



**CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 11, 2024 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

<https://us06web.zoom.us/j/86246307568>

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

- A. Mayor's Volunteer of the Month
[2024 Volunteer of the Month J Busch.pdf](#)

Public Comment

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

- 1. February 22, 2024 City Council Special Work Session Minutes *
[CCMinutes_022224.docx](#)
- 2. February 26, 2024 City Council Meeting Minutes *
[CC 02262024.pdf](#)

Consent

- 3. February 23, 2024 Payroll in the amount of \$1,928,730.64 Paid by EFT Transactions

and Check Numbers 35179 through 35195

4. February 28, 2024 Claims in the Amount of \$852,704.04 Paid by EFT Transactions and Check Numbers 168313 through 168437
[022824.rtf](#)
5. March 06, 2024 Claims in the Amount of \$650,223.84 Paid by EFT Transactions and Check Numbers 168438 through 168547 with Check Number 167638 Voided*
[030624.rtf](#)
6. March 08, 2024 Payroll in the Amount of \$1,997,698.48 Paid by EFT Transactions and Check Numbers 35196 through 35212*
7. Facility of Opportunity MOU - Generations Community Church
Recommended Motion: I move to authorize the Mayor to sign and execute the Facility of Opportunity Memorandum of Understanding with Generations Community Church.
[Facility of Opportunity MOU_Generations Community Church_signed.pdf](#)
8. Facility of Opportunity MOU - The Grove Church
Recommended Motion: I move to authorize the Mayor to sign and execute the Facility of Opportunity Memorandum of Understanding with The Grove Church.
[Facility of Opportunity MOU_Grove Church_signed.pdf](#)
9. Facility of Opportunity MOU - Marysville WA Foursquare Church
Recommended Motion: I move to authorize the Mayor to sign and execute the Facility of Opportunity Memorandum of Understanding with Marysville WA Foursquare Church.
[Facility of Opportunity MOU_Marysville Foursquare Church_signed.pdf](#)
10. Marysville Human Services Grant
Recommended Motion: I move to approve the Marysville Human Services Grant.
[Funding_Recommendation.pdf](#)
11. Professional Services Agreement with Transpo Group USA, Inc. for the design of the 67th Ave NE & 52nd St NE Intersection Improvements
Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Transpo Group USA, Inc. for design of the 67th Ave NE & 52nd St NE Intersection Improvements.
[Contract - 67th Ave NE & 52nd St NE Intersection Improvements.pdf](#)
12. First Responder Flex Fund Grant Fund Acceptance
Recommended Motion: I move to authorize the Mayor to sign and execute the First Responder Flex Fund grant for 2024.
[First_Responder_Flex-Funds_2024.pdf](#)
13. City of Marysville Utility Easement for VP/MS, LLC.
Recommended Motion: I move to authorize the Mayor to sign and execute the City of Marysville Non-Exclusive Ingress/Egress and Utility Easement with VP/MS, LLC.
[Kendall Subaru Utility Easement.pdf](#)

[Map Kendall Subaru Easement.pdf](#)

14. FBI Lease Renewal for Marysville Tanks RF Site
Recommended Motion: I move to authorize the Mayor to sign and execute the Communications Site Sublease/License with the US Department of Justice / Federal Bureau of Investigations.
[USDOJ Communications Site Sublease 2-16-24.pdf](#)
[1216 - US Department of Justice - Agreement - Communication Site Sublease.pdf](#)
15. Lease Agreement for caretaker at Deering Wildflower Acres.
Recommended Motion: I move to authorize the Mayor to sign this lease agreement for the caretaker at Deering Wildflower Acres.
[Lease Agreement - Joe Hansen.pdf](#)
16. Purchase and Sale Agreement with the Estate of Gregory Payne to acquire property necessary for State Avenue Widening
Recommended Motion: I move to authorize the mayor to sign and execute the purchase and sale agreement with Washington Trust Bank as Executor to the Estate of R. Gregory Payne in the amount of \$850,000.00.
[Purchase and Sale Agreement_Payne 1.17.2024.pdf](#)

Review Bids

Public Hearings

New Business

17. A **Resolution** to adopt the 2023-2028 City of Marysville Comprehensive Emergency Management Plan
Recommended Motion: I move to adopt Resolution No. _____.
[2023-2028 CEMP Resolution_updated.pdf](#)
18. Memorandum of Understanding Between the Teamsters Local 763 and the City of Marysville. *
Recommended Motion: I move to authorize the Mayor to sign and execute the Memorandum of Understanding with Teamsters Local 763.
[City of Marysville CDL_Training_MOU_FINAL.pdf](#)
19. Second Amendment to Lease Agreement with Option to Purchase with the Boys and Girls Club of Snohomish County *
Recommended Motion: I move to authorize the Mayor to sign and execute the Second Amendment to Lease Agreement with Option to Purchase with the Boys and Girls Club of Snohomish County.
[Boys and Girls Club SECOND AMENDMENT TO LEASE AGREEMENT WITH OPTION TO PURCHASE.docx](#)
[0431 - Boys and Girls Club of Snohomish County - Agreement Amended - Lease Agreement with Option to Purchase.pdf](#)
[0431 - Boys and Girls Club of Snohomish County - Agreement - Lease Agreement with Option to Purchase.pdf](#)

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Reconvene

Adjournment

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

*** These items have been added or revised from the materials previously distributed in the packets for the March 4, 2024 Work Session.**



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 11, 2024

SUBMITTED BY: Executive Services Coordinator Sarah Calvin, Executive

ITEM TYPE: Presentation

AGENDA SECTION: **Presentations**

SUBJECT: Mayor's Volunteer of the Month

SUGGESTED ACTION:

SUMMARY: 10-Year Youth Basketball League volunteer coach - Jason Busch

ATTACHMENTS:
[2024 Volunteer of the Month J Busch.pdf](#)

VOLUNTEER OF THE MONTH

AWARD



MARYSVILLE

PROUDLY PRESENTED TO

Jason Busch

*for your exemplary and inspiring commitment to our community.
Your service, enthusiasm and dedication to our city are greatly appreciated.*

PRESENTED ON MARCH 11, 2024

Mayor Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 11, 2024

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: February 22, 2024 City Council Special Work Session Minutes '

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[CCMinutes_022224.docx](#)



Marysville City Council Special Work Session

February 22, 2024
Marysville Opera House

Call to Order

Mayor Nehring called the special meeting to order at 9:05 a.m.

Present:

Mayor: Jon Nerhing

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

2025-2026 Biennial Budget – Preliminary Review

Finance Director Jennifer Ferrer-Santa Ines provided a presentation of the financial forecasts through future years. Councilmembers reviewed the information and asked questions about revenue and expenditure assumptions.

Departments provided a summary of their priorities and also provided information regarding budgetary needs.

House Bill 1105 Update

Community Development Director Haylie Miller presented an update on HB 1105 and potential impacts or concerns for the City. She also provided information regarding legislation the State is considering relating to parking regulations.

Lunch Break from 12:00 to 12:45 p.m.

Waterfront Artwork

Parks, Culture and Recreation Director Tara Mizell provided a presentation on potential replacement of the missing sculpture at Ebey Waterfront park. Council discussed options for selecting the replacement art.

Council toured the new Police Evidence Building at 10118 Smokey Point Blvd.

Executive Session

Executive session commenced at 2:40 p.m on the following subjects:

Personnel – Performance of a Public Employee

Potential litigation relating to eminent domain actions.

Real Estate Negotiations: two matters:

(a) One matter involving the sale of a city property.

(b) One matter involving the exchange of a city property for an alternative property.

Executive session concluded at 4:04 p.m. No action taken on any of the above-described items.

General discussion ensued on city business.

Adjournment

The meeting was adjourned at 4:40 p.m.

Approved this _____ day of _____, 2024



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 11, 2024

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: February 26, 2024 City Council Meeting Minutes*

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 02262024.pdf](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Regular Meeting
February 26, 2024**

Call to Order

Mayor Nehring called the meeting to order at 7:00 p.m.

Invocation

Pastor Dan Hazen gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Councilmember Peter Condyles, Councilmember Mark James,
Councilmember Tom King, Councilmember Kelly Richards

Staff: CAO Gloria Hirashima, Parks Director Tara Mizell, Community Development
Director Haylie Miller, Police Chief Erik Scairpon, Deputy City Attorney Burton
Eggertsen, Public Works Director Jeff Laycock, Network Systems
Administrator Chris Brown, Courts Administrator Suzanne Elsner,
Communications Manager Connie Mennie, Communications Specialist
Bridgette Larsen, Judge Fred Gillings, Judge Towers (online)

Excused: Councilmember Steve Muller, Council President Michael Stevens,
Councilmember Kamille Norton

Motion to excuse the absence of Councilmembers Stevens, Muller and Norton who
were at a fire conference moved by Councilmember Condyles seconded by
Councilmember James.

VOTE: Motion carried 6 - 0

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Richards seconded by Councilmember King.

VOTE: Motion carried 6 - 0

Presentations

A. Community Development Department - Project Update Presentation

Director Miller made a PowerPoint presentation update of projects around the city.

Councilmember King asked what is happening with the property at 128th Street and State Avenue which has been fenced in for the last several years. Director Miller said it is slated for industrial development but there were some issues with trespassing in the meantime.

Councilmember Richards asked Director Miller to send this presentation to all councilmembers.

B. Swearing-in of Police Sergeant Brad Smith

Oath Police Sgt Brad Smith.docx

Mayor Nehring swore in Police Sergeant Brad Smith.

C. Swearing-in of Police Officer Jay Brar

Oath Police Officer Jay Brar.docx

Mayor Nehring swore in Police Officer Jay Brar.

Public Comment

Annie Fitzgerald, 7218 47th Avenue NE, Apt 4, Marysville, WA 98276, stated that she was offended by the prayer at the meeting. She referred to ADA standards and expressed concern about handicapped ramps in the city. She stated an issue she had with a ramp at the intersection at 3rd Street and Columbia Avenue. She asked several questions about the ramps in the city. Director Laycock responded and discussed the ADA transition plan and how the City is addressing requirements. He offered to also meet privately with her to discuss her concerns.

Approval of Minutes

1. February 5, 2024 City Council Work Session Minutes

WS 02052024.docx

Motion to approve the February 5, 2024 City Council Work Session Minutes moved by Councilmember King seconded by Councilmember Richards.

VOTE: Motion carried 6 - 0

2. February 12, 2024 City Council Meeting Minutes

CC 02122024.docx

Motion to approve the February 12, 2024 City Council Meeting Minutes moved by Councilmember James seconded by Councilmember Condyles.

VOTE: Motion carried 6 – 0

Consent

3. February 09, 2024 Payroll in the Amount of \$2,081,005.50 Paid by EFT Transactions and Check Numbers 35157 through 35177
4. February 14, 2024 Claims in the Amount of \$909,845.88 Paid by EFT Transactions and Check Numbers 168024 through 168194 with Check Numbers 164330, 166254 and 167570 Voided

021424.rtf

5. February 21, 2024 Claims in the Amount of \$1,216,227.88 Paid by EFT Transactions and Check Numbers 168195 through 168312 with Check Number 167340 Voided

022124.rtf

Motion to approve consent agenda items 3, 4, and 5 moved by Councilmember Condyles seconded by Councilmember Richards.

VOTE: Motion carried 6 - 0

Review Bids

Public Hearings

New Business

6. Hotel-Motel Tax Fund Agreement for the 2024 Marysville 5K Run

Hotel-Motel 2024 Professional Services Agreement - City of Marysville - updated 2.20b.pdf

CAO Hirashima reviewed this item related to the Hotel Motel Fund grant.

Motion to authorize the Mayor to sign and execute the Hotel-Motel Tax Fund Agreement to receive a \$5,000 reimbursement for the 2024 Marysville 5K Run moved by Councilmember Richards seconded by Councilmember King.

VOTE: Motion carried 6 - 0

7. [Interagency Agreement with Washington State Department of Commerce for the Law Enforcement Vehicle Pursuit Technology Grant Program](#)

[Grant Contract.pdf](#)

Chief Scairpon and Officer Roberts reviewed this item. The Mayor and Council expressed appreciation to Officer Roberts for his work on this.

Councilmember James asked about any potential legal issues with using this. Deputy Director Eggertsen said he would review it, but he didn't think there would be any problem. Officer Roberts added that other jurisdictions have been using it with no problems. The ACLU has also said that as long as it is used as intended they don't see any issues with it.

Council requested a follow up on this program to see how it is going. Officer Roberts agreed and said they would be actively tracking this.

Motion to authorize the Mayor to sign and execute the Interagency Agreement with Washington State Department of Commerce for the Law Enforcement Vehicle Pursuit Technology Grant Program moved by Councilmember King seconded by Councilmember Condyles.

VOTE: Motion carried 6 - 0

8. [Clean Water Strategic Energy Management Funding Agreement No. 2 with Snohomish County PUD No. 1](#)

[Snohomish_PUD_CW2254230_Clean_Water_SEM_No._2.pdf](#)

Director Laycock reviewed this item which will have no cost to the City.

Motion to authorize the Mayor to sign and execute the Clean Water Strategic Energy Management Funding Agreement No 2 moved by Councilmember Richards seconded by Councilmember King.

VOTE: Motion carried 6 - 0

9. [Professional Services Agreement Between City of Marysville and Bridgeways](#)

[Bridgeways - Ratification.docx](#)

Judge Gillings reviewed this item.

Motion to authorize the Mayor to sign and execute the Professional Services Agreement between the City of Marysville and Bridgeways moved by Councilmember Condyles seconded by Councilmember James.

AYES: ALL

Legal

Mayor's Business

Mayor Nehring:

- He attended the Snohomish County 911 Awards Dinner Friday night and was able to present a team award to the group that is doing the new radio system.
- The Police Awards Banquet on Saturday night was exceptional.
- The Government Affairs meeting with Tulalip last week went very well.
- He thanked the City Council for the all-day meeting last Thursday at the Opera House. Thanks to the director team as well.

Staff Business

Director Laycock gave an update on the solid waste reroute that will go into effect on Monday and discussed the benefits to these changes.

Chief Scairpon reported on the Police Department's polar plunge to support Special Olympics and awareness as well as the Chief's Challenge.

Call on Councilmembers and Committee Reports

Councilmember Condyles thanked everyone that helped to put on the retreat last week. It was a very good conversation. Thanks to the police department for the awards banquet last weekend. It's good to see the police getting some press about it. He had a chance to talk with some of the civil service commissioners who gave positive feedback on the new process.

Councilmember James:

- He reported on the retreat which was a successful event. He appreciated being able to tour the new evidence building and getting updates on city staffing and service levels, revenues, and tax rates.
- He reported on the Finance Committee meeting where they received updates on sales tax numbers and on the City's self-insured liability insurance.
- He reported on the Public Safety Committee where they received updates on hiring, the accreditation process, the nondeployable rate, jail stats, customer satisfaction rates, and the awards banquet.

Councilmember King said he appreciated the retreat last week and the tour of the evidence building. Congratulations to Sgt. Smith and Officer Brar. He passed on compliments he heard about the city parks and trails from a new family.

Councilmember Richards also thought it was a great retreat, but he was hoping they would be able to continue to upgrade some of their parks equipment. Congratulations to the new officer and the promotion. Congratulations to Chief Scairpon on the polar plunge.

Adjournment

The meeting was adjourned at 7:58 p.m.

