

Marysville City Council Meeting

May 11, 2020

7:00 p.m.

Teleconference

PUBLIC NOTICE:

Pursuant to Governor Inslee's Proclamation 20-28, in an effort to curtail the spread of the COVID-19 virus, City Council Meetings and Work Sessions will take place by teleconference. Councilmembers and members of the public will not attend in person. Anyone wishing to provide written or verbal public comment, must pre-register at this link: www.marysvillewa.gov/remotepubliccomment

To listen to the meeting without providing public comment:

Dial in (Toll Free): 1-866-899-4679

Access Code: 411 759 133

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

A. Proclamation: Declaring May 15, 2020, as Law Enforcement Memorial Day and May 10-16, 2020, Police Week

B. Proclamation: Declaring May 17-23, 2020, Emergency Medical Service Week

C. Proclamation: Declaring May 17-23, 2020, National Public Works Week

Audience Participation

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

1. Approval of the April 6, 2020 City Council Work Session Minutes

Consent

2. Approval of the April 29, 2020 Claims in the Amount of \$1,287,065.96 Paid by EFT Transactions and Check Number's 140728 through 140903 with Check Numbers 125193, 137600, 138340, 139443, 139508, 140380 and 140658 Voided

**These items have been added or revised from the materials previously distributed in the packets for the May 4, 2020 Work Session.*

Marysville City Council Meeting

May 11, 2020

7:00 p.m.

Teleconference

13. Consider Approving the May 8, 2020 Payroll in the Amount of \$1,463,912.71, Paid by EFT Transactions and Check Numbers 33066 through 33086 *
4. Consider Approving the Software License Agreement with Environmental Systems Research Institute (ESRI)
5. Consider Approving the Supplemental Agreement No. 1 with D.K. Systems for HVAC Maintenance and Repair Services
6. Consider Approving the Professional Services Agreement with RH2 Engineering, Inc. in the Amount of \$148,760.00 for Preparation of a Risk and Resilience Assessment and Emergency Response Plan
7. Consider Approving the Acceptance of the 2019 Pavement Preservation Project with Cadman Materials, Inc., Starting the 45 day Lien Filing Period for Project Closeout
8. Consider Approving the Acceptance of the Alder Avenue Sidewalk Project with Welwest Construction, Starting the 45 day Lien Filing Period for Project Closeout
9. Consider Approving the Interlocal Agreement and Supplemental Work Order with Snohomish County for Technology Services

Review Bids

3. Consider Awarding the 2020 Pavement Preservation Project Contract with Reece Construction in the Amount of \$1,182,170.70 and Approve a Management Reserve of \$100,000.00 for a Total Allocation of \$1,282,170.70

Public Hearings

New Business

10. Consider Approving an **Ordinance** Amending MMC 2.48.040 to clarify which Employees are Eligible to Receive a Limited Commission as a Code Enforcement Officer
11. Council Letter to the Governor *
12. Consider Approving the FY 2020 Formula Grant for the Marysville Police Department to use these Funds for Overtime and Supply Cost Associated with the Coronavirus. *

Legal

14. Consider Approving the Commercial Lease Agreement with Maryfest *

**These items have been added or revised from the materials previously distributed in the packets for the May 4, 2020 Work Session.*

Marysville City Council Meeting**May 11, 2020****7:00 p.m.****Teleconference****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.

**These items have been added or revised from the materials previously distributed in the packets for the May 4, 2020 Work Session.*

A



PROCLAMATION

Declaring May 15, 2020, as Law Enforcement Memorial Day and May 10-16, 2020, as Police Week in the City of Marysville

- WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers’ Memorial Day, and the week in which May 15 falls as National Police Week; and
- WHEREAS, the annual Police Officers’ Memorial Service in Washington, D.C., was canceled this year due to the COVID-19 pandemic, and in its place the National Law Enforcement Officers Memorial Fund invites Americans across the country to watch the 32nd Annual Candlelight Vigil on May 13 at 5 p.m. Pacific Daylight Time, and you can register to do so at <https://nleomf.org/>;
- WHEREAS, the officers of the City of Marysville Police Department embody the very definition of citizenship, and know that with our rights come responsibilities to ourselves and to others, and our Police Department plays an essential role in safeguarding the rights and freedoms of Marysville residents and visitors; and
- WHEREAS, our law enforcement officers recognize their duty to serve the people by safeguarding life and property, protecting them against violence and disorder, and protecting the innocent against deception and the weak against oppression and intimidation; and
- WHEREAS, the men and women of the City of Marysville Police Department selflessly provide a vital public service – and do so with a commitment to honor, courage, professionalism, integrity and community.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, on behalf of the City Council and our community, do hereby proclaim May 15, 2020, as

PEACE OFFICERS’ MEMORIAL DAY

and further proclaim May 10-16, 2020, as

NATIONAL POLICE WEEK

in the City of Marysville. I call upon Marysville residents to observe May 15, as Peace Officers’ Memorial Day in honor of those officers who made the ultimate sacrifice or who became disabled in the line of duty. Let us reflect upon and appreciate the ways in which our lives are improved by the Marysville Police officers who serve and protect our community and neighborhoods year-round.

Under my hand and seal this eleventh day of May, 2020.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor

B



PROCLAMATION

Declaring May 17-23, 2020, Emergency Medical Services Week in the City of Marysville

- WHEREAS, emergency medical service is a vital public service; and
- WHEREAS, Marysville Fire District emergency medical technicians and paramedics are serving on the front lines of the COVID-19 pandemic as they respond to treat sick patients; and
- WHEREAS, the members of the Marysville Fire District are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and
- WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and
- WHEREAS, Marysville Fire District responded to 12,265 emergency medical calls in 2019; and
- WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, physicians, nurses, administrators, trained members of the public and others; and
- WHEREAS, the members of emergency medical services teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and
- WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE I, JON NEHRING, MAYOR OF THE CITY OF MARYSVILLE on behalf of the City Council and our community do hereby proclaim May 17-23, 2020, as

EMERGENCY MEDICAL SERVICES WEEK

in the City of Marysville. I encourage all residents of Marysville to join me in recognizing our emergency medical service providers for their contributions to our communities.

Under my hand and seal this eleventh day of May, 2020.

THE CITY OF MARYSVILLE

Mayor Jon Nehring

C



PROCLAMATION

Declaring May 17-23, 2020, National Public Works Week in Marysville

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Marysville; and

WHEREAS, these infrastructure, facilities and services would not exist without the dedicated efforts of public works professionals including engineers, managers and employees at all levels of government and the private sector who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, 2020 marks the 60th annual National Public Works Week sponsored by the American Public Works Association; and

WHEREAS, the health, safety and comfort of Marysville residents, visitors and businesses greatly depends on reliable public works facilities and services; and

WHEREAS, the quality and effectiveness of these facilities and services – as well as their planning, design and construction – are vitally dependent upon the efforts and skills of public works professionals;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim May 17-23, 2020,

NATIONAL PUBLIC WORKS WEEK

in the City of Marysville. I encourage all residents of Marysville to recognize the contributions that our city Public Works professionals make every day for our health, safety, comfort and quality of life.

Under my hand and seal this eleventh day of May, 2020.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor

Index #1

City Council



**1049 State Avenue
Marysville, WA 98270**

**Work Session
Minutes
April 6, 2020**

Call to Order

Mayor Nehring called the Work Session teleconference of the Marysville City Council to order at 7:00 p.m. He noted that meetings and work sessions would be held like this until further notice to comply with Governor Inslee's Proclamation 20-28 in an effort to curtail the spread of the COVID-19 virus.

Pledge of Allegiance

Mayor Nehring led those present in the Pledge of Allegiance.

Roll Call

CAO Hirashima called the roll.

Mayor: Jon Nehring

Council: Councilmember Kelly Richards, Councilmember Michael Stevens, Councilmember Mark James, Councilmember Steve Muller, Councilmember Tom King, Councilmember Jeff Vaughan, Council President Kamille Norton

Staff: CAO Gloria Hirashima, Finance Director Sandy Langdon, Public Works Director Kevin Nielsen, Parks & Recreation Director Tara Mizell, Interim Police Chief Jeff Goldman, City Attorney Jon Walker, Public Relations Administrator Connie Mennie, Athletic Supervisor Dave Hall, Human Resources Manager Teri Lester

Approval of the Agenda

Motion to Approve the Agenda moved by Councilmember Richards seconded by Councilmember Stevens.

AYES: ALL

Motion to Approve allowing Council to alter the normal rules of work sessions in order to take action on item 15 tonight moved by Councilmember James seconded by Councilmember King.

AYES: ALL

Committee Reports

Presentations

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

1. Approval of the February 24, 2020 City Council Meeting Minutes
2. Approval of the March 2, 2020 City Council Meeting Minutes
3. Approval of the March 23, 2020 City Council Meeting Minutes

Consent

4. Approval of the March 25, 2020 Claims in the Amount of \$1,525,408.96 Paid by EFT Transactions and Check Numbers 139196 through 139441 with Check Number 139149 Voided
5. Approval of the April 1, 2020 Claims in the Amount of \$5,725,526.02 Paid by EFT Transactions and Check Numbers 139442 through 139738 with No Check Numbers Voided

Review Bids

6. Consider the 83rd Ave NE and Soper Hill Rd Intersection Improvement Project Contract with Reece Construction in the Amount of \$773,059.70 and Approve a Management Reserve of \$77,305.97, for a Total Allocation of \$850,365.67

Director Nielsen reviewed this item. There were no comments or questions related to this item.

7. Consider the 2020 Biosolids Removal and Reuse Project Contract with American Process Group, Inc. in the Amount of \$8,397,697.00 and Approve a Management Reserve of \$419,884.85, for a Total Allocation of \$8,817,581.85

Director Nielsen reviewed this item. Councilmember King asked how long this type of project normally takes. Director Nielsen estimated it could be anywhere from 3-6 months depending on the solids content in the southern lagoon.

Public Hearings

New Business

8. Consider the Renewal Amendment Inter-local with State of Washington Department of Corrections for Community Correction Officer Assignment

Interim Chief Goldman reviewed this item for a two-year extension of an embedded community corrections officer that works with the Pro-Act team. There were no comments or questions from the Council.

9. Consider an Agreement with Benefit Coordinators Corporation

Human Resources Director Lester reviewed this item related to third-party benefits administration and consolidated billing for self-insured plans. There were no comments or questions from the Council.

10. Consider an Agreement with Premera Blue Cross

Human Resources Director Lester reviewed this item related to the City's new self-insured healthcare provider. There were no comments or questions from the Council.

11. Consider an Agreement with Delta Dental of Washington

Human Resources Director Lester reviewed this item related to the City's dental care service contract. There were no comments or questions from the Council.

12. Consider an Agreement with Navia Benefit Solutions

Human Resources Director Lester reviewed this item related to the City's Flexible Spending Account service provider. There were no comments or questions from the Council.

13. Consider the Supplemental Professional Services Agreement with KeyBank National Association

Director Langdon reviewed this item extending the City's current agreement with KeyBank at no additional cost. There were no comments or questions from the Council.

14. Consider a Resolution Delegating Contracting Authority, Establishing Minimum Procurement Procedures, and Repealing Resolution No. 2469

City Attorney Walker reviewed this resolution updating the City's purchasing policy. There were no comments or questions from the Council.

15. Consider an Ordinance Temporarily Designating the Everett Herald as the Official Newspaper during the COVID-19 Emergency (Action Requested 4/6)

Mayor Nehring explained that staff was requesting action on this item because of its urgent nature. City Attorney Walker explained that the Marysville Globe has suspended

publication. This would replace the Globe with the Everett Herald during the time that the Globe is not publishing and would allow the City to continue to provide the public with necessary updates related to public meetings. It would temporarily amend the code to allow this to happen.

There was discussion about the history of the City's selection of the Globe as its official newspaper and the possibility of going out for a new paper of record after this situation settles.

Councilmember Richards asked if there would be a backup plan if the Herald stops publishing. Mayor Nehring indicated they have not discussed that.

Motion to Approve Ordinance No. 3148, Temporarily Designating the Everett Herald as the Official Newspaper during the COVID-19 Emergency moved by Councilmember King seconded by Councilmember Richards.

AYES: ALL

Legal

Mayor's Business

Mayor Nehring gave updates related to the City's management of the COVID-19 situation. He thanked CAO Hirashima and the director team for doing an amazing job managing their responsibilities to the community and to their employees. Director Thomas is working on a process for local businesses who have been negatively impacted by COVID-19 to apply for remaining CDBG funds. In addition, the City was notified recently that the CARES act allocates about \$226,000 to Marysville. The City is hoping to use this to assist businesses in the community. Additionally, the City is looking for ways to assist members of the community with various needs using city, county, state, and federal resources and programs.

He noted that he, Councilmember Stevens, Councilmember Muller, and Councilmember James were on the Mayor's Task Force for Growth Management which had a meeting recently where they talked about how COVID-19 is impacting individuals and small businesses in Marysville.

Staff Business

Director Langdon had no comments.

Interim Chief Goldman had no comments.

Director Nielsen reported the City is going out to bids for overlays soon.

Director Mizell had no comments.

HR Manager Lester had no further comments.

Public Relations Administrator Mennie reported that there have been a few media inquiries.

City Attorney Walker had no further comments.

CAO Hirashima thanked the director team, staff, and the Mayor for working together so well in this challenging time.

Call on Councilmembers

Councilmember James thanked the Mayor for trying to utilize CDBG funds for businesses in need. He asked if there was any chance of loosening restrictions on some businesses like construction and landscaping. Mayor Nehring explained that the Governor's directive supersedes local authority, but there are some gray areas in that directive. In those areas the City is using caution and discretion, but overall the Governor's directive is very clear. City Attorney Walker concurred that it is a legal matter, and the governor makes those decisions.

Councilmember Vaughan asked about non-financial things the City can do to make things easier for businesses to get operational again such as expedited permitting. Mayor Nehring replied that Director Thomas and his staff have been in conversations with the building community around that. CAO Hirashima commented that the Community Development Department is continuing to work, and there has been a pretty high volume of permit applications currently. The City will continue to process permits even though businesses are not able to commence construction yet. This will allow builders to get started once the order is lifted. Mayor Nehring commented that the mayors also successfully lobbied to delay some statewide regulations which would have gone into effect in July. This will help businesses once they open back up.

Councilmember Vaughan asked about the status of a couple boats on the waterfront. Director Mizell reviewed this.

Councilmember Richards thanked the Mayor and department heads on behalf of some residents for the great job they are doing keeping the City moving in the right direction.

Councilmember Stevens referred to some connection issues he heard that the public had accessing this meeting with the Facebook link. Mayor Nehring indicated staff would look into it for next week.

Councilmember King thanked the City and Public Works crew for helping to direct traffic down at the food bank. On April 15, the Strawberry Festival will meet with the City to discuss the future of the festival this year.

Councilmember Muller also expressed appreciation for all the hard work and great updates they are getting from staff. He asked how executive sessions would be handled

under this format. Mayor Nehring commented that IT is working on managing this. There is also a possibility of doing special meetings for executive sessions which would alleviate some potential issues.

Council President Norton expressed appreciation for all the work that the Mayor and staff are doing to get the community through this.

Mayor Nehring thanked the City Council for all the support and flexibility.

Adjournment/Recess

Executive Session

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

Reconvene

Adjournment

Motion to Approve adjourning the meeting moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

The meeting adjourned at 7:53 p.m.

Approved this _____ day of _____, 2020.

Mayor
Jon Nehring

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 11, 2020

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 April 29, 2020 claims in the amount of \$1,287,065.96 paid by EFT transactions and Check No.'s 140728 through 140903 with Check No.'s 125193, 137600, 138340, 139443, 139508, 140380 & 140658 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-4

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 **\$1,287,065.96 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 140728 THROUGH 140903 WITH CHECK NO.'S 125193, 137600, 138340, 139443, 139508, 140380 & 140658 VOIDED** 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 **11th DAY OF MAY 2020**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/23/2020 TO 4/29/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
140728	PREMERA BLUE CROSS	APRIL ADMIN FEES	MEDICAL CLAIMS	51.72
	PREMERA BLUE CROSS		MEDICAL CLAIMS	51.72
	PREMERA BLUE CROSS		MEDICAL CLAIMS	13,292.04
140729	ADAMS, EMILY	EVENT CANCELLATION REFUND	PARKS-RECREATION	66.00
140730	ADVANTAGE BUILDING S	DISINFECTING SERVICES	PARK & RECREATION FAC	120.00
	ADVANTAGE BUILDING S		UTIL ADMIN	180.00
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT	180.00
	ADVANTAGE BUILDING S		CITY HALL	360.00
	ADVANTAGE BUILDING S		COURT FACILITIES	360.00
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	510.00
140731	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	77.04
140732	AMAZON CAPITAL	BOTTLES	FACILITY MAINTENANCE	121.28
140733	AMENDE, SARAH	EVENT CANCELLATION REFUND	PARKS-RECREATION	55.00
140734	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
140735	BAEHM, CANDACE	EVENT CANCELLATION REFUND	PARKS-RECREATION	66.00
140736	BAEZ, ISABEL		PARKS-RECREATION	55.00
140737	BARBER, MATTHEW		PARKS-RECREATION	55.00
140738	BARTLETTE, CHELSIE		PARKS-RECREATION	66.00
140739	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,681.99
140740	BOMAR, RICK	INSTRUCTOR SERVICES	RECREATION SERVICES	1,109.50
140741	BOTESCH, NASH & HALL	PROFESSIONAL SERVICES	CAPITAL EXPENDITURES	36,303.01
140742	BRITT, SISSY	EVENT CANCELLATION REFUND	PARKS-RECREATION	66.00
140743	BROWN, SHAWNA		PARKS-RECREATION	55.00
140744	BUILDERS EXCHANGE	LEGAL ADS	SEWER CAPITAL PROJECTS	45.00
	BUILDERS EXCHANGE		GMA - STREET	63.70
140745	CADMAN MATERIALS INC	PAY ESTIMATE #3	ARTERIAL STREET-GENL	80,690.33
140746	CAMMACK, CASSIE	EVENT CANCELLATION REFUND	PARKS-RECREATION	66.00
140747	CANDA, ABNER	UB REFUND	WATER/SEWER OPERATION	2,752.57
140748	CARLSON, MEGAN	EVENT CANCELLATION REFUND	PARKS-RECREATION	55.00
140749	CENTRAL WELDING SUPP	RAKES	ER&R	30.49
140750	CHAMPION BOLT	HARDWARE	HYDRANTS	93.20
140751	CMR2 LLC	DISPOSAL FEES	ROADSIDE VEGETATION	90.00
140752	COPIERS NORTHWEST	COPIER CHARGES	COMMUNITY CENTER	76.35
	COPIERS NORTHWEST		PROBATION	165.32
	COPIERS NORTHWEST		UTILITY BILLING	171.60
	COPIERS NORTHWEST		CITY CLERK	191.40
	COPIERS NORTHWEST		FINANCE-GENL	191.40
	COPIERS NORTHWEST		GENERAL	260.27
	COPIERS NORTHWEST		PROPERTY TASK FORCE	291.05
	COPIERS NORTHWEST		WASTE WATER TREATMENT	337.91
	COPIERS NORTHWEST		POLICE INVESTIGATION	363.21
	COPIERS NORTHWEST		ENGR-GENL	442.37
	COPIERS NORTHWEST		MUNICIPAL COURTS	531.54
	COPIERS NORTHWEST		DETENTION & CORRECTION	544.47
	COPIERS NORTHWEST		PARK & RECREATION FAC	552.87
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	594.50
	COPIERS NORTHWEST		POLICE PATROL	961.77
	COPIERS NORTHWEST		LEGAL - PROSECUTION	982.25
	COPIERS NORTHWEST		EXECUTIVE ADMIN	1,035.06
	COPIERS NORTHWEST		UTIL ADMIN	1,044.23
	COPIERS NORTHWEST		COMMUNITY	1,366.42
	COPIERS NORTHWEST		OFFICE OPERATIONS	2,325.97
140753	CORRECTIONS, DEPT OF	WORK CREW-MARCH 2020	PARK & RECREATION FAC	234.70
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	246.74
140754	COUNTRY GREEN TURF	LAWN MIX	PARK & RECREATION FAC	1,171.70

