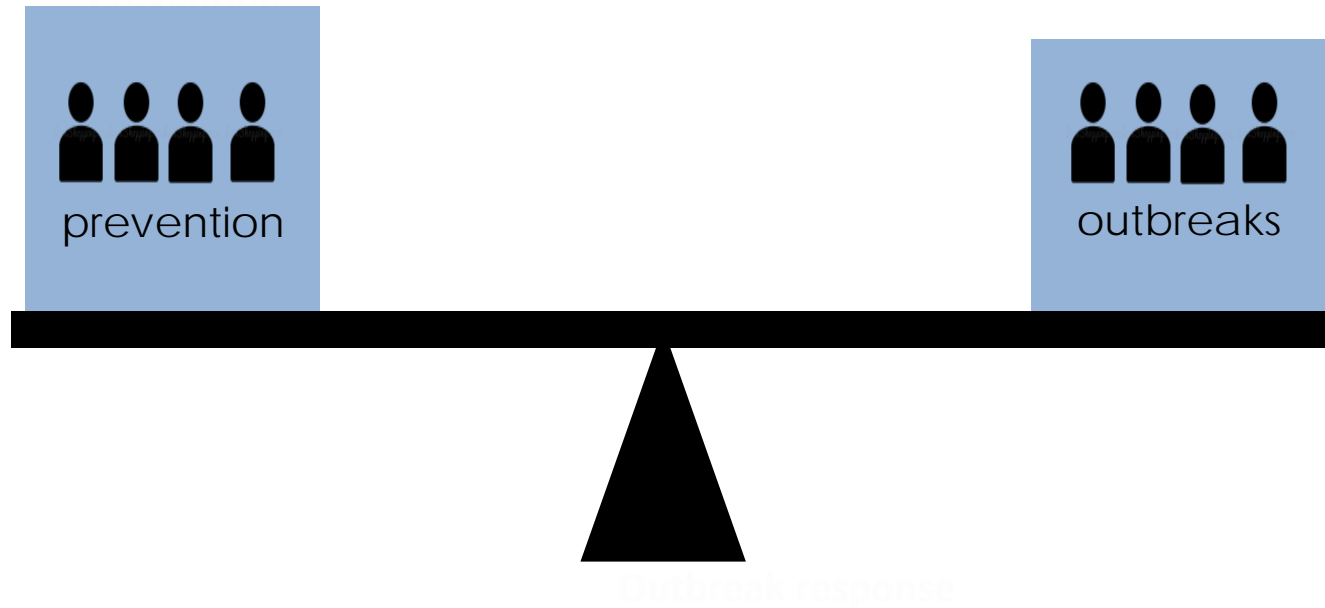
Provided health screenings for 29 refugees living the Marysville area

Healthy Communities



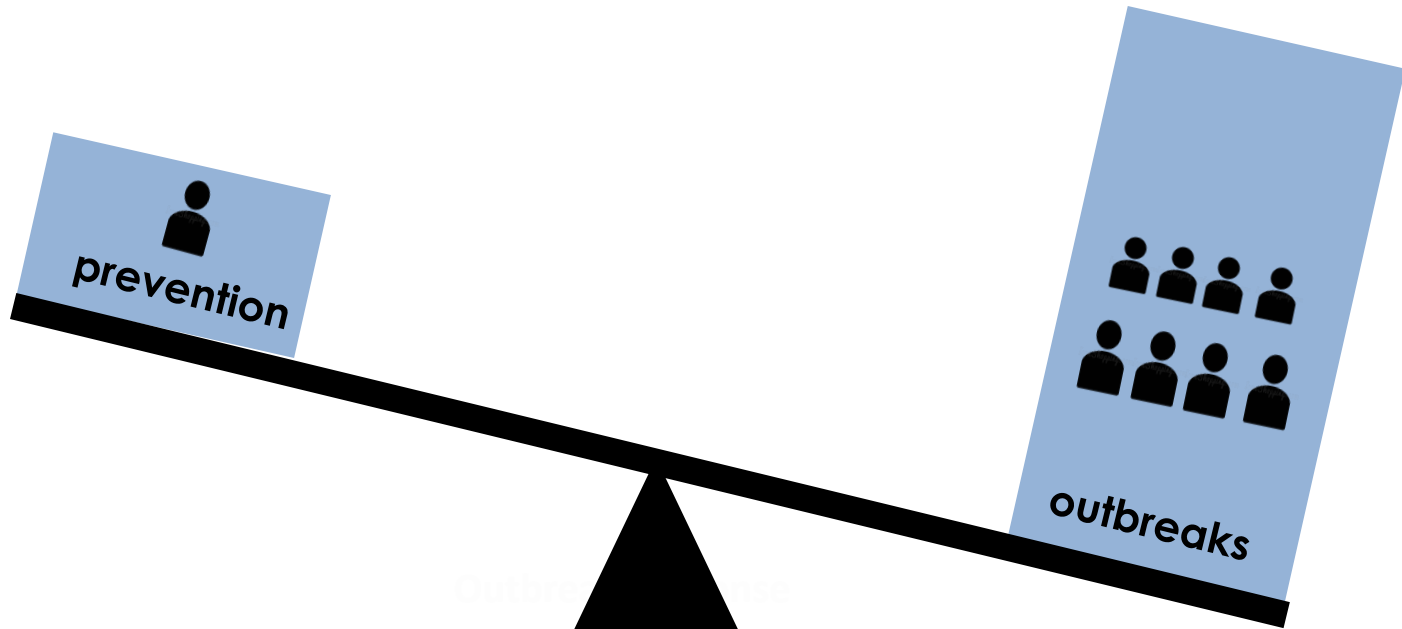


Ideal Prevention & Outbreak Response





The Reality



Recent Outbreak Responses

Confirmed case of hepatitis A closes Lynnwood restaurant

by KOMO News Staff | Friday, August 16th 2019

AA



First Snohomish County measles case is Bothell-area student

Officials listed places the contagious teen visited. He is among five new cases statewide.

By [Andrea Brown](#) and [Noah Haglund](#)

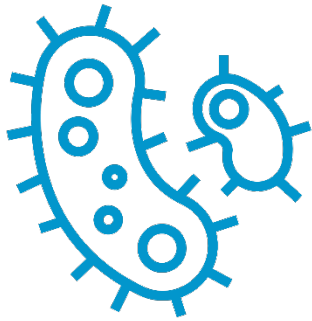
Thursday, May 16, 2019 6:13am | [LOCAL NEWS](#) [NORTHWEST](#) [BOTHELL](#) [MILL CREEK](#)



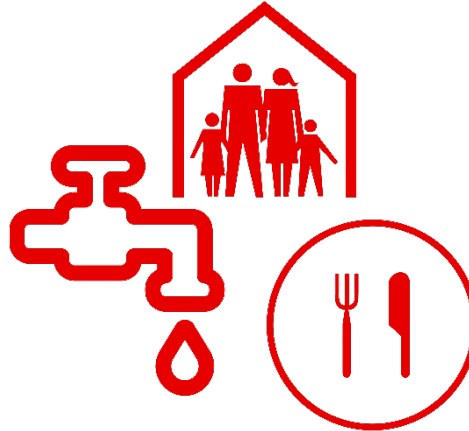
EVERETT — Snohomish County has its first confirmed case of the measles in the latest outbreak — a teenage boy who attends North Creek High School in the Bothell area.

The Snohomish Health District on Wednesday released a list of locations

2019-2021 State Budget Priorities



**Communicable
Disease
Response**



**Environmental
Health
Response**



Assessment

\$100M/biennium ask → \$22M appropriated

Ways You Can Help



Spread the word out about what public health does



Connect us with other partners in the community




Get involved in policy planning or workgroups



Advocate for sustainable public health funding and key issues

Keep in touch

Blog



PUBLIC HEALTH
Essentials!

Public Health Essentials
A place to highlight the work of the Snohomish Health District as well as share health-related information and tips. Have an idea or question? Drop us a line at SHDInfo@snohd.org.

Tools

- RSS
- Notify Me
- View Archived

Blog

- Public Health Essentials

Sign up for our blog, newsletters, alerts and more at www.snohd.org/NotifyMe

Newsletters

4,281 total subscribers



THE FOOD for THOUGHT
Newsletter

Spring 2019

SNOHOMISH HEALTH DISTRICT
WWW.SNOHD.ORG



Food Donation Guide
Many restaurants would like to donate food, but worry about the liability of doing so. They don't want their good deed to result in claims of illness or bad press. The "Good Samaritan Food Donation Act" protects donors from criminal and civil liability if the food has been prepared and maintained safely throughout the process. It does not mean that donors or hunger relief organizations are exempt or don't need to follow safety rules. They need to create and follow a process that keeps the food safe while donating. This allows restaurants to help those in the community and reduce waste.



THE CHILD CARE HEALTH
Newsletter

Spring 2019

SNOHOMISH HEALTH DISTRICT
WWW.SNOHD.ORG

[Click here to Visit Our Website](#)

July 2019



MMR Vaccine Exemption Law

Washington State has passed new laws that impact MMR vaccination exemption in child care centers and schools. Personal and philosophical exemptions will no longer be permitted for the MMR vaccine. Medical and religious.



THE ABCD TINY BITES
Newsletter

Summer 2019

SNOHOMISH HEALTH DISTRICT
WWW.SNOHD.ORG

Summer 2019
Your quarterly children's oral health newsletter for Snohomish County, provided by the Access to Baby and Child Dentistry (ABCD) Program. Stay informed of program updates and learn about promoting children's oral health with patients, clients, and families.



THE DIVE into SAFETY
Newsletter

Spring 2019

SNOHOMISH HEALTH DISTRICT
WWW.SNOHD.ORG



Important Safety Reminders

As the weather warms and summer approaches, it's a good time to begin preparing your pool or spa for the upcoming season.

It's a good idea to conduct a thorough inspection of your own to ensure a safe and healthy swim season. Be sure to:

- Ensure that all doors and gates to the pool enclosure self-



THE HEALTHY COMMUNITIES
Newsletter

Issue 5

Spring 2019

SNOHOMISH HEALTH DISTRICT
WWW.SNOHD.ORG

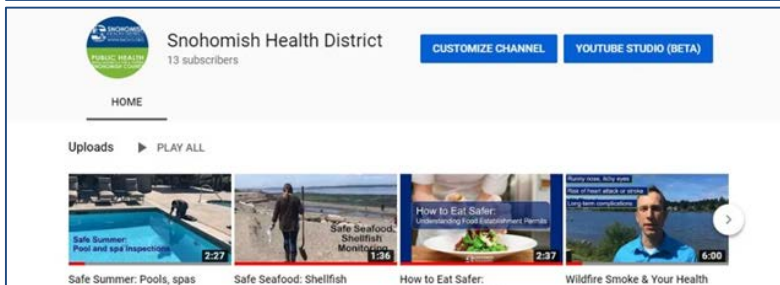


Helping Teens Quit JUUL and Other Vapor Devices

Where can teens go when they want to quit JUUL and other vapor devices? Teens' options are limited because of their age, but there are choices available.

Find us at local events.

Request the Health District at your event:
www.snohd.org/EventRequest



Follow us on
Facebook, Twitter,
YouTube or Instagram.

Thank you

contact information

For more info, please contact:

Shawn Frederick, MBA

Interim Administrator

425.339.8687

SFrederick@snohd.org

Nancy Furness

Prevention Services Director

425.339.8612

Nfurness@snohd.org

Index #1

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 25, 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 November 6, 2019 claims in the amount of \$1,641,817.44 paid by EFT transactions and Check No.'s 136115 through 136275 with no Check No.'s voided.
COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-11

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,641,817.44 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 136115 THROUGH 136275 WITH NO CHECK NO.'S 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 **25th DAY OF NOVEMBER 2019**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/31/2019 TO 11/6/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136115	AIWOHI, LEANNE	UB REFUND	WATER/SEWER OPERATION	274.30
136116	AKANA	HEADWORKS PROJECT	SEWER CAPITAL PROJECTS	19,318.46
136117	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	71.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	71.86
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	194.04
136118	ASSOCIATED BAG	EVIDENCE SUPPLIES	GENERAL FUND	-16.78
	ASSOCIATED BAG		POLICE PATROL	197.26
136119	BALL, GARY D	UB REFUND	WATER/SEWER OPERATION	223.55
136120	BANKS, SUSAN GAYLE	INSTRUCTOR SERVICES	COMMUNITY CENTER	131.10
136121	BAY ALARM COMPANY	MONITORING SERVICE	COURT FACILITIES	127.88
136122	BICKFORD FORD	OXYGEN SENSOR	EQUIPMENT RENTAL	111.63
136123	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	5,550.98
136124	BOB BARKER COMPANY	INMATE SUPPLIES	DETENTION & CORRECTION	184.15
136125	BOGGESS, MICHAEL & H	UB REFUND	WATER/SEWER OPERATION	23.76
	BOGGESS, MICHAEL & H		WATER/SEWER OPERATION	221.50
136126	BOMAR, RICK	INSTRUCTOR SERVICES	RECREATION SERVICES	105.00
	BOMAR, RICK		RECREATION SERVICES	168.00
	BOMAR, RICK		RECREATION SERVICES	168.00
	BOMAR, RICK		RECREATION SERVICES	252.00
136127	CADMAN MATERIALS INC	ASPHALT	ROADWAY MAINTENANCE	547.00
	CADMAN MATERIALS INC		TRANSPORTATION	922.02
	CADMAN MATERIALS INC		TRANSPORTATION	1,665.25
	CADMAN MATERIALS INC		TRANSPORTATION	2,751.68
136128	CAMP FIRE USA	INSTRUCTOR SERVICES	RECREATION SERVICES	420.00
136129	CAPONE, KIM	REFUND CLASS FEES	PARKS-RECREATION	80.00
136130	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	405.27
136131	CATHOLIC COMMUNITY	CDBG-CCS CHORE SERVICES	COMMUNITY	536.23
136132	CENTRAL WELDING SUPP	RESPIRATORS	ER&R	48.09
	CENTRAL WELDING SUPP	GLOVES	ER&R	92.86
	CENTRAL WELDING SUPP		ER&R	139.19
	CENTRAL WELDING SUPP	RESPIRATORS, GLOVES, RAKES AND GLOVES	ER&R	790.55
	CENTRAL WELDING SUPP	HARD HATS	ER&R	1,252.58
136133	CLEAR IMAGE PHOTO	INSTRUCTOR SERVICES	RECREATION SERVICES	216.00
	CLEAR IMAGE PHOTO		RECREATION SERVICES	297.00
	CLEAR IMAGE PHOTO		RECREATION SERVICES	297.00
	CLEAR IMAGE PHOTO		RECREATION SERVICES	432.00
136134	COAST GUARD AUXILIAR		RECREATION SERVICES	105.00
	COAST GUARD AUXILIAR		RECREATION SERVICES	122.50
136135	COASTAL FARM & HOME	BOOTS-SPRAGUE	UTIL ADMIN	166.13
136136	COOP SUPPLY	K-9 SUPPLIES	K9 PROGRAM	57.89
	COOP SUPPLY	TURF SEED MIX	TRANSPORTATION	76.50
	COOP SUPPLY	RODENT TRAPS	OPERA HOUSE	125.64
136137	CORE & MAIN LP	REDUCER AND COUPLING	WATER SERVICES	18.93
	CORE & MAIN LP	MISC GRIPPERS	SOURCE OF SUPPLY	574.92
136138	CORRECTIONS, DEPT OF	WORK CREW-SEPT 2019	WATER DIST MAINS	78.10
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	201.14
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	885.30
136139	COUGAR TREE SERVICE	TREE REMOVAL	FORESTRY MAINTENANCE	1,366.25
136140	CROSSMATCH TECHNOLOG	FINGERPRINTING SILICONE PLATES	DETENTION & CORRECTION	752.60
136141	CUES	PUSH CAMERA REPAIR	SEWER MAIN COLLECTION	599.99
136142	CUSTOM COMFORT HOMES	UB REFUND	WATER/SEWER OPERATION	220.45

