



**Marysville, WA REGULAR MEETING
MONDAY, NOVEMBER 14, 2022 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

AGENDA

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

A. 2023/2024 Preliminary Budget

Audience Participation

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

Consent

1. October 26, 2022, Claims in the Amount of \$478,625.57 Paid by EFT Transactions and Check Numbers 158720 through 158773 with Check Numbers 135525, 136053, 136079, 138680, 139280, 139418, 139573, 139594, 139682, 139846, 139968, 140060, 140253, 140397, 140417, 140451, 140455, 140507, 140536, 140561, 140583, 140599, 140770, 141090, 141116, 141127, 141133, 141142, 141180, 141207, 141222, 141820, 141992, 142347, 142397, 142540, 142921, 142992, 143125, 143164, 143311, 143347, 143408, 143652, 143840, 144029, 144174, 144285, 144333, 144374, 144527, 144672, 144863, 145153, 145185, 145247, 145436, 145508, 145745, 145748, 146135, 146453, 146564, 146726, 146852, 147080, 147322, 147968, 148056, 148325, 148339, 148530, 148723, 148802, 148939, 149022 Voided.
[102622.rtf](#)

Review Bids

Public Hearings

2. **Ordinance** Setting the Regular Property Tax Levy for Emergency Medical Care and Services on all Real, Personal, and Utility Property Subject to Taxation within the Corporate Limits of the City of Marysville for the Year 2023

Recommended Motion: I move to authorize the Mayor to sign Ordinance No. _____.
[EMS levy ordinance2023.docx](#)

3. **Ordinance** of the City of Marysville Levying Regular Taxes Upon all Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2023

Recommended Motion: I move to authorize the Mayor to sign Ordinance No. _____.
[Regular levy ordinance2023.docx](#)

New Business

4. Operation Underground Railroad (O.U.R.) Domestic Law Enforcement Support Mutual Agreement for the Receipt of Contributions & Purchase of Gray Key Software Program

Recommended Motion: I move to authorize the Mayor to sign the Mutual Agreement with Operation Underground Railroad, along with purchase of 50% of the Gray Key software from Grayshift LLC.

[OUR MAD \(Marysville PD WA\) \(002\).docx](#)
[2.9.22 Grayshift EULA signature fields 11-3-2022.pdf](#)

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

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.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 14, 2022

SUBMITTED BY: Genevieve Geddis, Finance

ITEM TYPE: Presentation

AGENDA SECTION: **Presentations**

SUBJECT: 2023/2024 Preliminary Budget

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 14, 2022

SUBMITTED BY: Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: October 26, 2022, Claims in the Amount of \$478,625.57 Paid by EFT Transactions and Check Numbers 158720 through 158773 with Check Numbers 135525, 136053, 136079, 138680, 139280, 139418, 139573, 139594, 139682, 139846, 139968, 140060, 140253, 140397, 140417, 140451, 140455, 140507, 140536, 140561, 140583, 140599, 140770, 141090, 141116, 141127, 141133, 141142, 141180, 141207, 141222, 141820, 141992, 142347, 142397, 142540, 142921, 142992, 143125, 143164, 143311, 143347, 143408, 143652, 143840, 144029, 144174, 144285, 144333, 144374, 144527, 144672, 144863, 145153, 145185, 145247, 145436, 145508, 145745, 145748, 146135, 146453, 146564, 146726, 146852, 147080, 147322, 147968, 148056, 148325, 148339, 148530, 148723, 148802, 148939, 149022 Voided.