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/23/2020 TO 4/29/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
140783	GILLIS, TANYA	EVENT CANCELLATION REFUND	PARKS-RECREATION	55.00
	GILLIS, TANYA		PARKS-RECREATION	55.00
140784	GRAINGER	SWITCH	WATER DIST MAINS	37.44
140785	GRAYBAR ELECTRIC CO	CYCLONE LIGHTING	STREET LIGHTING	3,004.41
	GRAYBAR ELECTRIC CO	POLE AND BASES	STREET LIGHTING	10,234.49
140786	GREEN, DUSTIN & HONE	UB REFUND	WATER/SEWER OPERATION	409.27
140787	GREYHAVENS, TIM		WATER/SEWER OPERATION	418.79
140788	GROSS, AMY	EVENT CANCELLATION REFUND	PARKS-RECREATION	55.00
140789	HALDEMAN, JENNIFER		PARKS-RECREATION	55.00
140790	HART, OLIVIA		PARKS-RECREATION	55.00
140791	HD FOWLER COMPANY	DC LATCHING SOL TORO	PARK & RECREATION FAC	158.99
	HD FOWLER COMPANY	GASKET AND BOLT KITS	WATER DIST MAINS	690.62
	HD FOWLER COMPANY	REPAIR CLAMPS AND RETAINERS	WATER DIST MAINS	4,315.41
140792	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	98,975.99
140793	HELMICK, JONATHAN &	UB REFUND	WATER/SEWER OPERATION	77.36
140794	HENDRICKSEN, HANS	EVENT CANCELLATION REFUND	PARKS-RECREATION	55.00
140795	HENLEY, LAURA		PARKS-RECREATION	66.00
	HENLEY, LAURA		PARKS-RECREATION	66.00
140796	HOME DEPOT USA	JANITORIAL SUPPLIES	WASTE WATER TREATMENT	28.90
	HOME DEPOT USA		FACILITY MAINTENANCE	65.59
	HOME DEPOT USA		CITY HALL	86.83
	HOME DEPOT USA		COURT FACILITIES	86.83
	HOME DEPOT USA		ER&R	98.11
	HOME DEPOT USA		ER&R	147.16
140797	INSTITUTE OF BUSINES	SUBSCRIPTION RENEWAL	UTIL ADMIN	265.00
140798	J.A. BRENNAN ASSOC	PROFESSIONAL SERVICES	GMA-PARKS	20,190.43
140799	JOHNSON, GINA	EVENT CANCELLATION REFUND	PARKS-RECREATION	66.00
140800	JOHNSON, MICHELLE		PARKS-RECREATION	55.00
140801	KILEN, JOY		PARKS-RECREATION	55.00
140802	KING, SUSAN		PARKS-RECREATION	125.00
140803	KONECRANES, INC.	CONTROLLERS	WASTE WATER TREATMENT	229.53
140804	KROLL, FRANCESCA	EVENT CANCELLATION REFUND	PARKS-RECREATION	55.00
140805	LAMBERT, ALEXANDRA		PARKS-RECREATION	55.00
140806	LANGFORD, KATHERINE		PARKS-RECREATION	66.00
140807	LAROSE, JAIME		PARKS-RECREATION	66.00
140808	LEE, CATHERINE		PARKS-RECREATION	66.00
140809	LEVEE, NATASHA		PARKS-RECREATION	55.00
140810	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	70.38
140811	LINDER, MANDY	EVENT CANCELLATION REFUND	PARKS-RECREATION	55.00
140812	LOBROW, LIDIA		PARKS-RECREATION	66.00
	LOBROW, LIDIA		PARKS-RECREATION	66.00
	LOBROW, LIDIA		PARKS-RECREATION	66.00
	LOBROW, LIDIA		PARKS-RECREATION	198.00
140813	LOUZAO, LOREN		PARKS-RECREATION	55.00
140814	LOWES HIW INC	HOOKS	FACILITY MAINTENANCE	10.54
140815	LUTHER, MELISSA	EVENT CANCELLATION REFUND	PARKS-RECREATION	55.00
140816	LYNN, AMY		PARKS-RECREATION	55.00
	LYNN, AMY		PARKS-RECREATION	55.00
140817	MARTINSON, SHANNON		PARKS-RECREATION	55.00
140818	MARYFEST		GENERAL FUND	250.00
	MARYFEST		PARKS-RENTS & ROYALTIES	380.00
	MARYFEST		GENERAL FUND	500.00
	MARYFEST		PARKS-RENTS & ROYALTIES	1,550.00
140819	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	138,620.77
140820	MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE BLVD	SEWER LIFT STATION	60.14
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	115.01
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	126.03
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	162.71

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/23/2020 TO 4/29/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
140820	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD IRR	PARK & RECREATION FAC	219.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	283.36
	MARYSVILLE, CITY OF	UTILITY SERVICE-5315 64TH ST NE	PARK & RECREATION FAC	288.56
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	1,686.03
140821	MATHIS, BRITTANEY	EVENT CANCELLATION REFUND	PARKS-RECREATION	55.00
140822	MATSON, LISA		PARKS-RECREATION	66.00
140823	MC CLURE & SONS INC	PAY ESTIMATE #10	SEWER CAPITAL PROJECTS	370,337.15
140824	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	217.16
140825	MEYER, KELSIE	EVENT CANCELLATION REFUND	PARKS-RECREATION	55.00
140826	MILLER, LORI		PARKS-RECREATION	55.00
140827	MOUNTAIN MIST	COOLER RENTAL AND WATER	WASTE WATER TREATMENT	7.87
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	7.87
	MOUNTAIN MIST		SEWER MAIN COLLECTION	7.87
	MOUNTAIN MIST	WATER COOLER/WATER	WASTE WATER TREATMENT	16.68
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	16.69
	MOUNTAIN MIST		SEWER MAIN COLLECTION	16.69
140828	MULLER, JULIE	EVENT CANCELLATION REFUND	PARKS-RECREATION	55.00
140829	MUSCO SPORTS	PAY ESTIMATE #1	GMA-PARKS	-10,728.45
	MUSCO SPORTS		GMA-PARKS	234,523.92
140830	NORTH CENTRAL LABORA	WWTP SUPPLIES	WATER/SEWER OPERATION	-66.17
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT	777.63
140831	OFFICE DEPOT	OFFICE SUPPLIES	FINANCE-GENL	6.55
	OFFICE DEPOT		CITY CLERK	10.44
	OFFICE DEPOT		POLICE ADMINISTRATION	50.27
	OFFICE DEPOT		POLICE PATROL	54.64
	OFFICE DEPOT	MOUSE	OFFICE OPERATIONS	79.78
	OFFICE DEPOT	OFFICE SUPPLIES	FINANCE-GENL	109.39
	OFFICE DEPOT	KEYBOARD	OFFICE OPERATIONS	142.08
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	417.46
140832	OSBORN, DANELLE	INSTRUCTOR SERVICES	RECREATION SERVICES	63.00
140833	OSTERGAARD, NADINE	EVENT CANCELLATION REFUND	PARKS-RECREATION	66.00
140834	OSTLIE, LEANNE		PARKS-RECREATION	66.00
140835	PALEN, MADELINE		PARKS-RECREATION	55.00
140836	PARKER, VICKI		PARKS-RECREATION	55.00
140837	PARTS STORE, THE	AIR FILTERS	ER&R	18.69
	PARTS STORE, THE		ER&R	39.79
	PARTS STORE, THE	OIL FILTERS	ER&R	54.91
	PARTS STORE, THE	MISC FILTERS	ER&R	151.02
140838	PAYNE, ANGELA	EVENT CANCELLATION REFUND	PARKS-RECREATION	66.00
140839	PETAJA, HOLLY		PARKS-RECREATION	66.00
140840	PETEREIT, AMANDA		PARKS-RECREATION	30.00
140841	PETERSON, DEVIN		PARKS-RECREATION	55.00
140842	PETROCARD SYSTEMS	FUEL CONSUMED	EQUIPMENT RENTAL	17.09
	PETROCARD SYSTEMS		STORM DRAINAGE	76.39
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	96.03
	PETROCARD SYSTEMS		COMMUNITY	158.01
	PETROCARD SYSTEMS		PARK & RECREATION FAC	519.16
	PETROCARD SYSTEMS		GENERAL	1,494.63
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	2,628.13
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,001.85
	PETROCARD SYSTEMS		POLICE PATROL	4,308.89
140843	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	44.04
	PGC INTERBAY LLC		PRO-SHOP	55.25
	PGC INTERBAY LLC		PRO-SHOP	57.52
	PGC INTERBAY LLC		PRO-SHOP	105.42
	PGC INTERBAY LLC		PRO-SHOP	124.75
	PGC INTERBAY LLC		PRO-SHOP	398.44
	PGC INTERBAY LLC		GOLF COURSE	399.50

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/23/2020 TO 4/29/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
140843	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	572.48
	PGC INTERBAY LLC		MAINTENANCE	793.37
	PGC INTERBAY LLC		MAINTENANCE	2,603.96
140844	PHILLIPS, JOAN	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
140845	PICK OF THE LITTER	GRAPHIC DESIGN	RECREATION SERVICES	468.75
140846	PIERCY, LAURA	EVENT CANCELLATION REFUND	PARKS-RECREATION	66.00
140847	PILCHUCK RENTALS	EXCAVATOR RENTAL	PARK & RECREATION FAC	397.39
140848	PLATT ELECTRIC	LADDER, CODE BOOK AND WIRE	WASTE WATER TREATMENT	191.32
	PLATT ELECTRIC		SOURCE OF SUPPLY	191.32
	PLATT ELECTRIC	WWTP SAND FILTER SUPPLIES	WASTE WATER TREATMENT	784.64
140849	POLICE & SHERIFFS PR	ID CARD	GENERAL FUND	-1.63
	POLICE & SHERIFFS PR		COMMUNITY SERVICES UNIT	19.18
140850	POWELL, JOCELYN	EVENT CANCELLATION REFUND	PARKS-RECREATION	17.00
140851	PRUITT, SHERMAN		PARKS-RECREATION	55.00
140852	PUD	ACCT #201672136	SEWER LIFT STATION	20.46
	PUD	ACCT #201668043	PARK & RECREATION FAC	22.74
	PUD	ACCT #202476438	SEWER LIFT STATION	25.15
	PUD	ACCT #202499489	COMMUNITY EVENTS	25.78
	PUD	ACCT #202694337	TRANSPORTATION	33.18
	PUD	ACCT #203005160	STREET LIGHTING	36.89
	PUD	ACCT #220761807	OPERA HOUSE	38.31
	PUD	ACCT #200571842	TRANSPORTATION	53.60
	PUD	ACCT #202368551	PARK & RECREATION FAC	69.81
	PUD	ACCT #202012589	PARK & RECREATION FAC	75.42
	PUD	ACCT #200084036	TRANSPORTATION	94.32
	PUD	ACCT #220761175	OPERA HOUSE	124.61
	PUD	ACCT #201225067	PARK & RECREATION FAC	159.51
	PUD	ACCT #203223458	PARK & RECREATION FAC	177.66
	PUD	ACCT #200070449	TRANSPORTATION	270.29
	PUD	ACCT #200479541	COMMUNITY CENTER	284.25
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	311.02
	PUD	ACCT #220824148	WASTE WATER TREATMENT	548.84
	PUD	ACCT #200586485	SEWER LIFT STATION	643.50
140853	QUACH, PHAT	UB REFUND	WATER/SEWER OPERATION	248.64
140854	RAIN FOR RENT	PIPE RENTAL	WATER RESERVOIRS	1,913.69
140855	RENARD, AARON & TORI	UB REFUND	WATER/SEWER OPERATION	25.17
140856	ROETHE, REINA	EVENT CANCELLATION REFUND	PARKS-RECREATION	75.00
140857	ROSS, TARA & THOMAS	UB REFUND	WATER/SEWER OPERATION	19.69
140858	ROTH, TIFFANY	EVENT CANCELLATION REFUND	PARKS-RECREATION	55.00
140859	ROY ROBINSON	MOTOR MOUNTS AND LOWER CONTROL ARMS	ER&R	689.22
140860	SAMPSON, SARAH	EVENT CANCELLATION REFUND	PARKS-RECREATION	66.00
140861	SANGDER, AMY		PARKS-RECREATION	50.00
140862	SCORE	INMATE HOUSING-MARCH 2020	DETENTION & CORRECTION	12,210.00
140863	SEATTLE TIMES, THE	EMPLOYMENT AD	UTIL ADMIN	525.00
140864	SELVARAJ, PAUL	UB REFUND	WATER/SEWER OPERATION	18.74
140865	SHEGRUD, BEN & SASHA		WATER/SEWER OPERATION	232.95
140866	SHRED-IT US	MONTHLY SHREDDING SERVICE	PERSONNEL ADMINISTRATION	4.56
140867	SIX ROBBLEES INC	7 WAY TRAILER SOCKET	ER&R	68.53
140868	SNO CO CHAPTER OF	INSTRUCTOR SERVICES	RECREATION SERVICES	62.93
	SNO CO CHAPTER OF		RECREATION SERVICES	119.99
140869	SNO CO FINANCE	REPLACE ENGINE AND BUILD UP VEHICLES	EQUIPMENT RENTAL	1,113.57
	SNO CO FINANCE		EQUIPMENT RENTAL	1,113.57
	SNO CO FINANCE		EQUIPMENT RENTAL	1,871.08
140870	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	157,485.00
140871	SNO CO TREASURER	2020 REAL ESTATE TAXES	PARK & RECREATION FAC	17.63
	SNO CO TREASURER		GMA - STREET	17.63
	SNO CO TREASURER		CAPITAL EXPENDITURES	1,537.94
	SNO CO TREASURER		WATER RESERVOIRS	8,087.85

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/23/2020 TO 4/29/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
140872	SOUND PUBLISHING	LEGAL AD	CITY CLERK	28.96
140873	SOUND PUBLISHING		UTIL ADMIN	299.00
140874	SOUND SAFETY	HARD HATS, CAPS AND VISORS	SEWER MAIN COLLECTION	104.81
	SOUND SAFETY		STORM DRAINAGE	104.82
	SOUND SAFETY	JEANS-DOUGLAS	SOLID WASTE OPERATIONS	320.50
	SOUND SAFETY	GLOVES	POLICE PATROL	1,394.67
140875	SPORES, JOYCE	EVENT CANCELLATION REFUND	PARKS-RECREATION	51.43
140876	STAMPALIA, CHERISE		PARKS-RECREATION	55.00
140877	STEPURA, JENNIFER		PARKS-RECREATION	55.00
140878	STEVENSON, CHRISTY		PARKS-RECREATION	55.00
140879	STOGIN, ANDREA		PARKS-RECREATION	66.00
140880	SWICK-LAFAVE, JULIE	REIMBURSE INMATE SUPPLY EXPENSE	DETENTION & CORRECTION	12.02
140881	TARARAN, AIMEE	EVENT CANCELLATION REFUND	PARKS-RECREATION	55.00
	TARARAN, AIMEE		PARKS-RECREATION	61.43
140882	THARP, NAOMI		PARKS-RECREATION	75.00
140883	THORNTON, KAT		PARKS-RECREATION	55.00
140884	TRAFFIC SAFETY STORE	TRAFFIC CONES	WASTE WATER TREATMENT	643.52
140885	TRANSPORTATION, DEPT	DE-ICER	SNOW & ICE CONTROL	415.53
140886	TRUE NORTH EQUIPMENT	CUROTTO CAN ROCKER SWITCHES	ER&R	299.11
140887	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	79.69
140888	URBAN, JOHN	EVENT CANCELLATION REFUND	PARKS-RECREATION	55.00
140889	VERIZON	PHONE CHARGES	CRIME PREVENTION	24.18
	VERIZON		PURCHASING/CENTRAL	24.18
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		UTILITY BILLING	48.36
	VERIZON		PERSONNEL ADMINISTRATION	52.17
	VERIZON		PROPERTY TASK FORCE	56.59
	VERIZON		SEWER LIFT STATION	80.02
	VERIZON		EQUIPMENT RENTAL	104.95
	VERIZON		FACILITY MAINTENANCE	113.18
	VERIZON		FINANCE-GENL	123.28
	VERIZON		LEGAL-GENL	123.28
	VERIZON		OFFICE OPERATIONS	169.77
	VERIZON		PARK & RECREATION FAC	185.77
	VERIZON		CUSTODIAL SERVICES	186.14
	VERIZON		TRANSPORTATION	200.07
	VERIZON		RECREATION SERVICES	209.90
	VERIZON		MUNICIPAL COURTS	249.94
	VERIZON		COMMUNITY SERVICES UNIT	266.83
	VERIZON		YOUTH SERVICES	282.95
	VERIZON		WATER QUAL TREATMENT	313.98
	VERIZON		SOLID WASTE CUSTOMER	314.22
	VERIZON		WATER SUPPLY MAINS	320.16
	VERIZON		LEGAL - PROSECUTION	337.53
	VERIZON		DETENTION & CORRECTION	363.72
	VERIZON		POLICE INVESTIGATION	396.13
	VERIZON		EXECUTIVE ADMIN	399.55
	VERIZON		WASTE WATER TREATMENT	577.69
	VERIZON		STORM DRAINAGE	611.64
	VERIZON		COMMUNITY	635.12
	VERIZON		GENERAL	766.70
	VERIZON		COMPUTER SERVICES	792.60
	VERIZON		POLICE ADMINISTRATION	816.44
	VERIZON		ENGR-GENL	977.95
	VERIZON		UTIL ADMIN	2,128.29
	VERIZON		POLICE PATROL	2,801.64
140890	WARREN, TONYA	EVENT CANCELLATION REFUND	PARKS-RECREATION	28.00
140891	WAXIE SANITARY SUPPL	BLEACH	PARK & RECREATION FAC	19.13

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/23/2020 TO 4/29/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
140891	WAXIE SANITARY SUPPL	PURELL DISPENSERS	PARK & RECREATION FAC	32.13
	WAXIE SANITARY SUPPL	DISPENSERS AND PURELL	PARK & RECREATION FAC	294.50
140892	WAYNE, JOHN	UB REFUND	WATER/SEWER OPERATION	27.45
140893	WEBB, EMILY	EVENT CANCELLATION REFUND	PARKS-RECREATION	55.00
140894	WEIL, NATHANIEL GEOF	UB REFUND	WATER/SEWER OPERATION	291.66
140895	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	342.93
140896	WESTERN TRUCK	REPAIR #J024	EQUIPMENT RENTAL	1,655.07
140897	WESTOVER, DAWN	EVENT CANCELLATION REFUND	PARKS-RENTS & ROYALTIES	270.00
140898	WETLAND RESOURCES	CRITICAL AREA STUDY	GMA-PARKS	540.00
140899	WETZEL, JAKE	TUITION REIMBURSEMENT	TRAINING	549.95
140900	WIDE FORMAT COMPANY	MONTHLY BASE CHARGE KIP PRINTER	UTIL ADMIN	130.07
140901	WILKES, KRISTIN	EVENT CANCELLATION REFUND	PARKS-RECREATION	55.00
140902	WILSON, SARAH		PARKS-RECREATION	55.00
140903	YAKIMA COUNTY DOC	INMATE HOUSING-MARCH 2020	DETENTION & CORRECTION	4,426.02

WARRANT TOTAL: 1,300,878.70

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

CHECK # 125193	CHECK LOST	(45.00)
CHECK # 137600	CHECK LOST	(12.02)
CHECK # 138340	CHECK LOST	(50.06)
CHECK # 139443	INITIATOR ERROR	(13,498.92)
CHECK # 139508	INITIATOR ERROR	(71.74)
CHECK # 140380	INITIATOR ERROR	(75.00)
CHECK # 140658	INITIATOR ERROR	(60.00)

1,287,065.96

Update
Index #13

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 11, 2020

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the May 08, 2020 payroll in the amount \$1,463,912.71, paid by EFT Transactions and Check No.'s 33066 through 33086.


COUNCIL ACTION:

Index #4

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 11, 2020

AGENDA ITEM:	
Environmental Systems Research Institute (ESRI) Software License Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Chien Chang, GIS Supervisor	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
ESRI Small Municipal and County Government Enterprise Agreement	
BUDGET CODE:	AMOUNT:
40143410.541000	\$146,625.00
SUMMARY:	

The City of Marysville's Geographic Information Systems (GIS) Division in the Public Works Department recently became fully staffed. The addition of a third staff member will require additional software licenses and associated products are required to support the position. Given the number of staff in the division and others throughout the city that utilize ESRI products, it is more cost productive to enter into an Enterprise Agreement with ESRI, rather than to continue adding product seats with their own reoccurring maintenance. The Enterprise Agreement gives you ready and unlimited access to ArcGIS software along with timely and expert assistance from ESRI. A full list of ArcGIS software are part of the agreement. Under the City's current GIS software needs, it could cost up to \$200,000 for three years of product seats and reoccurring maintenance with no additional products made available by ESRI. However, the total cost of a three year Enterprise Agreement License offered at \$146,625. This will save the City \$53,375 over the next three years and provide the division with the necessary software, associated products and support.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and accept the 3-year agreement with ESRI for the Small Municipal and County Government Enterprise Agreement.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and accept the 3-year agreement with ESRI.