Approved this _____ day of _____, 2024.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 11, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: February 23, 2024 Payroll in the amount of \$1,928,730.64 Paid by EFT Transactions and Check Numbers 35179 through 35195

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 11, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: February 28, 2024 Claims in the Amount of \$852,704.04 Paid by EFT Transactions and Check Numbers 168313 through 168437

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[022824.rtf](#)

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 2/28/2024 TO 2/28/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168313	PREMERA BLUE CROSS	CLAIMS PAID	MEDICAL CLAIMS	121,073.57
168314	BENEFIT COORDINATORS	MARCH 2024 PREMIUMS	MEDICAL CLAIMS	189,269.13
168315	BOYD, RAE	CONTRACT NURSE	DETENTION & CORRECTION	43,000.00
168316	911 SUPPLY INC.	CREDIT FOR RMA-2-2082	POLICE PATROL	-229.71
	911 SUPPLY INC.	JUMPSUIT - KINSEY	POLICE PATROL	41.84
	911 SUPPLY INC.	UNIFORM - ALLEN	POLICE PATROL	50.65
	911 SUPPLY INC.	VEST - STRICKLAND	DETENTION & CORRECTION	50.65
	911 SUPPLY INC.	EAR PIECES	POLICE PATROL	53.86
	911 SUPPLY INC.	UNIFORM - ANDERSON	DETENTION & CORRECTION	60.56
	911 SUPPLY INC.	UNIFORM - LAWRENSON	POLICE PATROL	65.35
	911 SUPPLY INC.	UNIFORM - ENSLEY	DETENTION & CORRECTION	65.88
	911 SUPPLY INC.	UNIFORM - MUSTAIN	POLICE PATROL	65.88
	911 SUPPLY INC.	JUMPSUIT - KINSEY	POLICE PATROL	71.57
	911 SUPPLY INC.	UNIFORM - KINSEY	POLICE PATROL	77.06
	911 SUPPLY INC.	UNIFORM - KAUR	POLICE PATROL	134.81
	911 SUPPLY INC.	CHEVRONS	POLICE PATROL	135.80
	911 SUPPLY INC.	UNIFORM - KAUR	POLICE PATROL	146.61
	911 SUPPLY INC.		POLICE PATROL	154.12
	911 SUPPLY INC.	UNIFORM - GERFIN	POLICE PATROL	289.13
	911 SUPPLY INC.	UNIFORM - ROBERTS	POLICE PATROL	319.66
	911 SUPPLY INC.	UNIFORM - BLAUER	POLICE PATROL	338.28
	911 SUPPLY INC.	UNIFORM - KAUR	POLICE PATROL	359.58
	911 SUPPLY INC.	JUMPSUIT - WIGGINS	POLICE PATROL	383.96
	911 SUPPLY INC.	UNIFORM - BREVIG	POLICE PATROL	402.62
	911 SUPPLY INC.	UNIFORM - ANDERSON	DETENTION & CORRECTION	425.27
	911 SUPPLY INC.	UNIFORM - LAWRENSON	POLICE PATROL	429.98
	911 SUPPLY INC.	UNIFORM - KAUR	POLICE PATROL	489.97
	911 SUPPLY INC.	JUMPSUIT - WALTERS	POLICE PATROL	490.11
	911 SUPPLY INC.	JUMPSUIT - KAUR	POLICE PATROL	514.43
	911 SUPPLY INC.	UNIFORM - MUSTAIN	POLICE PATROL	575.31
	911 SUPPLY INC.	UNIFORM - MOSALSKY	POLICE PATROL	607.73
	911 SUPPLY INC.	MEDALS OF VALOR	POLICE ADMINISTRATION	610.13
168317	ALEXANDER PRINTING	PRINTING	POLICE PATROL	90.69
	ALEXANDER PRINTING	PRINT SERVICE	COMMUNITY SERVICES UNIT	105.86
	ALEXANDER PRINTING	PRINTING	COMMUNITY SERVICES UNIT	157.22
	ALEXANDER PRINTING	GARBAGE RE-ROUTE MAILING	SOLID WASTE OPERATIONS	5,744.89
168318	ALL BATTERY SALES &	ELECTRICAL SUPPLIES	EQUIPMENT RENTAL	72.46
168319	ALLIANT INSURANCE	BROKER FEE 2024-2025	RISK MANAGEMENT	51,000.00
168320	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	555.00
168321	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	222.69
168322	ARC ARCHITECTS, INC.	PROFESSIONAL SERVICE	PW ADMIN CAP PROJECT	10,669.25
168323	ARROWHEAD FORENSICS	SUPPLIES	GENERAL FUND	-10.70
	ARROWHEAD FORENSICS		POLICE INVESTIGATION	124.52
168324	BASSETTI, SAMANTHA	REFUND - SHELTER FEE	PARKS-RECREATION	65.00
168325	BOB BARKER COMPANY	SUPPLIES	DETENTION & CORRECTION	184.29
	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	2,430.50
168326	BONANNO, KAILY	REFUND - BALLET	PARKS-RECREATION	38.00
168327	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	468.00
168328	CANON FINANCIAL	GIS PLOTTER SERVICE	GIS SERVICES IS	267.80
168329	CARVER, VICKI	INSTRUCTOR PAYMENT	RECREATION SERVICES	675.00
168330	CASCADE NATURAL GAS	NATURAL GAS	WATER FILTRATION PLANT	1,176.14
168331	CATHOLIC COMMUNITY	CHORE SERVICE - JAN 2024	COMMUNITY	433.61
168332	CHAMPION BOLT	MACHINE SCREW & NUTS - P171	EQUIPMENT RENTAL	15.00
168333	CML SECURITY, LLC	CML PUSH BUTTON FOR RECEPTION	INFORMATION SERVICES	-639.78
	CML SECURITY, LLC	MAIN JAIL CARD READERS	DETENTION & CORRECTION	3,484.19

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 2/28/2024 TO 2/28/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	CML SECURITY, LLC	CML PUSH BUTTON FOR RECEPTION	COMPUTER SERVICES	7,445.94
	CML SECURITY, LLC	MAIN JAIL CAMERA ADDITION	DETENTION & CORRECTION	14,495.99
168334	COASTAL FARM & HOME	CREDIT FOR INV #1996/51	PARK & RECREATION FAC	-52.51
	COASTAL FARM & HOME	UNIFORM - KINNEY	TRANSPORTATION	131.19
	COASTAL FARM & HOME		TRANSPORTATION	201.27
168335	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	467.89
168336	CONSOLIDATED PRESS	VOTER INFORMATION CARDS	GENL GVRNMNT SERVICES	5,871.63
168337	CRYSTAL SPRINGS	WATER SERVICE	OFFICE OPERATIONS	100.00
	CRYSTAL SPRINGS		POLICE INVESTIGATION	100.00
	CRYSTAL SPRINGS		DETENTION & CORRECTION	100.00
	CRYSTAL SPRINGS		POLICE PATROL	100.00
	CRYSTAL SPRINGS		POLICE ADMINISTRATION	156.39
168338	DETROIT INDUSTRIAL T	DUCTILE IRON	WATER DIST MAINS	1,167.08
	DETROIT INDUSTRIAL T	SHARK CORE BIT, KEYHOLES	ROADWAY MAINTENANCE	1,929.86
168339	DICKS TOWING	TOWING - 24-6018	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 24-6293	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 24-7028	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 24-7703	POLICE PATROL	77.54
	DICKS TOWING	TOWING 09080083	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-10063	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-1753	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-6193	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-6293	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-7131	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-8087	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-8142	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-8258	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-9017	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-9192	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-9826	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 24-6293	POLICE PATROL	103.38
	DICKS TOWING		POLICE PATROL	103.38
	DICKS TOWING	TOWING - 24-6965	POLICE PATROL	103.38
	DICKS TOWING	TOWING 24-8804	POLICE PATROL	103.38
	DICKS TOWING	TOWING 24-8463	POLICE PATROL	129.23
	DICKS TOWING	TOWING 24-8367	POLICE PATROL	155.08
168340	DOBBS PETERBILT	INLET NEX SENSOR - J034	EQUIPMENT RENTAL	616.13
	DOBBS PETERBILT	WINDSHIELD PARTS - J024	EQUIPMENT RENTAL	818.08
	DOBBS PETERBILT	HYDRAULIC CAB LATCH ASSEMBLY - J031	EQUIPMENT RENTAL	867.26
168341	DOORMAN COMMERCIAL	DOOR SERVICE	PARK & RECREATION FAC	322.73
168342	DYER, ROBERT L	LEOFF I - PREMIUM REIMBURSEMENT	POLICE ADMINISTRATION	1,696.90
168343	E&E LUMBER	FASTENERS, POWER BIT	WATER DIST MAINS	8.87
	E&E LUMBER	SECURITY SCREWS	CIVIC CENTER	10.02
	E&E LUMBER	SPRING SNAP LINK	WATER DIST MAINS	12.67
	E&E LUMBER	TARP	ROADSIDE VEGETATION	17.13
	E&E LUMBER	THREADED ROD, FASTENERS, STEEL RODS	ROADWAY MAINTENANCE	17.79
	E&E LUMBER	TURN STOP PLUMBING	PARK & RECREATION FAC	21.87
	E&E LUMBER	PAINTING SUPPLIES	PARK & RECREATION FAC	28.91
	E&E LUMBER	SUPPLIES	COMMUNITY SERVICES UNIT	43.77
	E&E LUMBER	TAMPER	ROADWAY MAINTENANCE	47.16
	E&E LUMBER	KEYS	FACILITY MAINTENANCE	50.11
	E&E LUMBER	SUPPLIES	PARK & RECREATION FAC	70.69
	E&E LUMBER		PARK & RECREATION FAC	85.07
	E&E LUMBER	PLYWOOD	CIVIC CENTER	91.23

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 2/28/2024 TO 2/28/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168343	E&E LUMBER	GRAFFITI SUPPLIES	ROADSIDE VEGETATION	382.74
	E&E LUMBER	PAINT SUPPLIES	ROADSIDE VEGETATION	619.40
168344	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
168345	EGELKROUT, DON	UTILITY REFUND	WATER/SEWER OPERATION	154.00
168346	ELECTRONIC BUSINESS	GIS PLOTTER SUPPLIES	GIS SERVICES IS	38.29
168347	EMERALD SERVICES INC	WASTE OIL DISPOSAL FEE	EQUIPMENT RENTAL	327.34
168348	EVERETT STAMP WORKS	RECEIVED DATE STAMP - A/P	FINANCE-GENL	56.56
168349	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	905.40
168350	FBI/LEEDA	MAPLES DUES	POLICE PATROL	50.00
168351	FIRE PROTECTION INC	FIRE ALARM MONITORING ANNUAL FEE	MAINTENANCE	262.56
	FIRE PROTECTION INC	SECURITY ALARM ANNUAL FEE	MAINT OF GENL PLANT	262.56
168352	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	480.00
168353	GOVERNMENTJOBS.COM	ANNUAL SUBSCRIPTION NEOGOV	PERSONNEL ADMINISTRATION	37,313.00
168354	GRAINGER	UTILITY CONTAINER	ROADSIDE VEGETATION	250.91
	GRAINGER	SHELVING	POLICE PATROL	592.01
	GRAINGER		POLICE PATROL	873.86
	GRAINGER		POLICE PATROL	1,001.55
	GRAINGER		POLICE PATROL	2,441.98
168355	GRANICUS	GRANICUS PEAK AGENDA ANNUAL FEE	CITY CLERK	36,579.54
168356	GRANITE CONST	STREET PATCHING	ROADWAY MAINTENANCE	151.22
	GRANITE CONST	ALLEY REPAIR	ROADWAY MAINTENANCE	369.26
168357	GRAYUM, MICHAELA	REFUND - SOCCER	PARKS-RECREATION	87.00
168358	GUNDERSON, JARL	LEOFF I MEDICAL REIMBURSEMENT	POLICE ADMINISTRATION	451.40
168359	HAGEN, DANNY	PARKING REIMBURSEMENT	TRANSPORTATION	19.50
168360	HALL, LISA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	17.89
168361	HARBOR FREIGHT TOOLS	SUPPLIES	WATER DIST MAINS	293.52
168362	HD FOWLER COMPANY		WATER RESERVOIRS	147.46
	HD FOWLER COMPANY	VALVE PARTS	WATER FILTRATION PLANT	185.56
168363	HON COMPANY	SOUND PANELS	OFFICE OPERATIONS	1,993.09
168364	HOUSING HOPE	CDBG - BEACHWOOD APT	COMMUNITY	2,452.40
168365	HUDSON, SALLY	REFUND - WOMEN'S EXPO	PARKS-RECREATION	50.00
168366	INSTRUMENT TECHNOLOGY	REPAIR PARTS	WATER DIST MAINS	833.69
168367	IRONCLAD COMPANY	GUTTER BROOM	STREET CLEANING	4,824.54
168368	JACUZZI BATH	REFUND - PLUMBING PERMIT	NON-BUS LICENSES AND	92.40
168369	JALILI, BIJAN	PROTEM SERVICE	MUNICIPAL COURTS	185.00
168370	JULZ ANIMAL HOUZ	K-9 SUPPLIES	K9 PROGRAM	18.75
168371	KBHPNW LLC	UTILITY REFUND	WATER/SEWER OPERATION	240.08
168372	KBHPNW LLC	UTILITY REFUND	WATER/SEWER OPERATION	355.80
168373	KBHPNW LLC	UTILITY REFUND	WATER/SEWER OPERATION	602.16
168374	KBHPNW LLC	UTILITY REFUND	WATER/SEWER OPERATION	389.60
168375	KONERU, GOVARDHANARAO	CONSERVATION REBATE	UTIL ADMIN	50.00
168376	LAKEWOOD SCHOOL DIST	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,645.00
168377	LASTING IMPRESSIONS	UNIFORM EMBROIDERY	RECREATION SERVICES	259.93
	LASTING IMPRESSIONS	SHIRT ORDER	LEGAL - PROSECUTION	484.72
168378	LEADS ONLINE	INVESTIGATIVE TOOL	POLICE INVESTIGATION	3,297.00
168379	LEDGEROCK VETERINARY	VET VISIT	COMMUNITY SERVICES UNIT	1,257.65
168380	LEXISNEXIS RISK	INVESTIGATIVE	POLICE INVESTIGATION	206.10
168381	LYNN PEAVEY COMPANY	GLOVES	POLICE PATROL	218.80
	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	441.01
168382	MARTINEZ, RUBEN & DA	UTILITY REFUND	WATER/SEWER OPERATION	150.00
168383	MARYSVILLE SCHOOL	BASKETBALL	RECREATION SERVICES	39.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	77.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	98.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	112.1