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136143	CUZ CONCRETE PROD	PRECAST BASES	TRANSPORTATION	1,420.90
136144	DELL	LAPTOP BATTERY	IS REPLACEMENT ACCOUNTS	106.01
	DELL	LAPTOP DOCK	IS REPLACEMENT ACCOUNTS	315.43
	DELL	WORKSTATION	IS REPLACEMENT ACCOUNTS	1,887.58
136145	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		RISK MANAGEMENT	71.75
	DICKS TOWING	RV DISPOSAL	POLICE PATROL	710.45
136146	DIGITAL DOLPHIN SUPP	TONER	POLICE ADMINISTRATION	131.09
136147	DMH INDUSTRIAL	REBUILD PUMP #2	SEWER LIFT STATION	6,511.14
136148	DORCAS, JOHN	REIMBURSE CONFERENCE EXPENSE	COMMUNITY	232.00
	DORCAS, JOHN		COMMUNITY	358.32
136149	DUGGINS, ANGELA & JO	UB REFUND	WATER/SEWER OPERATION	31.68
136150	DUNLAP INDUSTRIAL	SHACKEL	EQUIPMENT RENTAL	41.37
	DUNLAP INDUSTRIAL	SMALL TOOLS	WASTE WATER TREATMENT	641.93
136151	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	8.95
	E&E LUMBER	FASTENERS AND BITS	PARK & RECREATION FAC	16.44
	E&E LUMBER	PUNCHES	PARK & RECREATION FAC	18.34
	E&E LUMBER	HARDWARE	EQUIPMENT RENTAL	22.80
	E&E LUMBER	SEALANT AND GFI COVER	PARK & RECREATION FAC	40.19
	E&E LUMBER	OUTLETS, VOLTAGE TESTER AND WIRE	WATER RESERVOIRS	94.64
136152	ECOLOGY, DEPT. OF	PERMIT FEE WAR308365	GMA - STREET	909.67
136153	EGER, CHRISTOPHER	ENTERTAINMENT 11/21/19	OPERA HOUSE	150.00
136154	EMME, KYLA	REIMBURSE MILEAGE	EXECUTIVE ADMIN	28.41
136155	ENVIRONMENTAL RES	LAB ACCREDITATION	WASTE WATER TREATMENT	106.52
136156	ESRI	ARC GIS LICENSE UPGRADE	TRANSPORTATION	5,186.29
136157	ETHLYN GAIGE FISHER	UB REFUND	WATER/SEWER OPERATION	30.00
136158	ETHLYN GAIGE FISHER	UB REFUND	WATER/SEWER OPERATION	89.49
136159	ETHLYN GAIGE FISHER	UB REFUND	WATER/SEWER OPERATION	349.51
136160	EVERETT, CITY OF	ANIMAL CARE	COMMUNITY SERVICES UNIT	165.55
	EVERETT, CITY OF	ANIMAL SHELTER FEES-SEPT 2019	COMMUNITY SERVICES UNIT	4,485.00
136161	FEDEX	SHIPPING EXPENSE	PUMPING PLANT	4.28
	FEDEX		WASTE WATER TREATMENT	28.51
136162	FIERRO, ANNA	UB REFUND	WATER/SEWER OPERATION	27.53
136163	FIRESTONE	TIRES	EQUIPMENT RENTAL	561.56
136164	FLEENOR, WENDY	UB REFUND	WATER/SEWER OPERATION	156.98
136165	FORMULA TIRE & CAR	TRAILER TIRES	SMALL ENGINE SHOP	158.83
136166	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	54.18
	FRONTIER COMMUNICATI	PHONE CHARGES	FACILITY MAINTENANCE	57.06
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	57.10
	FRONTIER COMMUNICATI		POLICE PATROL	57.10
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	57.10
	FRONTIER COMMUNICATI		UTILITY BILLING	57.10
	FRONTIER COMMUNICATI		GENERAL	57.10
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	57.10
	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	57.50
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	58.88
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	58.88
	FRONTIER COMMUNICATI	ACCT #36065770750721145	POLICE PATROL	59.03
	FRONTIER COMMUNICATI	ACCT #36019703390831185	SEWER LIFT STATION	61.61
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	73.48
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	73.48
	FRONTIER COMMUNICATI	ACCT #36065150871007945	PARK & RECREATION FAC	87.04

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136166	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	87.98
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	87.98
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	107.27
	FRONTIER COMMUNICATI	ACCT #36065340280125085	CITY HALL	109.94
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG	113.13
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY	114.20
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	114.20
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	114.20
	FRONTIER COMMUNICATI		COMMUNITY CENTER	114.20
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	114.20
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	228.39
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT	285.49
	FRONTIER COMMUNICATI		UTIL ADMIN	285.49
136167	GARRETT FAMILY LLC	UB REFUND	WATER/SEWER OPERATION	111.06
136168	GOLDIE, KYLE & HALEY	UB REFUND	WATER/SEWER OPERATION	38.11
136169	GORDON TRUCK CENTER	DIPSTICKS	EQUIPMENT RENTAL	45.23
136170	GOVCONNECTION INC	COLOR SCANNER	COMPUTER SERVICES	943.26
136171	GRAINGER	BINS AND PUTTY	UTIL ADMIN	41.50
	GRAINGER	PLIERS AND VISE GRIPS	SOLID WASTE OPERATIONS	51.18
	GRAINGER	FLASHLIGHTS	UTIL ADMIN	87.26
	GRAINGER	BROOMS, GLOVES, RAKES AND SHOVELS	ER&R	451.67
136172	GRANICUS	ANALOG ENCODER, SETUP AND CONFIG	CITY CLERK	3,992.96
136173	GREATAMERICA FINANCI	POSTAGE LEASE PAYMENT	CITY CLERK	30.25
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	30.25
	GREATAMERICA FINANCI		FINANCE-GENL	30.25
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATION	30.25
	GREATAMERICA FINANCI		UTILITY BILLING	30.25
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	30.25
	GREATAMERICA FINANCI		POLICE INVESTIGATION	36.28
	GREATAMERICA FINANCI		POLICE PATROL	36.28
	GREATAMERICA FINANCI		OFFICE OPERATIONS	36.28
	GREATAMERICA FINANCI		DETENTION & CORRECTION	36.28
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	36.28
	GREATAMERICA FINANCI		UTIL ADMIN	38.61
	GREATAMERICA FINANCI		COMMUNITY	38.62
	GREATAMERICA FINANCI		ENGR-GENL	38.62
136174	GREENSHIELDS	COUPLINGS	STORM DRAINAGE	32.63
136175	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
136176	HACH COMPANY	WWTP SUPPLIES	WASTE WATER TREATMENT	679.49
136177	HARBOR FREIGHT TOOLS	IMPACT DRIVER	PUMPING PLANT	9.87
	HARBOR FREIGHT TOOLS	METAL AMMO BOX	EQUIPMENT RENTAL	16.38
	HARBOR FREIGHT TOOLS	POLY ROPE AND VOLTAGE TESTER	SOURCE OF SUPPLY	23.47
	HARBOR FREIGHT TOOLS	FOLDABLE SHOP CRANE	PUMPING PLANT	164.69
136178	HD FOWLER COMPANY	MJ PLUG CREDIT	CAPITAL EXPENDITURES	-78.43
	HD FOWLER COMPANY	SANDBAGS	STORM DRAINAGE	76.82
	HD FOWLER COMPANY	GASKET AND BOLT KIT	CAPITAL EXPENDITURES	99.09
	HD FOWLER COMPANY	MJ KITS	WATER DIST MAINS	169.60

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/31/2019 TO 11/6/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136178	HD FOWLER COMPANY	REDUCERS AND MJ KITS	WATER DIST MAINS	486.02
	HD FOWLER COMPANY	MJ KITS AND GRIPPER RINGS	WATER DIST MAINS	719.94
136179	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	3,178.03
	HDR ENGINEERING		GMA - STREET	86,208.29
136180	HOLT SERVICES INC	PAY ESTIMATE #7	UTILITY CONSTRUCTION	-5,045.94
	HOLT SERVICES INC		WATER CAPITAL PROJECTS	110,304.19
136181	HOMAGE SENIOR	CDBG-MEALS ON WHEELS	COMMUNITY	3,065.00
	HOMAGE SENIOR	CDBG-MINOR HOME REPAIR	COMMUNITY	24,038.95
136182	HOME DEPOT USA	DEGREASER	ER&R	803.90
136183	HOUSING HOPE	CDBG-BEACHWOOD APT	COMMUNITY	4,146.54
136184	IMPACT PROPERTY MANA	UB REFUND	WATER/SEWER OPERATION	275.42
136185	INDUSTRIAL CONTROLS	POWER SUPPLY AND MODULE	WATER DIST MAINS	774.72
136186	INGMAR REALTY LLC	UB REFUND	WATER/SEWER OPERATION	231.60
136187	J. THAYER COMPANY	BOOK CASE AND MARKERS	WASTE WATER TREATMENT	244.55
	J. THAYER COMPANY		WASTE WATER TREATMENT	244.55
	J. THAYER COMPANY	WHITE BOARD	WASTE WATER TREATMENT	313.39
	J. THAYER COMPANY		UTIL ADMIN	313.39
136188	JAURON, BRADLEY	UB REFUND	WATER/SEWER OPERATION	166.95
136189	JET PLUMBING	JAIL REPAIR	PUBLIC SAFETY BLDG	180.35
	JET PLUMBING	URINAL REPAIR	MAINT OF GENL PLANT	636.34
136190	JUDD & BLACK	REPAIR ICE MAKER	CITY HALL	289.53
	JUDD & BLACK	DISHWASHER AND INSTALLATION	PUBLIC SAFETY BLDG	539.83
136191	KAMAN INDUSTRIAL TEC	BUSHING	WATER/SEWER OPERATION	-0.58
	KAMAN INDUSTRIAL TEC		WASTE WATER TREATMENT	105.87
136192	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	3,662.73
136193	KINGSFORD, ANDREA	REIMBURSE SPECIAL EVENT EXPENSE	OPERA HOUSE	149.03
	KINGSFORD, ANDREA		RECREATION SERVICES	331.03
136194	KONECRANES, INC.	ANNUAL CRANE INSPECTION	WASTE WATER TREATMENT	1,371.72
136195	LACOURSIERE, CHAD	UB REFUND	GARBAGE	96.65
136196	LAKE INDUSTRIES	ASPHALT HAULED	CAPITAL EXPENDITURES	140.00
	LAKE INDUSTRIES	SAND HAULED IN	CAPITAL EXPENDITURES	154.31
136197	LASTING IMPRESSIONS	UNIFORM SHIRT	EXECUTIVE ADMIN	35.12
	LASTING IMPRESSIONS	UNIFORM HATS	POLICE PATROL	252.92
136198	LES SCHWAB TIRE CTR	REPAIR FLAT	EQUIPMENT RENTAL	114.77
	LES SCHWAB TIRE CTR	TIRES	ER&R	506.50
136199	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	90.90
136200	LGI HOMES	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
136201	MARTIN, REBECCA	UB REFUND	WATER/SEWER OPERATION	507.57
136202	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SERVICES	FIRE-EMS	331,129.09
	MARYSVILLE FIRE DIST		FIRE-GENL	677,355.39
136203	MARYSVILLE PRINTING	ENVELOPES	PERSONNEL ADMINISTRATION	109.85
	MARYSVILLE PRINTING		FINANCE-GENL	464.53
136204	MARYSVILLE ROTARY	ROTARY DUES	POLICE ADMINISTRATION	525.00
136205	MARYSVILLE, CITY OF	UTILITY SERVICE-7115 GROVE ST	GOLF ADMINISTRATION	280.34
	MARYSVILLE, CITY OF	UTILITY SERVICE-7007 GROVE ST	GOLF ADMINISTRATION	1,275.56
	MARYSVILLE, CITY OF	UTILITY SERVICE-6810 84TH ST NE	GOLF ADMINISTRATION	14,101.31
136206	MCAVOY LAW, PLLC	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
136207	MCWETHY, LUCAS		PUBLIC DEFENSE	187.50
136208	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	1,483.20
	METCALF, SHELLEY		RECREATION SERVICES	1,483.20
136209	MILLER, JOSEPH A	UB REFUND	WATER/SEWER OPERATION	48.90
136210	MILLER, REID		WATER/SEWER OPERATION	46.43
136211	MOLES, KIM	REFUND CLASS FEES	PARKS-RECREATION	80.00