March 10, 2020

Mr. Chien Chang
City of Marysville
80 Columbia
Marysville, WA 98270-5130

Dear Chien,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Scott Wolter



Quotation # Q-408024

Date: March 10, 2020

Customer # 104385 Contract #

City of Marysville
Public Works
80 Columbia
Marysville, WA 98270-5130

ATTENTION: Chien Chang
PHONE: 3603638247 x8247
EMAIL: cchang@marysvillewa.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/13/2020 To: 5/13/2020

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$35,000.00	\$35,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 2	\$45,000.00	\$45,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 3	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				

Subtotal:	\$135,000.00
Sales Tax:	\$11,625.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$146,625.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<p>For questions contact: Scott Wolter</p>	<p>Email: swolter@esri.com</p>	<p>Phone: (360) 754-4727 x8671 x8671</p>
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

WOLTERS

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-408024

Date: March 10, 2020

Customer # 104385 Contract #

City of Marysville
Public Works
80 Columbia
Marysville, WA 98270-5130

ATTENTION: Chien Chang
PHONE: 3603638247 x8247
EMAIL: cchang@marysvillewa.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.

Quote is valid from: 2/13/2020 To: 5/13/2020

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ **135,000**, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Chien Chang

Name (Please Print)

GIS Supervisor

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Scott Wolter

Email:

swolter@esri.com

Phone:

(360) 754-4727 x8671 x8671

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

WOLTERS

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

ArcGIS Monitor

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) Esri CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 Insights in ArcGIS Enterprise
5 Insights in ArcGIS Online
50 Tracker for ArcGIS Enterprise
50 Tracker for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Marysville, WA

(Customer)

By: _____
Authorized Signature

Printed Name: **Jon Nehring**

Title: **Mayor**

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: **Chien Chang**

Telephone: **360-363-8247**

Address: **80 Columbia Ave**

Fax: _____

City, State, Postal Code: **Marysville, WA 98204**

E-mail: **cchang@marysvillewa.gov**

Country: **USA**

Quotation Number (if applicable): **408024**

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if

Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
 - d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
 - b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be

no decrease in Fee as a result of any Ownership Change.


- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Index #5

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 11, 2020

AGENDA ITEM:	
HVAC Maintenance & Repair Services Contract – Supplemental Agreement No. 1	
PREPARED BY:	DIRECTOR APPROVAL:
JR Myers, Solid Waste/Support Services Supervisor	
DEPARTMENT:	
Public Works, Facilities	
ATTACHMENTS:	
HVAC Maintenance & Repair Services Contract – Supplemental Agreement No. 1	
BUDGET CODE:	AMOUNT:
Various	\$55,000.00
SUMMARY:	
<p>On January 2, 2019, the City solicited bids for the maintenance and repair of the City’s facilities HVAC systems and components. The City received two responsive bid proposals with D.K. Systems providing the lowest bid for requested services. The contract is for one year with the option to extend for three additional one-year terms.</p> <p>The contract amount approved for the first year was \$75,000. The Supplemental Agreement will increase the budget to \$130,000.00 This amount covers the first two years of the contract.</p> <p>The Supplemental Agreement No. 1 will be the first, one-year extension of the contract.</p> <p>The not to exceed total contract sum increases to \$130,000.00.</p>	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the HVAC Maintenance & Repair Services contract Supplemental Agreement No.1 between the City of Marysville and D.K. Systems for a new total contract price of \$130,000.00.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 with D.K. Systems for a one year extension of the HVAC Maintenance & Repair Contract for a new contract total in the amount of \$130,000.00

**SUPPLEMENTAL AGREEMENT NO. 1 TO
SMALL PUBLIC WORKS CONTRACT BETWEEN
CITY OF MARYSVILLE
AND D.K. SYSTEMS INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 1 (“Supplemental Agreement No. 1”) 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 D.K. Systems, Inc., a Washington Corporation (“Contractor”).

WHEREAS, the parties hereto have previously entered into an agreement for HVAC Maintenance and Repair Services (the “Original Contract”), said Original Contract being dated March 26, 2019; and

WHEREAS, both parties desire to supplement the Original Contract, by extending the term of the Original Contract and to provide compensation therefore;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Section 2 of the Original Contract, “Term of Contract”, the parties agree to extend the term of the contract for an additional one (1) year.

2. Section 4.a. of the Original Contract, “Total Contract Sum for the Project”, is amended and shall read as follows: “The City shall pay the Contractor for satisfactory completion of the Project, a Total Contract Sum not to exceed **ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00)** including all applicable Washington State Sales Tax.”

3. Each and every provision of the Original Contract for Small Public Works dated March 26, 2019, shall remain in full force and effect, except as modified herein.


DATED this _____ day of _____, 2020.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this 10th day of April, 2020.

D.K. SYSTEMS, INC.

By 
Darron Drake
Its: President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 11, 2020

AGENDA ITEM:	
Risk and Resilience Assessment and Emergency Response Plan	
PREPARED BY:	DIRECTOR APPROVAL:
Karen Latimer, Utility Manager	
DEPARTMENT:	
Public Works – Water Division	
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE:	AMOUNT:
40143410.541000	\$148,760.00
SUMMARY:	

On March 25, 2020, the City advertised a Request for Proposals, soliciting written proposals from qualified engineering firms to develop a Risk and Resilience Assessment and Emergency Response Plan (RRA & ERP) for the City’s water system in accordance with Section 2013 (a) and (b) of America’s Water Infrastructure Act of 2018 (AWIA). The City received proposals from nine (9) firms. A consultant selection committee reviewed and rated the proposals and selected RH2 Engineering, Inc. as the most qualified firm for the project.

The attached Professional Services Agreement (PSA) will provide the City with written RRA & ERP documents and certification to the U.S. Environmental Protection Agency that this work has been completed. It is staff’s opinion that the negotiated fee of \$148,760.00 is fair and consistent with industry standard.

RECOMMENDED ACTION:

Staff recommends City Council authorize the Mayor to sign and execute a Professional Services Agreement with RH2 Engineering, Inc. in the amount of \$148,760.00 for preparation of a Risk and Resilience Assessment and Emergency Response Plan.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute a Professional Services Agreement between City of Marysville and RH2 Engineering, Inc. in the amount of \$148,760.00.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND RH2 ENGINEERING, INC.**

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 RH2 Engineering, Inc., a profit corporation licensed in the state of Washington, organized under the laws of the state of Washington, located and doing business at 22722 29th Drive SE, Suite 210, Bothell, WA 98021 (“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 Notice to Proceed and shall terminate at midnight on June 30, 2021. 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-Eight Thousand Seven Hundred Sixty Dollars and Zero Cents (\$148,760.00)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT’S OBLIGATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.6 INDEMNITY.

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

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

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

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

_____ (City Initials) _____ (Contractor Initials)

4.7 INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.9 INDEPENDENT CONTRACTOR.

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

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

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

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

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

4.10 EMPLOYMENT.

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

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

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

_____ 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
 Karen Latimer, Utility Manager
 80 Columbia Avenue
 Marysville, WA 98270

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

RH2 ENGINEERING, INC.

Michele Campbell, P.E., Associate Director
22722 29th Drive SE, Suite 210
Bothell, WA 98021

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 _____, 2020.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 2020.

RH2 ENGINEERING, INC.

By _____
Richard L. Ballard
Its: Director

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

EXHIBIT B
Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.

EXHIBIT A
Scope of Work
City of Marysville
America's Water Infrastructure Act
Risk and Resilience Assessment and Emergency Response Plan
 April 2020

Background

The City of Marysville (City) has selected RH2 Engineering Inc., (RH2) to assist with preparation of a Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) as required under the 2018 America's Water Infrastructure Act (AWIA). The water system must certify compliance with RRA and ERP requirements on a schedule dependent on system size. Recertification will be required every 5 years.

Since the City's service population is between 50,000 and 99,999, the U.S. Environmental Protection Agency (EPA) mandated RRA deadline is December 31, 2020. This project is targeting:

- RRA completion on December 15, 2020; and
- RRA certification on December 31, 2020.

ERP certification is due within 6 months of RRA certification; therefore, it is due June 30, 2021. This project is targeting:

- ERP completion on May 31, 2021; and
- ERP certification on June 15, 2021.

The RRA and ERP includes the review and development of sensitive information. RH2 will work closely with the City to securely transmit files and information and will restrict file access of sensitive information where required by the City.

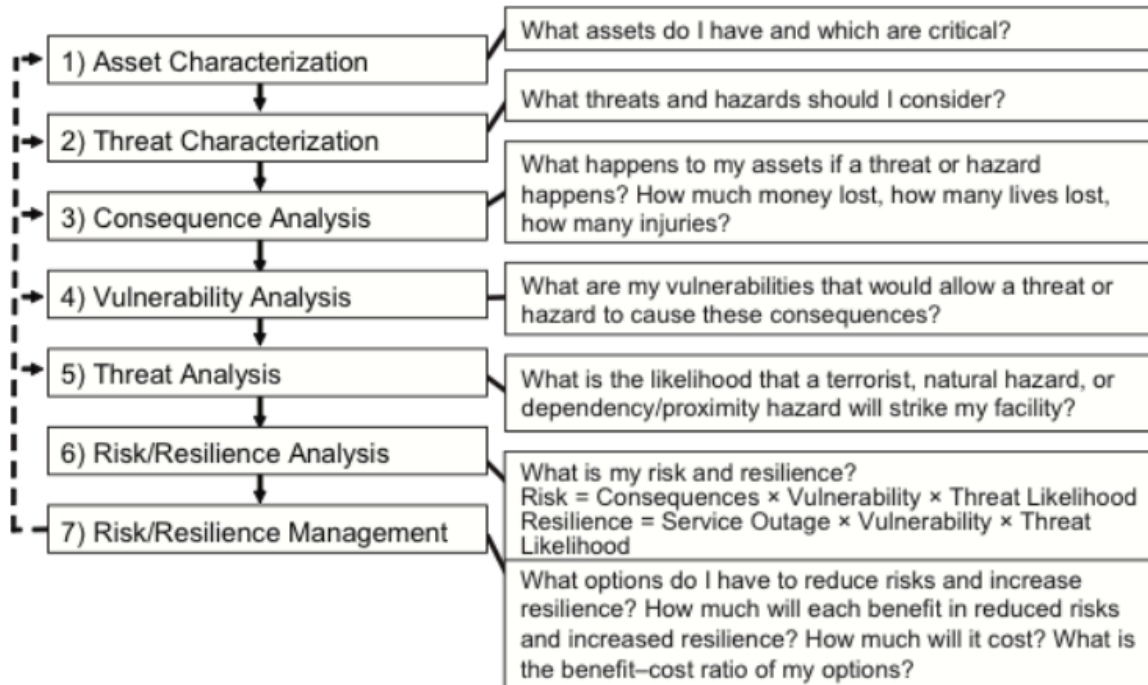
Risk and Resilience Assessment (RRA)

The RRA will include an assessment of the water system assets and an all-hazard approach to threats, including the following:

1. The risk to the system from malevolent acts and natural hazards;
2. The resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
3. The monitoring practices of the system;
4. The financial infrastructure of the system;
5. The use, storage, or handling of various chemicals by the system; and
6. The operation and maintenance of the system.

The assessment also may include an evaluation of capital and operational needs for risk and resilience management for the system.

RH2 will follow the standards outlined in American Water Works Association/American National Standards Institute (AWWA/ANSI) J100-10 R13 *Risk and Resilience Management of Water and Wastewater Systems* (J100) when performing the RRA. J100 outlines a seven step Risk Analysis and Management for Critical Asset Protection (RAMCAP) process, as illustrated in the figure that follows.



Emergency Response Plan (ERP)

The findings of the RRA are to be incorporated in the ERP update. The updated ERP must include the following:

1. Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
2. Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
3. Actions, procedures, and equipment that can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers;
4. Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system;
5. Examination of financial infrastructure;

6. Addressing the use, storage, or handling of chemicals; and
7. Consideration of operations, maintenance, and asset management.

The physical arrangement of the ERP will allow easy access to incident-specific procedures for “rip-and-run” style use. The ERP will generally include the required elements and will be organized in a manner and order similar to the EPA’s 2019 *Community Water System Emergency Response Plan Template*.

General Assumptions

In preparing this Scope of Work, the following overall assumptions were made. Additional assumptions are listed within the tasks.

- *The City has the institutional knowledge of its water system, and the City must respond quickly to information requests, involve the correct staff, perform timely and thorough reviews of draft documents, and be actively involved in the RRA and ERP development in order to meet the EPA deadlines. RH2’s role is to support the City’s efforts through collection and organization of relevant information and presentation in a way that allows City decision makers to quickly make informed decisions at key points in the RRA and ERP development.*
- *RRA and ERP documents will be limited to the water system. Impacts of other utility failures will be analyzed (to the extent that their failure impacts the water system) and response coordination planned, but analysis and planning for other utilities (such as wastewater) are outside the scope of this project.*
- *Analysis will include applicable business systems. Applicable business systems are assumed to include those systems and IT directly affecting water operations, such as maintenance and communication systems, as well as financial infrastructure such as accounting, purchasing, billing systems, or third parties used for these services.*
- *Project documents will be provided in electronic format to the extent possible. Deliverables will be provided in PDF format.*
- *Restrictions to in-person meetings and workshops due to COVID-19 will not impact the schedule and are assumed to continue through the end of 2020. All meetings can be held via videoconference using either RingCentral or Microsoft Teams platforms. If in-person meetings are necessary, all participants will adhere to health guidelines for in-person activities in order to protect the health of RH2 and City staff. RH2 staff have visited most facilities in the past and it is assumed that specific questions about certain facilities can be documented by City staff and relayed to RH2.*
- *Workshops will generally be limited to four (4) hours in duration and will be held at the City’s offices or remotely via videoconference (RingCentral or Microsoft Teams).*
- *Infrastructure cost estimates will be Association for the Advancement of Cost Engineering (AACE) Class 5 (conceptual level).*

- *RH2 will rely on the accuracy and completeness of any data, information, survey, or materials generated or provided by the City, or others in relation to this Scope of Work.*
- *The City will provide timely feedback on deliverables identified in this Scope of Work.*
- *RRA information may be compiled and processed in AEM Engineering's PARRE™ software. The project budget includes an allowance of \$500 to cover the cost of purchasing one (1) license of the PARRE software. The license, along with all data, will be transferred to the City following completion of the work for City use in future RRA efforts. The City will be responsible for maintenance of the license for future RRA efforts.*

Tasks

The following task descriptions provide details regarding the objective, approach, additional assumptions, items to be provided by the City, and deliverables of RH2.

Task 1 – Project Management Services

Objective: Manage RH2's project team, maintain communications, including phone calls and emails, and attend coordination meetings.

Approach:

1.1 Perform Project Management: Provide direction, coordination, and oversight to the RH2 project team. Work includes the following:

- Organize, manage, and coordinate technical disciplines as described herein, and implement quality assurance and quality control (QA/QC) to perform this Scope of Work in close coordination with City staff.
- Document and retain information generated by the RH2 team during execution of the project.
- Prepare monthly invoices and budget status summaries.
- Create, maintain, and update an internal project schedule. Monitor, modify, and update the project schedule periodically throughout the project to determine potential impacts of proposed changes. Adjust the schedule to reflect the current status of the project and revisions made to this Scope of Work.

1.2 Attend Coordination Meetings: Prepare for and attend (in-person or via video conference) coordination meetings with City staff, as requested. Prepare agenda and meeting minutes. *A total of six (6) meetings are assumed for this Scope of Work, in addition to the other workshop meetings identified elsewhere in this Scope of Work.*

RH2 Deliverables:

- Monthly invoices.
- Meeting agendas and minutes.

- Periodic project updates.

Task 2 – Project Kickoff

Objective: Streamline communication between the City and RH2. Identify available existing resources. Lay the groundwork for identifying which assets are critical assets and tour primary facilities.

Approach:

- 2.1 Establish Primary Points of Contact: Work with the City to identify primary points of contact for RH2 and within the City’s organization related to different aspects of the system, including:
 - Management;
 - Operations;
 - Engineering;
 - Electrical;
 - IT/Supervisory Control and Data Acquisition (SCADA);
 - Administrative/Billing; and
 - Physical Security
- 2.2 Obtain and Review Background Information: Provide the City with initial AWIA Information Request Form. Obtain and organize background information identified in information request form. Review information to assess whether information is relatively sufficient, complete, and up to date. Update information request form and coordinate with the City to obtain or update information as needed. Prepare bibliography of data obtained.
- 2.3 Identify Critical Thresholds: Coordinate with the City to review the organization’s mission statement and translate the mission statement into terms that will help determine criticality of assets during an emergency, such as:
 - Fire flow (gallons per minute at hydrants);
 - Water system pressure (pounds per square inch in distribution system);
 - Water quality (specific);
 - Water treatment (specific);
 - Service disruption length (hours or days);
 - Critical customer need requirements (specific); and
 - Other.
- 2.4 Coordinate Field Investigations: Work with the City staff to identify water system assets about which RH2 needs more information, or which are known to be susceptible to threats. *To maintain social distancing, it is assumed that City staff will visit and photo document facilities to obtain additional information required by RH2 to carry out this assessment.*

Provided by City:

- Existing information as identified on the AWIA information request form.
- Decision on critical thresholds.
- Guided tour of primary facilities.

RH2 Deliverables:

- AWIA information request form.
- Bibliography of data.
- Summary of critical thresholds.

Task 3 – Threat and Asset Characterization and Creation of Threat-Asset Pairs

Objective: Identify City water system assets and threats. Eliminate non-critical assets and non-feasible threats. Create Threat-Asset (T-A) Pairs for analysis in more detail in future tasks. The purpose of this Task is to narrow the number of assets, threats, and T-A pairs from a comprehensive list to a limited list of the top T-A pairs based on consequence. *For budgeting and planning purposes, it is assumed that this process will begin with a maximum of 500 water system T-A pairs. These T-A pairs then will be ranked and reduced to a top 100 list of T-A pairs for full analysis.*

Approach:

3.1 Identify and Characterize Assets: Work with the City and use the available documents and threshold criteria to create an initial asset table and chapter of the RRA Report.

- Use threshold criteria to identify critical assets and to eliminate non-critical assets from further consideration.
- Document why assets are critical.
- Organize and prepare tables and Assets chapter of RRA Report.

3.2 Identify and Characterize Threats: Work with the City and other resources to identify and characterize natural hazards, malevolent threats, and dependency/proximity threats.

- Document which threats are likely and deserve additional consideration and which are highly unlikely to this system and area and should be eliminated from further consideration.
- Organize and prepare Threats chapter of RRA Report.

3.3 Create T-A Pairs: Pair threats and assets for further analysis.

- Create table of T-A pairs.

3.4 Develop Consequence Rating Criteria for Preliminary Screening: Work with the City to identify and document numerical consequence rating criteria that can be used for preliminary screening of the T-A pairs. Consequence categories will include the following:

- Fatalities;
- Serious Injuries;
- Utility economic loss;
- Regional economic loss;
- Environmental impacts;
- Public confidence;
- Service denial (hours or days); and
- Other.

Document the criteria and apply the consequence rating criteria to the T-A pairs and rank them in a table. Organize and prepare Consequence Rating Criteria chapter of RRA Report.

3.5 Reduce the Number of T-A Pairs: Work with City staff in a workshop to reduce the number of T-A pairs to no more than 100. The number of T-A pairs will be reduced based upon:

- T-A pairs that can be grouped based on similar assets facing the same threats with similar consequences;
- Bottom-cutting of lower consequence T-A pairs; and
- Professional judgement.

Provided by City:

- Assistance on initial asset identification.
- Review of initial asset table.
- Review of Asset chapter of RRA Report.
- Review of Threats chapter of RRA Report.
- Review of T-A pairs table.
- Agreement upon consequence rating criteria for preliminary screening.
- Review of Consequence Rating Criteria chapter of RRA Report.
- Participation in the T-A pairs workshop.

RH2 Deliverables:

- Initial asset table.
- Critical asset table.
- Assets chapter of RRA Report (electronic form only).
- Threats chapter of RRA Report (electronic form only).
- Table of initial T-A pairs.
- Table of initial T-A pairs containing preliminary screening consequence criteria.