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[102622.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/26/2022 TO 10/26/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158720	REVENUE, DEPT OF	EXCISE TAXES SEPT 2022	MEDICAL INSURANCE	0.86
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-GENL	0.99
	REVENUE, DEPT OF		POLICE ADMINISTRATION	18.61
	REVENUE, DEPT OF		WATER/SEWER OPERATION	105.74
	REVENUE, DEPT OF		GENERAL FUND	177.23
	REVENUE, DEPT OF		GOLF ADMINISTRATION	988.12
	REVENUE, DEPT OF		STORM DRAINAGE	6,848.03
	REVENUE, DEPT OF		GOLF COURSE	19,623.15
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	41,481.32
	REVENUE, DEPT OF		UTIL ADMIN	88,638.01
158721	LYDIG CONSTRUCTION	PAYMENT #33	CAPITAL EXPENDITURES	6,574.80
	LYDIG CONSTRUCTION	TI SUPPLEMENTAL #1 PAYMENT #12	CAPITAL EXPENDITURES	69,406.64
158722	LICENSING, DEPT OF	DRIVING ABSTRACT - HODGSON	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - HELLAND	PERSONNEL ADMINISTRATION	30.00
158723	PREMERA BLUE CROSS	CLAIMS PAID 10/9 TO 10/15/22	MEDICAL CLAIMS	17,038.16
158725	US BANK	P-CARD	GENERAL FUND	-34.87
	US BANK		GENERAL FUND	-24.41
	US BANK		COMPUTER SERVICES	1.16
	US BANK		EXECUTIVE ADMIN	25.00
	US BANK		CITY COUNCIL	25.00
	US BANK		EXECUTIVE ADMIN	25.00
	US BANK		EXECUTIVE ADMIN	38.08
	US BANK		EXECUTIVE ADMIN	38.37
	US BANK		EXECUTIVE ADMIN	48.03
	US BANK		ENGR-GENL	50.00
	US BANK		EXECUTIVE ADMIN	50.00
	US BANK		POLICE ADMINISTRATION	52.25
	US BANK		EXECUTIVE ADMIN	60.34
	US BANK		COMMUNITY DEVELOPMENT-GENL	120.34
	US BANK		CITY COUNCIL	120.68
	US BANK		EXECUTIVE ADMIN	150.00
	US BANK		EXECUTIVE ADMIN	160.00
	US BANK		TRAINING	221.50
	US BANK		EXECUTIVE ADMIN	237.28
	US BANK		COMPUTER SERVICES	275.00
	US BANK		RECREATION SERVICES	284.04
	US BANK		WASTE WATER TREATMENT PLNT	298.00
	US BANK		CAPITAL EXPENDITURES	343.79
	US BANK		PARK & RECREATION FAC	405.87
	US BANK		CITY COUNCIL	457.20
	US BANK		POLICE PATROL	492.30
	US BANK		CITY COUNCIL	495.00
	US BANK		TRANSPORTATION MANAGEMENT	500.00
	US BANK		EXECUTIVE ADMIN	525.01
	US BANK		FINANCE-GENL	610.00
	US BANK		CITY CLERK	650.00
	US BANK		COMPUTER SERVICES	1,230.20
158726	AMAZON CAPITAL	BLANK WINDOW ENVELOPES	FINANCE-GENL	29.53
	AMAZON CAPITAL	TV MOUNT STAND	CAPITAL EXPENDITURES	182.70
158727	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	62.46
158728	BANK OF AMERICA	PARKING	FINANCE-GENL	0.16
	BANK OF AMERICA		FINANCE-GENL	12.00
158729	BANK OF AMERICA	SUPPLIES	PERSONNEL ADMINISTRATION	15.55
158730	BANK OF AMERICA	SUPPLIES/SUBSCRIPTION	POLICE PATROL	32.81
	BANK OF AMERICA		POLICE PATROL	70.67
158731	BANK OF AMERICA	EVIDENCE DESTRUCTION	POLICE PATROL	105.29
158732	BANK OF AMERICA	DUES	K9 PROGRAM	140.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/26/2022 TO 10/26/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158733	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	800.23
158734	BANK OF AMERICA	TRAVEL/TRAINING	COMMUNITY EVENTS	44.71
	BANK OF AMERICA		OPERA HOUSE	61.28
	BANK OF AMERICA		PARK & RECREATION FAC	515.00
	BANK OF AMERICA		RECREATION SERVICES	515.58
158735	BANK OF AMERICA	TRAVEL	POLICE INVESTIGATION	2,014.82
158736	BANK OF AMERICA	TRAVEL/TRAINING	POLICE ADMINISTRATION	36.00
	BANK OF AMERICA		COMMUNITY SERVICES UNIT	51.81
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	1,125.00
	BANK OF AMERICA		POLICE PATROL	1,931.67
158737	BANK OF AMERICA	SUPPLIES/TRAVEL	COMMUNITY DEVELOPMENT-GENL	587.67
	BANK OF AMERICA		MEDICAL CLAIMS	995.75
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-GENL	1,923.10
158738	BANK OF AMERICA	ADVERTISING	POLICE PATROL	4.11
	BANK OF AMERICA		POLICE ADMINISTRATION	105.00
	BANK OF AMERICA		K9 PROGRAM	140.00
	BANK OF AMERICA		POLICE ADMINISTRATION	785.58
	BANK OF AMERICA		POLICE ADMINISTRATION	800.00
	BANK OF AMERICA		POLICE ADMINISTRATION	2,488.89
158739	BANK OF AMERICA	TRAVEL/TRAINING	DETENTION & CORRECTION	1,199.78
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	1,583.00
	BANK OF AMERICA		POLICE PATROL	4,076.32
158740	BANK OF AMERICA		POLICE PATROL	229.67
	BANK OF AMERICA		POLICE PATROL	867.66
	BANK OF AMERICA		POLICE PATROL	1,104.33
	BANK OF AMERICA		POLICE INVESTIGATION	1,590.94
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	5,112.00
158741	BILLING DOCUMENT SPE	BILL PRINTING SERVICE 10/10 TO 10/14/22	UTILITY BILLING	2,090.20
	BILLING DOCUMENT SPE	TRANSACTION FEE - SEPT 2022	UTILITY BILLING	2,700.19
158742	BOWLES, CRAIG	UB REFUND	WATER/SEWER OPERATION	227.92
158743	BROOKS, DIANE E		RECREATION SERVICES	348.00
158744	CATHOLIC COMMUNITY	CCS-CHORE SERVICES SEPT 2022	COMMUNITY DEVELOPMENT-GENL	696.52
158745	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	450.76
158746	CRAWFORD, AARON	ENTERTAINMENT	OPERA HOUSE	2,375.00
158747	DAYTON, JUSTIN	UB REFUND	WATER/SEWER OPERATION	962.15
158748	FRANCOTYP-POSTALIA	POSTAGE METER	CITY CLERK	26.80
	FRANCOTYP-POSTALIA		EXECUTIVE ADMIN	26.80
	FRANCOTYP-POSTALIA		PERSONNEL ADMINISTRATION	26.80
	FRANCOTYP-POSTALIA		LEGAL - PROSECUTION	26.80
	FRANCOTYP-POSTALIA		FINANCE-GENL	26.81
	FRANCOTYP-POSTALIA		UTILITY BILLING	26.81
158749	GRAVES, DAVID & RHON	UB REFUND	WATER/SEWER OPERATION	11.78
158750	HON COMPANY	MCC FURNITURE	CAPITAL EXPENDITURES	1,843.61
158751	HOUSING HOPE	CDBG - SUPPORTIVE SERVICES	COMMUNITY DEVELOPMENT-GENL	6,284.48
158752	IH6 PROPERTY WASHING	UB REFUND	WATER/SEWER OPERATION	1,401.46
158753	LABOR & INDUSTRIES	L&I 3RD QTR	MUNICIPAL COURTS	0.51
	LABOR & INDUSTRIES		MUNICIPAL COURTS	15.51
	LABOR & INDUSTRIES		COMMUNITY CENTER	46.27
	LABOR & INDUSTRIES		RECREATION SERVICES	178.19
	LABOR & INDUSTRIES		POLICE PATROL	482.39
158754	LASTING IMPRESSIONS	INVENTORY CLOTHING ITEMS	ER&R	1,917.10
158755	LIPSCOMB, MATTHEW	UB REFUND	GARBAGE	138.03
158756	MARYSVILLE FOOD BANK	CDBG MARYSVILLE FOOD BANK	COMMUNITY DEVELOPMENT-GENL	95,978.28
158757	MATTESON, GENEVIEVE	REFUND KINDERMUSIK	PARKS-RECREATION	134.00
158758	PERRY, SUZANNE & MIC	UB REFUND	WATER/SEWER OPERATION	1,541.50
158759	PRICE, TINA		GARBAGE	97.96
158760	PRICE, TINA		WATER/SEWER OPERATION	264.28
158761	PUD	ACCT #200061463	PARK & RECREATION FAC	19.46