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136212	MOTOR TRUCKS	AIR CAN	EQUIPMENT RENTAL	104.24
136213	MOUNTAIN MIST	COOLER RENTAL	COMMUNITY CENTER	1.09
	MOUNTAIN MIST	WATER	COMMUNITY CENTER	7.43
	MOUNTAIN MIST	COOLER AND WATER	SOLID WASTE OPERATIONS	10.16
	MOUNTAIN MIST		SEWER MAIN COLLECTION	10.16
	MOUNTAIN MIST		WASTE WATER TREATMENT	10.17
136214	NATIONAL BARRICADE	SIGN TRIPOD STANDS	WATER DIST MAINS	150.42
	NATIONAL BARRICADE		SEWER MAIN COLLECTION	150.42
	NATIONAL BARRICADE		ROADWAY MAINTENANCE	150.42
136215	NATIONAL SAFETY INC	BATTERY, FILTER AND HARDWARE	WATER DIST MAINS	95.25
136216	NC MACHINERY COMPANY	TRACK HOE RENTAL	STORM DRAINAGE	752.51
	NC MACHINERY COMPANY	2019 CATERPILLAR 305.5E2	EQUIPMENT RENTAL	90,822.89
136217	NELSON PETROLEUM	MACHINE AND TURBINE OIL	WASTE WATER TREATMENT	549.03
	NELSON PETROLEUM	DYED DIESEL FUEL	SEWER CAPITAL PROJECTS	748.77
136218	NGUYEN, DONG	UB REFUND	WATER/SEWER OPERATION	30.08
136219	NORSTAR INDUSTRIES	PLOW BLADES	ER&R	10,249.84
136220	NORTH COAST ELECTRIC	GASKET KIT AND PAINT	SOURCE OF SUPPLY	299.09
136221	NORTHEND TRUCK EQUIP	TAILGATE LATCH ASSEMBLY REPAIR	EQUIPMENT RENTAL	454.69
136222	NORTHWESTERN AUTO	REPAIR ACCIDENT DAMAGE #P192	RISK MANAGEMENT	2,983.31
136223	OFFICE DEPOT	OFFICE SUPPLIES	PURCHASING/CENTRAL	24.56
	OFFICE DEPOT		POLICE INVESTIGATION	24.80
	OFFICE DEPOT		FACILITY MAINTENANCE	30.41
	OFFICE DEPOT		POLICE INVESTIGATION	44.69
	OFFICE DEPOT		SOLID WASTE OPERATIONS	45.35
	OFFICE DEPOT		SOLID WASTE OPERATIONS	72.52
	OFFICE DEPOT		EQUIPMENT RENTAL	117.99
	OFFICE DEPOT		POLICE PATROL	179.32
	OFFICE DEPOT	OFFICE SUPPLIES/INMATE CUPS	POLICE PATROL	191.44
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	250.30
	OFFICE DEPOT	OFFICE SUPPLIES/INMATE CUPS	DETENTION & CORRECTION	300.00
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	359.24
136224	OMNI CONTRACTING SOL	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONMN	-714.85
	OMNI CONTRACTING SOL		WATER/SEWER OPERATION	1,150.00
136225	OREILLY AUTO PARTS	BLOWER MOTOR AND RESISTER	EQUIPMENT RENTAL	109.29
136226	PACIFIC POWER BATTER	BATTERIES	WASTE WATER TREATMENT	35.81
136227	PARTS STORE, THE	ENGINE OIL	EQUIPMENT RENTAL	12.98
	PARTS STORE, THE	SERP BELT	EQUIPMENT RENTAL	32.34
	PARTS STORE, THE	HINGE PIN	EQUIPMENT RENTAL	34.05
	PARTS STORE, THE		EQUIPMENT RENTAL	34.05
	PARTS STORE, THE	MISC FILTERS	SMALL ENGINE SHOP	46.67
	PARTS STORE, THE	MISC FILTERS AND WIPER BLADES	ER&R	102.03
	PARTS STORE, THE	MISC FILTERS, SEALANT AND FLASHERS	ER&R	142.58
136228	PAYFIRST PROPERTIES	UB REFUND	WATER/SEWER OPERATION	36.27
	PAYFIRST PROPERTIES		WATER/SEWER OPERATION	80.51
136229	PILCHUCK RENTALS	SPREADER RENTAL	PARK & RECREATION FAC	54.65
	PILCHUCK RENTALS	SPARK PLUGS, FUEL PUMPS AND FILTERS	SMALL ENGINE SHOP	85.73
	PILCHUCK RENTALS	FILTER, CARB AND SPARK PLUG	SMALL ENGINE SHOP	289.36
	PILCHUCK RENTALS	EXCAVATOR RENTAL	TRANSPORTATION	3,115.49
136230	PLATT ELECTRIC	LIGHT BULBS	MAINTENANCE	420.24
	PLATT ELECTRIC		CITY HALL	596.45
136231	POLLARDWATER	LEAK DETECTOR	WATER DIST MAINS	3,825.50
136232	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURSE	GOLF ADMINISTRATION	8,777.66
136233	PUD	ACCT #200998532	PARK & RECREATION FAC	15.88

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/31/2019 TO 11/6/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136233	PUD	ACCT #221100092	GMA - STREET	16.44
	PUD	ACCT #202791166	PUMPING PLANT	18.16
	PUD	ACCT #201610185	TRANSPORTATION	28.64
	PUD	ACCT #202178158	SEWER LIFT STATION	30.64
	PUD	ACCT #202140489	TRANSPORTATION	38.50
	PUD	ACCT #203199732	TRANSPORTATION	38.66
	PUD	ACCT #201670890	TRANSPORTATION	41.17
	PUD	ACCT #202368536	TRANSPORTATION	43.42
	PUD	ACCT #202102190	TRANSPORTATION	52.55
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	53.28
	PUD	ACCT #202368544	TRANSPORTATION	54.73
	PUD	ACCT #220792733	STREET LIGHTING	58.60
	PUD	ACCT #202368551	PARK & RECREATION FAC	65.82
	PUD	ACCT #200869303	TRANSPORTATION	68.96
	PUD	ACCT #202557450	STREET LIGHTING	82.91
	PUD	ACCT #203231006	TRANSPORTATION	85.19
	PUD	ACCT #202000329	PARK & RECREATION FAC	107.40
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	139.58
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	166.15
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	200.32
	PUD	ACCT #201021698	PARK & RECREATION FAC	219.93
	PUD	ACCT #201065281	PARK & RECREATION FAC	224.15
	PUD	ACCT #201021607	PARK & RECREATION FAC	231.59
	PUD	ACCT #200084150	TRANSPORTATION	291.46
	PUD	ACCT #202689287	WASTE WATER TREATMENT	476.28
136234	PUGET SOUND SECURITY	KEY MADE	EQUIPMENT RENTAL	81.98
136235	REED, RUSS & MICHELL	UB REFUND	WATER/SEWER OPERATION	315.15
136236	RICOH USA, INC.	PRINTER RENTAL	WASTE WATER TREATMENT	51.82
136237	RICOH USA, INC.		WASTE WATER TREATMENT	196.54
136238	ROY ROBINSON	RELAYS	ER&R	141.43
136239	SAFEWAY INC.	MEETING SUPPLIES	UTIL ADMIN	53.83
136240	SAFEWAY INC.	INMATE SUPPLIES	DETENTION & CORRECTION	265.60
136241	SAFEWAY INC.	ACADEMY/MEETING/TRAINING SUPPLIES	EXECUTIVE ADMIN	46.93
	SAFEWAY INC.		EXECUTIVE ADMIN	256.70
136242	SAFEWAY INC.	EVENT/PARKS SUPPLIES	COMMUNITY CENTER	18.89
	SAFEWAY INC.		RECREATION SERVICES	302.96
136243	SALCEDO, BERNABE	UB REFUND	GARBAGE	209.98
136244	SANCHEZ, RICHARD & L		WATER/SEWER OPERATION	85.98
136245	SANDVIG, DAVID		WATER/SEWER OPERATION	78.20
	SANDVIG, DAVID		GARBAGE	130.96
136246	SHRED-IT US	MONTHLY SHREDDING SERVICE	UTIL ADMIN	4.56
	SHRED-IT US		ENGR-GENL	4.56
136247	SINGH, RINKU G	UB REFUND	WATER/SEWER OPERATION	164.90
136248	SNO CO CHAPTER OF	INSTRUCTOR SERVICES	RECREATION SERVICES	105.00
	SNO CO CHAPTER OF		RECREATION SERVICES	249.60
136249	SNO CO FINANCE	DIAGNOSE AND REPAIR #P161	EQUIPMENT RENTAL	801.52
136250	SNO CO PUBLIC WORKS	RR6051-AID AGREEMENT	ROADWAY MAINTENANCE	478.32
136251	SOUND SAFETY	SHORTS-ROSE	SOLID WASTE OPERATIONS	95.11
	SOUND SAFETY	BOOTS-PHIPPS	SOLID WASTE OPERATIONS	194.34
	SOUND SAFETY	JEANS AND BOOTS-STAIR	UTIL ADMIN	366.95
136252	STAPLES	OFFICE SUPPLIES	GENERAL	9.72
	STAPLES		PARK & RECREATION FAC	100.86
	STAPLES	KEY CABINET	GENERAL	151.59

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/31/2019 TO 11/6/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136253	STIPP, STEPHEN L	UB REFUND	WATER/SEWER OPERATION	397.42
136254	STRICKLAND, JAMES	REIMBURSE INMATE SUPPLY EXPENSE	DETENTION & CORRECTION	43.77
136255	SUN BADGE CO	BADGE	GENERAL FUND	-13.81
	SUN BADGE CO		POLICE PATROL	162.31
136256	SWICK-LAFAVE, JULIE	REIMBURSE INMATE SUPPLY EXPENSE	DETENTION & CORRECTION	40.95
136257	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	218.87
136258	TAYLOR, DAVID & MICH	UB REFUND	WATER/SEWER OPERATION	206.50
136259	TOOP, ANDREW		WATER/SEWER OPERATION	66.25
136260	TRANSPORTATION, DEPT	PAVING PROJECT	ARTERIAL STREET-GENL	193.83
	TRANSPORTATION, DEPT	PROJECT COSTS	GMA - STREET	2,352.12
	TRANSPORTATION, DEPT		GMA - STREET	3,476.07
136261	TRUE NORTH EQUIPMENT	CONTROL VALVE	ER&R	359.97
	TRUE NORTH EQUIPMENT	CONTROL VALVE AND JOYSTICK	ER&R	817.81
136262	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	187.31
136263	UNIVERSAL FIELD	SERVICES PROVIDED	GMA - STREET	749.55
136264	US COURTS PACER	BANKRUPTCY COURT CONFIRMATIONS	MUNICIPAL COURTS	35.30
136265	VERIZON	AMR LINES	METER READING	301.95
136266	VINCENT, CORY	ENTERTAINMENT 11/21/19	OPERA HOUSE	150.00
136267	VINYL SIGNS & BANNER	HOLIDAY BANNER	COMMUNITY CENTER	99.46
136268	WASHINGTON TRACTOR	SOLENOID, TIMER, DIODES AND ORING	SMALL ENGINE SHOP	374.00
136269	WASTE MANAGEMENT	RECYCLE DUMPSTER RENTAL	RECYCLING OPERATION	191.20
	WASTE MANAGEMENT	YARD WASTE/RECYCLE SERVICE	RECYCLING OPERATION	138,103.18
136270	WATSON, HAROLD	UB REFUND	WATER/SEWER OPERATION	171.41
136271	WESTERN GRAPHICS	GRAPHICS #P174 & #P192	RISK MANAGEMENT	488.97
136272	WESTERN TRUCK	BRAKE VALVE	ER&R	229.51
136273	WETLAND RESOURCES	JARPA AND SITE VISIT	GMA-PARKS	1,380.00
136274	WHISTLE WORKWEAR	SHORTS-HAVELIANA	SOLID WASTE OPERATIONS	82.98
136275	WILDER CUSTOM CONS	DEMO OF DECK AND ETC-ROSE HOUSE	GMA - STREET	5,771.04

WARRANT TOTAL:

1,641,817.44

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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 25, 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 November 13, 2019 claims in the amount of \$946,011.22 paid by EFT transactions and Check No.'s 136276 through 136428 with Check No.'s 133871 & 134958 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-11

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$946,011.22 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 136276 THROUGH 136428 WITH CHECK NO.'S 133871 & 134958 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 **25th 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 11/7/2019 TO 11/13/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136276	AMERICAN CLEANERS	DRY CLEANING	COMMUNITY SERVICES UNIT	4.32
	AMERICAN CLEANERS		YOUTH SERVICES	17.38
	AMERICAN CLEANERS		POLICE INVESTIGATION	18.31
	AMERICAN CLEANERS		OFFICE OPERATIONS	34.70
	AMERICAN CLEANERS		POLICE ADMINISTRATION	62.23
	AMERICAN CLEANERS		DETENTION & CORRECTION	69.04
	AMERICAN CLEANERS		POLICE PATROL	90.66
136277	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	71.86
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	273.04
136278	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	42.56
	ARLINGTON, CITY OF	EVOC RENTAL	POLICE TRAINING-FIREARMS	144.60
136279	BACKSTROM CURB	RAMP AND WATER BOX PAD	SIDEWALKS MAINTENANCE	2,524.83
136280	BALLEW, MARY ANN	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
136281	BARTOLETTI, DARIN &	UB REFUND	WATER/SEWER OPERATION	326.53
136282	BICKFORD FORD	2019 FORD F150 4X4	EQUIPMENT RENTAL	34,298.03
	BICKFORD FORD		EQUIPMENT RENTAL	34,298.03
	BICKFORD FORD		EQUIPMENT RENTAL	41,332.86
136283	BLR	HEROLAW1	PERSONNEL ADMINISTRATION	2,071.24
136284	BOGART, DANIEL E.	UB REFUND	GARBAGE	50.26
136285	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	3,400.00
136286	BRAKE AND CLUTCH	BRAKE DRUMS, SHOES, HARDWARE KITS	EQUIPMENT RENTAL	1,082.15
136287	CADMAN MATERIALS INC	ASPHALT	ROADWAY MAINTENANCE	166.68
	CADMAN MATERIALS INC		TRANSPORTATION	4,656.34
136288	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	3,712.85
	CASCADE COLUMBIA		WASTE WATER TREATMENT	13,169.96
	CASCADE COLUMBIA		WASTE WATER TREATMENT	13,227.45
	CASCADE COLUMBIA		WASTE WATER TREATMENT	13,330.93
	CASCADE COLUMBIA		WASTE WATER TREATMENT	13,445.92
	CASCADE COLUMBIA		WASTE WATER TREATMENT	13,923.10
136289	CENTRAL WELDING SUPP	GLOVES	ER&R	154.66
	CENTRAL WELDING SUPP		ER&R	154.66
	CENTRAL WELDING SUPP	WYPALL WIPES	ER&R	373.61
136290	CHAMPION BOLT	HARDWARE	PUMPING PLANT	13.80
136291	CLEAN CUT TREE & STU	TREE REMOVAL	PARK & RECREATION FAC	1,311.60
136292	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,364.53
136293	COASTAL FARM & HOME	JEANS-SPRAGUE	UTIL ADMIN	43.71
136294	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
136295	COOP SUPPLY	FEEDER BUCKETS, LOCK AND TIP	WASTE WATER TREATMENT	41.88
	COOP SUPPLY	K-9 SUPPLIES	K9 PROGRAM	174.85
136296	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,681.22
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	4,509.45
136297	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	314.56
	COSTLESS SENIOR SRVC		DETENTION & CORRECTION	365.76
136298	COUGAR TREE SERVICE	TREE REMOVAL	ROADSIDE VEGETATION	2,513.90
136299	CREATIVE INSTRUMENT	ENTERTAINMENT 11/23/19	OPERA HOUSE	1,800.00
136300	DANIELS, ELIZABETH	UB REFUND	GARBAGE	14.92
136301	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
136302	DINSMORE, RALPH	UB REFUND	WATER/SEWER OPERATION	70.72
136303	DISCOUNT TOWING	TOWING EXPENSE	POLICE PATROL	553.88
136304	DMH INDUSTRIAL	REPAIR TORNADO	WASTE WATER TREATMENT	972.83
	DMH INDUSTRIAL	REPAIR SURFACE AERATOR	WASTE WATER TREATMENT	1,594.30