- Consequence Rating Criteria chapter of RRA Report (electronic form only).
- Table of T-A pairs to be analyzed for baseline risk and resilience.

Task 4 – Calculate Baseline Risk and Resilience

Objective: Identify, calculate, and document values for consequence cost, vulnerability, and threat likelihood that will allow for calculation of baseline risk for each T-A pair. Consider the cost of service denial to calculate the resilience of each T-A pair.

Approach:

- 4.1 Evaluate and Summarize Consequence Costs: Estimate the planning-level costs if a threat is realized against an asset. Organize and prepare Consequence chapter of RRA Report.
- 4.2 Evaluate and Summarize Vulnerability: Calculate the probability (0 = not vulnerable; 1 = highly vulnerable) that the asset will fail if the paired threat occurs using methods such as available data, event trees, path analysis, vulnerability logic diagrams, historical knowledge, and interviews with suppliers. Organize and prepare Vulnerability chapter of RRA Report.
- 4.3 Evaluate Threat Likelihood: Utilize available sources of information to calculate the likelihood of a threat occurring in any given year (1 = certain; 10^{-10} = highly unlikely) for each T-A pair. Organize and prepare Threat Likelihood chapter of RRA Report.
- 4.4 Calculate Baseline Risk of Each T-A Pair: Calculate baseline risk (\$ per year) for each T-A pair.
 - Multiply the values of Consequence, Vulnerability, and Threat Likelihood developed in this Task.
- 4.5 Calculate Baseline Resilience of Each T-A Pair: Calculate the baseline resilience (\$ per year) for each T-A pair.
 - Multiply the cost to the City (duration in days multiplied by lost revenue per day) by the vulnerability and threat likelihood. Use the values for vulnerability and threat likelihood as developed in this Task.

Provided by City:

- Review of Consequence chapter of RRA Report.
- Review of Vulnerability chapter of RRA Report.
- Review of Threat Likelihood chapter of RRA Report.
- Review of table of T-A pairs showing values for variables and calculated baseline risk and resilience.

RH2 Deliverables:

- Consequence chapter of RRA Report (electronic form only).
- Vulnerability chapter of RRA Report (electronic form only).
- Threat Likelihood chapter of RRA Report (electronic form only).

- Table of T-A pairs showing values for variables and calculated baseline risk and resilience.

Task 5 – Risk and Resilience Management

Objective: Identify potential mitigation measures to reduce the risk and/or increase the resilience of T-A pairs and the system as a whole.

Approach:

- 5.1 Identify Potential Mitigation Measures: Attend a workshop with City staff to brainstorm up to 25 potential mitigation measures to reduce the risk of T-A pairs.
- 5.2 Develop Live-Cycle Cost Estimates for Potential Mitigation Measures: Prepare planning-level costs covering both capital and operations and maintenance costs of the potential mitigation measures.
- 5.3 Calculate Mitigated Risk: Recalculate risk based on revised consequence, vulnerability, and threat likelihood values based on the potential mitigation measure being carried out.
- 5.4 Calculate Benefits of Potential Mitigation Measures: For T-A pairs with reduced risk due to mitigation measures, calculate the following:
 - Gross Benefit = Baseline Risk – Mitigation Risk.
 - Net Benefit = Gross Benefit – Mitigation Measure Cost.
 - Benefit/Cost Ratio = Net Benefit/Mitigation Measure Cost.
 - Identify Timeline of Mitigation: Short (immediately), mid-term (1 to 5 years), or long-term (greater than 5 years).
- 5.5 Select Mitigation Measures: Assist the City with determining and prioritizing which potential mitigation measures to include in a prioritized implementation plan. Organize and prepare Risk and Resilience Management chapter of RRA Report.

Provided by City:

- Participate in mitigation measures workshop.
- Decide and prioritize which mitigation measures to implement.
- Review Risk and Resilience Management chapter of RRA Report.

RH2 Deliverables:

- Table of T-A pairs showing benefit and potential mitigated risk calculations.
- Risk and Resilience Management chapter, including prioritized implementation plan (electronic form only).

Task 6 – Finalize RRA

Objective: Finalize RRA and prepare certification letter for the City’s submittal to EPA.

Approach:

- 6.1 Finalize RRA: Incorporate all chapters and tables previously prepared into a single RRA report. Prepare an executive summary, cover, table of contents, and redacted prioritized implementation plan. Provide to City for review. Prepare final report based on City comments.
- 6.2 Facilitate City Certification of RRA: Prepare certification letter and assist City in completing certification process.

Provided by City:

- Review of complete RRA Report.
- Completing and submitting certification letter to EPA.

RH2 Deliverables:

- Final RRA Report (electronic form only).
- Certification letter for submittal by City (electronic form only).

Task 7 – Emergency Response Plan Update

Objective: Prepare a simple and flexible ERP update that incorporates the work of the RRA and addresses new requirements under the AWIA.

Approach:

- 7.1 Review Existing ERP: Review existing ERP. *It is assumed that the City has an existing ERP.*
- 7.2 Conduct Existing ERP Gap Analysis: Compare findings from RRA and requirements of the AWIA to the existing ERP and identify any gaps.
- 7.3 Identify Proposed Updates to the ERP: Identify sections of the ERP proposed to be updated and discuss proposed updates with the City to determine which to undertake. Include coordination so that this ERP update is consistent with the City-wide ERP currently under preparation by the City. Document the findings of Subtasks 7.2 and 7.3 in a technical memorandum.
- 7.4 Prepare Initial Draft ERP: Draft the updated ERP to comply with AWIA requirements. Obtain City comments on the initial draft and prepare an updated draft document.
- 7.5 Facilitate ERP Training Workshop and Tabletop Exercise: Participate in an ERP workshop to be conducted at the City’s facilities. *It is assumed the workshop will be four (4) hours in duration and the tabletop exercise will also be four (4) hours in duration. The tabletop exercise will be able to be held in person since it will be held in approximately April 2021.* Facilitate tabletop testing of ERP as follows:
 - Participate in a workshop to introduce City staff to the ERP.
 - Identify one (1) emergency scenario that will be run during the tabletop exercise.

- Facilitate tabletop exercise to test the ERP.
- Discuss the ERP and the exercise results with participants and identify any needed ERP adjustments.

7.6 Finalize ERP: Based on feedback received during Subtask 7.5, prepare final ERP and submit to the City.

7.7 Facilitate City Certification of ERP: Prepare certification letter and assist City in completing certification process. *The City will submit certification documentation to the EPA.*

Provided by City:

- Existing ERP.
- Review of ERP Gap Analysis and Proposed Updates technical memorandum.
- Review and comment on initial draft ERP.
- Meeting space and arranging for participation of necessary staff to perform an ERP training workshop and tabletop exercise.
- Guidance on updates to make to draft ERP based on the workshop and tabletop exercise result.
- Review of final ERP.
- Submittal of certification to EPA.

RH2 Deliverables:

- ERP Gap Analysis and Proposed Updates technical memorandum (electronic form only).
- Initial Draft ERP (electronic form only).
- Draft ERP (electronic form only).
- Training workshop and tabletop exercise facilitation.
- Final ERP (electronic form only).
- ERP certification document (electronic form only).

EXHIBIT B**Fee Estimate****City of Marysville****America's Water Infrastructure Act****Risk and Resilience Assessment and Emergency Response Plan****Apr-20**

Description		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Project Management Services	50	\$ 10,520	\$ 273	\$ 10,793
Task 2	Project Kickoff	36	\$ 7,766	\$ 367	\$ 8,133
Task 3	Threat and Asset Characterization and Creation of Threat-Asset Pairs	152	\$ 31,638	\$ 1,624	\$ 33,262
Task 4	Calculate Baseline Risk and Resilience	108	\$ 21,468	\$ 1,343	\$ 22,811
Task 5	Risk and Resilience Management	134	\$ 28,406	\$ 1,179	\$ 29,585
Task 6	Finalize RRA	37	\$ 7,534	\$ 216	\$ 7,750
Task 7	Emergency Response Plan Update	174	\$ 35,146	\$ 1,281	\$ 36,427
PROJECT TOTAL		691	\$ 142,478	\$ 6,282	\$ 148,760


EXHIBIT C		
RH2 ENGINEERING, INC.		
2020 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$149	\$/hr
Professional II	\$163	\$/hr
Professional III	\$179	\$/hr
Professional IV	\$191	\$/hr
Professional V	\$206	\$/hr
Professional VI	\$219	\$/hr
Professional VII	\$238	\$/hr
Professional VIII	\$244	\$/hr
Professional IX	\$244	\$/hr
Control Specialist I	\$135	\$/hr
Control Specialist II	\$147	\$/hr
Control Specialist III	\$161	\$/hr
Control Specialist IV	\$174	\$/hr
Control Specialist V	\$185	\$/hr
Control Specialist VI	\$198	\$/hr
Control Specialist VII	\$214	\$/hr
Control Specialist VIII	\$222	\$/hr
Technician I	\$112	\$/hr
Technician II	\$122	\$/hr
Technician III	\$139	\$/hr
Technician IV	\$150	\$/hr
Technician V	\$163	\$/hr
Technician VI	\$179	\$/hr
Technician VII	\$194	\$/hr
Technician VIII	\$204	\$/hr
Administrative I	\$74	\$/hr
Administrative II	\$86	\$/hr
Administrative III	\$103	\$/hr
Administrative IV	\$122	\$/hr
Administrative V	\$140	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.575	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

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CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 11, 2020

AGENDA ITEM:	
Project Acceptance: 2019 Pavement Preservation Program	
PREPARED BY:	DIRECTOR APPROVAL:
Kyle Woods, Project Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Physical Completion Letter	
BUDGET CODE:	AMOUNT:
10200030.548000.TB904	N/A
SUMMARY:	

The 2019 Pavement Preservation Program project included asphalt pavement resurfacing on State Avenue from 80th St NE to 88th St NE and 27th AVE NE/Twin Lakes Avenue in the Lakewood Crossing Retail Plaza. This project was funded by the Transportation Benefit District.

The City Council awarded the 2019 Pavement Preservation to Cadman Materials, Inc. on May 13, 2019 for the bid amount of \$1,422,192.00 including Washington State Sales Tax (WSST.). The project was completed in the amount of \$1,184,927.78, or 237,234.22 (17%) below the 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 project acceptance of the 2019 Pavement Preservation project, starting the 45-day lien filing period for project closeout.
RECOMMENDED MOTION:
I move to authorize the Mayor to accept the project.



PUBLIC WORKS
Kevin Nielsen, *Director*

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

3/20/2020

Cadman Materials, Inc.
Doug Norem
7554 185th Ave NE – Ste 100
Redmond, WA 98052

Subject: 2019 Pavement Preservation Program – Notice of Physical Completion

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of 3/20/2020.

This notification does not constitute completion, or final acceptance by the City per Section 1-05.11(2) of the Contract's General Special Provisions.

Recommendation for Final Acceptance will be sent to the City Council for approval at the first available council meeting. This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage bond upon receipt of 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
4. Affidavits of Wages Paid (including all subcontractors)

Thank you Doug.

Best,


A handwritten signature in blue ink, appearing to be "K. Nielsen", is written over a faint blue line.

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CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 11, 2020

AGENDA ITEM:	
Project Acceptance – Alder Avenue Sidewalk Project	
PREPARED BY:	DIRECTOR APPROVAL:
Kyle Woods, Project Engineer	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Physical Completion Letter	
BUDGET CODE:	AMOUNT:
30500030.563000, TB802	N/A
SUMMARY:	

The Alder Avenue Sidewalk project included the construction of concrete curb, gutter, and sidewalk, along with associated storm facilities, asphalt paving, street signage, and channelization from 3rd Street to 4th Street.

City Council awarded the Alder Avenue Sidewalks to Welwest Construction on December 9, 2019 in the amount of \$153,553.50 including Washington State Sales Tax (WSST.) The project was completed at a cost of \$136,551.00, or \$17,002.50 (11%) below the 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.

This project is funded in part by the Community Development Block Grant. A breakdown of the grant contribution is shown below.

Total Construction Cost	\$136,551.00
<u>Community Development Block Grant (est):</u>	<u>\$136,000.00</u>
Total Cost to City –	\$551.00
Funded by the Transportation Benefit District	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor accept the Alder Avenue Sidewalk Project, starting the 45-day lien filing period for project closeout.

RECOMMENDED MOTION:

I move to authorize the Mayor to accept the project.



PUBLIC WORKS
Kevin Nielsen, *Director*

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

4/3/2020

Welwest Construction Inc.

Subject: Alder Avenue Sidewalks– Notice of Physical Completion

Dear Jesse:

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Friday, April 3, 2020. 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 from Welwest and Subcontractors
2. Certified payroll from Welwest and Subcontractors

I will be issuing the "Notice of Completion of Public Works Contract" to LNI, DOR, and Employment Security.

It has been a pleasure working with Welwest on this project. I look forward to working with you on future projects with the City.

Best,

A handwritten signature in blue ink, appearing to read "K. Woods", is written over a light blue horizontal line.


Kyle Woods
Project Engineer
City of Marysville

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE:

AGENDA ITEM:	
Authorizing the Mayor to sign an Interlocal Agreement and Supplemental Work Orders between the City of Marysville and Snohomish County for Technology Services.	
PREPARED BY:	DIRECTOR APPROVAL:
Worth Norton	
DEPARTMENT:	
Finance / Information Services	
ATTACHMENTS:	
Interlocal Agreement Between the City of Marysville and Snohomish County to Provide Information Technology Services Exhibit A - Supplemental Work Order (SWO 19-01)	
BUDGET CODE:	AMOUNT:
50300090 531000	\$ 4,725.00 (over 5 years)
40143410 541000	\$ 34,177.50 (over 5 years)
SUMMARY:	

This Interlocal agreement provides a mechanism in which supplemental work orders (SWOs) may be entered into between the City of Marysville and Snohomish County for technology services. This is a “renewal” of an existing Interlocal and SWO and also a new SWO.

The SWO that is being renewed provides rack space for a demark location and cross connect at the County; this is generally referred to as the “meet me cabinet”. Agencies that have a presence in the meet me cabinet that the City can connect to include State DIS, Administrative Office of the Courts, County DIS, County DEM, Sno911, PUD, and other Districts and Cities. The City uses this demark to connect to multiple State and Local agencies.

The new SWO is for EagleView (Pictometry) AccuPlus aerial survey orthophoto updates. Up to date orthophotos provide important visualizations of the changes in the city which help in mapping, planning, and public works operations.

RECOMMENDED ACTION:

City staff recommends that the City Council authorizes the Mayor to sign the attached Interlocal agreement and SWO with Snohomish County which provides network connectivity and GIS orthophotos.

COUNTY DEPARTMENT: Department of Information Technology

CONTACT PERSON: Viggo Forde, Director

ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201

TELEPHONE/EMAIL: (425) 388-3703 /

PUBLIC AGENCY: City of Marysville

AGENCY CONTACT PERSON: Worth Norton

ADDRESS: 1049 State Avenue

Marysville, WA 98270

TELEPHONE/FAX: 360-363-8029 / 360-651-5033

PROJECT: Information Technology Services

AMOUNT: As specified in Supplemental Work Orders
Not to exceed \$50,000 for the five (5) year life
of the Agreement

FUND SOURCE: City of Marysville

CONTRACT DURATION: Five (5) Years from date of Contract
Execution

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND
SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, through its Department of Information Technology (hereinafter "County" or "SCDOIT") and the City of Marysville (hereinafter "Marysville"), for the purpose of SCDOIT providing information technology services to Marysville.

WHEREAS, this Agreement is made pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS Chapter 2.350 of the Snohomish County Code (SCC) provides for SCDOIT to provide information services, information processing, proprietary software and purchased services to public agencies and cash-on-delivery customers; and

WHEREAS Marysville is a “public agency” as that term is defined in SCC 2.350.020(13) and RCW 39.34.020; and

WHEREAS, Marysville requires information technology services, which may include maintenance and support, assistance in the planning, management, control, operation, and use of information services, network, telecommunications, information processing, equipment, purchased services and proprietary software;

NOW, THEREFORE, and in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Marysville agree as follows:

1. Scope of Information Technology Services:

- a. The County will provide information technology goods and information processing services according to Supplemental Work Order (SWO). Each SWO shall be executed by the County Executive, or his designee, and an authorized agent for Marysville, and subject to the general terms and conditions of this Agreement. Each SWO will include a description of the specific services to be provided, the term, and the costs of such service from quotation or from the published rate or fee schedule, and any other terms or conditions applicable to that service. The scope of information technology goods and information services to be provided are limited to the following:
 - A. Assisting in the planning, management, control, operation and use of integrated city, jurisdictional, government and County networks, telecommunications, information processing, systems and equipment required by Marysville; Providing ISP (Internet Service Provider) services.

B. Administration of yet to be identified centralized support systems and services for Marysville where they generally promote more efficient management and utilization of such services.

C. Other functions as may be mutually agreeable.

2. Contract Maximum. All Supplemental Work Orders executed under this ILA shall not exceed an aggregate total of \$50,000.

3. TREATMENT OF ASSETS. COMPUTER APPLICATION PROGRAMS AND OTHER SOFTWARE SYSTEMS FURNISHED TO MARYSVILLE BY THE COUNTY ARE FURNISHED ON AN "AS IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES REGARDING USE OR RESULTS INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS INDICATED IN AN SWO FOR SERVICE.

Title to all property furnished by the County shall remain in the County. Title to all property purchased by Marysville for which Marysville is not reimbursed by the County shall remain in Marysville. Title to all property purchased by Marysville for which Marysville is reimbursed by the County and is used as a component of services provided under this Agreement shall pass to and vest in the County upon completion, termination, or cancellation of the relevant SWO or this Agreement.

Any property of the County furnished to Marysville shall, unless otherwise provided in this contract, or approved by the County, be used only for the performance of this Agreement or a SWO. Marysville shall be responsible for any loss or damage to County property that County furnishes to Marysville.

If County property is lost, destroyed, or damaged, Marysville shall immediately notify the County and shall take all reasonable steps to protect the property from further damage.

3. Surrender of Property. Marysville shall surrender to County all property of County upon completion, termination, or cancellation of this Agreement. Conversely, County shall surrender to Marysville all property of Marysville upon completion, termination, or cancellation of this Agreement.

4. Time of Performance. Pursuant to RCW 39.34.040 this Agreement shall become effective upon signature by both parties and either (a) listing of the Agreement by subject on either party's web site or (b) recording of the Agreement with the Snohomish County Auditor. The Agreement shall remain in force for a period up to five (5) years, unless terminated earlier by either party upon ninety (90) days prior written notice to the other party.

5. Compensation: Marysville may request an estimate or quotation of cost for proposed information technology goods or information processing services from County. Specific agreements addressing costs, term, schedules, and other factors will be described in an associated SWO developed from initial estimates or quotations.

Marysville will pay County for services provided hereunder and as set out in SWOs.

Charges for information technology, goods and information processing services under this Agreement shall be based on the current published rate or fee schedule of the County in effect on the date of execution of this Agreement, unless the specific quotation described in the SWO provides otherwise. Unless the SWO provides for a fixed rate or a different methodology to change a specific rate and/or fee, Rate and Fee schedules are subject to change at the discretion of the County and shall be effective ninety (90) days after written notice of change is provided to the Marysville, postage paid in the US mail.

The County will submit an invoice or advice of charge to Marysville annually for the service fees, or as defined in a SWO, detailing charges for services rendered. Payment is due in full upon receipt of the invoice by Marysville and becomes delinquent thirty (30) days thereafter.

A late payment fee may be applied to any remaining balance sixty (60) days after receipt of

invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1%) per month. Invoices related to SWOs with balances more than ninety (90) days past due is cause for the termination of a SWO . Amounts disputed by Marysville under Section 7 of this Agreement are not subject to late payment charges.

6. Obligations of Marysville are as follows: As to all new Marysville acquisitions of any information technology equipment, software or systems to be serviced under this Agreement, Marysville shall undertake such acquisitions in accordance with guidelines, standards or procedures established by SCDOIT and shall secure written concurrence for any such procurement from the County Executive or his/her designee.

Marysville shall make payment to County of all submitted invoices or advices of charge pursuant to Section 5 of this Agreement.

7. Mutual Covenants: Marysville will promptly notify the County in writing of issues regarding invoices, or of services which Marysville believes do not conform with the agreed upon terms of this Agreement and/or SWO, within thirty (30) days of receipt of invoice or performance of services, whichever occurs later. Failure to give written notice within thirty (30) days after receipt of invoice or performance of services constitutes waiver of any objection to services or invoices.