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/26/2022 TO 10/26/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158761	PUD	ACCT #202461026	MAINT OF GENL PLANT	20.58
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	36.44
	PUD	ACCT #202794657	TRANSPORTATION MANAGEMENT	42.52
	PUD	ACCT #203430897	STREET LIGHTING	49.21
	PUD	ACCT #223514563	TRANSPORTATION MANAGEMENT	57.26
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	59.66
	PUD	ACCT #202288585	TRANSPORTATION MANAGEMENT	66.52
	PUD	ACCT # 222772634	TRANSPORTATION MANAGEMENT	97.08
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	112.24
	PUD	ACCT #223013277	AFFORDABLE HOUSING	125.50
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	191.35
	PUD	ACCT #201247699	STREET LIGHTING	266.77
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	287.31
	PUD	ACCT #220824148	WASTE WATER TREATMENT PLNT	442.14
	PUD	ACCT #201147253	PUMPING PLANT	459.12
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,104.70
	PUD	ACCT #200223857	PARK & RECREATION FAC	1,131.55
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION PLANT	3,089.23
	PUD	ACCT #201577921	PUMPING PLANT	6,150.92
	PUD	ACCT #201420635	WASTE WATER TREATMENT PLNT	9,232.31
	PUD	ACCT #202075008	WASTE WATER TREATMENT PLNT	10,123.29
	PUD	ACCT #201721180	WASTE WATER TREATMENT PLNT	24,810.06
158762	RECLAMATION CHURCH	UB REFUND	GARBAGE	629.23
158763	REVENUE, DEPT OF	UNCLAIMED PROPERTY	MUNICIPAL COURTS	0.67
	REVENUE, DEPT OF		GARBAGE-SERVICES	2.54
	REVENUE, DEPT OF		PARKS-RECREATION	35.00
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT	50.00
	REVENUE, DEPT OF		PARKS-RECREATION	84.87
	REVENUE, DEPT OF		WATER/SEWER OPERATION	93.97
	REVENUE, DEPT OF		W/S-OTHER MISC REV	95.03
	REVENUE, DEPT OF		PARKS-RECREATION	140.00
	REVENUE, DEPT OF		PARKS-RECREATION	401.89
	REVENUE, DEPT OF		WATER/SEWER OPERATION	485.42
	REVENUE, DEPT OF		GENERAL FUND	500.00
	REVENUE, DEPT OF		PARKS-RECREATION	685.00
	REVENUE, DEPT OF		WATER/SEWER OPERATION	888.72
	REVENUE, DEPT OF		WATER/SEWER OPERATION	1,149.80
	REVENUE, DEPT OF		WATER/SEWER OPERATION	1,993.49
158764	SKAGIT HOSPITAL	INMATE EMERGENCY CARE	DETENTION & CORRECTION	639.00
158765	SMITH, BRANDON	UB REFUND	WATER/SEWER OPERATION	197.85
158766	SMOKEY POINT CONCRETE	SUNNYSIDE ADA RAMP	TRANSPORTATION MANAGEMENT	693.60
158767	SPIRIT HALLOWEEN SUP	UB REFUND	GARBAGE	1,686.41
158768	STEPHENSON, THOMAS B	UB REFUND	WATER/SEWER OPERATION	157.12
158769	SUEZ TREATMENT	LAMPS, BALLAST - UV PARTS	WASTE WATER TREATMENT PLNT	5,545.18
158770	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	57.31
158771	ZIPLY FIBER	ACCT #3606583635	COMMUNITY DEVELOPMENT-GENL	35.11
	ZIPLY FIBER		UTIL ADMIN	35.12
158772	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	71.37
158773	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	233.45

WARRANT TOTAL:

\$485,133.73

CITY OF MARYSVILLE
 INVOICE LIST

FOR INVOICES FROM 10/26/2022 TO 10/26/2022

THOMPSON, TAMI	VOID	135525	40.00	UNCLAIMED PROPERTY FOR ALL
KRAMER, CASEY	VOID	136053	25.00	
OWENS, MADISON	VOID	136079	500.00	
MARMOLEJO, TAMI	VOID	138680	65.00	
EISCHEN, SUSAN	VOID	139280	38.89	
STRUNK, ARACELI	VOID	139418	10.00	
JONES, JENNIFER	VOID	139573	84.87	
LEWIS, DAVID	VOID	139594	30.00	
SKYLINE ELECTRICAL SERVICES LLC	VOID	139682	50.00	
CROVISIER, MICHAELLE	VOID	139846	85.00	
HOLLAND, FELICIA	VOID	139968	75.00	
MARSH, JENNIFER	VOID	140060	75.00	
PARKER, ASHLEY	VOID	140253	75.00	
VADEN, SPENCER	VOID	140397	85.00	
WALKER, MADDY	VOID	140417	75.00	
ZACKUSE, HEIDI	VOID	140451	75.00	
ZIEGLER, SARA	VOID	140455	75.00	
BROWN, KATY	VOID	140507	30.00	
DEACON, MARK	VOID	140536	30.00	
FOLDESI, BRYANNA	VOID	140561	28.00	
HARGRAVES, MARNIE	VOID	140583	30.00	
JONES, JENNIFER	VOID	140599	30.00	
ESTRELLA, GLENDA	VOID	140770	55.00	
BACON, BRANDI	VOID	141090	25.00	
BRESHEARS, IVY JO	VOID	141116	30.00	
CLINE, CODY	VOID	141127	30.00	
COUTURE, RACHAEL	VOID	141133	25.00	
DEACON, SHANNON	VOID	141142	12.00	
HANSON, CAITLIN	VOID	141180	30.00	
MARTIN, LINDSEY	VOID	141207	25.00	
MOSS, STEPHANIE	VOID	141222	25.00	
ORRIS, FAITH	VOID	141820	28.00	
KRAVCHUK, VLADIMIR & INNA	VOID	141992	98.74	
MACLEAN-CHARTERS, MATTHEW & MONIKA	VOID	142347	22.70	
MONZON, EDGAR	VOID	142397	11.44	
PINKERTON, CASSANDRA & RUSSELL	VOID	142540	93.80	
FUCHS, JAKE	VOID	142921	341.37	
VANDERWERFHORST, SPENCER	VOID	142992	147.95	
ROAN, KELLY & JIM	VOID	143125	126.92	
ARMSTRONG, EDWIN	VOID	143164	169.37	
GATES, MASON	VOID	143311	185.60	
MARTIN, MARK & JEAN, LETICIA COADY	VOID	143347	6.47	
WOOD, TIM	VOID	143408	12.07	
BRITSCH, STEVEN & MELISSA	VOID	143652	6.51	
MEYER, DORTHEY	VOID	143840	240.29	
PARKER, WILLIAMS	VOID	144029	278.68	
KOVALEVICH, VADIM	VOID	144174	93.97	
ATKINSON, TALLON	VOID	144285	23.70	
GROWCHOWSKI, MARY	VOID	144333	89.88	
NEWTON, MATTHEW & MELISSA	VOID	144374	175.71	
LEVER, JULIE & ALEX	VOID	144527	260.79	
EDDY, KRISTINA & TRISTAN	VOID	144672	45.89	
SMITH, ELLIS	VOID	144863	17.15	
COGHILL, BEATRICE/BARRY & THERESA COGHILL	VOID	145153	85.36	
DERRODE, MELISSA	VOID	145185	144.58	
PEDRO, TERI	VOID	145247	7.84	
SAUNDERS, ROBB & LOUISE	VOID	145436	21.62	
GARCIS, ESTELLA	VOID	145508	49.14	
RUSTAD, DEAN	VOID	145745	8.24	
SITES, KAITLYN & TREVOR SMITH	VOID	145748	41.13	
PARK, GEORGE & OCK	VOID	146135	17.93	
PHILIO, SHELLY	VOID	146453	9.07	
HAPP, BILLEIGH	VOID	146564	30.80	
MANUEL, FRANK & ADRIANNA	VOID	146726	224.19	
LEID, ROBERT	VOID	146852	138.98	
ASILOKUN, OLAMIDE	VOID	147080	80.25	
MAGNESS, MARVIN & AVONDA	VOID	147322	427.71	
THI DUONG, THAO MAI NGUYEN, KIM CHI	VOID	147968	331.77	
PHELPS, MARY & ROBERT	VOID	148056	5.01	
GRATTON, JOHN	VOID	148325	56.95	
LIAN, DALE	VOID	148339	25.66	
CAMPOS, ERICA & SALVADOR	VOID	148530	163.69	
LONG, CALEB	VOID	148723	52.77	
CHRISTENSEN, JAY	VOID	148802	20.84	
CRISAN, AUREL & LONELA	VOID	148939	186.82	
SCHMAUS, HUNTER	VOID	149022	32.05	

REASON FOR VOIDS:

WARRANT TOTAL:

\$478,625.57

**CHECK LOST/DAMAGED
 UNCLAIMED PROPERTY
 INITIATOR ERROR**



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 14, 2022

SUBMITTED BY: Genevieve Geddis, Finance

ITEM TYPE: Ordinance

AGENDA SECTION: **Public Hearings**

SUBJECT: **Ordinance** Setting the Regular Property Tax Levy for Emergency Medical Care and Services on all Real, Personal, and Utility Property Subject to Taxation within the Corporate Limits of the City of Marysville for the Year 2023

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign Ordinance No. ____.