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 2/28/2024 TO 2/28/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	MARYSVILLE SCHOOL		RECREATION SERVICES	112.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	113.75
	MARYSVILLE SCHOOL		RECREATION SERVICES	119.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	181.50
	MARYSVILLE SCHOOL		RECREATION SERVICES	234.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	286.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	607.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	614.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	661.25
	MARYSVILLE SCHOOL		RECREATION SERVICES	757.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	836.00
168384	MARYSVILLE, CITY OF	5300 SUNNYSIDE BLVD	SEWER LIFT STATION	64.47
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	123.29
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	146.60
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	159.36
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	303.80
	MARYSVILLE, CITY OF	5315 64TH ST NE	PARK & RECREATION FAC	307.96
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	1,828.97
168385	MAUCH, JERRY	UTILITY REFUND	GARBAGE	214.45
168386	MILLIMAN, BRENT	RELOCATION OF PERSONAL PROPERTY	GMA - STREET	622.88
168387	MOORE, AMY	CONSERVATION REBATE	UTIL ADMIN	50.00
168388	MPA	MPA CONF. REGISTRATION - HORNUNG	PROBATION	225.00
168389	NELSON-REISNER	INVENTORY BOTTLES	ER&R	230.83
	NELSON-REISNER	DIESEL FUEL	FACILITY MAINTENANCE	1,091.72
168390	NIGUSSE, ERISTIA	REIMBURSEMENT CLAIM	RISK MANAGEMENT	314.40
168391	NORRIS, JOSEPH & NAT	UTILITY BILLING REFUND	GARBAGE	320.29
168392	NORTH COAST ELECTRIC	TECHCONNECT ANNUAL SUPPORT	SEWER LIFT STATION	2,994.82
	NORTH COAST ELECTRIC		WASTE WATER TREATMENT	2,994.82
	NORTH COAST ELECTRIC		WATER RESERVOIRS	2,994.83
	NORTH COAST ELECTRIC		WATER QUAL TREATMENT	2,994.83
168393	ODP BUSINESS SOLUTION	SUPPLIES	POLICE INVESTIGATION	130.92
168394	PACIFIC TOPSOILS	BRUSH DUMP	ROADWAY MAINTENANCE	158.90
	PACIFIC TOPSOILS	DIRT DUMP	ROADWAY MAINTENANCE	227.00
	PACIFIC TOPSOILS		ROADWAY MAINTENANCE	357.60
168395	PALAMERICAN SECURITY	SECURITY SERVICE	PROBATION	1,265.50
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,796.50
168396	PEACE OF MIND	HEARING EXAMINER MINUTES	COMMUNITY	111.00
	PEACE OF MIND	PLANNING COMMISSION MINUTES	COMMUNITY	129.50
	PEACE OF MIND	PROOFING, COUNCIL REGULAR MEETING	CITY CLERK	166.50
168397	PERTEET ENGINEERING	PROFESSIONAL SERVICE	CAPITAL EXPENDITURES	14,950.00
168398	PGC INTERBAY LLC	GOLF REIMBURSEMENT	MAINTENANCE	96.25
	PGC INTERBAY LLC		MAINTENANCE	153.16
	PGC INTERBAY LLC		PRO-SHOP	162.02
	PGC INTERBAY LLC		PRO-SHOP	172.03
	PGC INTERBAY LLC		MAINTENANCE	181.88
	PGC INTERBAY LLC		MAINTENANCE	283.13
	PGC INTERBAY LLC		MAINTENANCE	375.22
	PGC INTERBAY LLC		PRO-SHOP	598.20
	PGC INTERBAY LLC		MAINTENANCE	1,002.01
	PGC INTERBAY LLC		PRO-SHOP	1,011.96
	PGC INTERBAY LLC		PRO-SHOP	1,109.00
	PGC INTERBAY LLC		PRO-SHOP	1,138.00
	PGC INTERBAY LLC		PRO-SHOP	1,820.00
	PGC INTERBAY LLC		PRO-SHOP	1,903.19

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 2/28/2024 TO 2/28/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168398	PGC INTERBAY LLC	GOLF REIMBURSEMENT	GOLF COURSE	3,849.19
	PGC INTERBAY LLC		MAINTENANCE	5,760.05
	PGC INTERBAY LLC		MAINTENANCE	10,150.91
	PGC INTERBAY LLC	GOLF REIMBURSEMENT - PAYROLL	PRO-SHOP	10,358.09
	PGC INTERBAY LLC		MAINTENANCE	14,971.76
168399	POLICE & SHERIFFS	ID CARD - MUSTAIN	GENERAL FUND	-1.65
	POLICE & SHERIFFS		POLICE PATROL	19.25
168400	POSTAL SERVICE	POSTAGE	UTILITY BILLING	197.01
	POSTAL SERVICE		LEGAL-GENL	198.52
	POSTAL SERVICE		COMPUTER SERVICES	227.81
	POSTAL SERVICE		EXECUTIVE ADMIN	229.59
	POSTAL SERVICE		FINANCE-GENL	300.02
	POSTAL SERVICE		MUNICIPAL COURTS	317.92
	POSTAL SERVICE		PERSONNEL ADMINISTRATION	450.18
	POSTAL SERVICE		POLICE ADMINISTRATION	547.34
	POSTAL SERVICE		UTIL ADMIN	1,011.96
	POSTAL SERVICE		PARK & RECREATION FAC	2,014.41
	POSTAL SERVICE		COMMUNITY	2,505.24
168401	PROCOM LLC	CDL RANDOM TESTING	UTIL ADMIN	150.00
168402	PROFORCE LAW	CREDIT	POLICE TRAINING-FIREARMS	-120.34
	PROFORCE LAW	30 MAGS	POLICE TRAINING-FIREARMS	1,253.72
168403	PROVIDENCE EVERETT M	INMATE EMERGENCY CARE	DETENTION & CORRECTION	3,162.50
168404	PROVIDENT ELECTRIC	REFUND - CREDIT CARD FEE	COMMUNITY DEVELOPMENT	3.11
168405	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT EVALUATION	POLICE ADMINISTRATION	960.00
168406	PUD	ACCT #223806431	SEWER LIFT STATION	8.83
	PUD	ACCT #205136245	SEWER LIFT STATION	14.31
	PUD	MARYSVILLE POLE ATTACHMENTS	SUNNYSIDE FILTRATION	17.01
	PUD	ACCT #202461034	UTIL ADMIN	22.50
	PUD	ACCT #202012589	PARK & RECREATION FAC	23.63
	PUD	ACCT #201065281	PARK & RECREATION FAC	24.19
	PUD	ACCT #202524690	PUMPING PLANT	25.36
	PUD	ACCT #202476438	SEWER LIFT STATION	30.62
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	32.16
	PUD	ACCT #201672136	SEWER LIFT STATION	34.19
	PUD	ACCT #201610185	TRANSPORTATION	34.58
	PUD	ACCT #201668043	PARK & RECREATION FAC	34.81
	PUD	ACCT #202178158	SEWER LIFT STATION	39.39
	PUD	ACCT #202463543	SEWER LIFT STATION	47.96
	PUD	ACCT #223919549	STREET LIGHTING	48.11
	PUD	ACCT #202140489	TRANSPORTATION	48.75
	PUD	ACCT #202794657	TRANSPORTATION	51.75
	PUD	ACCT #220792733	STREET LIGHTING	55.72
	PUD	ACCT #203005160	STREET LIGHTING	58.57
	PUD	ACCT #200571842	TRANSPORTATION	58.80
	PUD	ACCT #203430897	STREET LIGHTING	60.94
	PUD	ACCT #202368544	TRANSPORTATION	61.09
	PUD	ACCT #200827277	TRANSPORTATION	62.45
	PUD	ACCT #203199732	TRANSPORTATION	63.19
	PUD	ACCT #202288585	TRANSPORTATION	63.66
	PUD	ACCT #202694337	TRANSPORTATION	64.01
	PUD	ACCT #202557450	STREET LIGHTING	73.37
	PUD	ACCT #202143111	TRANSPORTATION	77.01
	PUD	ACCT #223514563	TRANSPORTATION	80.15
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	83.46
	PUD	ACCT #223154923	STREET LIGHTING	84.23

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 2/28/2024 TO 2/28/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	PUD	ACCT #223735101	STREET LIGHTING	85.44
	PUD	ACCT #203231006	TRANSPORTATION	99.46
	PUD	ACCT #200084036	TRANSPORTATION	102.55
	PUD	ACCT #222025900	PUMPING PLANT	103.26
	PUD	ACCT #201670890	TRANSPORTATION	103.56
	PUD	ACCT # 222772634	TRANSPORTATION	110.02
	PUD	ACCT #222871949	PARK & RECREATION FAC	110.92
	PUD	ACCT #223764663	SEWER LIFT STATION	119.55
	PUD	ACCT #202368551	PARK & RECREATION FAC	137.73
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	149.56
	PUD	ACCT #203223458	PARK & RECREATION FAC	150.38
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	150.73
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	163.96
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	166.27
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	167.39
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	172.24
	PUD	ACCT #220761803	OPERA HOUSE	184.97
	PUD	ACCT #202000329	PARK & RECREATION FAC	186.11
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	197.59
	PUD	ACCT #200070449	TRANSPORTATION	198.38
	PUD	ACCT #220761175	OPERA HOUSE	268.58
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	269.23
	PUD	ACCT #201247699	STREET LIGHTING	290.06
	PUD	ACCT #201021698	PARK & RECREATION FAC	298.05
	PUD	ACCT #200625382	SEWER LIFT STATION	343.84
	PUD	ACCT #201021607	PARK & RECREATION FAC	469.37
	PUD	ACCT #202499489	PARK & RECREATION FAC	559.77
	PUD	MARYSVILLE POLE ATTACHMENTS	METER READING	927.90
	PUD	ACCT #202689287	WASTE WATER TREATMENT	1,058.51
	PUD	ACCT #223505728	PUBLIC SAFETY BLDG	1,194.78
	PUD	ACCT #200586485	SEWER LIFT STATION	1,353.54
	PUD	MARYSVILLE POLE ATTACHMENTS	TRANSPORTATION	1,698.00
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	4,378.50
	PUD	ACCT #223003021	CAPITAL EXPENDITURES	12,089.90
168407	RADIA INC PS	INMATE EMERGENCY CARE	DETENTION & CORRECTION	30.00
168408	REECE TRUCKING	BLACK BARK	WATER QUAL TREATMENT	36.34
168409	RENTAL 5133 88TH LLC	TEMPORARY CONSTRUCTION EASEMENT	GMA - STREET	4,350.00
168410	RMS LLC	SHOP EQUIPMENT	EQUIPMENT RENTAL	1,361.34
168411	SAN DIEGO POLICE	AMMO	POLICE TRAINING-FIREARMS	37,824.40
168412	SHI INTERNATIONAL	LICENSES	COMPUTER SERVICES	7,891.02
168413	SIG SAUER INC	ROMEO-X REFLEX SIGHT	GENERAL FUND	-290.27
	SIG SAUER INC		POLICE TRAINING-FIREARMS	3,379.07
168414	SIGMAN, MICHAEL	LEOFF I - MEDICARE REIMBURSEMENT	POLICE ADMINISTRATION	1,439.80
168415	SINGH, RAMESH & CHRI	UTILITY BILLING REFUND	WATER/SEWER OPERATION	245.01
168416	SINGH, SUKHJINDER	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	117.60
168417	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	31,585.73
168418	SNYDER, CANON	RETAINER PAYMENT	RECREATION SERVICES	400.00
168419	SONITROL	FEB 24 MONITORING	COURT FACILITIES	76.34
	SONITROL		NON-DEPARTMENTAL	142.16
	SONITROL		UTIL ADMIN	155.25
	SONITROL		SUNNYSIDE FILTRATION	252.41
	SONITROL		PUBLIC SAFETY BLDG	264.20
	SONITROL		OPERA HOUSE	292.31
	SONITROL		PARK & RECREATION FAC	302.85

DATE: 2/29/2024
TIME: 10:45:12AM

**CITY OF MARYSVILLE
INVOICE LIST**

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FOR INVOICES FROM 2/28/2024 TO 2/28/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168419	SONITROL	FEB 24 MONITORING	COURT FACILITIES	317.46
	SONITROL		MAINT OF GENL PLANT	332.34
	SONITROL		CITY HALL	381.47
	SONITROL		WASTE WATER TREATMENT	592.73
168420	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	1,893.80
168421	SOUND SAFETY	UNIFORM - LINDBERG	CUSTODIAL SERVICES	228.39
168422	SPECIALIZED PAVEMENT	RETENTION RELEASE	GENERAL FUND	8,278.97
168423	SPECTRA BROADBAND	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	112.00
168424	STAPLES	SUPPLIES	POLICE PATROL	69.05
	STAPLES		POLICE PATROL	92.49
	STAPLES		POLICE PATROL	146.02
	STAPLES		POLICE PATROL	152.26
	STAPLES	JURY SNACKS	MUNICIPAL COURTS	168.40
	STAPLES	SUPPLIES	POLICE PATROL	168.69
168425	SUNBELT RENTALS	CARPET EXTRACTOR RENTAL	FIRE ADMIN	72.21
168426	SUPERIOR RESTROOMS	SERVICE ON UNIT 17682/17683	ROADSIDE VEGETATION	142.22
168427	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	16,137.50
168428	TXLEY INC	SUPPLIES	DETENTION & CORRECTION	270.16
168429	ULINE	JAIL SUPPLIES	DETENTION & CORRECTION	346.49
168430	USA BLUEBOOK	SUPPLIES	WASTE WATER TREATMENT	366.38
	USA BLUEBOOK	TEST TUBES, GLOVES	WASTE WATER TREATMENT	581.25
168431	VENNELA, GANESH	REFUND - SOCCER	PARKS-RECREATION	80.00
168432	WAAUDIOLOGY SRVCS	OSHA/MSHA HEARING TEST	POLICE PATROL	220.00
168433	WALBRIDGE, STEVEN J	TEMPORARY CONSTRUCTION EASEMENT	GMA - STREET	1,000.00
168434	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	334.02
168435	WHISTLE WORKWEAR	UNIFORM - HAYS	CUSTODIAL SERVICES	128.57
	WHISTLE WORKWEAR		CUSTODIAL SERVICES	178.01
168436	WINTERGREEN CORP	CHRISTMAS TREE EXTENSION 1ST HALF	NON-DEPARTMENTAL	5,984.72
168437	ZIPLY FIBER	ACCT #3606583635	COMMUNITY	39.46
	ZIPLY FIBER		UTIL ADMIN	39.47
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	79.61
	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	81.45

WARRANT TOTAL: 852,704.04

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$852,704.04



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 11, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: March 06, 2024 Claims in the Amount of \$650,223.84 Paid by EFT Transactions and Check Numbers 168438 through 168547 with Check Number 167638 Voided*

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[030624.rtf](#)

DATE: 3/7/2024
TIME: 6:05:00AM

**CITY OF MARYSVILLE
INVOICE LIST**

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FOR INVOICES FROM 3/6/2024 TO 3/6/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168438	RAPID FINANCIAL SOL	JURY COSTS, LOAD FEES	COURTS	723.35
168439	LICENSING, DEPT OF	DRIVING ABSTRACT - RODRIGUEZ	PERSONNEL ADMINISTRATION	15.00
168440	PREMERA BLUE CROSS	CLAIMS PAID 2/11 TO 2/17/24	MEDICAL CLAIMS	84,439.95
168441	BOYD, RAE	CONTRACT NURSE	DETENTION & CORRECTION	4,950.00
	BOYD, RAE		DETENTION & CORRECTION	43,000.00
168442	LICENSING, DEPT OF	CPL'S - FIREARMS SECTION	INTERGOVERNMENTAL	1,074.00
168443	911 SUPPLY INC.	UNIFORM - MUSTAIN	POLICE PATROL	21.45
	911 SUPPLY INC.	UNIFORM - WALTERS	POLICE PATROL	21.45
	911 SUPPLY INC.	UNIFORM - SAN MIGUEL	POLICE PATROL	33.03
	911 SUPPLY INC.	UNIFORM - KINSEY	POLICE PATROL	77.06
	911 SUPPLY INC.	UNIFORM - SMITH	POLICE PATROL	77.08
	911 SUPPLY INC.	UNIFORM - ORSBORN	OFFICE OPERATIONS	134.30
	911 SUPPLY INC.	UNIFORM - FLASHLIGHTS	POLICE PATROL	891.11
	911 SUPPLY INC.	VEST - PERRY	POLICE INVESTIGATION	1,988.90
168444	A & A LANGUAGE SERVICE	INTERPRETER SERVICE	COURTS	48.84
	A & A LANGUAGE SERVICE		COURTS	73.48
	A & A LANGUAGE SERVICE		COURTS	100.00
168445	ACOSTA, JESSE		COURTS	130.00
	ACOSTA, JESSE		COURTS	133.62
	ACOSTA, JESSE		COURTS	133.62
	ACOSTA, JESSE		COURTS	133.62
168446	AFFORDABLE ENVIRO	DECONTAMINATION PROJECT	ROADSIDE VEGETATION	8,937.98
168447	AKTIVOV LLC	PROFESSIONAL SERVICE	PARK & RECREATION FAC	7,658.00
168448	ALEX TREE SERVICE LL	TREE REMOVAL PROJECT/RETAINAGE	GENERAL FUND	-1,343.20
	ALEX TREE SERVICE LL		ROADSIDE VEGETATION	14,694.61
168449	ALEXANDER PRINTING	PRINT SERVICE	POLICE PATROL	325.29
168450	ALLIANT INSURANCE	AVL RENEWAL 24-25	RISK MANAGEMENT	5,427.00
168451	ALS LABORATORY	SOIL MATRIX	STORM DRAINAGE	500.00
168452	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	185.00
168453	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	222.69
168454	AXON ENTERPRISE INC	AXON AGREEMENT	POLICE PATROL	1,427.49
	AXON ENTERPRISE INC		POLICE PATROL	18,146.98
168455	BARROCA, KIM	REFUND - LINE DANCING	PARKS-RECREATION	28.00
168456	BERNER, ELIAS	INTERPRETER SERVICE	COURTS	130.00
	BERNER, ELIAS		COURTS	170.20
168457	BICKFORD FORD	BRAKE ROTORS	ER&R	139.13
	BICKFORD FORD	BRAKE PAD KIT, ROTORS	ER&R	1,487.21
168458	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	1,935.19
168459	BIO CLEAN, INC	INTERPRETER SERVICE	DETENTION & CORRECTION	1,476.90
168460	BLACKBURN, COURTNEY	PROTEM SERVICE	MUNICIPAL COURTS	370.00
168461	BOGGS, DARBI	HOSTAGE NEGOTIATIONS	POLICE PATROL	434.50
168462	CALVIN, SARAH	REIMBURSEMENT - SUPPLIES	EXECUTIVE ADMIN	46.44
168463	CENTRAL WELDING SUPPLY	CLASS 3 VESTS	ER&R	221.54
	CENTRAL WELDING SUPPLY	CLASS 2 VESTS	ER&R	240.68
	CENTRAL WELDING SUPPLY	WWTP SUPPLIES	WASTE WATER TREATMENT	321.41
168464	CML SECURITY, LLC	SOFTWARE MAINTENANCE AGREEMENT	COMPUTER SERVICES	5,819.40
168465	CNR INC	MITEL 6940 IP PHONE	SOLID WASTE OPERATIONS	436.78
	CNR INC		DETENTION & CORRECTION	436.78
168466	COMCAST	ACCT #8498310021752089	COMPUTER SERVICES	599.27