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136305	E&E LUMBER	LUMBER CREDIT	PARK & RECREATION FAC	-52.63
	E&E LUMBER	TAPE AND ADAPTER	PARK & RECREATION FAC	2.50
	E&E LUMBER	HANDLES	SMALL ENGINE SHOP	19.93
	E&E LUMBER	CAUTION TAPE	PARK & RECREATION FAC	29.36
	E&E LUMBER	BOLT BOX	PARK & RECREATION FAC	72.11
	E&E LUMBER	LUMBER	UTIL ADMIN	1,032.89
136306	ENSOR, BROOKE	REIMBURSE PARKING	STORM DRAINAGE	16.00
136307	ENTERPRISE RENTAL	CAR RENTAL	POLICE PATROL	164.53
136308	ESTATE OF MARVIN TUR	UB REFUND	WATER/SEWER OPERATION	45.71
136309	EVERETT OFFICE	LOCKERS	SOLID WASTE OPERATIONS	1,142.19
136310	EVERETT STAMP WORKS	STAMP	OFFICE OPERATIONS	50.17
136311	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-18.33
	EVIDENT, INC.		POLICE PATROL	215.33
136312	EWING IRRIGATION	FERTILIZER	PARK & RECREATION FAC	988.67
136313	FASTENAL COMPANY	DRILL BITS	PARK & RECREATION FAC	41.84
136314	FCS GROUP	SW COST BENEFIT STUDY	SOLID WASTE OPERATIONS	3,061.25
136315	FEDEX	SHIPPING EXPENSE	TRANSPORTATION	55.01
136316	FELDMAN & LEE P.S.	PUBLIC DEFENDER	PUBLIC DEFENSE	50,000.00
136317	FERRELLGAS	PROPANE CHARGES	ROADWAY MAINTENANCE	113.11
	FERRELLGAS		TRAFFIC CONTROL DEVICES	113.11
136318	FRONTIER COMMUNICATI	PHONE CHARGES	CITY CLERK	10.48
	FRONTIER COMMUNICATI		CRIME PREVENTION	10.48
	FRONTIER COMMUNICATI		COMMUNITY CENTER	10.48
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER	10.48
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	10.48
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL	10.48
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	20.96
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	20.96
	FRONTIER COMMUNICATI		COMMUNITY SERVICES UNIT	31.44
	FRONTIER COMMUNICATI		LEGAL-GENL	31.44
	FRONTIER COMMUNICATI		WATER QUAL TREATMENT	31.44
	FRONTIER COMMUNICATI		STORM DRAINAGE	31.44
	FRONTIER COMMUNICATI		RECREATION SERVICES	41.92
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATION	41.92
	FRONTIER COMMUNICATI		GENERAL	41.92
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	52.41
	FRONTIER COMMUNICATI		YOUTH SERVICES	52.41
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	52.41
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT	57.50
	FRONTIER COMMUNICATI	ACCT #36065809240222175	PUBLIC SAFETY BLDG	62.75
	FRONTIER COMMUNICATI	PHONE CHARGES	FINANCE-GENL	62.89
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	62.89
	FRONTIER COMMUNICATI		COMPUTER SERVICES	62.91
	FRONTIER COMMUNICATI	ACCT #42533599120718175	SUNNYSIDE FILTRATION	67.45
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE INVESTIGATION	73.37
	FRONTIER COMMUNICATI		UTILITY BILLING	73.37
	FRONTIER COMMUNICATI	ACCT #36065372080111165	OPERA HOUSE	81.98
	FRONTIER COMMUNICATI	PHONE CHARGES	EXECUTIVE ADMIN	94.33
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	94.33
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT	104.81
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	115.29
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	136.26
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	146.74

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136318	FRONTIER COMMUNICATI	PHONE CHARGES	ENGR-GENL	157.22
	FRONTIER COMMUNICATI		UTIL ADMIN	178.18
	FRONTIER COMMUNICATI		COMMUNITY	230.59
	FRONTIER COMMUNICATI		POLICE PATROL	450.69
136319	GARRETT FAMILY LLC	UB REFUND	WATER/SEWER OPERATION	63.46
136320	GARRETT FAMILY LLC	UB REFUND	WATER/SEWER OPERATION	63.46
136321	GARRETT FAMILY LLC	UB REFUND	WATER/SEWER OPERATION	64.18
136322	GENO PUDELEK & RACH	UB REFUND	WATER/SEWER OPERATION	21.66
136323	GEPNER, STEVE & DEBR		WATER/SEWER OPERATION	13.31
	GEPNER, STEVE & DEBR		WATER/SEWER OPERATION	187.45
136324	GOOD, DEE	REFUND CLASS FEES	PARKS-RECREATION	10.00
	GOOD, DEE		PARKS-RECREATION	10.00
136325	GRAINGER	BATTERIES, TAPE MEASURES AND SANITIZER	ER&R	116.23
	GRAINGER	SWITCHES, HOLSTER, CASE AND TAPE	WATER FILTRATION PLANT	523.73
	GRAINGER	PALLET RACKS	UTIL ADMIN	1,505.42
	GRAINGER	WORK BENCHES	UTIL ADMIN	2,088.29
136326	GRANITE CONST	TACK	ROADWAY MAINTENANCE	99.92
136327	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
136328	HACH COMPANY	DISSOLVED OXYGEN PROBE	WASTE WATER TREATMENT	901.48
136329	HARBOR MARINE MAINT.	TIE DOWN	EQUIPMENT RENTAL	40.87
	HARBOR MARINE MAINT.		EQUIPMENT RENTAL	40.87
136330	HARRINGTON INDUST.	PVC TUBING, CONNECTORS AND COUPLINGS	PUMPING PLANT	406.19
136331	HD FOWLER COMPANY	SADDLE AND STRAPS	WATER DIST MAINS	179.82
136332	HERC RENTALS INC	EXCAVATOR RENTAL	CAPITAL EXPENDITURES	4,424.46
136333	HOME THEATRE SPECIAL	REFUND ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
	HOME THEATRE SPECIAL		COMMUNITY DEVELOPMENT	50.00
136334	HUNT, TRUDY	UB REFUND	WATER/SEWER OPERATION	119.77
136335	INGRAHAM, GERRIE P	INSTRUCTOR SERVICES	RECREATION SERVICES	117.00
	INGRAHAM, GERRIE P		RECREATION SERVICES	195.00
136336	J & B TOOLS, LLC	GREASE FITTING TOOLS AND PUMP	EQUIPMENT RENTAL	271.02
136337	JET PLUMBING	REPAIR FILTER FEED PUMP COOLING SUPPLY	WASTE WATER TREATMENT	677.22
136338	JOHNSON, EARL & ALEX	UB REFUND	WATER/SEWER OPERATION	76.89
136339	JORGENSON, SHAWN		WATER/SEWER OPERATION	46.63
136340	JP COOKE COMPANY, THE	ANIMAL LICENSE TAGS (LIFETIME)	GENERAL FUND	-11.55
	JP COOKE COMPANY, THE		COMMUNITY	135.65
136341	KEEFE, RYAN M	REIMBURSE MEAL	SOURCE OF SUPPLY	15.00
136342	KELLER SUPPLY COMPAN	FLUSH VALVES	UTIL ADMIN	97.93
	KELLER SUPPLY COMPAN	TOILET TANK	UTIL ADMIN	199.78
136343	KROHNE INC	CALIBRATIONS	WASTE WATER TREATMENT	1,712.56
136344	LAKE INDUSTRIES	DEBRIS HAULED	WATER DIST MAINS	70.00
	LAKE INDUSTRIES	ASPHALT HAULED	ROADWAY MAINTENANCE	280.00
136345	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	368,985.00
136346	LANGUAGE LINE	PROFICIENCY TEST	POLICE ADMINISTRATION	165.00
136347	LASTING IMPRESSIONS	UNIFORM SHIRT	COMMUNITY SERVICES UNIT	65.03
	LASTING IMPRESSIONS	PATCHES	OFFICE OPERATIONS	418.97
	LASTING IMPRESSIONS		K9 PROGRAM	557.43
	LASTING IMPRESSIONS		POLICE PATROL	850.00
136348	LES SCHWAB TIRE CTR	REPAIR FLAT	EQUIPMENT RENTAL	45.35
136349	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	25.00
136350	LOWES HIW INC	RATCHET AND GLIDE	BLDING MAINT	-0.08
	LOWES HIW INC		FACILITY MAINTENANCE	86.07
136351	MARSTEN, OJ	RENTAL DEPOSIT REFUND	GENERAL FUND	350.00

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136352	MARYSVILLE FIRE DIST	INMATE TRANSPORT	DETENTION & CORRECTION	365.80
	MARYSVILLE FIRE DIST		DETENTION & CORRECTION	456.50
136353	MARYSVILLE FIRE DIST		DETENTION & CORRECTION	369.00
136354	MARYSVILLE PRINTING	TRACKING SHEET LABELS	DETENTION & CORRECTION	150.83
	MARYSVILLE PRINTING	PREA POSTCARDS	COMMUNITY SERVICES UNIT	260.59
136355	MAULDING, MELINDA	REFUND CLASS FEES	PARKS-RECREATION	10.00
136356	MCKESSON MEDICAL	EVIDENCE SUPPLIES	POLICE PATROL	628.97
136357	MIZELL, TARA	REIMBURSE SPECIAL EVENT/OH SUPPLIES	RECREATION SERVICES	183.42
	MIZELL, TARA		OPERA HOUSE	191.09
136358	MOBILEGUARD, INC.	ARCHIVING PLATFORM CONTENT USAGE	COMPUTER SERVICES	1,183.00
136359	MOTOR TRUCKS	AIR CAN	EQUIPMENT RENTAL	104.24
	MOTOR TRUCKS	SHOCKS	EQUIPMENT RENTAL	303.68
	MOTOR TRUCKS	WORK LIGHT, COOLANT AND FILTERS	ER&R	1,241.16
136360	MOUNTAIN MIST	COOLER RENTAL/WATER	WASTE WATER TREATMENT	12.82
	MOUNTAIN MIST		SEWER MAIN COLLECTION	12.82
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	12.83
136361	NAVIA BENEFIT	FLEXPLAN FEES	PERSONNEL ADMINISTRATION	91.30
136362	NELSON PETROLEUM	DYED DIESEL FUEL	SEWER CAPITAL PROJECTS	965.23
136363	NW EMERGENCY PHYSICI	INMATE MEDICAL CARE	DETENTION & CORRECTION	194.67
136364	O'BRIEN, APRIL	REIMBURSE WELLNESS EXPENSE	PERSONNEL ADMINISTRATION	134.18
136365	OFFICE DEPOT	FOLDER CREDIT	CITY CLERK	-63.71
	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	11.36
	OFFICE DEPOT		CITY COUNCIL	13.64
	OFFICE DEPOT		GENERAL	22.04
	OFFICE DEPOT		UTIL ADMIN	25.76
	OFFICE DEPOT		ENGR-GENL	26.85
	OFFICE DEPOT		UTIL ADMIN	39.33
	OFFICE DEPOT		UTIL ADMIN	43.61
	OFFICE DEPOT	USB CHARGERS	GENERAL	54.17
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	61.61
	OFFICE DEPOT	CABLES	GENERAL	65.55
	OFFICE DEPOT	OFFICE SUPPLIES	LEGAL-GENL	78.65
	OFFICE DEPOT		COMMUNITY	91.98
	OFFICE DEPOT		CITY CLERK	108.26
	OFFICE DEPOT		ENGR-GENL	140.03
	OFFICE DEPOT		FINANCE-GENL	153.43
	OFFICE DEPOT	DUAL MONITOR ARM	GENERAL	163.94
	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	285.71
	OFFICE DEPOT		ENGR-GENL	339.24
136366	PAC RIM CODE SERVICE	PLAN REVIEW B19-0079	COMMUNITY	1,610.86
136367	PACIFIC POWER BATTER	BATTERIES	UTIL ADMIN	18.90
	PACIFIC POWER BATTER		POLICE PATROL	217.36
	PACIFIC POWER BATTER		TRANSPORTATION	367.86
136368	PARAMETRIX	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL	97,212.95
136369	PART WORKS INC, THE	CHECK VALVES	SOURCE OF SUPPLY	386.50
136370	PARTS STORE, THE	FILTERS	ER&R	12.85
	PARTS STORE, THE		ER&R	37.65
	PARTS STORE, THE	EXHAUST FLUID	STORM DRAINAGE	53.50
	PARTS STORE, THE		SEWER MAIN COLLECTION	53.50
	PARTS STORE, THE	FILTER	EQUIPMENT RENTAL	95.01
	PARTS STORE, THE	HOSE	EQUIPMENT RENTAL	146.46
	PARTS STORE, THE	FILTERS, WW FLUID AND TAIL LIGHTS	ER&R	160.41
	PARTS STORE, THE	FILTERS	SMALL ENGINE SHOP	312.13