SUMMARY:

ATTACHMENTS:
[EMS levy ordinance2023.docx](#)

DRAFT
CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, SETTING THE EMS PROPERTY TAX LEVY FOR ALL REAL, PERSONAL, AND UTILITY PROPERTY SUBJECT TO TAXATION WITHIN THE CORPORATE LIMITS OF THE CITY OF MARYSVILLE, WASHINGTON FOR THE YEAR 2023.

WHEREAS, the City Council of the City of Marysville has met and considered its budget for the calendar year 2023; and

WHEREAS, the City Council has properly given notice of the public hearing held on November 14, 2022 by publishing notice on October 31st, and November 7th of 2022 to consider public comment on the levy for all real, personal, and utility property subject to taxation; and

WHEREAS, the City of Marysville's actual levy amount from the previous year was \$5,388,681.00, and

WHEREAS, the population of the City of Marysville is more than 10,000; and now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2023 tax year.

SECTION 1. The dollar amount of the increase over the actual levy amount from the previous year shall be \$725,319.00 which is a percentage increase of 13.46% from the previous year.

SECTION 2. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 5. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2022.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
JOHN NIELD, CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____
Effective Date (5 days after publication): _____



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 14, 2022

SUBMITTED BY: Genevieve Geddis, Finance

ITEM TYPE: Ordinance

AGENDA SECTION: **Public Hearings**

SUBJECT: **Ordinance** of the City of Marysville Levying Regular Taxes Upon all Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2023

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign Ordinance No. ____.

SUMMARY:

ATTACHMENTS:
[Regular levy ordinance2023.docx](#)

DRAFT
CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, SETTING THE REGULAR PROPERTY TAX LEVY FOR ALL REAL, PERSONAL, AND UTILITY PROPERTY SUBJECT TO TAXATION WITHIN THE CORPORATE LIMITS OF THE CITY OF MARYSVILLE, WASHINGTON FOR THE YEAR 2023.

WHEREAS, the City Council of the City of Marysville has met and considered its budget for the calendar year 2023; and

WHEREAS, the City Council has properly given notice of the public hearing held on November 14, 2022 by publishing notice on October 31st, and November 7th of 2022 to consider public comment on the levy for all real, personal, and utility property subject to taxation; and

WHEREAS, the City of Marysville's actual levy amount from the previous year was \$10,928,205.22, and

WHEREAS, the population of the City of Marysville is more than 10,000; and now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2023 tax year.

SECTION 1. The dollar amount of the increase over the actual levy amount from the previous year shall be \$0 which is a percentage increase of 0% from the previous year.

SECTION 2. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 5. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2022.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
JOHN NIELD, CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 14, 2022

SUBMITTED BY: Jim Lawless, Police

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Operation Underground Railroad (O.U.R.) Domestic Law Enforcement Support Mutual Agreement for the Receipt of Contributions & Purchase of Gray Key Software Program

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign the Mutual Agreement with Operation Underground Railroad, along with purchase of 50% of the Gray Key software from Grayshift LLC.

SUMMARY:

Operation Underground Railroad (O.U.R.) is a non-profit organization that exists to protect children from sex trafficking and sexual exploitation in collaboration with law enforcement agencies. O.U.R. collaborates with law enforcement by providing tools, training, and technology to enhance their ability to combat child exploitation.

Gray Key is a software technology tool from the company Grayshift LLC., that makes the application of forensics analysis of mobile phones possible. Detective Paul McShane is the police department's sole subject matter expert, whose job duties within the Investigations Unit includes the forensic analysis of mobile phones for the purpose of gathering information of evidentiary value for major crimes investigations. He currently does not have access to the Gray Key platform which significantly limits his ability to conduct the forensic analysis on mobile phones. In very limited situations he has the ability to engage federal law enforcement agencies in Seattle and Denver to assist with his data extraction needs, however, this service is not available to him in every circumstance. We have had to utilize the Gray Key service of Mount Vernon PD at a cost that has been quoted to us most recently at \$1000.00 per action.

In discussions with O.U.R., they have indicated to us they currently have no domestic law enforcement partners in northwest Washington, and expressed a desire to establish a partnership with the Marysville Police Department and Det. McShane. With a partnership, O.U.R. is willing to provide a 50% match towards the purchase of the Gray Key from Grayshift LLC., that they are able to acquire at a discounted rate. The shared cost encumbrance to the City would be \$12,885.25 for the software, which can be absorbed in the current police department operating budget.

Included in the terms of the partnership, aside from our share of the cost of the software, MPD would agree to establish ourselves as a regional resource for other police agencies who would have the need to utilize the Gray Key program but do not have the program available to them. This falls in line with our agency's mission to establish and remain a regional law enforcement leader in northwest Washington.

Finally, per the agreement, our only other obligation would be to report back to O.U.R., Det. McShane's Gray Key usage information, such as number of use actions and number of persons arrested and/or victims identified, solely as raw numbers without personal identifiers.

The Mutual Agreement Document has been reviewed and approved as to form by the City Attorney's Office.

ATTACHMENTS:

[OUR MAD \(Marysville PD WA\) \(002\).docx](#)

[2.9.22 Grayshift EULA signature fields 11-3-2022.pdf](#)



OPERATION UNDERGROUND RAILROAD

OPERATION UNDERGROUND RAILROAD (O.U.R.) DOMESTIC LAW ENFORCEMENT
SUPPORT MUTUAL AGREEMENT FOR THE RECEIPT OF CONTRIBUTIONS

This Mutual Agreement Document (MAD) will govern contributions from O.U.R. to the **Marysville Police Department, Washington State**, each reserving the right to withdraw from the MAD with 30 day written notice with or without cause.