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 3/6/2024 TO 3/6/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168467	COPIERS NORTHWEST	CANON PRINTER/COPIER	OFFICE OPERATIONS	25.40
	COPIERS NORTHWEST		POLICE PATROL	44.15
	COPIERS NORTHWEST		DETENTION & CORRECTION	44.15
	COPIERS NORTHWEST		MUNICIPAL COURTS	47.24
	COPIERS NORTHWEST		PROBATION	84.49
	COPIERS NORTHWEST		PROPERTY TASK FORCE	87.84
	COPIERS NORTHWEST		WASTE WATER TREATMENT	100.48
	COPIERS NORTHWEST		FINANCE-GENL	106.55
	COPIERS NORTHWEST		WASTE WATER TREATMENT	108.61
	COPIERS NORTHWEST		GENERAL	109.63
	COPIERS NORTHWEST		UTIL ADMIN	109.63
	COPIERS NORTHWEST		COMPUTER SERVICES	162.34
	COPIERS NORTHWEST		FINANCE-GENL	162.34
	COPIERS NORTHWEST		ENGR-GENL	162.35
	COPIERS NORTHWEST		COMMUNITY	172.24
	COPIERS NORTHWEST		UTILITY BILLING	172.24
	COPIERS NORTHWEST		DETENTION & CORRECTION	200.98
	COPIERS NORTHWEST		RECREATION SERVICES	229.60
	COPIERS NORTHWEST		POLICE PATROL	242.19
	COPIERS NORTHWEST		UTIL ADMIN	246.17
	COPIERS NORTHWEST		POLICE INVESTIGATION	261.63
	COPIERS NORTHWEST		LEGAL - PROSECUTION	263.09
	COPIERS NORTHWEST		POLICE INVESTIGATION	266.02
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	274.68
	COPIERS NORTHWEST		MUNICIPAL COURTS	281.85
	COPIERS NORTHWEST		EXECUTIVE ADMIN	291.18
	COPIERS NORTHWEST		COMMUNITY SERVICES UNIT	300.40
	COPIERS NORTHWEST		UTIL ADMIN	319.31
	COPIERS NORTHWEST		RECREATION SERVICES	344.49
	COPIERS NORTHWEST		OFFICE OPERATIONS	645.72
	COPIERS NORTHWEST		DETENTION & CORRECTION	869.30
168468	CORE & MAIN LP	GASKETS	HYDRANTS	827.06
	CORE & MAIN LP	WATERMAIN REPAIR SUPPLIES	WATER DIST MAINS	1,065.98
168469	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	7,377.00
168470	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	3.14
	CTS LANGUAGE LINK		COURTS	247.80
168471	CUMMINS NORTHWEST	GENERATOR SERVICE	SEWER LIFT STATION	1,302.37
	CUMMINS NORTHWEST		PUMPING PLANT	1,773.72
168472	DAILY JOURNAL OF COM	ADVERTISING	GMA - STREET	124.70
168473	DEAVER, JAMES	IMSH CONFERENCE	TRANSPORTATION	20.00
	DEAVER, JAMES	LICENSE CEU/RENEWAL	TRANSPORTATION	154.90
168474	DESIGNER STUDIO	PHOTOGRAPHER FOR DANCE	RECREATION SERVICES	3,652.87
168475	DOBBS PETERBILT	OPERATOR SWITCH	ER&R	159.16
	DOBBS PETERBILT	HEATER CONTROLS	ER&R	198.03
	DOBBS PETERBILT	CLAMPS	ER&R	329.77
168476	E&E LUMBER	BRASS ELBOW	SUNNYSIDE FILTRATION	18.58
	E&E LUMBER	MURIATIC ACID	SUNNYSIDE FILTRATION	25.27
	E&E LUMBER	BASIN PARTS, LEXEL CLEAR	GMA-PARKS	71.13
	E&E LUMBER	HACKSAW, BLADES, MARKER	GMA-PARKS	88.1

CITY OF MARYSVILLE
INVOICE LIST
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168476	E&E LUMBER	SCREWS	GMA-PARKS	128.63
	E&E LUMBER	REBAR, NOZZLE, HOSE	GMA-PARKS	155.21
	E&E LUMBER	CONCRETE, CAC TREATED	GMA-PARKS	653.39
168477	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	198.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	612.00
168478	ENCHANTING PRINCESS	EVENT DANCE	RECREATION SERVICES	645.00
168479	ENTERPRISE, DEPT OF	SEMI-ANNUAL REGULATORY FEE	MEDICAL CLAIMS	240.24
168480	EVERETT OFFICE	OFFICE FURNITURE	OFFICE OPERATIONS	1,641.00
168481	EVERETT STAMP WORKS	COPY STAMP	MUNICIPAL COURTS	38.13
168482	EVERETT TIRE & AUTO	TIRES	ER&R	1,335.59
168483	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	99.00
168484	EVERETT, CITY OF	ANIMAL HOUSING - JAN 2024	COMMUNITY SERVICES UNIT	4,385.00
168485	FBI/LEEDA	DUES - LAMOUREUX	POLICE ADMINISTRATION	50.00
168486	FELDMAN & LEE P.S.	PUBLIC DEFENSE CONTRACT	PUBLIC DEFENSE	62,000.00
168487	FERGUSON ENTERPRISES	METER WRENCHES/KEYS	ER&R	487.74
168488	FIRST AMERICAN TITLE	TITLE REPORT MATTER 22-0309	GMA - STREET	384.65
168489	GRAINGER	SUPPLIES FOR SANITATION	SOLID WASTE OPERATIONS	103.22
	GRAINGER	VEHICLE SPILL KITS	ER&R	775.54
168490	GUPTA, PREMCHAND	INTERPRETER SERVICE	COURTS	204.94
168491	HD FOWLER COMPANY	BRASS BUSHING IMPORT	SEWER LIFT STATION	93.03
	HD FOWLER COMPANY	BACKFLOW ASSEMBLY, COUPLING	SEWER LIFT STATION	666.66
	HD FOWLER COMPANY	CHECK VALVE ASSEMBLY	WATER DIST MAINS	716.42
	HD FOWLER COMPANY		WATER RESERVOIRS	932.81
	HD FOWLER COMPANY	REDUCED BACK-FLOW ASSEMBLY	WATER RESERVOIRS	996.45
168492	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	5,887.91
168493	HELM	FORD IDS ANNUAL RENEWAL	EQUIPMENT RENTAL	875.20
168494	HENLEY, LAURA	INSTRUCTOR PAYMENT - 1ST QTR	RECREATION SERVICES	1,879.20
168495	HEWLETT PACKARD	PRINT TONER/MAINTENANCE	PARK & RECREATION FAC	2.38
	HEWLETT PACKARD		FINANCE-GENL	7.61
	HEWLETT PACKARD		ENGR-GENL	8.01
	HEWLETT PACKARD		FINANCE-GENL	10.48
	HEWLETT PACKARD		COMPUTER SERVICES	32.75
	HEWLETT PACKARD		FINANCE-GENL	39.80
	HEWLETT PACKARD		WATER QUAL TREATMENT	43.00

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 3/6/2024 TO 3/6/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168496	HUTCHISON LAW, LLC	PUBLIC DEFENSE/CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
168497	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
	HYLARIDES, LETTIE		COURTS	146.25
	HYLARIDES, LETTIE		COURTS	146.25
168498	ICONIX WATERWORKS	METER WRENCH, BRASS FITTINGS	WATER/SEWER OPERATION	264.20
	ICONIX WATERWORKS		ER&R	542.62
	ICONIX WATERWORKS	2" WATER METER SETTER	WATER/SEWER OPERATION	1,876.56
168499	J. THAYER COMPANY	SUPPLIES	UTIL ADMIN	70.17
168500	JRM ENTERPRISES, INC	INTERPRETER SERVICE	COURTS	130.00
168501	KINNEY, HEATHER	IMSA CONFERENCE	TRANSPORTATION	20.00
168502	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICE	COURTS	156.13
168503	LASTING IMPRESSIONS	BASKETBALL SHIT, TRANSFER	RECREATION SERVICES	22.76
	LASTING IMPRESSIONS	BALL CAPS	ER&R	1,395.97
168504	LEXIPOL LLC	LEXIPOL RENEWAL	POLICE ADMINISTRATION	7,457.68
168505	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	232.73
168506	MARYFEST	REFUND MARYFEST DEPOSIT	GENERAL FUND	250.00
168507	MARYSVILLE SCHOOL	GYM RENTAL	POLICE PATROL	420.00
168508	MARYSVILLE, CITY OF	7115 GROVE ST	GOLF ADMINISTRATION	303.80
	MARYSVILLE, CITY OF	1635 GROVE ST	PUBLIC SAFETY BLDG	634.69
	MARYSVILLE, CITY OF	6810 84TH ST NE	GOLF ADMINISTRATION	646.06
	MARYSVILLE, CITY OF	7007 GROVE ST	GOLF ADMINISTRATION	1,330.52
168509	MEDINA, FATIMA	REFUND - BALLET AND TAP	PARKS-RECREATION	38.00
168510	MOLLY MCGUIRE	INTERPRETER SERVICE	COURTS	160.00
168511	MORASCO, GWEN	WELLNESS /PEER SUPPORT TRAINING	POLICE INVESTIGATION	339.25
168512	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SEWER MAIN COLLECTION	2.09
	MOUNTAIN MIST		WASTE WATER TREATMENT	2.10
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	2.10
	MOUNTAIN MIST		SEWER MAIN COLLECTION	5.28
	MOUNTAIN MIST		WASTE WATER TREATMENT	5.29
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	5.29
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	15.95
	MOUNTAIN MIST		SEWER MAIN COLLECTION	15.95
	MOUNTAIN MIST		WASTE WATER TREATMENT	15.96
	MOUNTAIN MIST		WASTE WATER TREATMENT	18.05
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	18.05
	MOUNTAIN MIST		SEWER MAIN COLLECTION	18.05
168513	NAPA AUTO PARTS	FUNNEL FOR GENERATOR	SEWER LIFT STATION	29.05
	NAPA AUTO PARTS	LIGHTS/RELAYS/FILERS	ER&R	929.35
168514	NAVIA BENEFIT	PARTICIPANT FEE - DECEMBER	PERSONNEL ADMINISTRATION	202.10
	NAVIA BENEFIT	PARTICIPANT FEE - NOVEMBER	PERSONNEL ADMINISTRATION	202.10
	NAVIA BENEFIT	PARTICIPANT FEE - JANUARY	PERSONNEL ADMINISTRATION	218.05
168515	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	3,121.18
168516	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,473.60
168517	OTAK	PROFESSIONAL SERVICE	GMA - STREET	14,510.15
168518	OVERTON SAFETY TRAIN	MEWP OPERATOR TRAINING	UTIL ADMIN	109.06
	OVERTON SAFETY TRAIN		FACILITY MAINTENANCE	109.06
	OVERTON SAFETY TRAIN		UTIL ADMIN	218.13
	OVERTON SAFETY TRAIN		TRANSPORTATION	236.37
	OVERTON SAFETY TRAIN		PARK & RECREATION FAC	581.13

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 3/6/2024 TO 3/6/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168518	OVERTON SAFETY TRAIN	MEWP OPERATOR TRAINING	UTIL ADMIN	945.48
	OVERTON SAFETY TRAIN		TRAINING	1,200.10
168519	PAVLOV, ANATOLI	REIMBURSEMENT CLAIM	RISK MANAGEMENT	3,525.60
168520	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	34.26
	PETROCARD SYSTEMS		ENGR-GENL	80.94
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	121.76
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	155.95
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	175.77
	PETROCARD SYSTEMS		COMMUNITY	327.17
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	479.51
	PETROCARD SYSTEMS		GENERAL	3,073.77
	PETROCARD SYSTEMS		PARK & RECREATION FAC	3,274.80
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	6,879.26
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	7,025.84
	PETROCARD SYSTEMS		POLICE PATROL	9,064.47
168521	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT	PRO-SHOP	10,399.56
	PGC INTERBAY LLC		MAINTENANCE	15,684.37
168522	PHAM, JOSEPH	INTERPRETER SERVICE	COURTS	146.08
168523	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-3.07
	POLICE & SHERIFFS PR		GENERAL FUND	-3.06
	POLICE & SHERIFFS PR		POLICE PATROL	35.66
	POLICE & SHERIFFS PR		OFFICE OPERATIONS	35.67
168524	PREMIER GOLF CENTERS	MANAGEMENT SERVICE - GOLF	GOLF ADMINISTRATION	10,688.96
168525	PROFESSIONAL DEVEL	ICMA HIGH PERFORMANCE	EXECUTIVE ADMIN	1,500.00
	PROFESSIONAL DEVEL	ICMA HIGH PERFORMANCE LEADERSHIP	EXECUTIVE ADMIN	2,000.00
168526	PUD	ACCT #204933311	PUMPING PLANT	23.63
	PUD	ACCT #202791166	PUMPING PLANT	23.84
	PUD	ACCT #200998532	PARK & RECREATION FAC	25.20
	PUD	ACCT #201931193	PARK & RECREATION FAC	29.14
	PUD	ACCT #201380995	PUMPING PLANT	42.51
	PUD	ACCT #202368536	TRANSPORTATION	46.73
	PUD	ACCT #202102190	TRANSPORTATION	56.31
	PUD	ACCT #220153100	TRANSPORTATION	57.96
	PUD	ACCT #202183679	TRANSPORTATION	61.41
	PUD	ACCT #200800704	STREET LIGHTING	66.52
	PUD	ACCT #200869303	TRANSPORTATION	69.88
	PUD	ACCT #202220760	GOLF ADMINISTRATION	74.08
	PUD	ACCT #220298624	STREET LIGHTING	82.96
	PUD	ACCT #201046380	PARK & RECREATION FAC	89.05
	PUD	ACCT #202490637	SEWER LIFT STATION	126.24
	PUD	ACCT #202689105	WASTE WATER TREATMENT	127.28
	PUD	ACCT #202294336	STREET LIGHTING	134.08
	PUD	ACCT #202572327	STREET LIGHTING	134.81
	PUD	ACCT #202030078	TRANSPORTATION	171.28
	PUD	ACCT #220731285	STREET LIGHTING	188.52
	PUD	ACCT #200084150	TRANSPORTATION	251.67
	PUD	ACCT #221100092	GMA - STREET	605.41
	PUD	ACCT #200223857	PARK & RECREATION FAC	759.47
	PUD	ACCT #201639630	GOLF ADMINISTRATION	874.31