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136371	PAYFIRST PROPERTIES	UB REFUND	WATER/SEWER OPERATION	62.74
136372	PAYFIRST PROPERTIES	UB REFUND	WATER/SEWER OPERATION	62.74
136373	PAYFIRST PROPERTIES	UB REFUND	WATER/SEWER OPERATION	62.74
136374	PAYFIRST PROPERTIES	UB REFUND	WATER/SEWER OPERATION	63.46
136375	PAYFIRST PROPERTIES	UB REFUND	WATER/SEWER OPERATION	63.46
136376	PAYFIRST PROPERTIES	UB REFUND	WATER/SEWER OPERATION	63.46
136377	PAYFIRST PROPERTIES	UB REFUND	WATER/SEWER OPERATION	63.46
136378	PAYFIRST PROPERTIES	UB REFUND	WATER/SEWER OPERATION	64.18
136379	PAYFIRST PROPERTIES	UB REFUND	WATER/SEWER OPERATION	64.18
136380	PAYFIRST PROPERTIES	UB REFUND	WATER/SEWER OPERATION	64.18
136381	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	268.60
136382	PETTY CASH- PW	DOL, POSTAGE AND MEETING SUPPLIES	GMA - STREET	7.85
	PETTY CASH- PW		UTIL ADMIN	45.65
	PETTY CASH- PW		EQUIPMENT RENTAL	58.75
	PETTY CASH- PW		EQUIPMENT RENTAL	58.75
136383	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	67.32
	PGC INTERBAY LLC		MAINTENANCE	96.96
	PGC INTERBAY LLC		PRO-SHOP	101.96
	PGC INTERBAY LLC		PRO-SHOP	106.89
	PGC INTERBAY LLC		PRO-SHOP	135.34
	PGC INTERBAY LLC		PRO-SHOP	199.48
	PGC INTERBAY LLC		MAINTENANCE	216.53
	PGC INTERBAY LLC		PRO-SHOP	217.74
	PGC INTERBAY LLC		MAINTENANCE	229.49
	PGC INTERBAY LLC		PRO-SHOP	359.67
	PGC INTERBAY LLC		GOLF COURSE	643.02
	PGC INTERBAY LLC		MAINTENANCE	676.78
	PGC INTERBAY LLC		MAINTENANCE	1,107.60
	PGC INTERBAY LLC		MAINTENANCE	1,746.94
	PGC INTERBAY LLC		MAINTENANCE	2,522.65
	PGC INTERBAY LLC		MAINTENANCE	3,110.68
	PGC INTERBAY LLC		MAINTENANCE	3,986.54
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	6,769.23
	PGC INTERBAY LLC		MAINTENANCE	11,538.43
136384	PLATT ELECTRIC	PLUGS	WATER FILTRATION PLANT	15.74
	PLATT ELECTRIC	ELECTRICAL SUPPLIES	WATER FILTRATION PLANT	121.12
	PLATT ELECTRIC	CONDUIT	WASTE WATER TREATMENT	179.90
136385	PLUT, RYAN	CLAIM FOR DAMAGES	RISK MANAGEMENT	204.49
136386	POINT ROBERTS PRESS	ADVERTISING	OPERA HOUSE	185.25
136387	POLLARDWATER	TABLETS, PILLOWS AND PIPE	WATER DIST MAINS	783.84
136388	POST, ELAINE	REFUND CLASS FEES	PARKS-RECREATION	10.00
	POST, ELAINE		PARKS-RECREATION	10.00
	POST, ELAINE		PARKS-RECREATION	10.00
136389	POSTAL SERVICE	POSTAGE	COMMUNITY	368.17
	POSTAL SERVICE		UTIL ADMIN	471.88
136390	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	3,540.03
136391	PUBLIC SAFETY TESTIN	TESTING FEES	POLICE PATROL	120.00
136392	PUD	ACCT #202378659	MAINT OF GENL PLANT	0.57
	PUD	ACCT #201142098	PARK & RECREATION FAC	7.83
	PUD	ACCT #205283641	STREET LIGHTING	9.08
	PUD	ACCT #205026476	STREET LIGHTING	11.01
	PUD	ACCT #204933311	PUMPING PLANT	14.18
	PUD	ACCT #201380995	PUMPING PLANT	14.23

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136392	PUD	ACCT #201931193	PARK & RECREATION FAC	16.44
	PUD	ACCT #204584361	STREET LIGHTING	17.16
	PUD	ACCT #205026476	STREET LIGHTING	17.21
	PUD	ACCT #204584361	STREET LIGHTING	22.74
	PUD	ACCT #221303498	STREET LIGHTING	26.35
	PUD	ACCT #202177861	PUMPING PLANT	26.86
	PUD	ACCT #201142155	TRANSPORTATION	29.09
	PUD	ACCT #200650745	TRANSPORTATION	29.30
	PUD	ACCT #221610405	STREET LIGHTING	39.39
	PUD	ACCT #204829691	STREET LIGHTING	45.93
	PUD	ACCT #220153100	TRANSPORTATION	47.52
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	49.49
	PUD	ACCT #200827277	TRANSPORTATION	52.46
	PUD	ACCT #200800704	STREET LIGHTING	53.40
	PUD	ACCT #202183679	TRANSPORTATION	55.31
	PUD	ACCT #202220760	GOLF ADMINISTRATION	57.69
	PUD	ACCT #201046380	PARK & RECREATION FAC	59.28
	PUD	ACCT #220298624	STREET LIGHTING	59.54
	PUD	ACCT #202143111	TRANSPORTATION	61.27
	PUD	ACCT #200660439	STREET LIGHTING	65.85
	PUD	ACCT #203996343	STREET LIGHTING	67.76
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	69.09
	PUD	ACCT #202463543	SEWER LIFT STATION	82.25
	PUD	ACCT #202689105	WASTE WATER TREATMENT	89.06
	PUD	ACCT #203540174	PARK & RECREATION FAC	98.52
	PUD	ACCT #202294336	STREET LIGHTING	119.81
	PUD	ACCT #202490637	SEWER LIFT STATION	121.73
	PUD	ACCT #202576112	STREET LIGHTING	129.07
	PUD	ACCT #220731285	STREET LIGHTING	143.64
	PUD	ACCT #202572327	STREET LIGHTING	144.77
	PUD	ACCT #202368197	PUMPING PLANT	149.90
	PUD	ACCT #200812808	PUMPING PLANT	181.02
	PUD	ACCT #202030078	TRANSPORTATION	181.62
	PUD	ACCT #203344585	STREET LIGHTING	203.39
	PUD	ACCT #220020531	STREET LIGHTING	296.51
	PUD	ACCT #202461554	SEWER LIFT STATION	317.26
	PUD	ACCT #200164598	SOURCE OF SUPPLY	482.68
	PUD	ACCT #201639630	GOLF ADMINISTRATION	511.46
	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	10,170.61
	PUD		STREET LIGHTING	15,907.88
136393	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	24.80
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	37.24
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	42.14
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	44.57
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	67.36
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	76.32
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	99.13
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	209.70
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	239.19
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	244.05

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136393	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	417.36
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	724.04
136394	RAILROAD MANAGEMENT	WATER PIPELINE LICENSE #301060	UTIL ADMIN	258.95
136395	RAIN FOR RENT	PIPE RENTAL	WATER CAPITAL PROJECTS	1,909.03
136396	REIS, DEBBIE	REFUND CLASS FEES	PARKS-RECREATION	10.00
	REIS, DEBBIE		PARKS-RECREATION	10.00
136397	RESPALIE, NATHAN & P	UB REFUND	WATER/SEWER OPERATION	27.15
136398	ROY ROBINSON	STOP LIGHT SWITCH	EQUIPMENT RENTAL	12.32
136399	SABR, NASEER	REFUND ELECTRICAL PERMIT FEE	COMMUNITY DEVELOPMENT	50.00
136400	SADLER, PAULA	UB REFUND	WATER/SEWER OPERATION	26.02
136401	SHERWIN WILLIAMS	PAINT, TRAYS, BRUSHES AND COVER	PARK & RECREATION FAC	145.16
136402	SHRED-IT US	MONTHLY SHREDDING SERVICE	CITY CLERK	4.56
	SHRED-IT US		LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
	SHRED-IT US		POLICE PATROL	109.44
136403	SIX ROBBLEES INC	AXLE KIT, TIRE AND WHEEL	EQUIPMENT RENTAL	391.56
136404	SNO CO PUBLIC WORKS	RR6051-AID AGREEMENT	ROADWAY MAINTENANCE	257.93
136405	SNO CO TREASURER	INMATE HOUSING-SEPT 2019	DETENTION & CORRECTION	48,270.51
136406	SOLID WASTE SYSTEMS	CABLES	EQUIPMENT RENTAL	428.02
136407	SOUTHEASTERN SECURIT	BACKGROUND CHECKS	PERSONNEL ADMINISTRATION	185.00
136408	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	20.66
	STAPLES		PERSONNEL ADMINISTRATION	80.71
136409	STATE PATROL	FINGERPRINT ID SERVICES	GENERAL FUND	145.75
136410	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATION	5,183.10
	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATION	5,532.33
136411	THOMAS, JEFFREY	REIMBURSE TRAINING/TRAVEL EXPENSES	COMMUNITY	200.00
	THOMAS, JEFFREY		COMMUNITY	252.07
136412	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	CITY HALL	314.50
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG	314.50
136413	TOPCON SOLUTIONS	BLUEBEAM SOFTWARE LICENSE RENEWALS	COMMUNITY	664.38
	TOPCON SOLUTIONS		ENGR-GENL	1,328.77
	TOPCON SOLUTIONS		UTIL ADMIN	3,308.99
136414	TRACY & SARAH MCLAUG	UB REFUND	WATER/SEWER OPERATION	29.06
136415	TRIMAXX CONSTRUCTION	FILL STATION REFUND	WATER-UTILITIES/ENVIRONMN	-21.00
	TRIMAXX CONSTRUCTION		WATER/SEWER OPERATION	100.00
136416	TRUE NORTH EQUIPMENT	PIVOT ARM DUMP CYLINDERS	ER&R	1,647.22
	TRUE NORTH EQUIPMENT	CONTROL VALVES	ER&R	2,325.65
136417	TURNER, ALLISON	UB REFUND	WATER/SEWER OPERATION	21.03
136418	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	30.82
	UNITED PARCEL SERVIC		POLICE PATROL	120.11
136419	UNIVAR USA INC	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	1,935.27
136420	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	1,111.88
136421	VERIZON	WIRELESS MODEMS	DETENTION & CORRECTION	-7.85
	VERIZON		COMMUNITY SERVICES UNIT	160.34
	VERIZON		OFFICE OPERATIONS	360.37
	VERIZON		POLICE PATROL	2,161.01
136422	WATAI	WATAI DUES-MCSHANE	POLICE INVESTIGATION	60.00
136423	WAVEDIVISION HOLDING	INET LEASE/INTERNET CHARGES	WATER QUAL TREATMENT	111.20
	WAVEDIVISION HOLDING		CENTRAL SERVICES	513.24
	WAVEDIVISION HOLDING		COMPUTER SERVICES	833.34
136424	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,790.33
136425	WESTERN GRAPHICS	GRAPHICS-#P168	POLICE PATROL	722.53
	WESTERN GRAPHICS	LOGOS	ER&R	1,180.09

DATE: 11/13/2019
TIME: 9:36:10AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 8
49

FOR INVOICES FROM 11/7/2019 TO 11/13/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136426	WESTERN TRUCK	DIAGNOSE AND REPAIR #J025	EQUIPMENT RENTAL	896.89
136427	WHATCOM COUNTY	QTR 3 NW MINI CHAIN	DETENTION & CORRECTION	7,123.00
136428	WHITNEY EQUIPMENT CO	POWER PACKS AND BATTERIES	WASTE WATER TREATMENT	1,522.55

WARRANT TOTAL: 946,491.22

CHECK #133871 INITIATOR ERROR (240.00)

CHECK #134958 INITIATOR ERROR (240.00)

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY


946,011.22

Index #3

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 25, 2019

AGENDA ITEM:	
2020 Transportation Benefit District (TBD) Projects	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Laycock, City Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
2020 TBD Project Presentation	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	
Attached for your review and approval are the 2020 Transportation Benefit District projects as recommended by staff. The presentation includes a project breakdown with a description of estimated expenditures, project photos and map.	

RECOMMENDED ACTION:

Staff recommends that Council approve the 2020 Transportation Benefit District projects as attached.

RECOMMENDED MOTION:

I move to approve the 2020 Transportation Benefit District projects as attached.

2020 Transportation Benefit District



TBD Snapshot

- Revenues generated from TBD sales tax revenue have continued to trend higher than anticipated. Original estimates were \$1.6M annually.
- Estimated revenue, planned TBD expenditures and year-end balances are shown below.

	2019	2020
Carryover	\$1.43M	\$2.20M
Projected Revenue	\$2.73M	\$2.84M
Expenditures	\$1.96M est	\$4.57M
Remaining Balance	\$2.20M est	\$500K



2020 Transportation Benefit District

- Proposed 2020 TBD program total of \$4,535,000.
- The 2020 projects are as follows:

2020 Pavement Preservation - \$2,000,000

- 44th St NE (71st Ave NE to 83rd Ave NE) - \$675,000
- 67th Place NE (67th Ave NE to 71st Ave NE) - \$450,000
- 67th Street NE (71st Ave NE and 76th Dr NE) - \$450,000
- Grove Street (76th Dr NE to 83rd Ave NE) - \$425,000

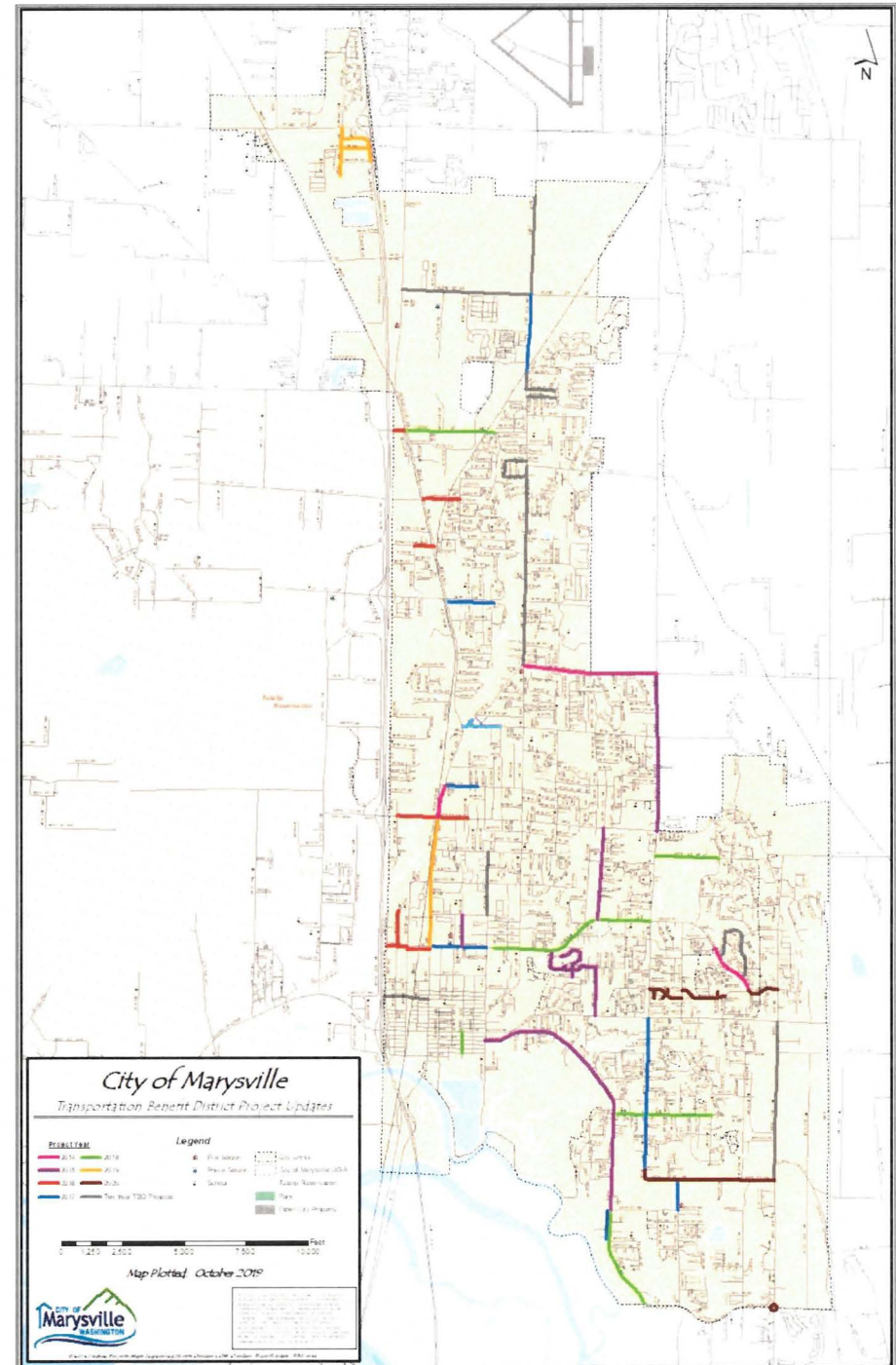
2019 TBD Projects carried over into 2020 - \$2,535,000