The parties shall attempt to resolve any issues arising under this Agreement and/ or any applicable SWO through negotiation. If that fails, the parties will seek to resolve disputes through the aid of a mutually selected, independent third party.

This Agreement may only be modified by a written amendment executed with the same formalities as are required for execution of this Agreement.

Both parties understand the County retains discretion regarding the operation and allocation of the aggregate information processing capacity at its disposal, including the capacity covered by this Agreement. County agrees to allocate sufficient capacity to meet the existing

processing requirements of Marysville.

8. County Review and Approval: Upon submittal of any request to execute a SWO or to perform optional services under any executed SWO, the County may, following review by the SCDOIT, agree to perform such work or reject it, or request such modification or additions as it deems appropriate.

At the outset of performance of each SWO, or during performance of the SWO to the extent the same is modified by the Parties, the County will either accept or reject Marysville systems and services as listed in the SWO. The County will not invoice Marysville until the County has accepted service and/or system delivery responsibility. Marysville is not required to pay for services or systems until the County accepts delivery responsibility for those services and/or systems.

9. Access to Books/Records: Each Party may, at reasonable times, and upon prior notification inspect the records of the other party relating to performance of this Agreement. County and Marysville shall keep all records required by this contract in accordance with statutory archival requirements.
10. Indemnification and Hold Harmless: Subject to the liability limitation stated in Section 11 of this Agreement, Marysville shall hold harmless, indemnify, and defend, at its own expense, SCDOIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of Marysville's performance of this Agreement, including claims by Marysville's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 11 of this Agreement, County shall hold harmless, indemnify, and defend, at its own expense Marysville, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature

whatsoever, arising out of County's performance of this Agreement, including claims by County employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of Marysville, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 11 of this Agreement, in the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by Marysville and County, including claims by Marysville's and County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of Marysville and the County, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

11. Limitation of Liability: In no event will County or Marysville be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the performance of the County or Marysville under this Agreement or any SWO hereunder, even if the County or Marysville has been advised of the possibility of such damages.
12. Compliance with Laws: The County and Marysville shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement. Marysville will comply with SCDOIT procedures and policies related to technology management and use of applicable County systems, applications and services.
13. Non-assignment: The County and Marysville shall not assign any of the rights, duties, or obligations covered by this Agreement without the prior express written request and consent of the other party.
14. Conflicts between Attachments and Text: Should any conflicts exist between any attached exhibit or SWO and the text of this Agreement, the text of this Agreement shall prevail.

15. Interlocal Cooperation Act (Chapter 39.34 RCW): The purpose of this Agreement is to allow the County to provide a variety of information technology services to Marysville as needed over a five (5) year term. SWOs will be executed by both parties as necessary and will describe the services to be provided and their associated costs. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. The parties agree that it is not necessary to appoint an administrator or joint board to oversee the implementation of this Agreement. However, should a court of competent jurisdiction deem such an administrator or joint board necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board will be established by mutual agreement of the parties. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
16. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this contract must be brought in Snohomish County Superior Court, Washington.
17. Severability: Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
18. Recording: The parties may file this Agreement with the Snohomish County Auditor pursuant to RCW 39.34.040 or list the Agreement by subject on either party's web site.
19. No Separate Legal Entity: To accomplish the purposes of this Agreement, the parties do not create a separate legal entity nor do the parties form a joint board.

“County”

“MARYSVILLE”

SNOHOMISH COUNTY

CITY OF MARYSVILLE

By: _____
County Executive Date

By: _____
Title: _____ Date

Approved as to Form Only:

Deputy Prosecuting Attorney Date

City of Marysville Attorney Date

Approved as to indemnification provisions:

Risk Management Date

Recommended for Approval:

Viggo Forde, Director Date
Snohomish County Department of Information Technology

Exhibit A - Supplemental Work Order (SWO 19-01)

Network, Internet & GIS Support Services

This Supplemental Work Order (SWO) is executed between Snohomish County, through its Department of Information Technology (the “County” or “SCDOIT”) and city of Marysville (“Marysville”) pursuant to the terms and conditions of that certain Interlocal Agreement (“ILA”) between Marysville and Snohomish County to Provide Information Services dated as of _____, 2020. The parties acknowledge that they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ILA. This SWO sets forth the obligations of the parties with respect to SCDOIT’s provision of information services to Marysville. This SWO also serves as the Service Level Agreement, (See Responsibilities and Service Level Expectations, Section 6 of this SWO) between Marysville and SCDOIT.

1. **Purpose:** The purpose of this SWO is for SCDOIT to provide to Marysville information services as specified in Appendix A.
2. **Scope of Work:** The specific services covered by this SWO includes the “Primary” items listed in Appendix A – Services Listing and any item directly “associated” with the Primary items after acceptance by SCDOIT.
3. **Term and Termination:** The term of this SWO is effective upon the date of execution by both parties for five years unless terminated upon written notification to the other party. Either party may terminate this SWO upon ninety (90) day’s written notification to the other party. In the event the ILA is terminated, this SWO shall also terminate on the ILA termination date.
4. **Prohibited Use of Services:**
 - a. Marysville shall not use any Service in a manner that Snohomish County reasonably determines may adversely affect Snohomish County systems, Snohomish County customers, the integrity and operations of Snohomish County’s business, or Snohomish County’s ability to provide services to Snohomish County customers.
 - b. By executing this SOW, Marysville acknowledges and agrees that Snohomish County may monitor any activity and content associated with the use of the Services. Snohomish County may cooperate with law enforcement agencies in any investigation related to the use of a Snohomish County Service and investigate any complaint or reported violation of law or Snohomish County policy. Snohomish County may take action in response to requests Snohomish County reasonably deems to be legally enforceable. Action may include, but is not limited to, issuing warnings, suspension, or termination of a Service; removal of materials on a Snohomish County-hosted web site; or disclosure of information agencies, such as user contact details, IP addressing and traffic information, usage history, posted content, to law enforcement .

- 5. Resale of Snohomish County Services:** Marysville shall not resell or provide free of charge any Service to any third party without first entering into a Contract for Service with Snohomish County that permits these activities.
- 6. Service Levels and Designated Points of Contact and Escalation Points:** SCDOIT's designated point of contact for Marysville to request Support Services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCDOIT Help Desk at (425) 388-3378, Monday – Friday, 8:00 a.m. – 5:00 p.m., excluding holidays. Schedule is subject to change by written notice from SCDOIT.

SCDOIT Contacts and Escalation Points:

Service Desk	425-388-3378
Systems and Network Engineering Supervisor	425-388-7171
GIS Supervisor	425-262-2150
Customer & Workstation Supervisor	425-388-3899
Systems Manager	425-388-3998
Deputy Director	425-388-3022
Director	425-388-3739

Marysville's designated point of contact for SCDOIT to send invoices, problem-solve and otherwise conduct business shall be:

Marysville Primary Contacts:	Worth Norton, Information Systems Manager 360-363-8029 wnorton@marysvillewa.gov
Marysville Secondary Contacts:	Chris Brown, Network Administrator 360-363-8036 cbrown@marysvillewa.gov
Marysville GIS Services Contacts:	Chien Chang, GIS Supervisor 360-363-8247 cchang@marysvillewa.gov
Marysville Billing Contacts:	Jeremiah Nyman, Support Technician 360-363-8033 ISPurchasing@marysvillewa.gov

Service Level Response Table

Response Level	Condition	Response Time	Escalation Path
Emergency Response	Network outage, multi-user outage/ critical event, or when Marysville is unable to conduct business.	2 hours	SCDOIT's assigned primary response contact will make contact within one (1) hour of receiving notification from either the Help Desk or Management. If contact is not made within ½ hour the call receiver will contact the secondary support contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary.
Priority Problem Response	Network is impaired, Marysville is still able to conduct business, but no practical workaround exists.	3 Hours	SCDOIT's primary response contact will make contact with Marysville's designated primary contact. If contact is not made within three (3) hours, the call receiver will contact the designated secondary contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary.
Routine Response	User is inconvenienced, or non-mission-critical application is impaired. Practical workaround exists.	3 Days	SCDOIT's primary response contact will respond to this category of call when all other service requests of higher priority have been answered. Every effort will be made to respond within three (3) business days. This category of call includes but is not limited to: training issues, minor operational issues, and minor system inconveniences.

7. **Payment for Services:** The County will invoice Marysville for the Services per Section 5, Compensation, of the Interlocal Agreement (ILA). Marysville will be billed in full for Services rendered up to and including the date the County receives Marysville's cancellation or change request.
8. **Declined Equipment:** No equipment is provided by this SWO. All equipment maintenance is the responsibility of the City of Marysville.
9. **Pricing and Service Fees:** The pricing and fee schedule for services provided by SCDOIT are outlined in Appendix A of this SWO.
10. **Modifications / Changes:** Services may be modified at any time upon mutual written agreement of the parties. Modifications which remain within the ILA Contract Maximum will be made through the issuance of a new SWO, which will take precedence over the original SWO.
11. **Assignment:** Neither party shall assign any of the rights, duties, or obligations covered by this SWO without the prior express written request and consent of each party.
12. **Notices:** Notices and other communications between Snohomish County and Marysville that are required by or specified in the ILA may be delivered by electronic mail. Communications related to the ILA may be directed to Snohomish County Department of Information Technology at: DIS.Admin@snoco.org. Marysville shall provide Snohomish County with a valid email address to be used by the County for communications for the ILA and shall update that address as needed. The County shall fulfill its obligations under the ILA providing Marysville with notice at the email address most recently provided to the County by Marysville for use in providing notices pursuant to the ILA.

13. Responsibilities:

a. SCDOIT Responsibilities:

- i. Provide Marysville's fiber vendor a termination point for a single pair of single mode fiber.
- ii. Provide Marysville two (2) units of rack space and UPS power in SCDOIT's Data Center for an ethernet switch.
- iii. Provide path for fiber or single mode fiber between termination point and Marysville's equipment.
- iv. Configure, maintain, provide warranty and repair all County-owned equipment and transports
- v. SCDOIT takes no ownership regarding the repair of Marysville-owned equipment.
- vi. IT Service Desk (425-388-3378) will serve as initial point of contact for suspected problems or to request Data Center access.
 1. In the event SCDOIT determines a request for assistance is outside the scope of this SWO, SCDOIT will work with the Marysville to develop and recommend approaches to meet Marysville requirements.
- vii. SCDOIT will provide escorted access to the Network Operations Center (NOC) between the hours of 8:00 am and 5:00 pm PST, Monday through Friday, excluding holidays. Access to Network Operations Center after hours or on Sundays will result in a minimum three (3) hour charge at one hundred dollars (\$100.00) per hour. An additional \$200.00 per-incident will be charged as a flat fee for each after-hours incident management/access and response in excess of 12 hours. Contact 425-388-3378 for access to the facility.
- viii. Upon completion of the 2020, 2022 and 2024 EagleView regional aerial imagery acquisition projects and receipt of imagery by County, County will provide Marysville with orthogonal imagery for Marysville's identified area of interest, which includes aerial imagery within the Marysville city limits and additional surrounding area. County will deliver Orthogonal imagery tiles via a hard drive or FTP. County will also provide to Marysville up to ten (10) EagleView CONNECTExplorer accounts based on staff names and emails provided by the City. In order to obtain the CONNECTExplorer accounts and the orthogonal imagery, Marysville shall execute an Authorized Subdivision Agreement with EagleView in substantially the same form as Appendix C to Exhibit A, and submit the Subdivision Agreement to the County for processing. County will assign and activate the CONNECTExplorer accounts for Marysville and provide orthogonal imagery upon receipt of a fully executed Authorized Subdivision Agreement between the City and EagleView.

b. Marysville Responsibilities:

- i. Provide fiber connectivity between Marysville and Snohomish County data facilities.
- ii. Provide Ethernet Switching equipment for two (2) units of rack space within County Data Center.
- iii. Provide maintenance of Ethernet Switching equipment.

- iv. Configure, maintain, provide warranty and repair of all Marysville owned equipment and transports.
- v. Provide to County a fully executed Subdivision Agreement between City of Marysville and EagleView.

14. Scheduled Maintenance: Each Saturday between 7:00 am and 12:00 pm and Wednesday between 5:30 pm and Midnight PST are Snohomish County's regularly scheduled maintenance windows. Regular maintenance is essential to overall network health. If maintenance that will disrupt contracted services is scheduled by Snohomish County, the County will notify Marysville two (2) business days prior to the scheduled action.

15. SWO Management: Unless otherwise indicated, all correspondence regarding this SWO should be directed to:

Marysville Primary Contact: Worth Norton, Information Services Manager
City of Marysville
1049 State Avenue
Marysville, WA 98270
360-363-8029

Marysville Primary Contact: Chien Chang, GIS Supervisor
GIS Support Services
City of Marysville
1049 State Avenue
Marysville, WA 98270
360-363-8247

SCDOIT Primary Contact: JD Braathen, Systems and Network Engineering
Supervisor
Snohomish County Dept. of Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201
(425) 388-7171

SCDOIT Primary Contact: Ed Whitford, GIS & Data Supervisor
GIS Support Services
Snohomish County
Department of Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201
(425) 262-2150

Signature Page Follows

By their signatures, County and City of Marysville hereby acknowledge and accept the terms and conditions of this SWO.

Approved

Approved

City of Marysville

Snohomish County

Signature

Snohomish County Executive

Print or Type Name

Print or Type Name

Title *Date*

Title *Date*

Appendix A to Exhibit A

SWO City of Marysville Services List and Summary of Annual Costs

SCDOIT will provide the following Services at the prepaid support rate identified below.

Note: Access during normal business hours will be covered under the Network Equipment Hosting service.

Network Services:

2020 Rates					
Services	Function and Identification	Activation Date	Charge Each	Monthly Charge	Annual charge
Network Equipment Hosting 2 Rack Unit Space. first 4 cross connects	Connectivity/ Equipment Hosting	01/01/2009		\$50.00	\$600.00
Administrative fees 5%				\$2.50	\$30.00
Totals:				\$52.50	\$630.00

Optional Support Services:

Services	Owner	Function and Identification	Qty	Date of Activation	LOC	Hourly Charge	Annual charge
Net Equipment Access Credit		After Hours Access to Equipment		1/1/2009	SCDIS	\$75	
Fixed Charges:							\$900.00

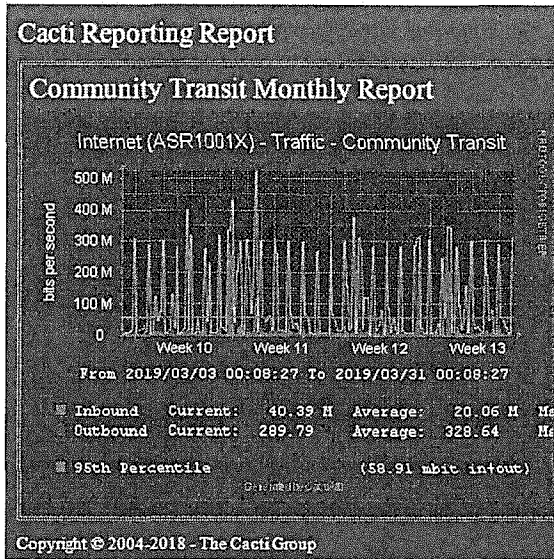
Services	Owner	Function and Identification	Qty	Date of Activation	LOC	Monthly Charge	Annual charge
Additional Cross Connects		Cross Connects	6	1/1/2009	SCDIS	\$25.00	\$300.00
Administrative fees 5%			1			\$1.25	\$15.00
Totals:							\$315.00

Internet usage to be reviewed quarterly and Marysville will be billed on the 95th percentile.

SCDOIT uses RRDtool to graphically represent the customer's bandwidth and billing operations data on a monthly recurring basis.

Bandwidth data is measured from the customer's activated network interface port on SCDOIT internet colocation, gateway switch, and recorded in a log file every 1 minute. At the end of each month, the samples are sorted from highest to lowest, and the top 5% of bandwidth utilization data is discarded. The next highest measurement (95th percent) becomes the billable utilization for the month.

These graphs will be made available upon customer request. See example chart below:



GIS Support Services:

Services	Function and Identification	Qty (sq. miles)	Rate	Product	Per acquisition charge	Annual charge
Imagery	Imagery Data	31	\$300/ sq.mile	3" AccuPlus	\$9,300.0	\$4,650.00
Administrative Fee 5%					\$465.00	\$232.50
				Totals:	\$9,765.00	\$4,882.50

Imagery Sharing – EagleView Regional Aerial Imagery

2020 Imagery Program Rates	
EagleView (Pictometry) Product	Square Mile Cost
3 Inch AccuPlus	\$300
9 Inch AccuPlus	\$60

Appendix B to Exhibit A
Authorized Subdivision User Agreement



Authorized Subdivision User Agreement

Authorized Subdivision Information:

Name: Chien Chang_____

Address: 80 Columbia Ave, Marysville, WA 98270

Email: cchang@marysvillewa.gov_____

Phone: 360-363-8247_____

Pictometry Licensed Projects: ConnectExplorer (Oblique)_____

This Pictometry Authorized Subdivision Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation, with offices at 25 Methodist hill Drive, Rochester, New York 14623 ("Pictometry") and the Authorized Subdivision identified above ("**Authorized Subdivision**")

Whereas, Pictometry and Snohomish County, WA (the "County") entered into an agreement dated 9/20/2019 (the "County Agreement") providing the County licensed access to and use of certain Pictometry products identified above ("Pictometry Licensed Products") and the County has requested that Pictometry authorize Authorized Subdivision to have access to and use of the Pictometry Licensed Products, pursuant to the County Agreement.

Now therefore, Pictometry and Authorized Subdivision hereby agree as follows:

1. This Agreement shall continue in effect until the earlier to occur of (a) expiration or termination of the County Agreement, (b) the County withdraws its authorization allowing Authorized Subdivision access to and use of the Pictometry Licensed Products (c) breach by the County of the County Agreement, or (d) breach of this Agreement by Authorized Subdivision;
2. Authorized Subdivision agrees to be bound by the terms and conditions set forth in the County Agreement, which is made part of this Agreement;
3. Authorized Subdivision is hereby authorized to access and use the Pictometry Licensed Products in accordance with the terms of this Agreement;
4. Pictometry shall have no obligations to provide the Pictometry Licensed Products to Authorized Subdivision;
5. Authorized Subdivision may not assign or otherwise transfer its rights or delegate its duties under this Agreement; and
6. All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid

certified or registered United States Mail. return receipt requested. Notice shall be deemed given when actually received or when delivered is refused.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Authorized Subdivision

Signature: _____

Name: _____

Title: _____

Date: _____

Pictometry International Corp.

Signature: _____

Name: _____


Title: _____

Date: _____

Index #3

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

CITY COUNCIL MEETING DATE: May 11th, 2020

AGENDA ITEM:	
Contract Award – 2020 Pavement Preservation Project	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton, Project Engineer	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Certified Bid Tab, Vicinity Map	
BUDGET CODE:	AMOUNT:
10200030.548000, TB001	\$1,282,170.70
SUMMARY:	

The 2020 Pavement Preservation project will include 6,050 Tons of HMA, a 2-inch asphalt overlay, pavement repair, planing bituminous pavement, sidewalk ramp replacement to meet ADA standards, utility adjustment, channelization, restoration and other miscellaneous work.

The project was advertised for an April 30, 2020 bid opening. The City received 8 bids as shown on the attached bid tabulation. The low bidder was Reece Construction at \$1,182,170.70. The engineer’s estimate is \$1,559,363.96. References have been checked and found to be satisfactory.