**CITY OF MARYSVILLE
INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
168526	PUD	ACCT #201147253	PUMPING PLANT	1,187.43
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,457.10
	PUD	ACCT #201577921	PUMPING PLANT	4,897.22
168527	PUMPTech HOLDINGS	PUMP REPLACEMENT P/A 1	WATER/SEWER OPERATION	-6,291.59
	PUMPTech HOLDINGS		PUMPING PLANT	125,831.88
168528	QUEST SOFTWARE	RECOVERY MAINTENANCE/LICENSING	COMPUTER SERVICES	8,939.73
168529	REECE TRUCKING	PAY ESTIMATE 01/RETAINAGE	GENERAL FUND	-728.12
	REECE TRUCKING		TRANSPORTATION	14,562.50
168530	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	3,076.73
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	9,436.36
168531	SNO CO TREASURER	INMATE HOUSING SCJ	DETENTION & CORRECTION	18,553.36
168532	SOLID WASTE SYSTEMS	HYDRAULIC FORK CYLINDER	ER&R	789.84
168533	SOUND PUBLISHING	BID ADVERTISING	GMA - STREET	43.12
168534	SOUND PUBLISHING	ADVERTISEMENT	CITY CLERK	53.32
168535	SOUND SAFETY	UNIFORM - MILLER	UTIL ADMIN	139.88
	SOUND SAFETY		UTIL ADMIN	198.92
	SOUND SAFETY	UNIFORM - LINDBERG	WASTE WATER TREATMENT	203.27
	SOUND SAFETY	UNIFORM - GIEBEL	UTIL ADMIN	207.64
	SOUND SAFETY	UNIFORM - GUNN	UTIL ADMIN	234.96
168536	SPRAGUE PEST SOLUTION	RODENT EXTERNAL SERVICE	SOLID WASTE OPERATIONS	76.58
	SPRAGUE PEST SOLUTION		MAINT OF GENL PLANT	76.58
168537	STAINER, BRENT	REFUND - PERMIT CHARGE	GENERAL FUND	250.00
168538	STAPLES	SUPPLIES	POLICE PATROL	11.45
	STAPLES	JUROR SNACKS	MUNICIPAL COURTS	24.79
	STAPLES	SUPPLIES	POLICE PATROL	185.77
	STAPLES		POLICE PATROL	296.46
168539	SUBURBAN PROPANE	TANK RENTAL	MAINTENANCE	1.09
	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	1,333.32
168540	SUMMIT LAW GROUP	LABOR RELATIONS	PERSONNEL ADMINISTRATION	77.00
	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATION	346.50
168541	TRUE NORTH EQUIPMENT	CUROTTO CONTROL JOYSTICK	ER&R	648.32
168542	VERIZON	AMR LINES	METER READING	462.37
168543	WETZEL, JAKE	IMSA CONFERENCE	TRANSPORTATION	20.00
168544	WORKSAFE SERVICE	EMPLOYEE DRUG TESTS	PERSONNEL ADMINISTRATION	325.00
168545	WSP USA INC	GROVE ST OVERCROSSING	GMA - STREET	11,914.00
	WSP USA INC		GMA - STREET	13,903.68
168546	ZEBROSKI, CAROLINE	SPEAKER	OPERA HOUSE	100.00
168547	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	65.20
	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	71.45
	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	86.08
	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	104.53
	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	131.28
	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	131.92
	ZIPLY FIBER	ACCT #3606534028	CITY HALL	135.87

DATE: 3/7/2024
TIME: 6:05:00AM

CITY OF MARYSVILLE
INVOICE LIST
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			WARRANT TOTAL:	<u><u>653,728.15</u></u>
BADGE FRAME, INC.	VOID	INITIATOR ERROR	CHECK 167638	\$3,504.31

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$650,223.84



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 11, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: March 08, 2024 Payroll in the Amount of \$1,997,698.48 Paid by EFT Transactions and Check Numbers 35196 through 35212*

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 11, 2024

SUBMITTED BY: Emergency Preparedness Manager Sarah Lavelle, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Facility of Opportunity MOU - Generations Community Church

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Facility of Opportunity Memorandum of Understanding with Generations Community Church.

SUMMARY: This MOU addresses the use of facilities in the event of an emergency. These "facilities of opportunity" are locations that may be used during a crisis for emergency purposes such as an emergency shelter, community point of distribution, volunteer reception center, or family/friends reception center.

ATTACHMENTS:

[Facility of Opportunity MOU_Generations Community Church_signed.pdf](#)

Memorandum of Understanding

This Memorandum of Understanding (“Memorandum”) is entered into by and between the City of Marysville (the “City”) and the Generations Community Church (“Generations Community Church”) as of the last signature date below.

RECITALS

WHEREAS, the City desires to designate certain facilities in the City to be used in the event of a disaster or emergency; and

WHEREAS, Generations Community Church owns and operates the property located at 8240 64th St. NE, Marysville, WA 98270 (the “Property”); and

WHEREAS, the Property is ideally suited to be a Facility of Opportunity and may be used in the event of an emergency as a/an:

- ☒ Family and Friend Reception Center (reunification)
- ☒ Emergency Short-Term Shelter
- ☒ Community Point of Distribution
- ☒ Volunteer Reception Center; and

WHEREAS, a “Facility of Opportunity” is defined as a location that is not typically designed or designated as an emergency response site but is temporarily utilized during a crisis as a makeshift or improvised facility for emergency purposes; and

WHEREAS, the parties desire to designate the Property to be a Facility of Opportunity, and to use the Property as the same in the event of an emergency.

NOW, THEREFORE, the City and Generations Community Church agree as follows:

MEMORANDUM

1. Purpose. The purpose of this Memorandum is to define the relationship between the City and Generations Community Church during an emergency. Specifically, Generations Community Church acknowledges the intent for the Property to serve as a Facility of Opportunity. For the purposes of this Memorandum, “emergency” shall be considered an event or disaster that reasonably necessitates the provision of relief services to residents, and shall include but not be limited to: earthquakes, floods, landslides, terrorist attacks, or fires.

2. Term and Termination.

The term of this Memorandum will be for five (5) years unless either party terminates it earlier by providing the other forty-five (45) days advance written notice.

3. Use of Property.

- a. The City may access and utilize the Property as a Facility of Opportunity in the event of an emergency. The Mayor or other City official involved in the response can determine that an emergency exists necessitating the use of the Property. Use of the Property may be coordinated through City's Emergency Operations Center (EOC) if it is activated.

Such use of the Property shall include the interior of buildings, surrounding exterior areas, and the facilities/equipment located therein, such as:

- i. Office equipment (including telephones, fax machines, computers, internet access, copy machines, and printers)
- ii. Furniture (including tables, chairs, desks, cots, wheelchairs, and dollies)
- iii. Building amenities (including restrooms, cafeterias, water fountains, and custodial supplies)
- iv. Meeting spaces (including offices and conference rooms)
- v. Parking spaces for City employees, responders, and volunteers

The parties understand that the City's use of the Property as a Community Point of Distribution may involve the following:

- i. Parking and unloading of supply trucks
- ii. Setting up tables, canopies, and temporary storage for supplies
- iii. Establishing driving lanes by use of traffic cones
- iv. Setting up dumpsters for refuse collection
- v. Setting up portable restrooms
- vi. Establishing an outdoor waiting area
- vii. Setting up mobile light towers and/or signage

- b. The parties agree that the City may use the Property as a Facility of Opportunity for as long as is reasonably necessary to respond to the emergency.
 - c. The City may also access and utilize the Property for training and exercises upon request. Requests will be made at least two (2) months in advance and trainings or exercises will be held at a time that is agreeable for both parties.
4. Access. In the event of an emergency, the parties agree that the City may access the Property upon 2 hours' notice to Generations Community Church. Generations Community Church will then arrange for access to the facility.
 5. Generations Community Church Points of Contact. Generations Community Church will designate one primary and one backup point of contact. These points of contact will all have access to the Property and be able to open/unlock any buildings. In the event the City needs to utilize the Property as a Facility of Opportunity, it will attempt to first contact the primary contact, however if it is unable to reach that contact the City may instead contact the backup

contact. Generations Community Church understands that the City may reach out at any hour of day or night and any day of the year.

a. Primary Point of Contact:

Craig Laughlin

b. Backup Contact(s):

Kraymer Lorig

6. City Point of Contact. The City's point of contact for this Memorandum shall be:

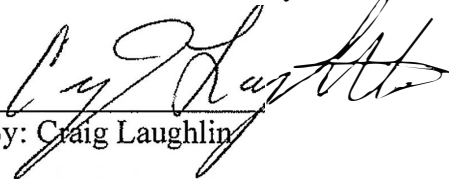
Emergency Management Officer
501 Delta Avenue
360-363-8096

7. Plans. The City may have or in the future develop a plan that will outline the City's intended use of the Property (for the purposes of this Section, the "Plan"). If the City does develop such a Plan, then the City will provide a draft of the Plan to Generations Community Church so that it can provide any input, recommendations, or concerns to the City, and the City will attempt to develop a Plan that is acceptable to both parties.
8. City Obligations. In the event the Property is utilized as a Facility of Opportunity during an emergency, the City will ensure the reimbursement or replacement to Generations Community Church for any food, supplies, utilities, or other such items that are used by the City. The City will additionally ensure that any post-emergency cleanup is performed to return the Property to substantially the same condition it was in prior to its use. The City will be responsible for providing staffing for the Facility of Opportunity which may or may not involve Generations Community Church staff/volunteers.
9. Storage of City Materials. The parties agree that the City may store supplies on the Property that will contain materials necessary to set up and operate the site in its agreed upon use. The City will place the supplies in a location that is acceptable to Generations Community Church.
10. Indemnification. The City shall defend, indemnify, and hold Generations Community Church harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the exercise of the City's rights described by this memorandum, except for injuries and damages caused by the negligence or misconduct of Generations Community Church.

11. Notices. Except for notice to access the Property as described in in Section 4, which may be provided in person, telephonically, by electronic mail, or by any other means reasonably calculated to provide notice, any notice or other communication required or permitted in this Memorandum will be in writing and will be deemed to have been made either (1) when delivered personally to the party to whom it is directed (or any officer or agent of such party); (2) upon being deposited in the United States' mail, postage prepaid, return receipt requested, and properly addressed to the other party; or (3) upon delivery by electronic mail. Either party may change their contact information by providing written notice to the other party.
12. Recitals. The recitals will be incorporated into and be considered a part of this Memorandum.

IN WITNESS WHEREOF, the parties have executed this memorandum as of the last date written below.

Generations Community Church:


By: Craig Laughlin

Its: Lead Pastor

12/14/23
Date

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Approved as to form:

Jon Walker, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 11, 2024

SUBMITTED BY: Emergency Preparedness Manager Sarah Lavelle, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Facility of Opportunity MOU - The Grove Church

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Facility of Opportunity Memorandum of Understanding with The Grove Church.

SUMMARY: This MOU addresses the use of facilities in the event of an emergency. These "facilities of opportunity" are locations that may be used during a crisis for emergency purposes such as an emergency shelter, community point of distribution, volunteer reception center, or family/friends reception center.

ATTACHMENTS:
[Facility of Opportunity MOU_Grove Church_signed.pdf](#)

Memorandum of Understanding

This Memorandum of Understanding ("Memorandum") is entered into by and between the City of Marysville (the "City") and The Grove Church ("Grove Church") as of the last signature date below.

RECITALS

WHEREAS, the City desires to designate certain facilities in the City to be used in the event of a disaster or emergency; and

WHEREAS, Grove Church owns and operates the property located at 4705 Grove Street, Marysville, WA, 98270 (the "Property"); and

WHEREAS, the Property is ideally suited to be a Facility of Opportunity and may be used in the event of an emergency as a/an:

- ☒ Family and Friend Reception Center (reunification)
- ☒ Emergency Short-Term Shelter
- ☒ Community Point of Distribution
- ☒ Volunteer Reception Center; and

WHEREAS, a "Facility of Opportunity" is defined as a location that is not typically designed or designated as an emergency response site but is temporarily utilized during a crisis as a makeshift or improvised facility for emergency purposes; and

WHEREAS, the parties desire to designate the Property to be a Facility of Opportunity, and to use the Property as the same in the event of an emergency.

NOW, THEREFORE, the City and Grove Church agree as follows:

MEMORANDUM

1. Purpose. The purpose of this Memorandum is to define the relationship between the City and Grove Church during an emergency. Specifically, Grove Church acknowledges the intent for the Property to serve as a Facility of Opportunity. For the purposes of this Memorandum, "emergency" shall be considered an event or disaster that reasonably necessitates the provision of relief services to residents, and shall include but not be limited to: earthquakes, floods, landslides, terrorist attacks, or fires.

2. Term and Termination.

The term of this Memorandum will be for five (5) years unless either party terminates it earlier by providing the other forty-five (45) days advance written notice.

3. Use of Property.

- a. The City may access and utilize the Property as a Facility of Opportunity in the event of an emergency. The Mayor or other City official involved in the response can determine that an emergency exists necessitating the use of the Property. Use of the Property may be coordinated through City's Emergency Operations Center (EOC) if it is activated.

Such use of the Property shall include the interior of buildings, surrounding exterior areas, and the facilities/equipment located therein, such as:

- i. Office equipment (including telephones, fax machines, computers, internet access, copy machines, and printers)
- ii. Furniture (including tables, chairs, desks, cots, wheelchairs, and dollies)
- iii. Building amenities (including restrooms, cafeterias, water fountains, and custodial supplies)
- iv. Meeting spaces (including offices and conference rooms)
- v. Parking spaces for City employees, responders, and volunteers

The parties understand that the City's use of the Property as a Community Point of Distribution may involve the following:

- i. Parking and unloading of supply trucks
 - ii. Setting up tables, canopies, and temporary storage for supplies
 - iii. Establishing driving lanes by use of traffic cones
 - iv. Setting up dumpsters for refuse collection
 - v. Setting up portable restrooms
 - vi. Establishing an outdoor waiting area
 - vii. Setting up mobile light towers and/or signage
 - b. The parties agree that the City may use the Property as a Facility of Opportunity for as long as is reasonably necessary to respond to the emergency.
 - c. The City may also access and utilize the Property for training and exercises upon request. Requests will be made at least two (2) months in advance and trainings or exercises will be held at a time that is agreeable for both parties.
4. Access. In the event of an emergency, the parties agree that the City may access the Property upon 2 hours' notice to Grove Church. Grove Church will then arrange for access to the facility.
 5. Grove Church Points of Contact. Grove Church will designate one primary and one backup point of contact. These points of contact will all have access to the Property and be able to open/unlock any buildings. In the event the City needs to utilize the Property as a Facility of Opportunity, it will attempt to first contact the primary contact, however if it is unable to

reach that contact the City may instead contact the backup contact. Grove Church understands that the City may reach out at any hour of day or night and any day of the year.

a. Primary Point of Contact:

Teresa Kerr

b. Backup Contact(s):

Aaron Denn
Curtis Harrel

6. City Point of Contact. The City's point of contact for this Memorandum shall be:

Emergency Management Officer
501 Delta Avenue
360-363-8096

7. Plans. The City may have or in the future develop a plan that will outline the City's intended use of the Property (for the purposes of this Section, the "Plan"). If the City does develop such a Plan, then the City will provide a draft of the Plan to Grove Church so that it can provide any input, recommendations, or concerns to the City, and the City will attempt to develop a Plan that is acceptable to both parties.
8. City Obligations. In the event the Property is utilized as a Facility of Opportunity during an emergency, the City will ensure the reimbursement or replacement to Grove Church for any food, supplies, utilities, or other such items that are used by the City. The City will additionally ensure that any post-emergency cleanup is performed to return the Property to substantially the same condition it was in prior to its use. The City will be responsible for providing staffing for the Facility of Opportunity which may or may not involve Grove Church staff/volunteers.
9. Storage of City Materials. The parties agree that the City may store supplies on the Property that will contain materials necessary to set up and operate the site in its agreed upon use. The City will place the supplies in a location that is acceptable to Grove Church.
10. Indemnification. The City shall defend, indemnify, and hold Grove Church harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the exercise of the City's rights described by this memorandum, except for injuries and damages caused by the negligence or misconduct of Grove Church.
11. Notices. Except for notice to access the Property as described in in Section 4, which may be provided in person, telephonically, by electronic mail, or by any other means reasonably

calculated to provide notice, any notice or other communication required or permitted in this Memorandum will be in writing and will be deemed to have been made either (1) when delivered personally to the party to whom it is directed (or any officer or agent of such party); (2) upon being deposited in the United States' mail, postage prepaid, return receipt requested, and properly addressed to the other party; or (3) upon delivery by electronic mail. Either party may change their contact information by providing written notice to the other party.