- 83rd and Soper Hill Rd Compact Roundabout - \$1,500,000 (Construction)
- Completion of ADA Transition Plan and Pavement Management System Update - \$185,000
- Alder Avenue Sidewalks Improvements - \$150,000 (Construction)
- 80th St NE Non-Motorized - \$150,000 (Design and Right-of-Way)
- Soper Hill Rd and 71st Ave NE - \$300,000 (Design)
- Sunnyside Blvd and 53rd Ave NE - \$250,000 (Design)



TBD Map

- Shows projects completed by year since 2014, planned 2020 construction projects and remaining TBD projects





**44th St NE
(71st Ave NE to 83rd Ave NE)**

Project Cost Est. \$675,000





**67th PI NE
(67th Ave NE to 71st Ave NE)**

Project Cost Est. \$450,000





**67th St NE
(71st Ave NE to 76th Dr NE)**

Project Cost Est. \$450,000





Grove Street (76th Dr NE to 83rd Ave NE)


Project Cost Est. \$425,000



Index #4

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 25, 2019

AGENDA ITEM:	
Project Acceptance – Highway 9 Exploratory Well	
PREPARED BY:	DIRECTOR APPROVAL: JL
Kyle Hays / Project Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Notice of Physical Completion Letter	
BUDGET CODE:	AMOUNT:
40220594.563000, W1802	\$ N/A
SUMMARY:	

The Highway 9 Exploratory Well project consists of drilling, construction and testing of a large-diameter exploratory well up to 1,000 feet in depth, with a potential maximum capacity of 1,000 gallons per minute. Change Order #1 was executed to drill up to an additional 300 feet, because preliminary analysis of the aquifer encountered in the first 963 feet suggested poor capacity, and bedrock elevation was estimated to be 1,200 – 1,300 feet deep. The well was ultimately drilled to 1,280 feet deep. Unfortunately, flow testing performed upon completion of the well determined that the aquifer would not be suitable for water production, due to poor recharge rate and high levels of fine sediment.

City Council awarded the project to Holt Services, Inc. on July 9, 2018 in the amount of \$857,135.06 including a management reserve of \$104,544.45 for a total allocation of \$961,679.51. Change Order #1 was approved by Council on December 10, 2018 for \$213,579.62 for a total allocation of \$1,175,259.13. The project was completed at a cost of \$1,140,620.39 which was \$283,485.33 or 33.07% above the original bid amount.

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor accept the Highway 9 Exploratory Well Project, starting the 45-day lien filing period for project closeout.

RECOMMENDED MOTION:

I move to authorize the Mayor accept the Highway 9 Exploratory Well Project, starting the 45-day lien filing period for project closeout.

PUBLIC WORKS
Kevin Nielsen, *Director*



80 Columbia Avenue
Marysville, Washington 98270
Phone (360) 363-8100
Fax (360) 363-8284

October 8th, 2019

Holt Services, Inc.
Attn: Chris Dean
10621 Todd Rd E
Edgewood, WA 98372

Subject: Highway 9 Exploratory Well – Notice of Physical Completion

Dear Chris,

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of today. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. Please submit the following items for project closeout:

1. Affidavits of Wages Paid

Upon obtaining receipt of the above items and acceptance I will submit a notice of completion of public works project to obtain the following:

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I

It has been a pleasure working with Holt Services, Inc. on this project. I look forward to working with you in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kyle Hays", with a long, sweeping underline.

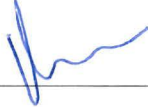
Kyle Hays
Project Engineer

Index #5

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 25, 2019

AGENDA ITEM:	
Wastewater Collection System Infiltration & Inflow Evaluation	
PREPARED BY:	DIRECTOR APPROVAL:
Matthew Eyer, Storm/Sewer Supervisor	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Two copies of the Professional Services Agreement with BHC	
BUDGET CODE:	AMOUNT:
401 533042453580 541000 S1920	\$140,964
SUMMARY:	
<p>The Wastewater Collection System Infiltration and Inflow Evaluation is being performed because it is a requirement of the City's National Pollution Discharge Elimination System (NPDES) Waste Discharge Permit WA0022497. Inflow and Infiltration (I&I) is the unintended flow of ground water and/or surface water into the sewer collection system. This evaluation will determine if I&I into the sewer collection system is excessive and if additional efforts are needed to address it. Tasks to be performed as part of this evaluation will include analysis of existing lift station data, localized flow monitoring and system smoke testing when warranted. The deliverables of this evaluation will be a report that will be submitted to the Department of Ecology and that will be incorporated into the capital facility portion of the Sewer Comprehensive plan update as needed. This project was budgeted for as part of the 2019-2020 Biennial Budget for the amount of \$150,000.</p>	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement for the Wastewater Collection System Infiltration & Inflow Evaluation with BHC Consulting, Inc. in the amount of \$140,964.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the Professional Services Agreement for the Wastewater Collection System Infiltration & Inflow Evaluation with BHC Consulting, Inc. in the amount of \$140,964.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND BHC CONSULTANTS**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and BHC Consultants, a limited liability corporation, licensed/incorporated in Washington, organized under the laws of the state of Washington, located and doing business at 1601 Fifth Avenue Suite 500, Seattle, WA 98101 (“Consultant”).

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

1. SCOPE OF SERVICES. The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

2. TERM. The term of this Agreement shall commence on December 10, 2019 and shall terminate at midnight on December 31, 2020. The parties may extend the term of this Agreement by executing a written supplemental amendment.

3. COMPENSATION. The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed One Hundred Forty Thousand Nine Hundred Sixty Four Dollars (**\$140,964**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT’S OBLIGATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.6 INDEMNITY.

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

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

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

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

_____ (City Initials) RAD ^{Consultant} (~~Contractor~~ Initials) RAD 11/6/2019

4.7 INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.9 INDEPENDENT CONTRACTOR.

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

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

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

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

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

4.10 EMPLOYMENT.

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

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

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

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

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

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

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

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

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

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

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

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

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

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

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

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

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE

Matthew Eyer
80 Columbia Avenue
Marysville, WA 98270

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

BHC CONSULTANTS, LLC

Peter Cunningham, P.E.

1601 Fifth Avenue Suite 500

Seattle, WA 98101

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

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

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

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

6.5 SEVERABILITY.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this 6th day of November, 2019.

BHC CONSULTANTS

By Ron Dorn
Ron Dorn
Its: President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

EXHIBIT A

SCOPE OF WORK
City of Marysville
Wastewater Collection System Inflow and Infiltration Evaluation

Statement of Understanding

Infiltration and inflow (I/I) is the wastewater component consisting of stormwater surface runoff entering the sewer system (inflow) and infiltration from storm-saturated ground conditions. Inflow typically enters the sewer system directly through storm sewer connections, basement sump pumps, roof drains, and submerged manholes. Infiltration occurs as groundwater leaks into the sewer system through cracked or broken pipes and manholes or through loose joints and connections. I/I is important in determining the peak day and peak hour flows throughout the system, which are important when considering system capacity. I/I can vary significantly due to changes in groundwater tables, rainfall intensity, and rainfall duration.

The City of Marysville (City) is required to conduct an I/I evaluation to meet the requirements of Section S4.E "Infiltration and Inflow Evaluation" of The City's NPDES Permit (Waste Discharge Permit No. WA0022497). City-wide I/I rates were evaluated as part of the 2011 Sewer Comprehensive Plan (SCP). Based on US EPA criteria, that evaluation concluded that I/I is not considered excessive in the City. However, this was based on measurements at the treatment plant only, which can obscure high I/I rates in individual basins. This project will consist of three primary parts:

- An updated evaluation of more recent flow data to determine whether or not I/I within the entire collection system is still considered not excessive per US EPA criteria.
- Evaluation of existing pump station data to calculate individual basins I/I rates and suggest locations for additional flow monitoring to identify the most significant locations of I/I.
- Install additional flow meters and evaluate the collected data.

Scope of Work

The Scope of Work tasks are separated into four components where applicable:

1. Work Tasks: tasks that will be completed by the Consultant.
2. Receivables: elements that will be provided by the City.
3. Assumptions: assumptions used to develop each Work Task.
4. Deliverables: the finished product that will be delivered to the City via electronic and/or hard copy.

Task 1 – Project Management

Work Tasks:

- 1.1 Client and Team Coordination. Coordinate with City staff and provide regular status updates through meetings, telephone communication, and e-mail during the project. Proactively manage team resources needed to complete the project.
- 1.2 Monthly Invoices. Prepare monthly invoices.

Receivables:

- Approved Contract.

Assumptions:

- Project duration is twelve (12) months.

Deliverables:

- Up to twelve (12) monthly invoices and progress reports.
- One project kickoff meeting is included.

Task 2 – US EPA I/I Evaluation

Work Tasks:

- 2.1 Review WWTP Flow Data. Prepare data request for I/I evaluation. Collect and review wastewater treatment plant (WWTP) flow meter data provided by the City.
- 2.2 I/I Evaluation Study. Assess measurable infiltration and inflow using existing monitoring records on a City-wide basis. Assess I/I rates per US EPA criteria to determine if they are considered excessive. Prepare a Draft and Final I/I Evaluation Study report summarizing any measurable infiltration and inflow and the results of the evaluation.

Receivables:

- 2-5 years of flow meter data from the WWTP.
- Flows from major industrial or commercial users (greater than 50,000 gpd).
- Current sewered population.
- One (1) consolidated set of City review comments on the Draft I&I Evaluation Study.

Assumptions:

- The City will provide requested data and information within five (5) working days of request.

Deliverables:

- Information and data request within five (5) days of notice to proceed.
- Draft and Final I&I Evaluation Study (PDF).

Task 3 – Preliminary Basin I/I Evaluation

Work Tasks:

- 3.1 Review City Flow Data. Prepare data request. Collect and review flow and/or pump runtime information and data provided by the City.
- 3.2 Basin Analysis. Delineate basins based on tributary areas to pump stations or other metered locations. Assess measurable infiltration and inflow using existing monitoring records for each basin. Assess I/I rates per US EPA criteria to determine if they are considered excessive. Identify locations where additional metering will be located. Prepare a technical memorandum showing location of proposed additional metering. Meet with City to discuss results of Basin Analysis and location of proposed flow monitors.
- 3.3 Prepare Report. Prepare a Draft Basin I&I Evaluation Study summarizing I/I data and results of the evaluation.

Receivables:

- Flow meter and pump runtime data from pump stations and any other metered locations.
- One (1) consolidated set of City review comments on the Draft Basin I&I Evaluation Study.
- City staff feedback on number and location of meters to be installed.

Assumptions:

- The City will provide requested data and information within five (5) working days of request.
- Per basin populations will be provided by the City, or will be estimated based on number of parcels and typical people/parcel, and corroborated by typical per capita flow rates and measured dry weather flow.
- No modeling will be performed as part of this project.
- One meeting with project manager and staff engineer is included.

Deliverables:

- Information and data request within five (5) days of notice to proceed.
- Draft Basin I&I Evaluation Study (PDF).

Task 4 – Flow Monitoring and Additional Basin I/I Evaluation

Work Tasks:

- 4.1 Install and Monitor Flow Meters. Provide metering locations to ADS to install and collect data from up to eight (8) sites throughout the City. Sites will be monitored for eight (8) months. ADS Scope of Work is included as an Attachment.
- 4.2 Basin Analysis. Assess measurable infiltration and inflow using additional data collected for selected basins. Reassess I/I rates within these selected basins per US EPA criteria to confirm the initial assessment as to whether or not I/I is considered excessive as an assessment benchmark. Meet with City to discuss results of additional Basin Analysis and location of smoke testing.
- 4.3 Smoke testing. Smoke test at two (2) locations for a total of 11,000 lineal feet. ADS Scope of Work is included as an Attachment.
- 4.4 Update Report. Finalize the Basin I&I Evaluation Study by incorporating City comments, summary of additional data collected, and evaluation of the additional monitoring data.

Receivables:

- Flow meter and pump runtime data from pump stations and any other metered locations.
- One (1) consolidated set of City review comments on the Draft Basin I&I Evaluation Study.
- Any known information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits
- City input on location of smoke testing.
- One (1) complete set of collection system drawings (maps) for the test area.
- Disclosure of any known sanitary system hazards.
- Other information required by ADS to perform services under the Agreement.

Assumptions:

- The City will provide requested data and information within five (5) working days of request.
- BHC will hire ADS to perform the additional flow monitoring.
- Budget reflects eight (8) flow monitoring locations and 5,500 lf of pipe to be smoke tested.
- Two meetings with project manager and staff engineer are included.
- City to provide ADS additional traffic control services at locations requiring more than ADS' standard traffic control services, which include 1 arrowboard or flashing vehicle beacon, 2 signs, and 18 cones.
- City to pay all local licenses and any permits fees, as required.
- City to provide access to the site of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, including, but is not limited to exposing manholes and clearing easements.
- If sewer line is dirty and/or debris is evident, City will ensure that selected sites have been jet cleaned to minimize hydraulic deficiencies or select an alternate location.
- City will send mail notifications to residents prior to smoke testing.
- City will provide all permits and approvals necessary for ADS to perform smoke testing.

Deliverables:

- Information and data request within five (5) days of notice to proceed.
- Draft and Final Basin I&I Evaluation Study (PDF).
- Draft and Final Smoke Testing Study (PDF).

Exclusions

Due to the nature of work scoped herein, the following items are excluded from this Scope of Work:

- Modeling.
- Detailed design and preparation of construction drawings and specifications.
- Environmental monitoring.
- Wastewater sampling and sampling support.
- Surveying.
- Geotechnical investigations and inspections. Previous geotechnical investigations performed in the vicinity (if available) will be reviewed.
- Permitting support.

Estimated Fee

The estimated fee is \$140,964. A breakdown of the fee estimate is included as Exhibit B.

Schedule

Approximate project milestones are shown below.