Contract Bid:	\$1,182,170.70
<u>Management Reserve:</u>	<u>\$100,000.00</u>
Total:	\$1,282,170.70

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the 2020 Pavement Preservation project contract with Reece Construction in the amount of \$1,182,170.70 and approve a management reserve of \$100,000.00 for a total allocation of \$1,282,170.70.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the 2020 Pavement Preservation project contract with Reece Construction in the amount of \$1,182,170.70, and approve a management reserve of \$100,000.00, for a total allocation of \$1,282,170.70.</p>



2020 Pavement Preservation Project Certified Bid Tab

4/30/2020

10200030.548000.TB001 2020 PAVEMENT PRESERVATION PROJECT

Apparent Low Bid

Schdule A				Engineer's Estimate		Central Paving		Reece Construction		Lakeside Industries		SRV Construction		
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1	MINOR CHANGES	FA	1.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
1-07.15	2	SPCC PLAN	LS	1.00	\$2,400.00	\$2,400.00	\$1,000.00	\$1,000.00	\$400.00	\$400.00	\$500.00	\$500.00	\$225.00	\$225.00
1-09.7	3	MOBILIZATION	LS	1.00	\$116,026.96	\$116,026.96	\$150,000.00	\$150,000.00	\$55,000.00	\$55,000.00	\$86,000.00	\$86,000.00	\$148,000.00	\$148,000.00
1-10.5	4	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1.00	\$185,000.00	\$185,000.00	\$150,000.00	\$150,000.00	\$99,000.00	\$99,000.00	\$170,000.00	\$170,000.00	\$120,500.00	\$120,500.00
2-02.5	5	SAWCUT	LF	1385.00	\$4.50	\$6,232.50	\$8.00	\$11,080.00	\$4.00	\$5,540.00	\$4.00	\$5,540.00	\$3.00	\$4,155.00
2-02.5	6	REMOVAL OF CURB AND GUTTER	LF	1075.00	\$35.00	\$37,625.00	\$18.70	\$20,102.50	\$14.50	\$15,587.50	\$22.50	\$24,187.50	\$10.00	\$10,750.00
2-02.5	7	REMOVAL OF SIDEWALK	SY	635.00	\$20.00	\$12,700.00	\$36.30	\$23,050.50	\$24.50	\$15,557.50	\$51.00	\$32,385.00	\$22.00	\$13,970.00
2-02.5	8	REMOVAL OF ASPHALT	SY	245.00	\$26.00	\$6,370.00	\$44.00	\$10,780.00	\$32.00	\$7,840.00	\$16.00	\$3,920.00	\$26.00	\$6,370.00
2-02.5	9	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1.00	\$4,000.00	\$4,000.00	\$935.00	\$935.00	\$2,625.00	\$2,625.00	\$975.00	\$975.00	\$1,700.00	\$1,700.00
2-03.5	10	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	CY	100.00	\$60.00	\$6,000.00	\$86.90	\$8,690.00	\$78.00	\$7,800.00	\$57.00	\$5,700.00	\$69.00	\$6,900.00
2-06.5	11	FORCE ACCOUNT - PREP. OF SUBBASE & SUBGRADE	FA	1.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
4-04.5	12	CRUSHED SURFACING TOP COURSE	TON	307.00	\$65.00	\$19,955.00	\$114.40	\$35,120.80	\$21.00	\$6,447.00	\$78.00	\$23,946.00	\$49.00	\$15,043.00
4-04.5	13	CRUSHED SURFACING BASE COURSE	TON	180.00	\$65.00	\$11,700.00	\$88.00	\$15,840.00	\$22.00	\$3,960.00	\$30.00	\$5,400.00	\$60.00	\$10,800.00
5-04.5	14	PAVEMENT REPAIR EXCAVATION INCL. HAUL	SY	2930.00	\$50.00	\$146,500.00	\$18.00	\$52,740.00	\$6.00	\$17,580.00	\$13.00	\$38,090.00	\$17.50	\$51,275.00
5-04.5	15	PLANING BITUMINOUS PAVEMENT	SY	32550.00	\$4.25	\$138,337.50	\$3.00	\$97,650.00	\$3.40	\$110,670.00	\$4.00	\$130,200.00	\$2.25	\$73,237.50
5-04.5	16	HMA CL. 1/2 IN PG 64-22	TON	6050.00	\$97.00	\$586,850.00	\$95.00	\$574,750.00	\$97.00	\$586,850.00	\$85.00	\$514,250.00	\$103.00	\$623,150.00
7-05.5	17	ADJUST MANHOLE	EACH	29.00	\$550.00	\$15,950.00	\$907.50	\$26,317.50	\$645.00	\$18,705.00	\$760.00	\$22,040.00	\$1,008.00	\$29,232.00
7-05.5	18	ADJUST WATER VALVE	EACH	42.00	\$400.00	\$16,800.00	\$660.00	\$27,720.00	\$240.00	\$10,080.00	\$760.00	\$31,920.00	\$820.00	\$34,440.00
8-02.5	19	PROPERTY RESTORATION	LS	1.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$5,100.00	\$5,100.00	\$7,100.00	\$7,100.00	\$10,700.00	\$10,700.00
8-04.5	20	CEMENT CONC. PEDESTRIAN CURB	LF	495.00	\$40.00	\$19,800.00	\$19.80	\$9,801.00	\$27.00	\$13,365.00	\$40.00	\$19,800.00	\$45.00	\$22,275.00
8-04.5	21	CEMENT CONC. TRAFFIC CURB AND GUTTER	LF	1075.00	\$38.00	\$40,850.00	\$25.30	\$27,197.50	\$29.00	\$31,175.00	\$31.00	\$33,325.00	\$36.50	\$39,237.50
8-07.5	22	PRECAST DUAL FACED MOUNTABLE CURB	LF	75.00	\$35.00	\$2,625.00	\$53.35	\$4,001.25	\$67.00	\$5,025.00	\$57.00	\$4,275.00	\$49.00	\$3,675.00
8-09.5	23	RAISED PAVEMENT MARKER TYPE 2	HUN	0.88	\$850.00	\$748.00	\$550.00	\$484.00	\$990.00	\$871.20	\$565.00	\$497.20	\$900.00	\$792.00
8-13.5	24	ADJUST MONUMENT CASE AND COVER	EACH	34.00	\$400.00	\$13,600.00	\$660.00	\$22,440.00	\$290.00	\$9,860.00	\$240.00	\$8,160.00	\$880.00	\$29,920.00
8-14.5	25	CEMENT CONC. SIDEWALK	SY	635.00	\$85.00	\$53,975.00	\$95.70	\$60,769.50	\$93.00	\$59,055.00	\$76.00	\$48,260.00	\$103.00	\$65,405.00
8-14.5	26	DETECTABLE WARNING SURFACE	SF	392.00	\$30.00	\$11,760.00	\$24.20	\$9,486.40	\$30.00	\$11,760.00	\$31.00	\$12,152.00	\$30.25	\$11,858.00
8-21.5	27	PERMANENT SIGNING	LS	1.00	\$1,000.00	\$1,000.00	\$440.00	\$440.00	\$2,100.00	\$2,100.00	\$3,000.00	\$3,000.00	\$1,250.00	\$1,250.00
8-22.5	28	PAINTED LINE	LF	26450.00	\$0.50	\$13,225.00	\$0.44	\$11,638.00	\$0.35	\$9,257.50	\$0.44	\$11,638.00	\$0.40	\$10,580.00
8-22.5	29	PAINTED WIDE LINE	LF	1400.00	\$0.75	\$1,050.00	\$0.44	\$616.00	\$1.00	\$1,400.00	\$0.44	\$616.00	\$0.90	\$1,260.00
8-22.5	30	PAINTED BICYCLE LANE SYMBOL	EACH	5.00	\$250.00	\$1,250.00	\$121.00	\$605.00	\$175.00	\$875.00	\$140.00	\$700.00	\$45.00	\$225.00
8-22.5	31	PLASTIC STOP LINE	LF	75.00	\$20.00	\$1,500.00	\$13.75	\$1,031.25	\$15.00	\$1,125.00	\$17.00	\$1,275.00	\$9.00	\$675.00
8-22.5	32	PLASTIC CROSSWALK	SF	96.00	\$14.00	\$1,344.00	\$11.55	\$1,108.80	\$10.00	\$960.00	\$17.00	\$1,632.00	\$9.00	\$864.00
8-22.5	33	PLASTIC TRAFFIC ARROW	EACH	1.00	\$190.00	\$190.00	\$385.00	\$385.00	\$200.00	\$200.00	\$500.00	\$500.00	\$90.00	\$90.00
8-32.5	34	PROJECT SIGN	EACH	8.00	\$500.00	\$4,000.00	\$495.00	\$3,960.00	\$800.00	\$6,400.00	\$350.00	\$2,800.00	\$475.00	\$3,800.00
						\$1,559,363.96		\$1,424,740.00		\$1,182,170.70		\$1,310,783.70		\$1,412,354.00





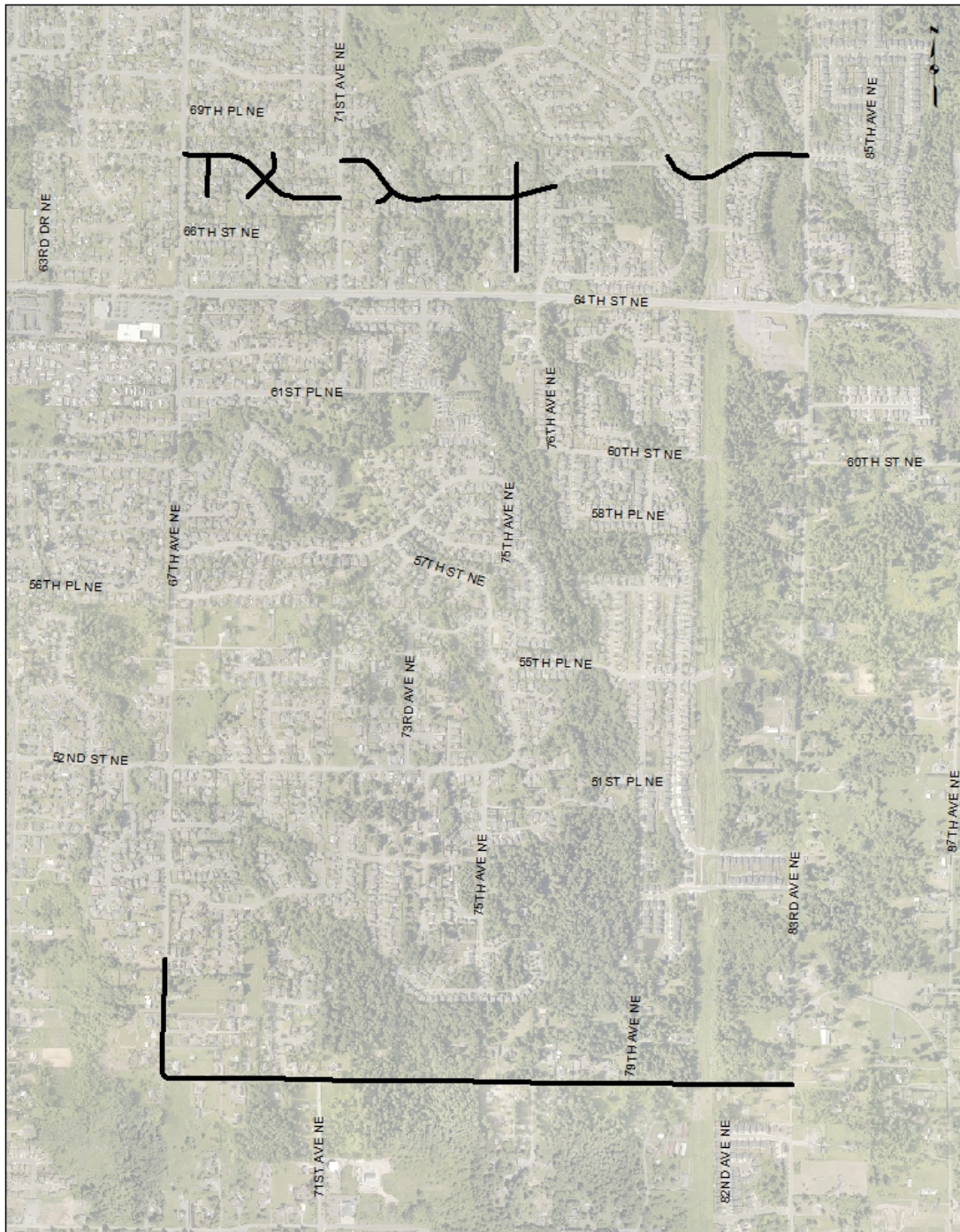
2020 Pavement Preservation Project Certified Bid Tab

4/30/2020

10200030.548000.TB001 2020 PAVEMENT PRESERVATION PROJECT

Schdule A						Engineer's Estimate		Granite Construction		Cadman Materials		JB Asphalt		Colacurcio Brothers	
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	
1-04.4	1	MINOR CHANGES	FA	1.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	
1-07.15	2	SPCC PLAN	LS	1.00	\$2,400.00	\$2,400.00	\$500.00	\$500.00	\$750.00	\$750.00	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	
1-09.7	3	MOBILIZATION	LS	1.00	\$116,026.96	\$116,026.96	\$63,000.00	\$63,000.00	\$127,000.00	\$127,000.00	\$115,000.00	\$115,000.00	\$135,000.00	\$135,000.00	
1-10.5	4	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1.00	\$185,000.00	\$185,000.00	\$216,500.00	\$216,500.00	\$120,600.00	\$120,600.00	\$90,000.00	\$90,000.00	\$99,000.00	\$99,000.00	
2-02.5	5	SAWCUT	LF	1385.00	\$4.50	\$6,232.50	\$1.00	\$1,385.00	\$3.56	\$4,930.60	\$4.00	\$5,540.00	\$7.50	\$10,387.50	
2-02.5	6	REMOVAL OF CURB AND GUTTER	LF	1075.00	\$35.00	\$37,625.00	\$7.00	\$7,525.00	\$13.44	\$14,448.00	\$10.00	\$10,750.00	\$5.50	\$5,912.50	
2-02.5	7	REMOVAL OF SIDEWALK	SY	635.00	\$20.00	\$12,700.00	\$47.00	\$29,845.00	\$44.80	\$28,448.00	\$25.00	\$15,875.00	\$14.00	\$8,890.00	
2-02.5	8	REMOVAL OF ASPHALT	SY	245.00	\$26.00	\$6,370.00	\$1.00	\$245.00	\$40.32	\$9,878.40	\$25.00	\$6,125.00	\$14.00	\$3,430.00	
2-02.5	9	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00	
2-03.5	10	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	CY	100.00	\$60.00	\$6,000.00	\$55.00	\$5,500.00	\$61.60	\$6,160.00	\$70.00	\$7,000.00	\$40.00	\$4,000.00	
2-06.5	11	FORCE ACCOUNT - PREP. OF SUBBASE & SUBGRADE	FA	1.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	
4-04.5	12	CRUSHED SURFACING TOP COURSE	TON	307.00	\$65.00	\$19,955.00	\$40.00	\$12,280.00	\$50.40	\$15,472.80	\$40.00	\$12,280.00	\$40.00	\$12,280.00	
4-04.5	13	CRUSHED SURFACING BASE COURSE	TON	180.00	\$65.00	\$11,700.00	\$41.00	\$7,380.00	\$50.40	\$9,072.00	\$40.00	\$7,200.00	\$40.00	\$7,200.00	
5-04.5	14	PAVEMENT REPAIR EXCAVATION INCL. HAUL	SY	2930.00	\$50.00	\$146,500.00	\$15.00	\$43,950.00	\$11.76	\$34,456.80	\$40.00	\$117,200.00	\$25.00	\$73,250.00	
5-04.5	15	PLANING BITUMINOUS PAVEMENT	SY	32550.00	\$4.25	\$138,337.50	\$3.00	\$97,650.00	\$2.80	\$91,140.00	\$3.00	\$97,650.00	\$4.00	\$130,200.00	
5-04.5	16	HMA CL. 1/2 IN PG 64-22	TON	6050.00	\$97.00	\$586,850.00	\$95.00	\$574,750.00	\$88.00	\$532,400.00	\$95.00	\$574,750.00	\$99.00	\$598,950.00	
7-05.5	17	ADJUST MANHOLE	EACH	29.00	\$550.00	\$15,950.00	\$558.00	\$16,182.00	\$924.00	\$26,796.00	\$250.00	\$7,250.00	\$700.00	\$20,300.00	
7-05.5	18	ADJUST WATER VALVE	EACH	42.00	\$400.00	\$16,800.00	\$419.00	\$17,598.00	\$672.00	\$28,224.00	\$250.00	\$10,500.00	\$700.00	\$29,400.00	
8-02.5	19	PROPERTY RESTORATION	LS	1.00	\$20,000.00	\$20,000.00	\$2,100.00	\$2,100.00	\$8,500.00	\$8,500.00	\$9,500.00	\$9,500.00	\$2,000.00	\$2,000.00	
8-04.5	20	CEMENT CONC. PEDESTRIAN CURB	LF	495.00	\$40.00	\$19,800.00	\$30.00	\$14,850.00	\$43.12	\$21,344.40	\$30.00	\$14,850.00	\$45.00	\$22,275.00	
8-04.5	21	CEMENT CONC. TRAFFIC CURB AND GUTTER	LF	1075.00	\$38.00	\$40,850.00	\$32.00	\$34,400.00	\$34.72	\$37,324.00	\$30.00	\$32,250.00	\$37.00	\$39,775.00	
8-07.5	22	PRECAST DUAL FACED MOUNTABLE CURB	LF	75.00	\$35.00	\$2,625.00	\$64.00	\$4,800.00	\$64.40	\$4,830.00	\$55.00	\$4,125.00	\$48.00	\$3,600.00	
8-09.5	23	RAISED PAVEMENT MARKER TYPE 2	HUN	0.88	\$850.00	\$748.00	\$950.00	\$836.00	\$952.00	\$837.76	\$950.00	\$836.00	\$875.00	\$770.00	
8-13.5	24	ADJUST MONUMENT CASE AND COVER	EACH	34.00	\$400.00	\$13,600.00	\$419.00	\$14,246.00	\$672.00	\$22,848.00	\$250.00	\$8,500.00	\$715.00	\$24,310.00	
8-14.5	25	CEMENT CONC. SIDEWALK	SY	635.00	\$85.00	\$53,975.00	\$128.00	\$81,280.00	\$96.88	\$61,518.80	\$110.00	\$69,850.00	\$90.00	\$57,150.00	
8-14.5	26	DETECTABLE WARNING SURFACE	SF	392.00	\$30.00	\$11,760.00	\$29.00	\$11,368.00	\$30.24	\$11,854.08	\$80.00	\$31,360.00	\$29.50	\$11,564.00	
8-21.5	27	PERMANENT SIGNING	LS	1.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$925.00	\$925.00	\$500.00	\$500.00	\$380.00	\$380.00	
8-22.5	28	PAINTED LINE	LF	26450.00	\$0.50	\$13,225.00	\$0.30	\$7,935.00	\$0.32	\$8,464.00	\$0.40	\$10,580.00	\$0.40	\$10,580.00	
8-22.5	29	PAINTED WIDE LINE	LF	1400.00	\$0.75	\$1,050.00	\$0.50	\$700.00	\$0.56	\$784.00	\$0.90	\$1,260.00	\$0.85	\$1,190.00	
8-22.5	30	PAINTED BICYCLE LANE SYMBOL	EACH	5.00	\$250.00	\$1,250.00	\$167.00	\$835.00	\$168.00	\$840.00	\$75.00	\$375.00	\$45.00	\$225.00	
8-22.5	31	PLASTIC STOP LINE	LF	75.00	\$20.00	\$1,500.00	\$14.00	\$1,050.00	\$14.00	\$1,050.00	\$10.00	\$750.00	\$9.00	\$675.00	
8-22.5	32	PLASTIC CROSSWALK	SF	96.00	\$14.00	\$1,344.00	\$10.00	\$960.00	\$9.80	\$940.80	\$10.00	\$960.00	\$9.00	\$864.00	
8-22.5	33	PLASTIC TRAFFIC ARROW	EACH	1.00	\$190.00	\$190.00	\$195.00	\$195.00	\$196.00	\$196.00	\$100.00	\$100.00	\$85.00	\$85.00	
8-32.5	34	PROJECT SIGN	EACH	8.00	\$500.00	\$4,000.00	\$340.00	\$2,720.00	\$25.00	\$200.00	\$550.00	\$4,400.00	\$400.00	\$3,200.00	
						\$1,559,363.96			\$1,336,065.00			\$1,294,033.44	\$1,335,316.00	\$1,379,843.00	





1 IN = 1,000 FT

2020 PAVEMENT PRESERVATION PROJECT - VICINITY MAP

Index #10

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

CITY COUNCIL MEETING DATE: May 11, 2020

AGENDA ITEM: Amending MMC 2.48.040 to clarify which city employees may receive a limited commission as code enforcement officer	
PREPARED BY: Jon Walker	DIRECTOR APPROVAL:
DEPARTMENT: Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
<p>SUMMARY: The municipal code currently limits the issuance of code enforcement officer limited commissions to department directors and supervisors and employees of the community development and public works departments. Since the code was last amended, the police department has assumed responsibilities for code enforcement. This amendment would authorize the police chief to issue a limited commission to any city employee designated by the chief administrative officer as a code enforcement officer.</p>	

<p>RECOMMENDED ACTION: The Council consider amending MMC 2.48.040 to clarify which city employees are eligible to receive a limited commission as a code enforcement officer.</p> <p>RECOMMENDED MOTION: I move to adopt Ordinance No. _____</p>
--

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING SECTION 2.48.040 OF THE MUNICIPAL CODE
RELATING TO LIMITED COMMISSIONS FOR CODE ENFORCEMENT
OFFICERS.**

WHEREAS, section 2.48.040(5) of the municipal code authorizes the chief of police to issue limited commissions to code enforcement officers; and

WHEREAS, the municipal code currently limits the issuance of code enforcement officer limited commissions to department directors and supervisors and employees of the community development and public works departments; and

WHEREAS, the police department has assumed responsibility for code enforcement; and

WHEREAS, the municipal code should authorize the chief of police to issue a limited commission to any city employee designated by the chief administrative officer as a code enforcement officer.