12. Recitals. The recitals will be incorporated into and be considered a part of this Memorandum.

IN WITNESS WHEREOF, the parties have executed this memorandum as of the last date written below.

Grove Church:


By: Aaron Denn

2/15/24
Date

Its: Business/Admin Pastor

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Approved as to form:

Jon Walker, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 11, 2024

SUBMITTED BY: Emergency Preparedness Manager Sarah Lavelle, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Facility of Opportunity MOU - Marysville WA Foursquare Church

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Facility of Opportunity Memorandum of Understanding with Marysville WA Foursquare Church.

SUMMARY: This MOU addresses the use of facilities in the event of an emergency. These "facilities of opportunity" are locations that may be used during a crisis for emergency purposes such as an emergency shelter, community point of distribution, volunteer reception center, or family/friends reception center.

ATTACHMENTS:

[Facility of Opportunity MOU_Marysville Foursquare Church_signed.pdf](#)

Memorandum of Understanding

This Memorandum of Understanding (“Memorandum”) is entered into by and between the City of Marysville (the “City”) and the International Church of the Foursquare Gospel dba Marysville WA Foursquare Church (“Marysville WA Foursquare Church”) as of the last signature date below.

RECITALS

WHEREAS, the City desires to designate certain facilities in the City to be used in the event of a disaster or emergency; and

WHEREAS, International Church of the Foursquare Gospel dba Marysville WA Foursquare Church owns and operates the property located at 11911 State Avenue, Marysville WA 98271 (the “Property”); and

WHEREAS, the Property is ideally suited to be a Facility of Opportunity and may be used in the event of an emergency as a/an:

- ☒ Family and Friend Reception Center (reunification)
- ☒ Emergency Short-Term Shelter
- ☒ Community Point of Distribution
- ☒ Volunteer Reception Center; and

WHEREAS, a “Facility of Opportunity” is defined as a location that is not typically designed or designated as an emergency response site but is temporarily utilized during a crisis as a makeshift or improvised facility for emergency purposes; and

WHEREAS, the parties desire to designate the Property to be a Facility of Opportunity, and to use the Property as the same in the event of an emergency.

NOW, THEREFORE, the City and Marysville WA Foursquare Church agree as follows:

MEMORANDUM

1. Purpose. The purpose of this Memorandum is to define the relationship between the City and Marysville WA Foursquare Church during an emergency. Specifically, Marysville WA Foursquare Church acknowledges the intent for the Property to serve as a Facility of Opportunity. For the purposes of this Memorandum, “emergency” shall be considered an event or disaster that reasonably necessitates the provision of relief services to residents, and shall include but not be limited to: earthquakes, floods, landslides, terrorist attacks, or fires.

2. Term and Termination.

The term of this Memorandum will be for five (5) years unless either party terminates it earlier by providing the other forty-five (45) days advance written notice.

3. Use of Property.

- a. The City may access and utilize the Property as a Facility of Opportunity in the event of an emergency. The Mayor or other City official involved in the response can determine that an emergency exists necessitating the use of the Property. Use of the Property may be coordinated through City's Emergency Operations Center (EOC) if it is activated.

Such use of the Property shall include the interior of buildings, surrounding exterior areas, and the facilities/equipment located therein, such as:

- i. Office equipment (including telephones, fax machines, computers, internet access, copy machines, and printers)
- ii. Furniture (including tables, chairs, desks, cots, wheelchairs, and dollies)
- iii. Building amenities (including restrooms, cafeterias, water fountains, and custodial supplies)
- iv. Meeting spaces (including offices and conference rooms)
- v. Parking spaces for City employees, responders, and volunteers

The parties understand that the City's use of the Property as a Community Point of Distribution may involve the following:

- i. Parking and unloading of supply trucks
- ii. Setting up tables, canopies, and temporary storage for supplies
- iii. Establishing driving lanes by use of traffic cones
- iv. Setting up dumpsters for refuse collection
- v. Setting up portable restrooms
- vi. Establishing an outdoor waiting area
- vii. Setting up mobile light towers and/or signage

- b. The parties agree that the City may use the Property as a Facility of Opportunity for as long as is reasonably necessary to respond to the emergency.
- c. The City may also access and utilize the Property for training and exercises upon request. Requests will be made at least two (2) months in advance and trainings or exercises will be held at a time that is agreeable for both parties.

4. Access. In the event of an emergency, the parties agree that the City may access the Property upon 2 hours' notice to Marysville WA Foursquare Church. Marysville WA Foursquare Church will then arrange for access to the facility.

5. Marysville Foursquare Church Points of Contact. Marysville WA Foursquare Church will designate one primary and one backup point of contact. These points of contact will all have access to the Property and be able to open/unlock any buildings. In the event the City needs to utilize the Property as a Facility of Opportunity, it will attempt to first contact the primary contact, however if it is unable to reach that contact the City may instead contact the backup

contact. Marysville WA Foursquare Church understands that the City may reach out at any hour of day or night and any day of the year.

a. Primary Point of Contact:

Krista Adams

b. Backup Contact(s):

Aaron Thompson

Kelli Brazell

6. City Point of Contact. The City's point of contact for this Memorandum shall be:

Emergency Management Officer
501 Delta Avenue
360-363-8096

7. Plans. The City may have or in the future develop a plan that will outline the City's intended use of the Property (for the purposes of this Section, the "Plan"). If the City does develop such a Plan, then the City will provide a draft of the Plan to Marysville WA Foursquare Church so that it can provide any input, recommendations, or concerns to the City, and the City will attempt to develop a Plan that is acceptable to both parties.
8. City Obligations. In the event the Property is utilized as a Facility of Opportunity during an emergency, the City will ensure the reimbursement or replacement to Marysville WA Foursquare Church for any food, supplies, utilities, or other such items that are used by the City. The City will additionally ensure that any post-emergency cleanup is performed to return the Property to substantially the same condition it was in prior to its use. The City will be responsible for providing staffing for the Facility of Opportunity which may or may not involve Marysville WA Foursquare Church staff/volunteers.
9. Storage of City Materials. The parties agree that the City may store supplies on the Property that will contain materials necessary to set up and operate the site in its agreed upon use. The City will place the supplies in a location that is acceptable to Marysville WA Foursquare Church.
10. Indemnification. The City shall defend, indemnify, and hold Marysville WA Foursquare Church harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the exercise of the City's rights described by this

memorandum, except for injuries and damages caused by the negligence or misconduct of Marysville WA Foursquare Church.

11. Notices. Except for notice to access the Property as described in in Section 4, which may be provided in person, telephonically, by electronic mail, or by any other means reasonably calculated to provide notice, any notice or other communication required or permitted in this Memorandum will be in writing and will be deemed to have been made either (1) when delivered personally to the party to whom it is directed (or any officer or agent of such party); (2) upon being deposited in the United States' mail, postage prepaid, return receipt requested, and properly addressed to the other party; or (3) upon delivery by electronic mail. Either party may change their contact information by providing written notice to the other party.

12. Recitals. The recitals will be incorporated into and be considered a part of this Memorandum.

IN WITNESS WHEREOF, the parties have executed this memorandum as of the last date written below.

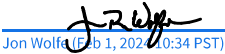
International Church of the Foursquare Gospel dba
Marysville WA Foursquare Church:



By: Andrew Nakamura
Its: Assistant Corporate Secretary

February 1, 2024

Date



By: Jon R. Wolfe
Its: Property Advisor

Date

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Approved as to form:

Jon Walker, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 11, 2024

SUBMITTED BY: Assistant Parks Director Dave Hall, Parks, Recreation & Culture

ITEM TYPE: Award Funding

AGENDA SECTION: **Consent**

SUBJECT: Marysville Human Services Grant

SUGGESTED ACTION: Recommended Motion: I move to approve the Marysville Human Services Grant.

SUMMARY: The City of Marysville received 17 applications for the Human Services Grant with a total funding request of \$693,426. The selection committee used a rating tool to rate each submission. The committee recommends funding 10 agencies (The Salvation Army, The Marysville Food Bank, LINC NW, Saint Vincent de Paul, The Grove Church (Community Dinner), Interfaith Association of NW Washington, Cocoon House, Senior Services of Snohomish County, Eagle Wings disAbility Ministries and The Grove Church (Back to School Bash)) totaling \$200,000.

ATTACHMENTS:
[Funding_Recommendation.pdf](#)

Funding Recommendation

1. Salvation Army	\$35,000
2. Marysville Food Bank	\$35,000
3. LINC NW	\$33,500
4. Saint Vincent de Paul	\$30,000
5. The Grove Church, Community Dinner	\$20,000
6. Interfaith Assoc. of NW WA	\$15,000
7. Cocoon House	\$15,000
8. Senior Services of Snohomish County	\$ 6,500
9. Eagle Wings disAbility Ministries	\$ 5,000
10. The Grove Church, Back to School Bash	\$ 5,000
Total	\$200,000

Salvation Army – Emergency Assistance Program

Grant funds will be dispersed through The Salvation Army's Marysville Community Center. All funds will be used in the following manner:

Short- and long-term temporary shelter while helping families/individuals set goals and working with them to transition into permanent, sustainable housing.

Rent assistance to prevent evictions.

Utility assistance to prevent service shut off.

Administrative costs in support of the program including providing cases management services:

Helping clients transition into permanent housing.

Partnering with local agencies/organizations to make appropriate referrals for treatment and domestic violence assistance.

Assisting with employment readiness.

Assisting with acquisition of necessary proof of benefits and identification cards.

Overseeing daily community meals including sack lunches Monday-Friday, hot breakfast Tuesday and Thursday, and hot dinner Wednesday and Sunday.

Marysville Food Bank – Food for Thought Backpack Program

The MCFB operates the Food For Thought Backpack Program for the students in both the Marysville and Lakewood School Districts. We are currently serving over 750 children each week through school counselor identifications. Each school week we provide a weekend bag of food with servings of fruit, soup, mac & cheese, canned proteins, juices, milk, oatmeal, snacks, yogurt, and ready to eat meals.

LINC NW – Mental Health Support Services

LINC NW has partnered with a local therapist to provide high-quality, licensed care to clients needing support with depression, anxiety, substance use disorder, and other behavioral health challenges. Our clinician is ready to begin meeting with clients and supervising others to provide services at both our office locations and through a HIPPA-compliant telehealth program for virtual visits. They would work to ensure that client needs are met at a location suitable to their level of transportation.

Saint Vincent de Paul – Community Services

The St. Mary and St. Anne Conference of the Society of Saint Vincent de Paul strives to provide assistance to each and every caller based on their individual needs. We fill a gap that other agencies cannot. No work of charity is foreign to our Conference.

These services include:

Rent and utilities assistance.

Medical assistance, e.g., durable equipment, prescriptions, eyeglasses, hygiene items, and other as needed.

Basic assistance, e.g., food vouchers, clothing vouchers, cell phone bills, gasoline, propane for cooking and heat, car repair, bus fare, and other as needed.

The Grove Church – Neighborhood Community Dinner

The Neighborhood is a ministry of the Grove Church and was started by staff and volunteers in an effort to help our community with meeting tangible, relational and spiritual needs. We understand and have an earnest desire to help the many struggling families, isolated individuals, senior citizens, homeless and people forgotten by most of society in our city. The goal of the community meal is to form and strengthen healthy relationships, encourage the hearts of people and provide assistance in the form of hot meals. Our community dinners are actively addressing a number of challenges in Marysville. First, we are providing weekly hot meals, and leftovers in takeaway boxes when available, at no cost to the attendees. We have gained a reputation for quality, hearty and generous meals and always give away all leftover food. Many people take meals home to house-bound family members who are unable to attend but benefit greatly from the meal. For a while we shuttled in senior citizens from two different housing communities twice a month, which for many seniors is their best meal of the week and their only social interaction. We have families with single parents who come regularly and appreciate the meals and the food. Our dinners provide a safe and positive environment for community building over the shared meal with lively conversations, laughter and the friendliness of our volunteers and team.

Interfaith Assoc. of NW WA - Miracle House Scattered Shelter Site

The Miracle House shelter location accommodates up to 2 families with children at a time, and will help at least 8 families each year. This location has been operational for approx. 4 years now, and has demonstrated a strong track record of success. At Miracle House, families received emergency shelter for up to 90 days, basic needs services, resources and support for healthy living and employment success, access to the Children's Program that helps children stay on top of schoolwork, substance use and mental health case management, and Rapid Rehousing case management to locate and achieve permanent housing. This grant application is specifically requesting \$15,000 toward case management for family clients at Miracle House. Our case managers work closely with families to develop unique and customized pathways to housing stability and financial independence. This strengths-based approach reflects a family's particular situation, barriers to housing, and obstacles. Case Managers check in on clients to monitor progress toward co-established goals, provide resources and support as needed, and also connect clients with local opportunities and resources to help them quickly exit homelessness and achieve housing stability. Miracle House has its own dedicated case manager, and the total staffing and operating cost for this location is approx. \$43,420 per year. By supporting this role, the City of Marysville will be making a valuable investment in tackling the local family homelessness crisis, while also partnering with a proven program that delivers results: 78% of all Interfaith Family Shelter clients achieve permanent housing by the end of the 90-day program, and 92% of them are still housed a year later. This demonstrates the effectiveness and sustainability of our shelter-and-rehousing program, as well as its ability to deliver long-standing results that truly address the root of family homelessness in our community.

Cocoon House – Cocoon House Outreach

Cocoon House will provide outreach and community-based case management services to Marysville youth and young adults (ages 12-24) who are experiencing or at-risk of homelessness. Services will be provided within the City of Marysville. At least eighty (80) young people will be contacted and offered services and referrals. At least fifteen (15) young people contacted will be enrolled in ongoing case management. Cocoon House will provide basic needs items to clients, including food, clothing, and hygiene items as well as assistance covering costs associated with goals (e.g. cost of obtaining ID or birth certificate, GED testing fees, etc.). All services will be provided with the goal of meeting client needs in the four core areas of housing, education and employment, wellness, and permanent connections. Outreach: Cocoon House staff will engage with at least eighty (80) youth and young adult residents of Marysville. Young people will be offered services appropriate to their unique situation, including referrals to programs offered by Cocoon House and other providers, connections to community resources, food and other basic needs items. Cocoon House will utilize our existing relationships with Marysville School District and providers in Marysville to identify and reach youth in need. Case Management: At least fifteen (15) youth and young adults will enroll in case management. Young people who choose to engage in ongoing case management will partner with Cocoon House staff to identify needs and resources, connect to services, and work toward goals in the four core outcome areas listed above. Case management consists of one-on-one meetings, supported referrals, setting and tracking progress on goals, and the provision of aftercare services. The pace and goals of case management are led by the young person. Typically, case management meetings occur at least once a week.