Project Notice to Proceed	December 10, 2019
Final US EPA I&I Evaluation Study	December 20, 2019
Draft Basin I&I Evaluation Study	December 20, 2019
Flow Monitoring	December 16, 2019 – August 21, 2020
Final Basin I&I Evaluation Study	September 25, 2020

Appendix B Project Budget

P.M.: Peter Cunningham

Project No.: _____

Date: 11/6/19

Project Name Wastewater Collection System Inflow and Infiltration Evaluation

Task No.	Task Description	Princ. Engr./QC <i>Giese</i>		Proj. Manager <i>Cunningham</i>		Staff Engineer <i>Palmerton/Bryant</i>		GIS Specialist <i>Tolentino</i>		Project Admin <i>Pierson</i>		Clerical/WP <i>Sifferman</i>		Subconsultant w/ 10% Markup	Total		
		\$230		\$180		\$120		\$125		\$125		\$110			Cost	Hours	Cost
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost				
1	Project Management																
1.1	Client and Team Coordination		\$0	22.0	\$3,960		\$0		\$0	4.0	\$500	4.0	\$440		30	\$4,900	
1.2	Monthly Invoices		\$0	6.0	\$1,080		\$0		\$0	12.0	\$1,500		\$0		18	\$2,580	
	Subtotal													\$0	48	\$7,480	
2	US EPA I/I Evaluation																
2.1	Review WWTP Flow Data		\$0	4.0	\$720	4.0	\$480		\$0		\$0		\$0		8	\$1,200	
2.2	I/I Evaluation Study	1.0	\$230	8.0	\$1,440	32.0	\$3,840	4.0	\$500		\$0	2.0	\$220		47	\$6,230	
	Subtotal													\$0	55	\$7,430	
3	Preliminary Basin I/I Evaluation																
3.1	Review City Flow Data		\$0	4.0	\$720	8.0	\$960		\$0		\$0		\$0		12	\$1,680	
3.2	Basin Analysis		\$0	16.0	\$2,880	40.0	\$4,800	16.0	\$2,000		\$0		\$0		72	\$9,680	
3.3	Prepare Report	2.0	\$460	16.0	\$2,880	40.0	\$4,800	8.0	\$1,000		\$0	4.0	\$440		70	\$9,580	
	Subtotal													\$0	154	\$20,940	
4	Flow Monitoring and Additional Basin I/I Evaluation																
4.1	Install and Monitor Flow Meters		\$0	4.0	\$720	4.0	\$480	2.0	\$250		\$0		\$0	\$71,867	10	\$73,317	
4.2	Basin Analysis		\$0	24.0	\$4,320	24.0	\$2,880	4.0	\$500		\$0		\$0		52	\$7,700	
4.2	Smoke Testing		\$0	4.0	\$720	4.0	\$480		\$0		\$0		\$0	\$14,850	8	\$16,050	
4.2	Update Report	2.0	\$460	16.0	\$2,880	24.0	\$2,880	4.0	\$500		\$0	8.0	\$880		54	\$7,600	
	Subtotal													\$86,717	124	\$104,667	
TOTAL DIRECT LABOR		5	\$1,150	124	\$22,320	180	\$21,600	38	\$4,750	16	\$2,000	18	\$1,980	\$86,717	381	\$140,517	
6	Reimbursable Expenses																
	Mileage @		\$0.580 per mile													\$406	
	Drawing Reproductions															\$0	
	Report/Specifications Reproductions															\$0	
	Mailings															\$0	
	Subtotal															\$406	
	Markup @		10%													\$41	
TOTAL REIMBURSABLE EXPENSES																\$447	
TOTAL BASE BUDGET																\$140,964	

EXHIBIT B
Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants:

ADS Environmental Services

OR


There are no approved subcontractors or subconsultants.

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: NOVEMBER 25, 2019

AGENDA ITEM:	
Waste 2 Resources Waste Reduction and Recycling Education Grant Agreement with Department of Ecology	
PREPARED BY:	DIRECTOR APPROVAL: 
JR Myers, Solid Waste/Support Services Supervisor	
DEPARTMENT:	
Public Works – Solid Waste	
ATTACHMENTS:	
Agreement No. SWMWRRED-1921-MaryPW-00021	
BUDGET CODE:	AMOUNT:
41046290.541000	\$60,000.00
SUMMARY:	

Staff is requesting authorization to accept a Waste 2 Resources Waste Reduction and Recycling Education (WRRED) grant from the State of Washington Department of Ecology. The grant will be used to support a corrective education program in the multi-family sector to reduce contamination of recyclable materials. This program will be a collaborative effort between the City of Marysville, Waste Management, and multi-family property managers and owners. Program activities will take place upon approval of the Agreement through June 20, 2021.

Total eligible program cost is \$60,000.00 Department of Ecology's share is 75% or \$45,000.00 and the City's share is 25% or \$15,000.00. City funds will be paid from the Solid Waste Division operating budget.

A consulting firm will be hired to lead the collaboration process and conduct education activities at 40 to 55 multi-family properties.

RECOMMENDED ACTION:

Staff recommends City Council authorize the Mayor to sign the Waste 2 Resources Waste Reduction and Recycling Education Grant Agreement No. SWMWRRED-1921-MaryPW-00021 between the State of Washington Department of Ecology and City of Marysville.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign the Waste 2 Resources Waste Reduction and Recycling Education Grant Agreement No. SWMWRRED-1921-MaryPW-00021 between the State of Washington Department of Ecology and City of Marysville.



Agreement No. SWMWRRED-1921-MaryPW-00021

SOLID WASTE MANAGEMENT WASTE REDUCTION AND RECYCLING EDUCATION AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MARYSVILLE PUBLIC WORKS

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 PUBLIC WORKS, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Multifamily Clean Recycling
Total Cost:	\$60,000.00
Total Eligible Cost:	\$60,000.00
Ecology Share:	\$45,000.00
Recipient Share:	\$15,000.00
The Effective Date of this Agreement is:	09/01/2019
The Expiration Date of this Agreement is no later than:	06/30/2021
Project Type:	Solid Waste Education

Project Short Description:

The City of Marysville will identify contamination in multifamily recycling programs and provide recycling program design and technical assistance, and education support to reduce contamination of recyclable materials and improve multifamily recycling programs.

Project Long Description:

The Multifamily Clean Recycling project is a collaborative effort between the City of Marysville, Waste Management (WM) - the contracted recycling service provider, and Blue Marble Environmental – a recycling education consulting group. The project will provide a multi-pronged approach to identify contamination in the multifamily target audience and provide specific and coordinated education to property management and residents to correct contamination occurrences and change behavior. Resident education will include door to door recycling engagement with residents, distribution of recycling instructions to residents, and recycling education presentations to residents via tabling events or

State of Washington Department of Ecology

Agreement No: SWMWRRED-1921-MaryPW-00021

Project Title: Multifamily Clean Recycling

Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS

presentations in common areas. The project is supported by Snohomish County which provides printing and production of posters and recycling instructions, and residential information flyers for household hazardous waste disposal options, appliance recycling, and other disposal/recycle programs.

Overall Goal:

- 1) Monitor recycling carts and apply multiple education strategies to correct contamination occurrences.
- 2) Provide recycling education support to residents that addresses and corrects specific contamination of recyclable materials identified by cart monitoring and service provider driver observations at time of recycle cart collection.
- 3) Reduce contamination of recyclable materials generated from the City of Marysville multifamily community.

State of Washington Department of Ecology
Agreement No: SWMWRRED-1921-MaryPW-00021
Project Title: Multifamily Clean Recycling
Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS

RECIPIENT INFORMATION

Organization Name: CITY OF MARYSVILLE PUBLIC WORKS

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

Agreement No: SWMWRED-1921-MaryPW-00021
 Project Title: Multifamily Clean Recycling
 Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS

<p>Project Manager</p>	<p>Jack Harris</p> <p>5419 Greenwood Ave North Seattle, Washington 98103 Email: jharris@seanet.com Phone: (206) 755-5225</p>
<p>Billing Contact</p>	<p>JR Myers Solid Waste Supervisor</p> <p>80 Columbia Ave. Marysville, Washington 98270 Email: jrmyers@marysvillewa.gov Phone: (360) 363-8173</p>
<p>Authorized Signatory</p>	<p>JR Myers Solid Waste Supervisor</p> <p>80 Columbia Ave. Marysville, Washington 98270 Email: jrmyers@marysvillewa.gov Phone: (360) 363-8173</p>

State of Washington Department of Ecology
Agreement No: SWMWRRED-1921-MaryPW-00021
Project Title: Multifamily Clean Recycling
Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kelsey Dunne PO Box 47600 Olympia, Washington 98504-7600 Email: KDUN461@ecy.wa.gov Phone: (360) 407-6129
Financial Manager	Kelsey Dunne PO Box 47600 Olympia, Washington 98504-7600 Email: KDUN461@ecy.wa.gov Phone: (360) 407-6129

State of Washington Department of Ecology

Agreement No: SWMWRRED-1921-MaryPW-00021

Project Title: Multifamily Clean Recycling

Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS

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 PUBLIC WORKS

By: _____

By: JR Myers 11.6.19

Laurie Davies Date

JR Myers Date

Solid Waste Management

Solid Waste Supervisor

Program Manager

Template Approved to Form by
Attorney General's Office

State of Washington Department of Ecology
Agreement No: SWMWRRED-1921-MaryPW-00021
Project Title: Multifamily Clean Recycling
Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS

Jon Nehring

Mayor, City of Marysville

Date

State of Washington Department of Ecology
Agreement No: SWMWRED-1921-MaryPW-00021
Project Title: Multifamily Clean Recycling
Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS

SCOPE OF WORK

Task Number: 1 **Task Cost: \$7,000.00**

Task Title: Project Administration

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report; submittal of required performance items; and compliance with applicable procurement and contracting requirements.

B. The RECIPIENT will, along with each request for reimbursement, prepare and submit a progress report to ECOLOGY’s project manager through Ecology’s Administration of Grants and Loans (EAGL) online grant management system. The reports shall include, at a minimum, the following information:

1. A comparison of actual accomplishments to the objectives established for the reporting period.
2. The reasons for any delays if the project does not meet established objectives.
3. Plan and schedule of activities for the upcoming two months.
4. Analysis and explanations of any cost overruns.
5. Any additional pertinent information.

C. The RECIPIENT will submit a Recipient Closeout Report encompassing the entire project with their last payment request. The RECIPIENT shall submit the final payment request and Recipient Closeout Report within 30 days of the Agreement expiration date.

D. The RECIPIENT must manage and 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 administration requirements.

Task Expected Outcome:

1. Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
2. Properly maintained project documentation.

State of Washington Department of Ecology
Agreement No: SWMWRRED-1921-MaryPW-00021
Project Title: Multifamily Clean Recycling
Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS

Recipient Task Coordinator: Jack Harris

Project Administration

Deliverables

Number	Description	Due Date
1.1	Payment Request/Progress Report	10/30/2019
1.2	Payment Request/Progress Report	01/30/2020
1.3	Payment Request/Progress Report	04/30/2020
1.4	Payment Request/Progress Report	07/30/2020
1.5	Payment Request/Progress Report	10/30/2020
1.6	Payment Request/Progress Report	01/30/2021
1.7	Payment Request/Progress Report	04/30/2021
1.8	Final Quarterly Payment Request/Progress Report	07/30/2021
1.9	Final Recipient Closeout Report	07/30/2021

Agreement No: SWMWRRED-1921-MaryPW-00021
Project Title: Multifamily Clean Recycling
Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS

SCOPE OF WORK

Task Number: 2 Task Cost: \$53,000.00

Task Title: Multifamily Clean Recycling

Task Description:

The RECIPIENT will accomplish the following to complete this task:

- Plan and conduct meetings with Waste Management, and recycling consultant education and outreach staff.
- Screen, scout and review multifamily properties and recycling containers.
- Identify and select 40 to 55 properties for program participation.
- Meet with property management and maintenance.
- Monitor and identify contamination items/issues and amount of contamination.
- Review and compare contamination observations and findings with Waste Management.
- Develop key recycling messages to reduce contamination.
- Plan and conduct resident door-to-door education outreach and recycling presentations to residents with property management.
- Provide technical recycling program design and setup assistance (container orientation and location, potential service level changes to recycle, install posters, apply container decals, develop and post specific signage in strategic attention getting locations to reinforce and support key message).
- Monitor and check containers to evaluate and measure contamination reduction.
- Record findings and track results.
- Report/share information with project team.
- Provide feedback/results to property managers and program information/instruction packets to ensure success for current and new residents.

Materials and education will be available and provided in English and Spanish. This includes recycling instructions and customized "recycle right" messaging in English and Spanish, as well as Spanish speaking recycling education and outreach staff for door to door and education presentations.

The RECIPIENT's communication documents and materials paid for with the task budget must be pre-approved by ECOLOGY as outlined in General Terms and Conditions 19. PRESENTATION AND PROMOTIONAL MATERIALS in this Agreement.

Task costs:

- Consultant fees
- Travel costs
- Administrative costs
- Production of educational materials

Task Goal Statement:

- 1) Monitor recycling carts and apply multiple education strategies to correct contamination occurrences.
- 2) Provide recycling education support to residents that addresses and corrects specific contamination of recyclable materials identified by cart monitoring and service provider driver observations at time of recycle cart collection.

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3) Reduce contamination of recyclable materials generated from the City of Marysville multifamily community.

Task Expected Outcome:

Reduce contamination in recycle containers by 50% of initially assessed level of contamination.

Recipient Task Coordinator: Jack Harris

Multifamily Clean Recycling

Deliverables

Number	Description	Due Date
2.1	List of selected properties for program participation.	03/31/2020
2.2	Key recycling messages.	06/30/2020
2.3	Information/instruction packets provided to residents.	03/31/2021
2.4	Summary of final assessment.	06/30/2021

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BUDGET

Funding Distribution EG200295

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: City of Marysville Public Works WRRED Funding Type: Grant
 Funding Effective Date: 09/01/2019 Funding Expiration Date: 06/30/2021

Funding Source:

Title: Waste Reduction, Recycling, and Litter Control Account (WRRICA)
 Type: State
 Funding Source %: 100%
 Description: Waste Reduction and Recycling Education Grants

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 25%
 InKind Interlocal Allowed: No
 InKind Other Allowed: Yes
 Is this Funding Distribution used to match a federal grant? No

City of Marysville Public Works WRRED	Task Total
Project Administration	\$ 7,000.00
Multifamily Clean Recycling	\$ 53,000.00

Total: \$ 60,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
City of Marysville Public Works WRRED	25.00 %	\$ 15,000.00	\$ 45,000.00	\$ 60,000.00
Total		\$ 15,000.00	\$ 45,000.00	\$ 60,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

The RECIPIENT must communicate in the Progress Reports any delays likely to last longer than three months and deviations from the spending plan of more than \$5,000.

ECOLOGY reserves the right to terminate the Agreement based on non-performance, including but not limited to spending delays longer than six consecutive months as compared to the spending plan.

The RECIPIENT's past performance, including but not limited to timely and accurate PRPRs, completing deliverables, and spending the agreement budget prior to end of the biennium, may be used in evaluating future Waste Reduction and Recycling Education grant applications.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

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,

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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 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.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

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.