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

SECTION 1. Section 1.04.020 is amended as set forth in Exhibit A.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2020.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

2.48.040 Commissions.

The police chief is authorized to issue the following commissions of law enforcement authority:

(1) Full commissions shall be issued to all general authority police officers in the police department who are employed on a full-time, fully compensated basis.

(2) Limited commissions may be issued to animal control officers who are employed on a full-time, fully compensated basis. Said commissions shall authorize such officers to enforce animal control laws of the city and criminal laws relating to the authority of law enforcement officers (see Chapter [6.15](#) MMC).

(3) Limited commissions may be issued to custody officers authorizing them to enforce all criminal laws relevant to the safe and secure operation of the city jail and the control of prisoners. Said commissions shall be effective only during the hours that a custody officer is on duty for the city.

(4) Limited commissions may be issued by the chief of police to the police department administrative division manager and intelligence analysts who are employed on a full-time, fully compensated basis. Said commissions shall authorize such persons to assist in the investigation and analysis of crimes pursuant to all laws of the city and criminal laws relating to the authority of law enforcement officers. Said commissions shall not authorize such persons to carry firearms or to effectuate any arrest for any violation. The commission authorized under this section shall not vest any person with any police civil service or police pension rights under federal, Washington State law or under any ordinance or regulation.

(5) Limited Commission – Code Enforcement Officers. The chief of police may issue limited commissions as a code enforcement officers to ~~department heads or supervisors and~~ a city employees designated by the chief administrative officer ~~employed in the community development and public works departments~~ as a code enforcement officers. Such limited commission shall authorize such persons to initiate, issue and serve notice of civil infractions for violations of the Marysville Municipal Code ~~in those areas for which their department is directly responsible~~ and may be limited by the chief of police to specific titles, chapters, or sections of the municipal code. Said commissions shall not authorize such persons to carry firearms or effect any arrest for any violation. Said commission shall not vest any person with any police civil service or police pension rights under federal, Washington State law or under any ordinance or regulation.

(6) Reserve commissions may be issued to reserve officers as defined in MMC [2.48.070](#). Said commissions shall be equivalent to full commissions whenever a reserve officer is called into active service. Said commissions shall be effective only during the hours that a reserve officer is on duty for the city.

(7) Special commissions may be issued to law enforcement officers of other jurisdictions pursuant to Chapter [10.93](#) RCW.

Update
Index #11



May 11, 2020

Governor Inslee,

We thank you for your efforts to safeguard our state from the effects of the COVID-19 pandemic. Collectively, our citizens were understanding and compliant with your stay-at-home order. Many were concerned there was no clear plan for getting us out of the crisis, so we certainly appreciate that a plan was presented on May 1st.

Notwithstanding our appreciation of your phased plan, there is considerable disappointment and frustration by our citizens that there is so much time between phases. We encourage you to consider a more expedited phase-in of activities. The need to do so is dire in terms of the devastating and cascading economic damage that is being done to our community and to our small businesses in particular. Small businesses are the backbone of our state's economy and are what make each community unique. It is unfair to keep them closed while allowing big businesses to continue to operate.

We are concerned that your data-driven decision making seems to only focus on one side of the equation. The societal and economic ills resulting from your orders need to be factored into your decisions. The economic, social, and emotional impact to individuals, families, and businesses has been significant. It is simply not enough to talk of infection rates and testing without serious consideration of the lost jobs, bankrupted businesses, and the social and mental detriment that is following as a result.

Lastly, increasing numbers of our citizens are expressing concern over the intrusion of their rights and liberties. We very much appreciate the recent allowance for drive-in style church services, but many believe we can and should be able to do much more. Now more than ever, our churches are needed to provide hope and support to the many victims of this crisis in a way that the government simply cannot.

In light of this extreme crisis, we strongly encourage you to do the following:

1. Equally factor economic impacts in your data-driven decision making. Disclose the actual numerical measurements of the metrics you are watching. Currently, citizens have no idea what is considered "safe enough" to reopen. Without this clarity, you are exasperating them while asking them to surrender their freedoms and livelihoods.
2. Expedite and modify the time between phases in your plan to allow people to return to work and businesses to recover.
3. Recognize and show respect for citizens' liberties and rights, including the freedom of association, assembly, and religious observance. Churches and other private groups have a unique and vital role to play in these trying times and should not be hindered.

We recognize and acknowledge the weighty decisions you make are extremely difficult. We ask you to examine and consider all of the serious economic, mental, and social impacts these decisions have on all Washingtonians. Please listen to and have faith in the people of Washington to move forward and safely get back to work. The economic and overall health of our citizens, our cities, and our state depends on it.

Respectfully,

Marysville City Council

Councilmember Jeffrey Vaughan
 Councilmember Tom King
 Councilmember Mark James
 Councilmember Michael Stevens


Councilmember Kelly Richards
 Councilmember Stephen Muller
 Council President Kamilie Norton

Update
Index #12

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 05/11/2020

AGENDA ITEM:	
FY 2020 Formula Grant, Coronavirus Emergency Supplemental Funding Program	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Goldman	
DEPARTMENT:	
Police Department	
ATTACHMENTS:	
Yes, see the U.S. DOJ Solicitation	
BUDGET CODE:	AMOUNT:
	43,770
SUMMARY:	
<p>The DOJ has provided a formula grant that allows the Marysville Police Department to apply for grant funds to reimburse costs associated with the Coronavirus. These Emergency Funds will be used to reimburse the overtime and supply costs that have been incurred due to this health pandemic.</p>	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor or sign and execute receiving and accepting this FY 2020 Formula Grant for the Marysville Police Dept to use these funds for overtime and supply costs associated with the Coronavirus.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute receiving and accepting this FY 2020 Formula Grant for the Marysville Police Dept to use these funds for overtime and supply costs associated with the Coronavirus.



MARYSVILLE POLICE DEPARTMENT

“SERVICE WITH HONOR”



PROGRAM NARRATIVE: CFDA #16.034

The City of Marysville is the 2nd largest city in Snohomish county and 17th in the State of Washington. There are 20.94 miles of maintained roadway within the incorporated area of Marysville. Marysville has a population of 67,820. The Marysville Police Department currently has 102 employees. Within the Department there are 76 sworn officers, 15 custody officers, and 11 civilians.

Due to the Coronavirus pandemic, aka COVID-19, the City of Marysville and the Police Department are asking for reimbursement funds in the amount of \$43,770.00 to cover the overtime and supply costs incurred due to this worldwide pandemic.

We have experienced a dramatic increase in our overtime expenses due to the COVID-19 outbreak. Some of our employees were exposed to subjects that tested positive for COVID-19 or who displayed symptoms of the virus. These officers had to undergo medical testing and/or quarantine themselves until they were fit to return to duty. These vacated shifts required backfill with healthy officers working in an overtime capacity. We also possessed officers that were identified as having pre-existing health concerns or considered to be a part of the “high risk” category that prevented them from performing their assigned duties. These officers required sheltering in place at home which caused additional vacant shifts. Additional officers were deployed in these vacancies to maintain adequate staffing. Those shifts also required backfill incurring overtime expenses. These unforeseen overtime cost increases were outside budgeted funds.

The Marysville Police Department also had to purchase additional supplies such as gloves, masks, personal protection equipment, and disinfectant necessary to protect employees from being infected with the virus. This was an unforeseen additional burden on the supply portion of our department budget. As of 4/30/2020, these unanticipated supply costs exceeded \$3,000.00. We are asking for the Emergency Funds to reimburse the costs of these supplies.

The Marysville Police Department facility also houses the Marysville Detention Center. This jail typically houses 53 inmates and due to the pandemic, the number of inmates was appropriately reduced to the lowest number when possible. The Jail required systematic cleaning and disinfecting to maintain health standards outlined by the Health District to prevent the spread of the virus among employees and inmates. We are requesting the supply and equipment costs associated with the prevention of the virus in the Jail be reimbursed.

1635 Grove Street, Marysville, Washington 98270
360-363-8300



MARYSVILLE POLICE DEPARTMENT

"SERVICE WITH HONOR"



The City of Marysville have a reported 214 cases of COVID-19, thankfully 130 have recovered. The Marysville Police Department will use these Emergency Coronavirus funds to prevent, prepare and respond to the coronavirus throughout the remainder of 2020. These funds will supplement our current budget allowances.

1635 Grove Street, Marysville, Washington 98270
360-363-8300



MARYSVILLE POLICE DEPARTMENT

"SERVICE WITH HONOR"



BUDGET NARRATIVE: CFDA #16.034

The Marysville Police Department is currently staffed with 102 employees. Within the Department there are 76 sworn officers, 15 custody officers, and 11 civilians.

Due to the Coronavirus pandemic, aka COVID-19, the City of Marysville and the Police Department are asking for reimbursement funds in the amount of \$43,770 to cover the overtime and supply costs directly associated to this pandemic.

As of 4/30/2020, the Marysville Police Department accrued COVID-19 related overtime costs exceeding \$26,000.00. Some of our officers and employees were exposed to individuals that tested positive or were suspected to have the COVID-19 virus. These exposures required the employees to quarantine or isolate per Health Department guidelines. These employees were prevented from performing their regular work duties causing vacant shifts that required backfilling to insure adequate and safe staffing. Backfilling these staffing shortages required overtime funding. When the biennial City budget was solidified in summer of 2019 this pandemic was not present. Therefore the budgeted funds for overtime costs does not support the additional requirements required at this time.

The Marysville Police Department also had to purchase additional supplies such as gloves, masks, personal protection equipment, and disinfectant necessary to protect employees from being infected with the virus. This was an unforeseen additional burden on the supply portion of our department budget. As of 4/30/2020, these unanticipated supply costs have exceeded \$3,000.00. We are asking for the Emergency Funds to reimburse the costs of these supplies.

These funds will supplement the current budget allowances.

1635 Grove Street, Marysville, Washington 98270
360-363-8300

State	Jurisdiction Name	Government Type	Eligible Allocation
WA	AUBURN CITY	Municipal	\$106,566
WA	BELLEVUE CITY	Municipal	\$45,433
WA	BELLINGHAM CITY	Municipal	\$73,090
WA	BENTON COUNTY	County	\$58,008
WA	BREMERTON CITY	Municipal	\$65,084
WA	BURIEN CITY	Municipal	\$68,721
WA	CLALLAM COUNTY	County	\$58,008
WA	CLARK COUNTY	County	\$103,135
WA	COWLITZ COUNTY	County	\$58,008
WA	DES MOINES CITY	Municipal	\$37,430
WA	EVERETT CITY	Municipal	\$146,699
WA	FEDERAL WAY CITY	Municipal	\$132,455
WA	FRANKLIN COUNTY	County	\$58,008
WA	GRANT COUNTY	County	\$58,008
WA	KENNEWICK CITY	Municipal	\$57,183
WA	KENT CITY	Municipal	\$122,683
WA	KING COUNTY	County	\$118,210
WA	KITSAP COUNTY	County	\$115,717
WA	LACEY CITY	Municipal	\$36,076
WA	LAKEWOOD CITY	Municipal	\$134,430
WA	LONGVIEW CITY	Municipal	\$41,795
WA	LYNNWOOD CITY	Municipal	\$37,845
WA	MARYSVILLE CITY	Municipal	\$43,770
WA	MOSES LAKE CITY	Municipal	\$36,908
WA	OLYMPIA CITY	Municipal	\$68,828
WA	PASCO CITY	Municipal	\$48,346
WA	PIERCE COUNTY	County	\$371,476
WA	PORT ANGELES CITY	Municipal	\$33,167
WA	PUYALLUP CITY	Municipal	\$39,298
WA	RENTON CITY	Municipal	\$100,954
WA	SEATAC CITY	Municipal	\$47,617
WA	SEATTLE CITY	Municipal	\$1,336,920
WA	SNOHOMISH COUNTY	County	\$167,181
WA	SPOKANE CITY	Municipal	\$391,333
WA	SPOKANE COUNTY	County	\$57,912
WA	SPOKANE VALLEY CITY	Municipal	\$75,065
WA	TACOMA CITY	Municipal	\$565,270
WA	THURSTON COUNTY	County	\$79,640
WA	TUKWILA CITY	Municipal	\$49,489
WA	VANCOUVER CITY	Municipal	\$206,582
WA	WALLA WALLA CITY	Municipal	\$45,642
WA	WALLA WALLA COUNTY	County	\$58,008
WA	WHATCOM COUNTY	County	\$43,145
WA	YAKIMA CITY	Municipal	\$167,075
WA	YAKIMA COUNTY	County	\$38,467
	Local total		\$5,804,685

OMB No. 1121-0329
Approval Expires 11/30/2020

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation

CFDA #16.034

Solicitation Release Date: March 30, 2020

Application Deadline: 11:59 p.m. eastern time on May 29, 2020

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the Coronavirus Emergency Supplemental Funding Program.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

Eligibility

The following entities are eligible to apply:

- States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the Fiscal Year (FY) 2019 State and Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program are eligible to apply under the Coronavirus Emergency Supplemental Funding (CESF) Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

The eligible allocations for the FY 2020 CESF Program can be found at:
<https://bj.a.ojp.gov/program/fy20-cesf-allocations>.

For the purposes of the CESF Program, please note the following:

- The term “states” includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa. (Throughout this solicitation, each reference to a “state” or “states” includes all 56 jurisdictions.)

- The term “units of local government” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state, or a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.
- All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888-549-9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including federal holidays

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the NCJRS Response Center contact identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under “Experiencing Unforeseen GMS Technical Issues” in the **How to Apply (GMS)** section in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301-240-5830; or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

Post-Award Legal Requirements Notice

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Deadline details

Applicants must register in GMS at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 11:59 p.m. eastern time May 29, 2020.

For additional information, see the “How to Apply (GMS)” section in the [OJP Grant Application Resource Guide](#).

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Coronavirus Emergency Supplemental Funding Program Solicitation CFDA # 16.034

A. Program Description

Overview

The Coronavirus Emergency Supplemental Funding (CESF) Program will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.

Statutory Authority: The CESF Program is authorized by Division B of H.R. 748, Pub. L. No. 116-136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C.

Permissible uses of Funds

Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Expenditures which require prior approval – There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide; however, the following items should be identified during application and appropriately justified as noted:

- **Individual items costing \$500,000 or more** – if the recipient intends to purchase an individual item that costs \$500,000 or more, those item(s) should be identified and thoroughly justified by the grantee and receive written prior approval from BJA post-award through the submission and approval of a Grant Adjustment Notice (GAN). Costs must be reasonable to receive approval.
- **Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV)** – if the recipient requests to purchase an UAS, UA, and/or UAV, Federal Aviation Administration approval must be obtained as outlined here: https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=22615. Documentation related to these purchases should be included with the application or the applicant must receive written prior approval from BJA post-award through the submission and approval of a GAN.

Draw-down – Consistent with the CESF Program's purposes, which involve assistance in responding to the present national emergency in connection with the coronavirus, OJP has determined that eligible states (or State Administering Agencies) or units of local government may draw down funds either in advance or on a reimbursable basis. To draw down in advance, funds must be placed in an interest-bearing account, unless one of the exceptions

in 2 C.F.R. § 200.305(b)(8) apply. This interest-bearing account must be dedicated specifically for the CESF Program award, and funds from other awards or sources may not be commingled with the funds in the account established for the CESF Program award. It is not necessary that the interest-bearing account be a “trust fund.” For additional information, see [2 C.F.R. § 200.305](#).

Prohibition of supplanting – Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

Limitation on direct administrative costs – Funds may not be used for direct administrative costs that exceed 10 percent of the total award amount.

B. Federal Award Information

Maximum number of awards BJA expects to make	1,873
Period of performance start date	January 20, 2020
Period of performance duration	2 years

Recipients have the option to request a one-time, up to 12-month extension. The extension must be requested via GMS no fewer than 30 days prior to the end of the performance period.

The expected eligible allocations for the FY 2020 CESF Program can be found at: <https://bj.a.ojp.gov/program/fy20-cesf-allocations>.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Type of Award¹

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for additional information.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements² as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the OJP Grant Application Resource Guide.

¹ For purposes of this solicitation, the phrase “pass-through entity” includes any recipient or subrecipient that provides a subaward (“subgrant”) to carry out part of the funded award or program.

² The “Part 200 Uniform Requirements” means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

Cost Sharing or Match Requirement

The CESF Program does not require a match.

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Pre-agreement Costs \(also known as Pre-award Costs\)](#)

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

[Costs Associated with Language Assistance](#) (if applicable)

C. Eligibility Information

For eligibility information, see the title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

D. Application and Submission Information

What an Application Should Include

See the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the “Application Elements and Formatting Instructions” section of the OJP Grant Application Resource Guide by **not** incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not “[proceeding] to peer review”). The solicitation further expressly modifies the “Application Attachments” section of the OJP Grant Application Resource Guide by **not** incorporating the “Applicant Disclosure of Pending Applications,” “Applicant Disclosure and Justification – DOJ High Risk Grantees,” and “Research and Evaluation Independence and Integrity” provisions.)

1. Application for Federal Assistance (Standard Form (SF)-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

Intergovernmental Review: This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental_-Review-_SPOC_01_2018_OFFM.pdf. If the applicant’s state appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the state’s process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: “Program is subject to E.O. 12372, but has not been selected by the State for review.”)

2. Program Narrative

Describe the specific coronavirus prevention, preparation, and/or response efforts that will be addressed with this funding and include a summary of the types of projects or items that will be funded over the 2-year grant period.

3. Budget Information and Associated Documentation

Please note that the budget narrative should include a full description of all costs, including administrative costs or indirect costs (if applicable).

See the Budget Preparation and Submission Information section of the [OJP Grant Application Resource Guide](#) for details on the Budget Detail Worksheet, and on budget information and associated documentation, such as information on proposed subawards, proposed procurement contracts under awards, and pre-agreement costs.

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Information on proposed subawards” provision in the “Budget Preparation and Submission Information” section of the OJP Grant Application Resource Guide. Specifically, OJP is suspending the requirements for CESF grant recipients to receive prior approval (either at the time of award or through a Grant Adjustment Notice) before making subawards.

For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

Please see the OJP Grant Application Resource Guide for information on the following:

4. Indirect Cost Rate Agreement (if applicable)

See the Budget Preparation and Submission Information section of the OJP Grant Application Resource Guide for information.

5. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high risk status)

6. Disclosure of Lobbying Activities

How to Apply

An applicant must submit its application through [GMS](#), which provides support for the application, award, and management of awards at OJP. Find information, registration, and submission steps on how to apply in GMS in response to this solicitation under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

E. Application Review Information

Review Process

BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the

integrity and performance system accessible through the System for Award Management (SAM) (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Federal Award Notices](#)

[Administrative, National Policy, and Other Legal Requirements](#)

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

In addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

[Information Technology \(IT\) Security Clauses](#)

General Information about [Post-Federal Award Reporting Requirements](#)

Any recipient of an award under this solicitation will be required to submit the following reports and data:

Required reports. Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements.

OJP may restrict access to award funds if a recipient of an OJP award fails to report in a timely manner.

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see page 2 of this solicitation.

For contact information for GMS, see page 2.

H. Other Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Freedom of Information and Privacy Act \(5 U.S.C. 552 and 5 U.S.C. 552a\)](#)

[Provide Feedback to OJP](#)

Appendix A: Application Checklist

Coronavirus Emergency Supplemental Funding Program: FY 2020 Solicitation

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

To Register with GMS:

- For new users, acquire a GMS username and password* (see [OJP Grant Application Resource Guide](#))
- For existing users, check GMS username and password* to ensure account access (see [OJP Grant Application Resource Guide](#))
- Verify SAM registration in GMS (see [OJP Grant Application Resource Guide](#))
- Search for and select correct funding opportunity in GMS (see [OJP Grant Application Resource Guide](#))
- Register by selecting the “Apply Online” button associated with the funding opportunity title (see [OJP Grant Application Resource Guide](#))
- Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see [OJP Grant Application Resource Guide](#))

If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 2)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

Overview of Post-Award Legal Requirements:

- Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards](#)” in the [OJP Funding Resource Center](#).