Senior Services of Snohomish County – Aging and Disability Resources

Homage is the most comprehensive non-profit service provider for older adults in Snohomish County, serving our neighbors for 50 years. We provide direct services such as nutrition services, home repair, mental health, and rural transportation, but also can help with referrals to other agencies and assistance with signing up for programs like Medicare/Medicaid and food assistance. For this project, a Homage Aging and Disabilities Resource (ADR) Specialist will meet with clients who come to the Marysville Community Center during scheduled biweekly ADR visits. (Kristen Rasmussen at Marysville Parks, Culture and Rec has expressed interest in this program.) ADR staff will determine with the client which resources would be most useful to help them maintain their independence. The ADR specialist can then make referrals to the programs the client chooses and assist with completing the appropriate paperwork and applications required for enrollment. We know that finding appropriate services and understanding eligibility requirements can be complicated and frustrating and we are here to ensure each client can successfully connect to these resources.

Eagle Wings disAbility Ministries – Community Service Events

We will prepare and plan a big emergency preparedness event on or around June 1, 2024. Since this is our first attempt, we will accept 300 guests with disAbilities, plus their caregivers. We have secured a donated venue, and have already met with the City as well as the Fire Department, Red

Cross, FIMA and volunteers. We have invited the Marysville Fire department and PD to bring their emergency vehicles (similar to Touch A Truck) to familiarize our public servants with this population and vice-versa. Additionally, caregivers will have opportunities to become aware of trainings provided by these various organizations. After spending time with emergency vehicles and photo ops, guests with disAbilities will get dinner, and then walk around filling their backpacks, creating their own emergency kits. Caregivers can sign up for emergency classes etc. It is the goal that every household resident with special needs will complete a File of Life record for their refrigerator so that paramedics can easily assist this population in an emergency. The second project will provide 3 classes for adult students: Cooking, (ASL) American Sign Language, and community based art.

The Grove Church – Back to School Bash

Though our back to school bash covers so many different aspects of getting ready for the school year. The funding we are asking for in this grant will be used specifically to cover hygiene items (shampoo, conditioner, body wash, dental items, feminine products, etc). It will also help cover any lice treatments that are found to be needed by the families. Every year we purchase all these items and they are gone within the first hour. The need for basic hygiene and lice removal is huge and this year we want to have enough for everyone.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 11, 2024
SUBMITTED BY:	Engineering Coordinator Laurie Barbosa, Public Works
ITEM TYPE:	Agreement
AGENDA SECTION:	Consent
SUBJECT:	Professional Services Agreement with Transpo Group USA, Inc. for the design of the 67 th Ave NE & 52 nd St NE Intersection Improvements
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the Professional Services Agreement with Transpo Group USA, Inc. for design of the 67 th Ave NE & 52 nd St NE Intersection Improvements.
SUMMARY:	The 67th Ave NE & 52nd St NE Intersection Improvements project will construct a signal at the existing all-way stop intersection. The City received a \$240,000.00 federal grant towards the design of the improvement. Council approved the funding agreement on June 12th, 2023. The City advertised a Request for Proposals in July 2023, requesting that firms submit written proposals stating their qualifications to provide consultant services related to this project. The City received proposals from one (1) firm, conducted a formal interview, and selected Transpo Group as a qualified firm for the project. The attached Professional Services Agreement (PSA) will provide the City with design, permitting and preliminary right-of-way services for the project. It is staff's opinion that the negotiated fee of \$374,256.05 is fair and consistent with industry standard. The total cost to the City, after applying the grant funds, is \$134,256.05.

ATTACHMENTS:
[Contract - 67th Ave NE & 52nd St NE Intersection Improvements.pdf](#)

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: R2305

Firm/Organization Legal Name (do not use dba's): Transpo Group USA, Inc.	
Address 12131 113th Ave NE, Suite 203, Kirkland, WA 98034	Federal Aid Number STBGUL-9931(025)
UBI Number 603 258 009	Federal TIN or SSN Number 91-6001459
Execution Date	Completion Date 11/30/2026
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No
Project Title 67th Ave NE & 52nd St NE Intersection Improvements	
Description of Work Transpo Group USA, Inc. (Transpo) will provide engineering services to the City of Marysville for the design of improvements associated with the 67th Avenue NE & 52nd Street NE intersection. This includes the design of a new traffic signal and associated illumination, re-channelization of the intersection, and construction/reconstruction of curb ramps to meet current Americans with Disabilities Act (ADA) standards, if necessary. Transpo will lead and work in coordination with our subconsultants to provide a consistent overall project design across engineering disciplines. Transpo's team, inclusive of subconsultants, is referred to as the "Consultant" in the attached Exhibit A - Scope of Services.	
☒ Yes HWA ☒ Yes RES ☒ Yes RES, HWA ☐ Yes	☐ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☒ No SBE Participation Total Amount Authorized: \$374,256.05 Management Reserve Fund: \$0.00 Maximum Amount Payable: \$374,256.05

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: R2305

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Marysville hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

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Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Nick Loutsis
 Agency: City of Marysville
 Address: 501 Delta Ave
 City: Marysville State: WA Zip: 98270
 Email: nloutsis@marysvillewa.gov
 Phone: 360-363-8105
 Facsimile:

If to CONSULTANT:

Name: Chris Cavallo
 Agency: Transpo Group USA, Inc.
 Address: 12131 113th Ave NE, Suite 203
 City: Kirkland State: WA Zip: 98034
 Email: chris.cavallo@transpogroup.com
 Phone: 425-821-3665
 Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Nick Loutsis
 Agency: City of Marysville
 Address: 501 Delta Ave
 City: Marysville State: WA Zip: 98270
 Email: nloutsis@marysvillewa.gov
 Phone: 360-363-8105
 Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

DocuSigned by:

Ryan Peterson

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Signature

2/29/2024

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

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Exhibit A Scope of Work

Project No.

see attached

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Exhibit A – Scope of Work

Client Name:	City of Marysville		
Project Name:	67th Ave NE & 52nd St NE Intersection Improvements		
Exhibit Dated:	January 22, 2024	TG:	1.23256.00

Scope of Services

Transpo Group (CONSULTANT) will provide engineering services to the City of Marysville (CLIENT) for the 67th Avenue NE & 52nd Street NE Intersection Improvements project (PROJECT). The work to be performed consists of engineering and preparing final plans, specifications, and estimates (PS&E) for improvements at the intersection of 67th Avenue NE & 52nd Street NE in Marysville, WA. The proposed improvements generally include:

- Roadway widening
- Sidewalks, curbs and gutters, and curb ramps
- Traffic signal system and intersection illumination
- Channelization to provide a left-turn lane and bike lanes for each approach.
- Pavement markings
- Stormwater drainage improvements

Key Assumptions

- The project includes federal funding.
- The CONSULTANT will lead coordination with Washington State Department of Transportation (WSDOT).
- All deliverables will be provided electronically via PDF and in their original file format.
- All readily available base mapping data for the project limits such as aerial photos, Geographic Information System (GIS) data, and as-built drawings will be provided by the CLIENT.
- Neither 67th Avenue NE nor 52nd Street NE are state routes.
- Roadway widening, sidewalk/curb/gutter, and stormwater drainage improvements will only be required on the east side of the north leg (67th Avenue NE) and the north side of the east leg (52nd Street NE).
- Final improvements on the east leg will tie into existing frontage improvements (approximately 400-ft east of the intersection).
- Final improvements on the north leg will terminate where proposed roadway widening ends (approximately 375-ft north of the intersection).
- Water, sewer, and gas utilities will not be impacted. Impacts, if any, are anticipated to be minor adjustments to grade and will not require any horizontal adjustments.
- Overhead utilities which are impacted by project improvements will not be undergrounded.
- Improvements will result in 5,000 sq-ft or less of new impervious surfaces.

Design Criteria

Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following:

1. City of Marysville, “Engineering Design & Development Standards” (EDDS)
2. WSDOT, “Design Manual”
3. Federal Highway Administration (FHWA) and WSDOT, “Manual on Uniform Traffic Control Devices for Streets and Highways”
4. AASHTO 2018, “A Policy on Geometric Design of Highways and Streets.”
5. City of Marysville Municipal Code (MMC)
6. Stormwater Management Manual for Western Washington (SWMM)



TASK 1 Project Management / Meetings

Project Management

The CONSULTANT shall provide direction to staff and review of their work over the course of the project. This task includes preparing monthly progress reports including the status of work elements.

Periodic monitoring of the project budget will occur over the course of the project. This task is intended to help monitor costs and budgets, and to propose corrective actions. These actions could include formal requests for budget increases, or scope modifications or reductions.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. This information will be filed to facilitate ready and selective retrieval.

Subconsultant Coordination

Direction of the subconsultants and review of their work over the course of the project shall be provided by the CONSULTANT. This task includes reviewing the status of individual work elements completed by subconsultants, reviewing the subconsultant monthly progress reports, and the planning of future work items.

The following subconsultants are anticipated to be used on this project:

- MacKay Sposito (MacKay) – stormwater engineering, environmental, survey
 - ASM Affiliates – archaeological survey and reporting
 - Michael Minor & Associates (MM&A) – noise analysis
 - NV5 – hazardous materials analysis
- HWA GeoSciences, Inc. (HWA) – geotechnical engineering
- RES Group Northwest, LLC (RES) – right of way

Monthly Progress Reports and Invoices

Monthly progress reports and invoices shall be prepared by the CONSULTANT and shall include work performed during the billing period. These progress reports and invoices shall also include subconsultant work. Each month's progress report and invoice shall be submitted together to the CLIENT.

Coordination Meetings

The CONSULTANT shall prepare for and attend coordination meetings during the length of the project. These meetings will be the forums for the CLIENT and other stakeholders to provide input and guidance for the direction of the PROJECT. They will also be used to discuss PROJECT issues, approve submittals, and develop potential solutions.

Task 1 Assumptions

- *The duration of the PROJECT is estimated to be 34 months.*
- *Coordination meetings will be held remotely using Microsoft Teams.*
- *Coordination meetings will have an estimated duration of 1 hour each.*
- *The CONSULTANT will attend 14 coordination meetings.*
- *MacKay will attend 14 half-hour coordination meetings.*
- *HWA will attend 2 coordination meetings.*
- *RES will attend 2 coordination meetings.*
- *The CONSULTANT, MacKay, HWA, and RES will attend 1 project kick off meeting.*
- *The schedule updates will occur at the 30% submittal and the permit submittal.*

Task 1 CONSULTANT Deliverables

- *Monthly progress reports and invoices*
- *Project schedule updates (2 total)*



- *Coordination meeting agendas and meeting minutes*
- *Project kick off meeting agenda and meeting minutes*

Task 1 CLIENT Responsibilities

- *Attend meetings.*

TASK 2 Data Collection and Analysis

This task will provide the basis for confirming existing issues and constraints at the intersection. It will include gathering available data.

SUBTASK 2.1 – Site Visit

A site visit will be attended with the CLIENT to walk the project area, review existing site conditions, discuss CLIENT concerns, and assess potential solutions.

Subtask 2.1 Assumptions

- *The site visit duration will be approximately 2 hours.*
- *The CONSULTANT, MacKay, and HWA will attend the site visit.*

Subtask 2.1 CONSULTANT Deliverables

- *Attend site visit.*

Subtask 2.1 CLIENT Responsibilities

- *Attend site visit.*

SUBTASK 2.2 – Topographic Survey

Topographic surveying base map will be prepared to the extents as shown in the attached Survey and Environmental Limits Exhibit. Survey extents will generally include the full right-of-way width at the intersection, east half of the roadway for the north leg, and north half of the roadway for the east leg. The topographic survey will be supplemented with an aerial image.

Survey extents beyond the right of way are generally anticipated to be as follows:

- Parcel 30053500201200 (6721 52nd Street NE)
 - From south property line to 25-ft north
 - From west property line to 35-ft east
- Parcel 30053500201900 (No address)
 - From west property line to 35-ft east
- Parcel 00814200002100 (5205 66th Drive NE)
 - From south property line to 10-ft north
 - From east property line to 10-ft west

The base map will include sufficient ground data to generate a 1-foot contour interval and will incorporate right-of-way/property lines, structures, curb ramps, sidewalks, utilities, drainage structures/inlets, traffic signals, street signs, landscape areas and trees, and other pertinent features within the proposed mapping limits. Utility locate services will be notified to arrange to have the locations of existing utilities surface marked and these locations as marked will be incorporated into the base mapping. Overhead utility line heights will be measured at the northwest, southwest, and southeast corners of the intersection. The CONSULTANT is not responsible for the accuracy or timeliness of the markings provided by others. A search for survey monuments will be completed and Department of Natural Resources (DNR) Permits to Destroy and a Remonumentation Record of Survey will be filled if any monuments are at risk of being disturbed or destroyed during construction.

Subtask 2.2 Assumptions



- *Horizontal and Vertical Datum will be based on Horizontal = Washington State Plane Coordinate System NAD 83 and Vertical = NAVD 88.*
- *Underground utility locating service fees will be charged as a reimbursable expense to the CLIENT.*
- *Right-of-entries from private property owners needed to complete this subtask will be provided by the CLIENT.*
- *Utility inverts within the active roadway will not be provided.*
- *Pre and Post Construction Records of Survey are not included in this task.*
- *DNR Permits to Destroy and Remonumentation Record of Survey as required by RCWs (Revised Code of Washington) 58.24.030 and 58.24.040 are only necessary if construction will disturb or cause destruction of any existing survey monuments.*
- *The CLIENT will provide aerial imagery for the project location. If aerial imagery from the CLIENT is unavailable, existing available aerial imagery from Google Maps, Bing Maps, or similar, will be used. The imagery will be used as-is; the CONSULTANT will not be required to trace and/or recreate existing features from the aerial imagery for incorporation into the topographic survey cad. The CONSULTANT is not responsible for the accuracy of the aerial imagery.*

Subtask 2.2 CONSULTANT Deliverables

- *Topographic survey map (PDF format)*
- *AutoCAD 2020 CAD file*
- *DNR Permits to Destroy (if needed, assumes 1 monument)*
- *Remonumentation Record of Survey (if needed)*

Subtask 2.2 CLIENT Responsibilities

- *Provide list of utility companies within the existing right-of-way.*
- *Provide as-builts for project limits, if available.*
- *Provide right-of-entries.*
- *Recording of Remonumentation Record of Survey.*
- *Provide aerial imagery of the project area that can be used to supplement the topographic survey, if available.*

SUBTASK 2.3 – Right-of-Way Plan, Exhibits, and Legal Descriptions

The purpose of the right-of-way plan task is to properly delineate the additional right-of-way that needs to be acquired to complete this project. The CONSULTANT will provide legal descriptions and exhibits for the acquisition of right-of-way and temporary construction easements. Survey monuments will be set to delineate the new right-of-way.