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- 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.
- 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

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

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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)

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

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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.

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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

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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

Agreement No: SWMWRRED-1921-MaryPW-00021
Project Title: Multifamily Clean Recycling
Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS

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 #7

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 25, 2019

AGENDA ITEM: Agreement for Contracted Inmate Housing with South Correctional Entity (SCORE)	AGENDA SECTION:	
PREPARED BY: Wendy Wade, Commander	AGENDA NUMBER:	
ATTACHMENTS: Agreement for Inmate Housing Contract--2020	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: 00103 960 544400	AMOUNT:	

This agreement is to continue to contract for 5 guaranteed beds for inmate housing with South Correctional Entity (SCORE). The current agreement will expire on December 31, 2019.

Daily Housing Rates for “Guaranteed Beds” went from \$124 to \$128 per day.

Additionally SCORE is including the following “new charges”:

Mental Health—Residential Beds	\$159
Medical--Acute Beds	\$217
Mental Health—Acute Beds	\$278

(Definitions included in the agreement)

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

INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and _____ a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, SCORE was formed by its Member Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the City of Des Moines (the "SCORE Facility") to serve the Member Cities and federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

Commencement Date means January 1, 2020.

Contract Agency Inmate means a person or persons subject to the Contract Agency's custody who is transferred to SCORE's custody under this Agreement.

Daily Bed Rate means the daily rate Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE's custody to be housed at the SCORE Facility. The term "Inmates" includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009, executed among the parties thereto for the purpose of forming SCORE, as it may be amended and restated from time to time.

Mental Health - Residential Beds means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

Medical – Acute Beds means an Inmate is clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

Mental Health – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

Member City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher Daily Bed Rate – Non-Guaranteed, as set forth in Exhibit A.

SCORE Facility means the correctional facility maintained and operated by SCORE known by 20817 17th Avenue South, Des Moines, WA 98198.

Termination Date means _____.

SECTION 2. TERM.

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

SECTION 3. INMATE HOUSING AND SERVICES.

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

SECTION 4. COMPENSATION.

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A. Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures. Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the Contract Agency Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Contract Agency Inmate is entitled. The information is used for third party billing.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows. SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Member City of

arrest, or the Member City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family member or friend with confirmed transportation, or be released via private taxi.

SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGRAMS.

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.
- B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.
- C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.
- D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
- E. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

SECTION 7. HEALTH CARE.

SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care.

Contract Agency Inmates shall be responsible for co-payment for health services according to SCORE policy. The Contract Agency shall not be responsible to SCORE for Contract Agency Inmate co-payments. No Contract Agency Inmate shall be denied necessary health care because of an inability to pay for health services.

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

The Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may provide hospital security services for an additional charge as provided in Exhibit A.

SECTION 8. DETAINERS.

Warrants and Contract Agency Inmates in a "Detainer" status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

SECTION 10. ESCAPE; DEATH.

If a Contract Agency Inmate escapes SCORE's custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate's body. Unless another agency becomes responsible for investigation, one or more Member City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency's communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate's body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

SECTION 11. REPORTING AND INSPECTION.

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates' records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

SECTION 12. TECHNOLOGY.

SCORE and the Contract Agency may each permit the other continuous access to its computer database regarding all Contract Agency Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Contract Agency and appropriate computer(s) of SCORE.

SECTION 13. BILLING AND PAYMENT.

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate, the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

SECTION 14. BILLING DISPUTE RESOLUTION.

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

SECTION 15. INDEPENDENT CONTRACTOR.

In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited

to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

SECTION 17. INSURANCE.

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

SECTION 18. TERMINATION.

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

SECTION 19. RECORDS.

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

SECTION 21. HIPAA AND HITECH COMPLIANCE.

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

SECTION 22. EQUAL OPPORTUNITY.

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

SECTION 23. MISCELLANEOUS.

- A. **Real or Personal Property.** It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party, which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. **Non-Waiver.** The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. **Severability.** If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

- F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the each Parties' right to indemnification under this Agreement.
- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.
- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement
- J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

SECTION 24. EXECUTION.

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

Contract Agency Name

Signature

Signature

Date

Date

ATTESTED BY:

Signature

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198

Attention: Executive Director Devon Schrum

Attention:

Email: dschrum@scorejail.org

Email:

Telephone: 206-257-6262

Telephone:

Fax: 206-257-6310

Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF THIS AGREEMENT:

DESIGNED REPRESENTATIVES FOR PURPOSES OF THIS AGREEMENT:

Name:

Name:

Title:

Title:

Exhibit A
FEES AND CHARGES AND SERVICES
Daily Housing Rates:¹

General Population – Guaranteed	\$128.00
General Population – Non-Guaranteed	\$184.00

 Number of Beds: 5
Daily Rate Surcharges:²

Mental Health – Residential Beds	\$159.00
Medical - Acute Beds	\$217.00
Mental Health – Acute Beds	\$278.00

Health Care Services:³

In-Facility Care	Included
Co-Payments	Inmate responsibility
Outside Medical Services	Contract Agency billed
Emergency Care	Contract Agency billed
Pharmaceuticals	Medications billed to Contract Agency

Transportation Fees:

SCORE Officer Transport	\$65.00/per hour
Released at Member City Location ⁴	Included

Security Services:

Hospital Security	\$65.00/per hour
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Video Court:

In-Custody Arraignment	Included
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Other Terms & Conditions:

¹ Guaranteed Bed Rate

² Surcharges are in addition to daily bed rates and subject to bed availability.

³ Guided by American Correctional Association and/or National Commission on Correctional Health Care.

⁴ Auburn, Burien, Des Moines, Federal Way (Until 12/31/2019), Renton, SeaTac, Tukwila.

Exhibit B**WARRANTS/OTHER COURT ORDERS/DETAINERS**

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.
 - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

Exhibit C**PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT**

1. **Compliance**
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
 - a) The Prison Rape Elimination Act of 2003 (PREA)
 - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
 - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.

2. **Monitoring**
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
 - a) Site visits,
 - b) Access to facility data, and
 - c) Review of applicable documentation.

3. **Contract Agency may terminate this Agreement**
 - a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
 - b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

4. **The Contract Agency will terminate this Agreement**
 - a) Should SCORE elect to discontinue pursuit of PREA compliance;
 - b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames; or
 - c) Should SCORE be found to be in egregious violation of PREA.

Exhibit D**MEDICAL ACCEPTABILITY**

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

Exhibit E**PROPERTY**

1. SCORE will *not accept or transport* the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products.
 - c) Food products in packaging that have been opened.
 - d) Any type of weapon (includes pocket knives).
 - e) Liquids.
 - f) Helmets or any kind.
 - g) Large items that will not fit into a common paper grocery bag.
 - h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

Exhibit F**CLASSIFICATION**

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
 - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
 - b) Is identified as a threat to law enforcement
 - c) Is an escape risk

Exhibit G**BORROWING**

One contracting agency may "borrow" another Contract Agency's Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency's Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 25th, 2019

AGENDA ITEM:	
Snohomish County PUD electrical distribution easement	
PREPARED BY:	DIRECTOR APPROVAL:
Bryan Milligan	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
Site Plan & PUD easement form	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The construction of the new Civic Center requires relocation and undergrounding of PUD electrical lines. These lines will need to be installed on multiple parcels owned by the City at the Civic Center site on Delta and neighboring City owned parcels. Parcels are listed & areas of impact described in the PUD easement document attached, as well as shown on the site plan for reference. These impacted portions of the parcels will house the required vaults and handholds to accommodate the undergrounding of the electrical lines and have been coordinated with the design of the new Civic Center.

RECOMMENDED ACTION:

Staff recommends that the Council authorize the Mayor to sign and execute the Electrical Distribution Easement with Snohomish County PUD.



Energizing Life in Our Communities

November 19, 2019

City of Marysville
Attn: Bryan Milligan
1049 State Ave.
Marysville, WA 98270

RE: Distribution Easement for proposed Marysville Civic Center

Dear Mr. Milligan,

Please find enclosed a standard easement form which grants permission to Snohomish County PUD No. 1 for installation and maintenance of electrical facilities required for the proposed new Marysville Civic Center located along Delta Avenue in Marysville.

Please have the easement signed in the presence of a notary public and return the original easement to me at the address listed below, our office will record the easement.

It is essential the signed easement be returned to this office as soon as possible so the job can be released to engineering. Your cooperation regarding this matter is appreciated. Should you have any questions concerning this request, please feel free to contact me at 425-783-4101.
Thank you.

Sincerely,

A handwritten signature in black ink that reads "Georgine Rosson".

Georgine Rosson
Real Estate Services

Enclosures

AFTER RECORDING, PLEASE RETURN TO:
Public Utility District No. 1 of Snohomish County
Real Estate Services
P.O. Box 1107
Everett, Washington 98206-1107

E- _____
WO# 100041599-60 N# 10000085983

DISTRIBUTION EASEMENT

Grantor ("Owner"): City of Marysville, a municipal corporation of the State of Washington
Grantee: Public Utility District No. 1 of Snohomish County
Short Legal Description: SW S28, T30N, R5E, W. M.
Tax Parcel No: 00528700900600, 00528701000000, 00576200600100,
00576200600200, 00518500200100, 00518500101800,
00518500100300, 00518500100100

THIS DISTRIBUTION EASEMENT ("Easement") is made this ____ day of _____, 201_, by and between City of Marysville, a municipal corporation of the State of Washington ("Owner(s)"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District"). The Owner and District are sometimes referred to individually herein as "Party" and collectively as "Parties". The District is referred to as "Grantee".

WHEREAS, Owner is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, legally described as follows (hereinafter "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Situate in the County of Snohomish, State of Washington

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property.

NOW, THEREFORE, the Parties agree as follows:

1. Distribution Easement. Owner, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, a non-exclusive easement for the perpetual right, privilege, and authority to patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain overhead and/or underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or convenient appurtenances, across, over, under, through and upon the following portion of Owner's Property (hereinafter "Easement Area"):

Parcel 00528700900600 Easement Area 1: The North fifteen feet (15') of the West five feet (5') of the above described real property.

Parcel 00528700900600 Easement Area 2: The West Twenty-Five feet (25') of the North ten feet (10') of the above described real property, less that area covered under Easement Area 1 listed above.

Parcel 00528701000000 Easement Area: The West twenty-five feet (25') of the above described real property.

Parcels 00576200600100 & 00576200600200 Easement Area: The South ten feet (10') of the above described real property.

Parcels 00518500200100, 00518500101800, 00518500100100 Easement Area: The East fifteen feet (15') of the above described real property.

Parcels 00518500100100, 00518500100300 Easement Area: The Northerly fifteen feet (15') of the above described real property.

2. Access To and Across Property. Grantee has the right of ingress to and egress from the Easement Area across the adjacent Property of Owner where same is reasonably necessary for the purpose of exercising its easement rights described in Section 1.

3. Owner's Reservation of Rights and Use of Easement Area. Owner reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's use of the Easement Area, and/or present a hazard to Grantee's electric distribution lines and facilities, communication wires and cables, and other appurtenances. The Owner shall not construct or permit to be constructed any structures of any kind in the Easement Area without prior approval of the Grantee.

4. Clearing of Power Line Right of Way. Grantee has the right at all times to clear said Easement Area and keep the same clear of all brush, debris and trees.

5. Trimming or Removal of Hazardous/Danger Trees. Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Property which in the opinion of Grantee constitute a hazard to said lines and facilities, communication wires and cables, and other appurtenances or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the lines or facilities or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Easement Area at a height of more than fifteen feet (15'). Except in emergencies, Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be trimmed or removed.

6. Title to Removed Trees, Vegetation and Structures. The title to all brush, debris, trees and structures removed from the Easement Area and the Property pursuant to Sections 4 and 5 shall be vested in the Grantee, and the consideration paid for this Easement and rights herein described is accepted by Owner as full compensation for said removed brush, debris, trees and structures. Owner shall be entitled to request fallen timber be set aside for Owner's personal use. Grantee shall make

reasonable effort to set aside said fallen timber provided doing the same is safe in Grantee's sole opinion. Title to any fallen timber set aside in this manner shall revert to the Owner.

7. Restoration Provision. To the extent that Owner's Property is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights.

8. Title to Property. The Owner represents and warrants having the lawful right and power to sell and convey this Easement to Grantee.

9. Binding Effect. This Easement and the rights and obligations under this Easement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns.

10. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

11. Authority. Each party signing this Easement, if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

12. Grantee Acceptance. By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

SIGNATURES ON FOLLOWING PAGE

OWNER(S):
CITY OF MARYSVILLE, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON

By: _____

Its: _____

(REPRESENTATIVE ACKNOWLEDGMENT)

State of _____
County of _____

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that (he/she/they) (is/are) authorized to execute the instrument and acknowledged it as the _____ of **City of Marysville** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this _____ day of _____, 201_.

(Seal or Stamp)

Signature of
Notary Public _____
Print Name: _____
Residing at: _____

My appointment expires _____

EXHIBIT "A"

Parcel 00528700900600:

LOTS 6 AND 7, BLOCK 9, H. B. MYERS ADDITION TO MARYSVILLE, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 26, RECORDS OF SNOHOMISH COUNTY AUDITOR.

PARCEL 00528701000000:

BLOCK 10, H. B. MEYERS ADDITION TO MARYSVILLE AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 26, RECORDS OF SNOHOMISH COUNTY AUDITOR.

PARCEL 00576200600100:

LOT 1 AND THE EAST HALF OF LOT 2, BLOCK 6, S. W. SISCO ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL 00576200600200:

THE WEST HALF OF LOT 2 AND ALL OF LOT 3, BLOCK 6, THE S. W. SISCO ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL 00518500200100:

LOTS 1 AND 2, BLOCK 2, MORGAN ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 43, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL 00518500101800:

LOT 18, BLOCK 1, MORGAN ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 43, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL 00518500100300:

THAT PORTION OF LOTS 3 AND 4, BLOCK 1, MORGAN ADDITION TO THE TOWN OF MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 43, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING EASTERLY OF A LINE DRAWN PARALLEL WITH AND DISTANT 25.0 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLES TO BURLINGTON NORTHERN RAILROAD COMPANY'S FORMERLY GREAT NORTHERN RAILWAY COMPANY'S BRANCH LINE MAIN TRACK CENTERLINE NOW LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS SAID BLOCK 1; EXCEPT ALL MINERAL RIGHTS THEROF.

PARCEL 00518500100100:

LOTS 1 AND 2, BLOCK 1, MORGAN ADDITION TO MARYSVILLE, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 43, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, EXCEPT THAT PORTION DEEDED TO THE CITY OF MARYSVILLE FOR STREET BY QUIT CLAIM DEED RECORDED UNDER RECORDING NUMBER 495017.

ALL SITUATE IN THE CITY OF MARYSVILLE, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