Scope Requirement:

- The eligible allocations for the FY 2020 CESF Program can be found at:
<https://bj.a.ojp.gov/program/fy20-cesf-allocations>.

Eligibility Requirement:

States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the FY 2019 State and Local JAG Program will be eligible to apply under the CESF Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

What an Application Should Include:

- Application for Federal Assistance (SF-424) (see [OJP Grant Application Resource Guide](#))
- Intergovernmental Review (see page 6)
- Program Narrative (see page 7)
- Budget Detail Worksheet (see page 7)
- Budget Narrative (see page 7)
- Indirect Cost Rate Agreement (if applicable) (see page 7)
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))
- Disclosure of Lobbying Activities ([SF-LLL](#)) (see [OJP Grant Application Resource Guide](#))

Budget Summary											
<i>Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.</i>											
	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$4,770	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,770
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$39,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39,000
Total Direct Costs	\$43,770	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,770
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$43,770	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,770
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N											No

Update
Index #14

COMMERCIAL LEASE

THIS COMMERCIAL LEASE AGREEMENT (hereinafter "Lease Agreement"), is effective this _____ day of _____, 2020, by and between CITY OF MARYSVILLE (hereinafter the "Lessor") and MARYFEST (hereinafter the "Lessee") as follows:

WITNESSETH:

1. THE PREMISES.

The Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, three parcels situated in the City of Marysville, Snohomish County, Washington, described as follows:

PARCEL A:

West 33 feet of Lot 5 and the East 1/2 of Lot 6 in Block 9, D.A. Quinn's First Addition to Marysville, as per plat recorded in Volume 1 of Plats on page 69, records of Snohomish County.

PARCEL B:

Lot 3 in Block 9, D.A. Quinn's First Addition to Marysville, as per plat recorded in Volume 1 of Plats on page 69, records of Snohomish County.

PARCEL C:

Lot 4 and East 17 feet of Lot 5 in Block 9, D.A. Quinn's First Addition to Marysville, as per plat recorded in Volume 1 of Plats on page 69, records of Snohomish County.

Situate in the County of Snohomish, State of Washington.

Tax Parcel Number(s): 005511-009-005-00, 005511-009-003-00 and 005511-009-004-00

Commonly known as 1408 1st Street, Marysville, WA 98270

2. BUSINESS PURPOSE.

The Premises are to be used for the purpose of Maryfest offices, storing and maintaining the Maryfest parade float and related items and for no other business or purpose, without the written consent of Lessor.

3. TERM.

The term of the lease will begin on June 1, 2020, and continue for one year to May 31, 2021. Lessor may terminate the tenancy or modify the terms of the Agreement by giving the Lessee sixty (60) days' written notice. Lessee may terminate the tenancy by giving the Lessor thirty (30) days' written notice.

4. RENT.

A. Rental Amount. Throughout the entire term of this Lease and any extension or holdover thereof, Lessee covenants and agrees to pay Lessor as rental for said premises the sum of ONE THOUSAND AND NO/100THS DOLLARS (\$1,000.00) per month.

B. Payments. Rent payments shall be due on the first day of each calendar month in advance and shall be paid at:

Marysville City Finance Officer
 City of Marysville
 1049 State Avenue
 Marysville, WA 98270

Or at such other place as may be designated by Lessor.

C. Leasehold Excise Tax. Lessor will pay any leasehold excise tax.

D. Late Charge. In the event Lessee should fail to pay any installment of rent or any sum due hereunder within ten (10) days after the date it is due, Lessee shall pay Lessor a late charge of 5% of the delinquent payment, which late charge shall constitute additional rent due hereunder.

5. SECURITY DEPOSIT.

Prior to the commencement of this Lease, the Lessee shall deposit with the Lessor a security deposit in the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), as security for the performance of all of the obligations of the Lessee under this Lease (the "Security Deposit"). The Security Deposit shall not be assigned, transferred, pledged, hypothecated or otherwise encumbered by the Lessee. The Lessor shall not be obligated to pay any interest on the Security Deposit unless required by valid Law, and may commingle the Security Deposit with any other security deposits made by any other Lessees of Lessor.

In the event the Lessee fails to perform any of its obligations under this Lease at the time and in the manner provided for in this Lease, the Lessor may without notice, immediately apply all or part of the Security Deposit to compensate the Lessor for all or part of the damages incurred by the Lessor as a result of such default by the Lessee. In such event, the Lessee shall make such additional deposit of money as may be required to replenish the Security Deposit within ten (10) days after demand by the Lessor. Lessor may apply the security deposit to the payment of any sums owing to Lessor in connection with this Lease including, but not limited to, unpaid rent, Lessee damage to the Lease Premises, normal wear and tear resulting from ordinary use of the premises excepted, Lessor's attorney's fees and costs in enforcing this Lease, and payment of any judgment obtained by Lessor in connection with the enforcement of this Lease or the eviction of Lessee; provided that nothing herein shall be construed as requiring Lessor to apply the Security Deposit to payment of any such judgment. In the event the Lessee has fulfilled all of its obligations under this Lease, no later than 30 days after the termination date, the applicable balance of the Security Deposit shall be remitted to the Lessee.

In the event the Lessor sells or assigns its interest in this Lease, the Lessor shall automatically be released from all liability for the Security Deposit upon the delivery or assignment of the Security Deposit to the purchaser or assignee.

6. REPAIRS.

The Premises have been inspected and are accepted by Lessee in their present condition, and Lessee will at all times keep the Premises neat, clean and in a sanitary condition, and will replace any glass of all windows and doors as may become cracked or broken, and except for reasonable wear and tear and damage by fire or other unavoidable casualty, will at all times preserve the Premises in as good repair as they now are or may hereafter be put to. All repairs shall be at Lessee's sole cost and expense, except outside walls, roof and foundation.

7. UTILITIES.

The Lessee hereby covenants and agrees to pay all charges for heat, light, water and sewer, and for all other public utilities which shall be used in or charged against the Premises during the full term of this Lease.

8. INDEMNITY/HOLD HARMLESS.

E. Personal Property. All personal property on said leased Premises shall be at the risk of Lessee.

F. Lessor Not Liable. Lessor or Lessor's agents shall not be liable for any damage, either to person or property, sustained by Lessee or customers, caused by any defects now in said Premises or hereafter occurring therein, or due to the building in which the leased Premises are situated, or any part or appurtenance thereof, becoming in need of repair, or caused by fire or by bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of employees, co-Lessee or other occupants of said building, or any other persons, including Lessor or Lessor's agent, or due to the happening of any accident from whatsoever cause in and about said building. In addition and except for claims arising out of the Lessor's negligence, wrongful act or omission, or breach of this Lease, the Lessor shall not be liable for injury to the Lessee's business or assets or any loss of income therefrom or for damage to the Lessee's employees, invitees, customers, or any other person in or about the Premises.

G. Indemnity. The Lessee agrees to defend, indemnify and hold Lessor and Lessor's agents harmless from any and all claims for damages suffered or alleged to be suffered in or about the Premises by any person, firm or corporation.

H. Waiver of Immunity. The Lessor and Lessee each specifically and expressly waive any immunity that each may be granted under the Washington State Industrial Insurance Act, title 51RCW. Neither party's indemnity obligations under this Lease shall be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts.

I. Survival. The provisions of this Section 8 shall survive expiration or termination of this Lease.

9. CARE OF PREMISES.

The Lessor shall not be called upon to make any improvement or repair of any kind upon said Premises, and said Premises shall at all times be kept and used in accordance with the laws of the State of Washington, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officer of any pertinent and authorized public authority, at the sole cost and expense of said Lessee; and Lessee will permit no waste, damage or injury to the Premises, and at Lessee's own cost and expense, will keep all drainage pipes free and clear and open and will protect water, heating and other pipes so that they will not freeze or become clogged, and will repair all leaks, and will also repair all damages caused by acts or by reason of Lessee's failure to protect and keep free, open and unfrozen any of the pipes and plumbing on said Premises. Lessee shall be liable for the removal of rubbish, debris, ice, and snow from the sidewalks at front, rear, and sides of and about said Premises wherever Premises abut or have direct access to sidewalks or other public access.

10. USE.

The Lessee shall conduct and carry on in said Premises, continuously during each and every business day of the terms hereof, the business for which said Premises are leased, and shall not use the Premises for illegal purposes. The Lessee agrees that no stock of goods will be carried or anything done in or about the Premises which will increase the present rate of insurance, provided, however, if the Lessee shall engage in such business with the consent of the Lessor, which business shall increase insurance rates, Lessee shall pay such increase.

11. LIENS AND INSOLVENCY.

The Lessee shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lease, then the Lessor may cancel this Lease at Lessor's option.

12. ASSIGNMENT.

The Lessee shall not, without the written consent of the Lessor or Lessor's agents, let or sublet the whole or any part thereof, nor assign this Lease or any part thereof without the written consent of the Lessor, or Lessor's agents. In the event of any assignment so consented to, a minimum charge of 50% of one month's rent shall be made by Lessor for the services in transferring or assigning this Lease, and shall be paid by Lessee. This minimum charge shall have no effect on any commission agreement between the Lessee and any real estate broker. This Lease shall not be assignable by operation of law. If consent is once given by the Lessor to the assignment of this Lease, or any interest therein, Lessor shall not be barred from afterwards refusing to consent to any further assignment.

13. ACCESS.

The Lessee will allow Lessor or Lessor's agents free access at all reasonable times to the Premises for the purpose of inspection or of making repairs, additions or alterations to the Premises or any property owned by or under the control of Lessor, but this right shall not be

construed as an agreement on the part of the Lessor to make any repairs, all of such repairs to be made by the Lessee as aforesaid. Lessee agrees that at the expiration or sooner termination of this Lease, Lessee will quit and surrender the said Premises without notice, and in a neat and clean condition, and shall deliver up all keys belonging to said Premises to the Lessor or Lessor's agents. The Lessor shall have the right to place and maintain "For Rent" signs in a conspicuous place on said Premises 60 days prior to the expiration of this Lease. Lessor shall have the right to show the interior of the Premises to interested parties 90 days prior to the expiration of this Lease.

14. POSSESSION.

In the event of the inability of Lessor to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the term of this Lease, neither Lessor nor Lessor's agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended; but in such event, Lessee shall not be liable for any rent until such time as Lessor can deliver possession. If the Lessor shall deliver possession of the Premises to the Lessee prior to the commencement of this Lease, Lessee agrees to accept same at such time and both Lessor and Lessee agree to be bound by all of the provisions and obligations hereunder during such prior period.

15. FIRE AND OTHER CASUALTY.

A. Fire. In the event the Premises are destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same unusable in whole or in a substantial part thereof, it shall be optional with the Lessor to rebuild or repair the same; and after the happening of any such contingency, the Lessee shall give Lessor or Lessor's agents immediate written notice thereof. Lessor shall have not more than 90 days after date of such notification to notify the Lessee in writing of Lessor's intentions to rebuild or repair said Premises, or the part so damaged as aforesaid, and if Lessor elects to rebuild or repair said Premises, Lessor shall prosecute the work of such rebuilding or repairing without unnecessary delay, and during such period the rent of said Premises shall be abated in the same ratio that that portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole of the leased Premises. If the Lessor shall fail to give the notice aforesaid, Lessee shall have the right to declare this Lease terminated by written notice served upon the Lessor or Lessor's agents.

B. Condemnation. If the Premises are made unusable by eminent domain, or conveyed under a threat of condemnation, this Lease shall automatically terminate as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises and all Rents and other payments shall be paid to that date. In case of taking of a part of the Premises that does not render the Premises unusable, then this Lease shall continue in full force and effect and the base monthly rent shall be equitably reduced based on the proportion by which the floor area of any structures is reduced, such reduction in Rent to be effective as of the earlier of the date the condemning authority first has possession of such portion of title vests in the condemning authority. The Lessor shall be entitled to the entire award from the condemning authority attributable to the value of the Premises and the Lessee shall make no claim for the value of its leasehold. The Lessee shall be permitted to make a separate

claim against the condemning authority for moving expenses or damages resulting from interruption in its business, provided that in no event shall the Lessee's claim reduce the Lessor's award.

16. NOTICES.

Any notice required to be served in accordance with the terms of this Lease shall be sent by registered mail, the notice from the Lessee to be sent to: 1049 State Avenue, Marysville, WA 98270, or address later provided to the Lessee, and the notice from the Lessor and Personal Guarantor to be sent at the leased Premises.

17. GOVERNMENTAL FEES.

All fees due the City, County or State on account of any inspection made on said Premises by any officer thereof shall be paid by Lessee.

18. SIGNS.

All signs or symbols placed in the windows or doors or elsewhere about the Premises, or upon any exterior part of the building, by the Lessee shall be subject to the approval of the Lessor. In the event Lessee shall place signs or symbols on the exterior of said building, or in the windows or doors or elsewhere where they are visible from the street, that are not satisfactory to the Lessor, the Lessor may immediately demand the removal of such signs or symbols, and the refusal of the Lessee to comply with such demand within a period of 24 hours will constitute a breach of this Lease, and entitle the Lessor to immediately recover possession of said Premises in the manner provided by law. Any signs so placed on the Premises shall be so placed upon the understanding and agreement that Lessee will remove same at the termination of the tenancy herein created and repair any damage or injury to the Premises caused thereby, and if not so removed by Lessee then Lessor may have same removed at Lessee's expense.

19. ALTERATIONS.

The Lessee shall not make any alterations, additions or improvements in said Premises, without the consent of Lessor in writing first had and obtained, and all alterations, additions and improvements which shall be made, shall be at the sole cost and expense of lessee, and shall become the property of the Lessor, and shall remain in and be surrendered with the Premises as a part thereof at the termination of this Lease, without disturbance, molestation or injury. If the Lessee shall perform work with the consent of the Lessor, as aforesaid, lessee agrees to comply with all laws, ordinances, rules and regulations of the pertinent and authorized public authorities. The Lessee further agrees to save the Lessor free and harmless from damage, loss or expense arising out of the said work.

20. DEFAULT AND RE-ENTRY.

If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default in any of the covenants and agreements herein contained, then the Lessor may cancel this Lease upon giving notice required by law, and re-enter said Premises, but notwithstanding such re-entry by the Lessor, the liability of the Lessee for the rent provided for herein shall not be extinguished for the balance of the terms of this Lease, and Lessee covenants and agrees to make good to the Lessor any deficiency

arising from a re-entry and re-letting of the Premises at a lesser rental than herein agreed to. The Lessee shall pay such deficiency each month as the amount thereof is ascertained by the Lessor.

21. COSTS AND ATTORNEY'S FEES.

If by reason of any default on the part of the Lessee it becomes necessary for the Lessor to employ an attorney or in case Lessor shall bring suit, to recover any rent due hereunder, or for breach of any provision of this Lease or to recover possession of the leased Premises, or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this Lease and Lessor shall prevail in such action, then and in any of such events Lessee shall pay Lessor a reasonable attorney's fee and all costs and expenses expended or incurred by the Lessor in connection with such default or action.

22. NON-WAIVER OF BREACH.

The failure of the Lessor to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

23. REMOVAL OF PROPERTY.

In the event of any entry in, or taking possession of, the leased Premises as aforesaid, the Lessor shall have the right, but not the obligation to remove from the leased Premises all personal property located therein, and may store the same in any place selected by the Lessor, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Lessee, after it has been stored for a period of Thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to Lessor under any of the terms hereof, the balance, if any, to be paid to Lessee.

24. HEIRS AND SUCCESSORS.

Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

25. HOLD-OVER.

If the Lessee shall, with the written consent of Lessor, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the Laws of the State of Washington. During such tenancy Lessee agrees to pay to the Lessor the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all of the terms, covenants, and conditions as herein specified, so far as applicable.

26. COMMISSION.

There are no commissions due.

27. INSURANCE.

A. Liability Insurance. During the Lease term, the Lessee shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name the Lessor and Lessor's lender(s) as an additional insured, and shall insure the Lessee's activities and those of the Lessee's employees, officers, contractors, licensees, agents, servants, guests, invitees or visitors with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than \$2,000,000.00, and a deductible of not more than \$5,000.00. The Lessee's insurance will be primary and noncontributory with any liability insurance carried by the Lessor.

B. Property Insurance. During the Lease term, the Lessee shall pay for and maintain special form cause of loss coverage property insurance (with coverage for earthquake and, if the Premises are in a flood plain, flood damage) for the Premises in the amount of their full replacement value, with a deductible of not more than \$5,000.00. The property insurance policy shall name the Lessee as the insured and the Lessor and the Lessor's lender(s) as additional insureds, with loss payable to the Lessor, the Lessor's lender(s), and the Lessee as their interests may appear.

C. Miscellaneous. Insurance required under this Section shall be with companies rated A-V or better in Best's Insurance Guide, and which are authorized to transact business in the State of Washington. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after thirty (30) days prior written notice to the Lessor. The Lessee shall deliver to the Lessor upon commencement of the Lease and from time to time thereafter, copies of the insurance policies or evidence of insurance and copies of endorsements required by this Section. In no event shall the limit of such policies be considered as limiting the liability of the Lessee under this Lease. If the Lessee fails to acquire or maintain any insurance or provide any policy or evidence of insurance required by this Section, the Lessor may, but shall not be required to, obtain such insurance for the Lessor's benefit and the Lessee shall reimburse the Lessor for the costs of such insurance upon demand. Such amounts shall be additional rent payable by the Lessee hereunder and in the event of non-payment thereof, the Lessor shall have the same rights and remedies with respect to such non-payment as it has with respect to any other non-payment of rent hereunder.

D. Waiver of Subrogation. The Lessor and Lessee hereby release each other and any other Lessee, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by insurance required to be carried or otherwise carried by each of them. Each party shall provide notice to the insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such policies or to the extent of liabilities exceeding the limits of such policies.

28. HAZARDOUS WASTE.

The Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises by the Lessee, its agents, employees, contractors or invitees, except in strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If the Lessee breaches the obligations stated in the preceding sentence, then the Lessee shall indemnify, defend and hold the Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, or elsewhere, damages arising from any adverse impact on marketing of space at the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by the Lessor either during or after the Lease term. These indemnifications by the Lessee include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. The Lessee shall immediately notify the Lessor or any inquiry, investigation or notice that the Lessee may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises by the Lessee, its agents, employees, contractors or invitees, results in any unlawful release of Hazardous Material on the Premises or any other property, the Lessee shall promptly take all actions, at its sole expense, as are necessary to return the Premises or any other property, to the condition existing prior to the release of any such Hazardous Material; provided that the Lessor's approval of such actions shall first be obtained, which approval may be withheld at Lessor's sole discretion.

As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government due to its potential harm to the health, safety or welfare of humans or the environment. The provisions of this Section shall survive expiration or termination of this Lease.

29. TRANSFER OF LESSOR'S INTEREST.

This Lease shall be assignable by the Lessor without the consent of the Lessee. In the event of any transfer or transfers of the Lessor's interest in the Premises, other than a transfer for security purposes only, upon the assumption of this Lease by the transferee, the Lessor shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, except for any retained security deposit or prepaid rent, and the Lessee shall attorn to the transferee.

30. ENTIRE AGREEMENT.

This Lease contains all of the covenants and agreements between the Lessor and Lessee relating to the Premises. No prior or contemporaneous agreements or understanding pertaining to

the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by the Lessor and Lessee.

31. SEVERABILITY.

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

32. FORCE MAJEURE.

Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

33. GOVERNING LAW.

This Lease shall be governed by and construed in accordance with the laws of the State of Washington.

34. MEMORANDUM OF LEASE.

The Lessor may at its sole option, record a Memorandum of Lease in recordable form that identifies the Lessor and Lessee, the commencement and expiration dates of the Lease, and the legal description of the Premises.

35. AUTHORITY OF PARTIES.

Each party signing this Lease represents and warrants to the other that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery this Lease shall be binding upon and enforceable against the party on signing.

IN WITNESS WHEREOF the parties hereto have executed this Lease the day and year first above written.

LESSOR:

CITY OF MARYSVILLE

JON NEHRING, Mayor

LESSEE:

MARYFEST

Alice VanBeek
Its: President