O.U.R. is a non-profit organization that exists to protect children from sex trafficking and sexual exploitation, a mission best accomplished through collaboration with law enforcement agencies (LEAs) both in the U.S. and abroad. O.U.R.'s domestic endeavors are different than its international activities. O.U.R. does not conduct domestic operations. O.U.R. recognizes that U.S. LEAs have the authority to enforce the laws relating to human trafficking and child exploitation and are therefore best positioned to conduct investigative and operational activities in this fight. O.U.R. is committed to empowering domestic LEAs by providing tools, training, and technology to enhance their abilities to combat child exploitation.

O.U.R. shares a mission consistent with Internet Crimes Against Children (ICAC) task forces and has agreed to coordinate any domestic support with them. The receiving LEA will advise the presiding ICAC Commander in its state of this contribution to avoid duplication of efforts and to facilitate de-confliction.

The receiving LEA is responsible for researching agency or governing board policies and state laws governing the acceptance of contributions from 501(c)(3) organizations, and getting the necessary approvals to receive donations, in any form, from O.U.R. The receiving LEA will be responsible for any recurring costs associated with the donation or any other subsequent contributions.

O.U.R. is fully sustained by donors who generously give to help save children from being victimized by sexual predators, and to identify, rescue and heal those who have fallen prey to such predation. O.U.R. donors deserve to be informed regarding how their donations equate to the "measurables" necessary to combat child exploitation. By accepting this donation, you agree to provide O.U.R. with numbers of any individuals arrested, or victims identified with the assistance of the donation. O.U.R. does not require any names or case identifiers, just raw numbers provided in bimonthly reports which O.U.R. will solicit. Furthermore, if forensic analysis of any devices located using the donation leads to the identification of a victim/s, those numbers, no names, are requested to facilitate program evaluation, and most importantly assure our donors that these donations are doing exceptional things to safeguard children. Additionally, O.U.R. is required to account for contributions made to LEAs during biannual audits. Such reports will provide documentation and indicators of yield associated with this contribution.

Withdrawal from this document will not exempt the LEA, from agreed upon reporting requirements. Further, withdrawal from or noncompliance with the terms of this MAD shall not obligate the LEA to refund or reimburse O.U.R. for the contributions provided hereunder.

Donors deserve seeing how their contributions translate to children being safeguarded from predators, and such reporting and media exposure is a great motivator for continued support to O.U.R., which enables O.U.R. to further support LEAs. Where O.U.R. contributions support an operation resulting in arrests or other newsworthy activity, acknowledgment of O.U.R.'s support is requested in associated press releases. O.U.R. will coordinate with the LEA's designated media rep about sharing, via website or social media posts, any successes and stories of interest made possible by the support provided. O.U.R. will not publish or share LEA identifiers, such as name or logo, without prior written consent of LEA.

The receiving LEA shall not, and shall use commercially reasonable efforts to cause its employees and agents not to, at any time, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, including but not limited to any press release or public filing, or take any action which may, directly or indirectly, disparage O.U.R. or any of its subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses, or damage any of their reputations. Notwithstanding the foregoing, nothing in this MAD shall preclude the receiving LEA from making truthful statements that are required by applicable law, regulation, or legal process, provided that the receiving LEA shall provide O.U.R. with written notice of such statements, which notice shall include the content of such statements. The provisions of this section shall survive the expiration or earlier termination of this MAD.

Acceptance of any O.U.R. donations shall not create any requirements or obligations of LEA except for those specifically stated in the preceding paragraphs.

For any future donations governed by this document, a description, reporting requirements and other specifics associated with the donation will be provided for agreement of both parties as a supplement to this original agreement with an addendum delineating the contribution.

Designated Point of Contact for Reporting: Det. McShane
Phone number: 360-363-8389
Email: pmcshane@marysvillewa.gov

Designated Media Representative: Commander R. Lamoureux
Phone number: 360-363-8314
Email: rlamoureux@marysvillewa.gov

The following donations, or forms thereof, will be provided to the **Marysville Police Department, Washington State**

- **\$12,885.25 towards the purchase of a GrayKey Advanced package, valued at \$25,770.50. Marysville PD will pay the remaining balance of \$12,885.25**

Quote # Q-17757-1 (attached)

Please sign below in acknowledgment that you understand the content herein and will agree to O.U.R.'s requests as the recipient of donation/s listed.

O.U.R. Representative Name

O.U.R. Representative Signature

Date

Marysville Police Department

Jon Nehring
Mayor J. Nehring

Representative Signature

GRAYSHIFT, LLC

END USER LICENSE TERMS

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING GRAYSHIFT-SUPPLIED SOFTWARE AS PART OF THE GRAYSHIFT PRODUCT (THE "PRODUCT") CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

THIS PRODUCT CONTAINS CERTAIN SOFTWARE ("SOFTWARE") AND OTHER PROPRIETARY MATERIAL, THE USE OF WHICH IS SUBJECT TO THIS END USER SOFTWARE LICENSE AGREEMENT ("AGREEMENT"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK "I AGREE" AND DO NOT USE THE SOFTWARE. YOUR CLICKING "I AGREE" OR USING THE PRODUCT OR SOFTWARE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH ALL TERMS, YOU MUST RETURN THE PRODUCT, ALL MANUALS AND DOCUMENTATION, AND PROOF OF PAYMENT AND DISCONTINUE USE OF THE SOFTWARE. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF GRAYSHIFT SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY. IF YOU HAVE ORDERED THIS PRODUCT, GRAYSHIFT'S ACCEPTANCE IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS.

1. ENTIRE AGREEMENT. The parties hereby agree that all rights connected to the use of the Software by the Licensee are governed exclusively by the terms and conditions set out in this Agreement and shall prevail over any additional, different, or conflicting terms and conditions contained in any pricing statement from Grayshift for the Product ("Quote"), bid package, or other communication or document relating to this Agreement. Acknowledgement, whether express or implied, by either party of the other party's bid packages, Quotes, or other communications or documents relating to this Agreement which contain additional, different or conflicting terms shall not constitute acceptance of such terms and conditions by the acknowledging party. This Agreement may be amended only by a writing executed by both parties.

2. ACCEPTANCE AND DELIVERY. Software will be provided by electronic means. Acceptance of Software ("Acceptance") shall be automatic upon the successful completion of Grayshift's standard installation procedures on the Product.

3. LICENSE GRANT. Subject to the terms of this Agreement and for the consideration specified in the Order (defined below), Grayshift, LLC ("Grayshift") hereby grants to you ("Licensee" or "You") a limited, revocable, nontransferable, non-assignable, non-sublicensable, non-exclusive license to use and allow Authorized Users to use the Software, in object code form, solely as such Software is embedded in proprietary equipment provided herewith ("Product") and solely for the intended purpose and consistent with Section 9 hereto when accessing mobile devices ("Devices") in your possession or control. Licensee may only use the Product in online mode at authorized physical locations (the "Authorized Locations") specified in the online order (the "Order") or that Licensee has otherwise registered with Grayshift, and Licensee further acknowledges and agrees that in order for the Product to function properly in online mode, the Product must be connected to the Internet. Use of the Product in offline mode does not require the Product to be connected to the Internet. Grayshift may use certain

third-party monitoring tools to ensure that Licensee is in compliance with the foregoing restrictions, which such tools may be subject to Third Party Components terms as further described herein. For purposes of this Agreement, "Authorized Users" means collectively, employees, agents, or contractors who are empowered by Licensee to access or use the Product and Software.

4. THIRD PARTY COMPONENTS. The Software makes use of or otherwise incorporates third party components, including certain Google Maps features and content. Use of Google Maps features and content is subject to the then-current versions of the: (1) Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html; and (2) Google Privacy Policy at <https://www.google.com/policies/privacy/>.

5. LICENSE RESTRICTIONS. Notwithstanding anything to the contrary in this Agreement, Licensee will not (or allow an Authorized User or any other individual to): (a) modify any Product; (b) reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Product, including by removal, disassembly or alteration of any of the Product's components; (c) pledge, rent, lease, share, distribute, sell or create derivative works of any Product; (d) use any Product on a time sharing, service bureau, application service provider (ASP), rental or other similar basis; (e) make copies of any Product; (e) remove, alter or deface (or attempt any of the foregoing) proprietary notices, labels or marks in any Product; (f) distribute any copy of any Software to any third party, including without limitation selling any Product in a secondhand market; (g) use the Software other than with Products provided by Grayshift; (h) use the Product in online mode other than at an Authorized Location; (i) deactivate, modify or impair the functioning of any disabling code in any Software; (j) circumvent or disable Grayshift copyright protection mechanisms or license management mechanisms; (k) use any Product in violation of any applicable Law or to support any illegal activity; (l) use any Product to violate any rights of any third party; or (m) photograph

any of the Product's components, whether internal or external. Grayshift expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

6. FEES. Licensee shall pay the license fees set forth in the relevant Quote for the Software and Product. Except as exempt by law, Licensee will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Grayshift's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Licensee will make all required payments to Grayshift free and clear of, and without reduction for, any withholding taxes. Any portion of any amount payable hereunder that is not paid when due will accrue interest at two percent (2%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

7. TITLE. As between the parties, Grayshift and its licensors retain all right, title, and interest, including, without limitation, all intellectual property rights to the Product. Licensee understands that Grayshift may modify or discontinue offering the Product at any time. The Product is protected by the copyright laws of the United States and international copyright treaties. This Agreement does not give Licensee any rights not expressly granted herein. This Agreement does not constitute a sale of the Product or any portion or copy of it. All rights not granted are reserved for Grayshift.

8. LIMITATION OF LIABILITY. UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL GRAYSHIFT OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM USE. GRAYSHIFT'S LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY LICENSEE FOR THE PRODUCT.

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10. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH ABOVE, GRAYSHIFT PROVIDES THE PRODUCTS AND SOFTWARE "AS IS" AND WITHOUT WARRANTY OF

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11. CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS. Subject to applicable law, Licensee acknowledges that the Product and Software are sensitive technologies whose Confidential Information requires the highest duty of care. Licensee, Licensee's employees or agents who require access in order to perform hereunder, and all final users of the Product (collectively, "Receiving Party") shall not disclose, use, sell, transmit, inform or make available to any entity, person or body any of the Confidential Information, as defined below, nor shall it copy, photograph, or otherwise reproduce any Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and Grayshift's rights therein, at all times exercising the highest duty of care. Further, the Receiving Party shall not attempt to use any Confidential Information to discover, reverse compile, reverse assemble or reverse engineer the Product, including by removal, disassembly or alteration of any of the Product's components, whether internal or external. Receiving Party agrees to restrict access to Grayshift's Confidential Information to those Authorized Users who require access in order to perform hereunder, and, except as otherwise provided, the Receiving Party shall not make Confidential Information available to any other person or entity without the prior written consent of Grayshift.

11.1. For the purposes of this Agreement, "Confidential Information" means any proprietary, trade secret, financial,

technical and non-technical information related to Grayshift's business and current, future and proposed products and services and any derivatives therefrom containing, including, referring to, or otherwise reflecting and/or generated from such Confidential Information. Confidential Information includes, without limitation, (i) information concerning the methods of use, internal components, features, functions and solutions of Grayshift's software or product offerings (including the Product and the Software), information found on the Grayshift support website, and (ii) any copies, photographs, or other reproductions of the foregoing, whether or not marked as "confidential" or "proprietary."

11.2. Confidential Information shall not include any information that is (i) already known to the Receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the Receiving Party; (iii) subsequently disclosed to the Receiving Party on a non-confidential basis by a third party not having a confidential relationship with Grayshift that rightfully acquired such information; or (iv) communicated to a third party by the Receiving Party with Grayshift's express written consent.

11.3. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, or by chapter 42.56 RCW, shall not be considered a breach of this Agreement; provided the Receiving Party promptly notifies Grayshift in writing, if notification is permitted by law, and uses commercially reasonable efforts to assist Grayshift, at Grayshift's expense, in its efforts opposing such disclosure or obtaining a protective order or other reliable assurance preventing or limiting such disclosure and/or ensuring that confidential treatment will be accorded to any Confidential Information that is disclosed. Such disclosure does not remove the Confidential Information so disclosed from the protection of this Agreement. No further disclosure beyond the scope of such order is allowed.

11.4. The Receiving Party acknowledges and agrees that due to the unique nature of Grayshift's Confidential Information, there can be no adequate remedy at law for any breach of its obligations under this Section 11, that any such breach will cause irreparable and continuing damage to Grayshift and, therefore, that upon any such breach or any threat thereof, Grayshift shall be entitled to whatever remedies it might have by law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

12. TERM AND TERMINATION. This Agreement shall continue until terminated as set forth herein. Notwithstanding the foregoing, the license to any Product or Software is only during the license term applicable to such Product or Software. The license term shall be determined in the Quote. At Grayshift's sole discretion, Grayshift may also revoke such license and/or terminate this Agreement immediately without refund or

reimbursement if Licensee violates any Material Provision of this Agreement. For the purposes of this Section 12, "Material Provision" means each of Sections 3 (License Grant), 5 (License Restrictions), 9 (Licensee Warranties), and 11 (Confidentiality and Non-Disclosure Obligations). Any termination of this Agreement shall terminate the licenses granted hereunder. All Confidential Information, Products, Software and/or derivatives therefrom delivered pursuant to this Agreement shall be and remain the property of Grayshift, and upon expiration or termination of this Agreement for any reason, Licensee shall destroy (or return, at Grayshift's election) (i) the Product; (ii) all hardware that contains copies of the Software; (iii) all materials in the possession of Licensee in any medium that contain, refer to, or relate to all other written, printed, or tangible materials containing Confidential Information; and (iv) any derivatives therefrom, and shall so certify to Grayshift that such actions have occurred. No such material shall be retained or used by the Receiving Party in any form or for any reason. Except for the license and except as otherwise expressly provided herein, the terms of this Agreement, including the Confidentiality and Non-Disclosure obligations in Section 11 hereto and any additional terms agreed-to in writing by both parties pursuant to Section 1 hereto, shall survive expiration and termination. Notwithstanding any other provision of this Agreement, the obligations of the parties as to Confidential Information shall remain binding in perpetuity until such information no longer qualifies as Confidential Information or until Grayshift sends the Receiving Party written notice releasing the Receiving Party from its obligations under Section 11 hereto, whichever occurs first.

13. INDEMNITY. Subject to applicable law, Licensee shall indemnify, defend, or at its option settle, any third party claim or suit against Grayshift based on a claim: (i) of any breach of this Agreement by Licensee, its affiliates, employees, agents, successors and assigns; and (ii) relating to or based on the activities conducted by Licensee or its Authorized Users, using or that used the Software and Product; and Licensee shall pay any final judgment entered against Grayshift in any such proceeding or agreed to in settlement. Grayshift will notify Licensee in writing of such claim or suit and give all information and assistance reasonably requested by Licensee or such designee.

14. GOVERNMENT USE. If Licensee is part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Product or any related documentation is restricted in accordance with the Federal Acquisition Regulation 12.212 for civilian agencies and the Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Product and documentation is a "commercial item", "commercial computer software" and "commercial computer software documentation." The use of the Product and documentation is further restricted in accordance with the terms of this Agreement, or any modifications thereto.

15. EXPORT CONTROLS. Licensee shall comply with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions, and regulations of the United States or foreign agency or authority. Licensee will not export, or allow the export

or re-export, of the Product in violation of any such laws, restrictions or regulations.

16. MISCELLANEOUS. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The failure of Grayshift to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit Grayshift's rights with respect to such breach or any subsequent breaches. This Agreement is personal to Licensee and may not be assigned, sublicensed, or transferred for any reason

whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without Grayshift's consent and any action or conduct in violation of the foregoing shall be void and without effect. This Agreement shall be governed by and construed under the laws of the State of Georgia, U.S.A. without regard to the conflicts of laws provisions thereof, and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the state and federal courts in Georgia; Licensee hereby agrees to service of process in accordance with the rules of such court.

<p>GRAYSHIFT, LLC</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>AGENCY: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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