Subtask 2.3 Assumptions

- *Right-of-Way will only be acquired from parcels:*
 - *30053500201200 (6721 52nd Street NE)*
 - *30053500201900 (No address)*
 - *00824100001200 (5115 66th Drive NE)*
 - *00814200002100 (5205 66th Drive NE)*
- *Right-of-Way acquisitions will require new survey monuments to be set and a Record of Survey to be filed.*
- *Right-of-Way acquisitions and/or easements will not be staked in the field.*
- *Temporary construction easements will only be required from parcels:*
 - *00814200002100 (5205 66th Drive NE)*

Subtask 2.3 CONSULTANT Deliverables

- *Legal descriptions and exhibits for right-of-way acquisitions (up to four).*
- *Legal descriptions and exhibits for temporary construction easements (up to one).*

- *A Record of Survey showing the right-of-way acquisition to be filed at the County per Revised Code of Washington (RCW) 58.09.*

Subtask 2.3 CLIENT Responsibilities

- *Provide title reports for all affected properties.*

SUBTASK 2.4 – Geotechnical Field Investigation and Analysis

The CONSULTANT will provide the following geotechnical services:

- Review readily available published literature and in-house files regarding soil and groundwater conditions in the project vicinity.
- Develop a traffic control plan for a geotechnical field investigation along the project alignment.
- Obtain a right-of-way permit from the CLIENT prior to performing a geotechnical field investigation within the right-of-way.
- Arrange for underground utility location (“Call before you dig”) prior to performing field activities.
- Coordinate traffic control services for use during the geotechnical field investigation.
- Advance up to 3 exploratory boreholes utilizing the hollow-stem auger drilling method, along the project alignment to characterize soil and groundwater conditions. Each borehole will be advanced to a depth of 25 ft. Soil samples will be collected at regular intervals and the pavement section thickness at each exploration location will be noted. Upon completion of drilling, boreholes will be decommissioned in general accordance with the requirements of Washington Administrative Code (WAC) 173-160.
- Perform geotechnical laboratory tests on select soil samples. For cost estimating purposes, it is assumed that up to 6 moisture content determinations and 6 grain size analyses will be performed. Natural moisture content tests will be in general accordance with ASTM standard test method D2216, *Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass*. Grain-size analyses will be in general accordance with ASTM standard test method D6913, *Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis*.
- Complete a preliminary evaluation of the feasibility of the stormwater infiltration at the site based on textural classification.
- Complete geotechnical engineering analyses related to signal pole foundation support and roadway embankment construction.
- Prepare a geotechnical report that includes:
 - A site map showing the approximate locations of the explorations.
 - Summary boring logs and results of laboratory testing.
 - Recommended lateral soil bearing pressures for use in design of traffic signal foundations.
 - General recommendations for earthwork construction, including the suitability of site soil for use as structural fill, wet weather earthwork, subgrade preparation, fill placement and compaction, dewatering considerations, and temporary excavation shoring.
 - Embankment construction recommendations, including recommended permanent slope inclinations and an evaluation of roadway embankment settlement.
 - A preliminary evaluation of stormwater infiltration feasibility, based on grain size characteristics and HWA’s experience with similar soil conditions.

Subtask 2.4 Assumptions

- *The pavement section at the borehole locations will not need to be patched with hot-mix asphalt.*
- *Asphalt concrete pavement at the proposed exploration locations is not underlain by Portland cement concrete pavement (i.e., no concrete coring will be required).*
- *The field exploration program will be completed during daylight hours on normal business days (i.e., no weekend and/or night drilling will be required and no work hour restrictions when working with the City’s right-of-way).*



- *The CLIENT will provide a Right-of-way permit at no cost to the CONSULTANT.*
- *The planned explorations do not include an environmental site assessment, and the project site is assumed to be free of hazardous or contaminated materials.*
- *Pavement design recommendations will be provided by others, and HWA will not be requested to complete California bearing ratio (CBR) testing.*
- *Stormwater infiltration is considered infeasible. If the preliminary infiltration evaluation indicates that infiltration is feasible, an amendment will be required to develop a design infiltration rate.*
- *No retaining walls are proposed at the project site.*

Subtask 2.4 CONSULTANT Deliverables

- *Traffic control plan*
- *Right-of-way Permit application*
- *Draft geotechnical report*
- *Final geotechnical report*

Subtask 2.4 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*
- *Provide right-of-way permit.*

TASK 3 Environmental Permitting

SUBTASK 3.1 – Critical Areas Delineation and Report

The CONSULTANT will delineate wetland and water boundaries within the study area at the project site as shown in the attached Survey and Environmental Limits Exhibit and further described within this Subtask. The wetland delineation will be conducted in accordance with the methods described in the 1987 Corps of Engineers Wetland Delineation Manual (Environmental Laboratory 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coasts (Version 2.0) (USACE 2010). Field data will be collected on standardized wetland delineation data forms. Wetland boundaries and ordinary high-water marks (OHWM) will also be flagged with flags labeled alpha-numerically to designate a specific wetland and flag location. The OHWM will be delineated following the latest guidance from the Washington State Department of Ecology (Ecology) and U.S. Army Corps of Engineers Regulatory Guidance.

A critical areas assessment report will be prepared that includes sections detailing site conditions, methods used to delineate wetlands, description of on-site soils and water, and findings that include wetland classification and ratings. Wetland ratings will be determined for each delineated wetland using the Washington State Wetland Rating System for Western Washington. This document will be prepared to document wetland / waters boundaries and associated buffers to support critical areas permitting. The assessment report will also address fish and wildlife habitat critical areas.

Subtask 3.1 Assumptions

- *Routine methodology can be used to delineate on-site wetlands.*
- *The study area will encompass the full length of the project and be restricted to the right-of-way except where right-of-way acquisition or temporary construction easements are proposed or where prudent to obtain additional data to verify permitting requirements. The study area will be confirmed with the CLIENT prior to conducting fieldwork.*
- *Fieldwork to perform the on-site wetland delineation can be completed within 2 days each for two wetland scientists.*
- *Access to the site and site conditions will not prevent work from being completed in the allotted time. Rights-of-entry will be obtained by the CLIENT and will not require any landowner coordination for CONSULTANT staff.*
- *Up to three Western Washington rating forms for onsite wetlands are included.*
- *One site visit with regulatory agencies to confirm wetland boundaries is included.*
- *No violations have occurred to on-site wetlands.*

- *Geologic hazard, cultural resource, and critical aquifer recharge area documentation is not included in this subtask.*
- *The Critical Areas Delineation Report and Mitigation Bank Use Plan will be submitted to comply with the City of Marysville Municipal Ordinance. The CLIENT will pay all review fees.*
- *The project is not located within the jurisdictional limits of shorelines of the state.*

Subtask 3.1 CONSULTANT Deliverables

- *Draft Critical Areas Assessment Report*
- *Final Critical Areas Assessment Report*
- *Electronic data for wetland boundaries as a shapefile or other acceptable format.*

Subtask 3.1 CLIENT Responsibilities

- *Provide right-of-entries.*
- *Pay review fees.*
- *Review and provide comments on the deliverables.*

SUBTASK 3.2 – SEPA Checklist

The CONSULTANT will prepare a State Environmental Policy Act (SEPA) Checklist, as required by WAC 197-11-160. The checklist is required to demonstrate compliance with SEPA and identify whether the project has any significant environmental impacts.

Subtask 3.2 Assumptions

- *A determination of non-significance is expected. Documentation required for a determination of significance is not included.*
- *Up to four hours of public comment response is included.*
- *The CLIENT will be responsible for payment of all review fees.*

Subtask 3.2 CONSULTANT Deliverables

- *Draft SEPA Checklist*
- *Final SEPA Checklist*

Subtask 3.2 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*
- *Pay review fees.*

SUBTASK 3.3 – Section 401 and 404 Clean Water Act

We expect the project to comply with nationwide permit 14 (linear transportation projects) or 23 (approved categorical exclusions) and require a Joint Aquatic Resource Permit Application (JARPA). The CONSULTANT will prepare a JARPA application. A separate Mitigation Bank Use Plan will also be prepared under Subtask 3.4. The CONSULTANT will track review of the JARPA with the Corps and other agencies.

Subtask 3.3 Assumptions

- *The project will be permitted using one or more nationwide permits (NWP 14 [Linear Transportation Projects] and/or NWP 23 [Approved Categorical Exclusion]). If project impacts exceed thresholds for nationwide permits, a contract amendment will be required.*
- *The CLIENT will submit a Pre-Application Meeting Request to Ecology; individual 401 review by Ecology is expected. Coordination with Ecology to obtain the 401 Water Quality Certification is included.*
- *A Water Quality Monitoring Protection Plan (WQMPP) is not included because in-water work is not anticipated.*

Subtask 3.3 CONSULTANT Deliverables



- *Draft JARPA*
- *Final JARPA*
- *Draft WQMP (if the project is not pre-certified by Ecology)*
- *Final WQMP (if the project is not pre-certified by Ecology)*

Subtask 3.3 CLIENT Responsibilities

- *Submit a Pre-Application Meeting Request to Ecology*
- *Review and provide comments on the deliverables.*

SUBTASK 3.4 – Mitigation Bank Use Plan

The CONSULTANT will prepare a mitigation bank use plan to support purchase of mitigation bank credits from the Terrace Mitigation Bank for offsetting impacts to wetlands. The plan will be prepared in accordance with Using Credits from Wetland Mitigation Banks: Guidance to Permit Applicants on Submittal Contents for Bank Use Plans (Interagency Review Team 2022).

Subtask 3.4 Assumptions

- *Impacts to wetlands can be mitigated by purchasing mitigation bank credits.*
- *Credits will be available for use at Snohomish Basin Mitigation Bank at the time of the JARPA submittal. An out-of-service area request is not included.*
- *A mitigation plan and permittee-responsible mitigation will not be required.*
- *No monitoring is included in this task*

Subtask 3.4 CONSULTANT Deliverables

- *Draft mitigation bank use plan*
- *Final mitigation bank use plan*

Subtask 3.4 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*

SUBTASK 3.5 – NEPA Support

A Categorical Exclusion (CE) Documentation Form and supporting documentation will be required to comply with Federal Highway Administration (FHWA) requirements under the National Environmental Policy Act (NEPA). The CONSULTANT will prepare the CE Documentation Form and supporting documents. Anticipated supporting documents included in this task include an agricultural lands memorandum, environmental justice population presence documentation, and sole source aquifer checklist. The CONSULTANT will meet with CLIENT and WSDOT staff during the outset of the project to confirm the documentation needs for the project. The reports and memoranda will be based on the wetlands and stream assessment report, stormwater discipline report, online resources, and construction plans. The CONSULTANT will provide draft copies of all documents to the CLIENT for review. Upon making any necessary changes to the draft documents, the CONSULTANT will provide the final documents to the CLIENT for submittal to WSDOT and other agencies as appropriate.

Subtask 3.5 Assumptions

- *The CLIENT will participate in up to two (virtual) meetings with the City and WSDOT to discuss the project.*
- *Environmental justice will require minimal documentation; an environmental justice memo or more stringent reporting is not included.*
- *Documents will be prepared using WSDOT templates, as appropriate.*
- *The following disciplines will not require project-specific documentation outside of a brief description in the CE Form: air quality, Coast Guard, bald eagles, floodways/floodplains, 4(f), 6(f), rivers, and tribal lands.*
- *The hydraulic report, noise, cultural, critical areas, and endangered species act documentation required for CE will be prepared in other tasks/subtasks.*

Subtask 3.5 CONSULTANT Deliverables

- Draft CE Documentation Form and supporting documents
- Final CE Documentation Form and supporting documents

Subtask 3.5 CLIENT Responsibilities

- Review and provide comments on the deliverables.

SUBTASK 3.6 – Construction Stormwater General Permit

The CONSULTANT shall prepare the Preliminary Notice of Intent for the Construction Stormwater General Permit authorization application.

Subtask 3.6 Assumptions

- All annual permit renewal fees will be the responsibility of the CLIENT.
- Up to \$300 expense is included for public notice newspaper fees.
- The SWPPP for the project including best management practices and the erosion control plan will be prepared under another task/subtask.
- A site plan to meet Ecology's NOI submittal requirements will be provided under other tasks/subtasks.
- The City of Marysville will transfer stormwater permit coverage to the contractor once the construction contract is awarded.

Subtask 3.6 CONSULTANT Deliverables

- Preliminary Notice of Intent for the Construction Stormwater General Permit authorization application

Subtask 3.6 CLIENT Responsibilities

- Review and provide comments on the deliverables.
- Transfer stormwater permit coverage to the contractor.

SUBTASK 3.7 – Stormwater Pollution Prevention Plan (SWPPP)

The CONSULTANT will prepare a Stormwater Pollution Prevention Plan for project construction. Work will entail visually examining the site to document existing conditions and then preparing the SWPPP using the Washington State Department of Ecology template. The fieldwork required for this task will be conducted in conjunction with fieldwork required for other tasks/subtasks. The CONSULTANT will communicate with the CLIENT and design engineers via email or telephone to obtain the information necessary to complete the SWPPP. Ecology requires that the SWPPP include the project Grading and Erosion Control Plans (engineering drawings) and the stormwater sampling location(s) identified. Proposed Stormwater Best Management Practices (BMPs) will follow recommendations from Ecology for the given site-specific conditions of this project.

Subtask 3.7 Assumptions

- None.

Subtask 3.7 CONSULTANT Deliverables

- Draft SWPPP
- Final SWPPP

Subtask 3.7 CLIENT Responsibilities

- Review and provide comments on the deliverables.

SUBTASK 3.8 – Biological Assessment

The CONSULTANT will prepare a biological assessment (BA) to address potential adverse effects to federally listed fish species within the project action area. The BA format will follow the WSDOT BA template. All sections will be prepared as suggested in WSDOT's Biological Assessment Preparation for Transportation Projects: Advanced Training Manual. The CONSULTANT will communicate with project engineers to accurately describe the various elements of the project, identify avoidance and minimization measures, and assess impacts to stream, riparian, and wetland habitats. The CONSULTANT will communicate with local biologists, as needed, to obtain site-specific information regarding listed species and potential adverse effects.

Subtask 3.8 Assumptions

- *The CONSULTANT will address two rounds of comments / edits from WSDOT and one round of comments / edits from FHWA.*
- *No surveys for sensitive, threatened, or endangered species will be required.*
- *The project will result in No Effect to listed terrestrial species under the jurisdiction of the US Fish and Wildlife Service.*
- *The proposed project does not include in-water work.*
- *No changes in the project design will occur once the draft BA has been submitted to the CLIENT.*
- *All information on species presence and abundance, habitat quantity and quality, and watershed conditions can be obtained from available documents.*

Subtask 3.8 CONSULTANT Deliverables

- *Endangered Species Act Stormwater Design Checklist*
- *Draft Biological Assessment*
- *Final Biological Assessment*

Subtask 3.8 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*

SUBTASK 3.9 – Cultural Resource Survey

The CONSULTANT will conduct an archaeological survey and preparation of a final report. All services will be provided in accordance with the Washington State Department of Transportation (WSDOT) and Department of Archaeology and Historic Preservation (DAHP) guidelines, and managed by the CONSULTANT's archaeologists, architectural historians, and/or historians who exceed the Secretary of the Interior's Professional Qualification Standards.

Area of Potential Effect (APE) Memorandum – The CONSULTANT will prepare an area of potential effect (APE) memo for dissemination to WSDOT and DAHP defining the project extents and proposed archaeological field methods for the project.

Records/Title Search – Prior to the initiation of fieldwork, the CONSULTANT will conduct records searches of site forms and previous cultural resources reports on file at the DAHP, as well as archival review of other existing documentation that may be useful to determine cultural resources concerns or historical properties located within 1-mile of the project area. Library and online resources will also be consulted to check historic land survey and patent maps, topographic maps, and other pertinent historical documents.

Field Survey – Fieldwork will include an intensive survey to examine all exposed ground surfaces for archaeological resources. Subsurface excavation will be conducted using a systematic method to determine if unknown significant sites are present below the ground surface. The CONSULTANT will conduct subsurface excavations at regular intervals in accessible areas. Shovel test probe (STP) excavations will be used to determine the presence, extent, and structure of subsurface deposits, and assist in the determination of the nature of any identified site boundaries. If necessary, auger probes will be excavated at the base of STPs in areas where project excavation is planned to extend greater than three feet below surface. Sediment from excavations will be screened through ¼-in. hardware mesh. will be



documented on the CONSULTANT's forms, which include provenience location, artifact inventory, information on sediment type and color, termination depth, and general observations. The locations of excavations and all identified cultural resources will be documented with submeter accuracy global positioning systems (GPS) handheld devices and included on report quality figures within the technical report.

Technical Report/Memo Preparation – The CONSULTANT will prepare a technical report containing the requisite written documentation in compliance with the WSDOT and DAHP processes. The report will include a historic overview, methodology, survey findings, identification of known historical resources, recommended mitigation and/or provide recommendations for any further work required for compliance.

Subtask 3.9 Assumptions

- *A maximum of 30 STP excavations will be conducted for the fieldwork.*
- *No cultural resources will be identified within the project APE.*
- *If cultural resources are present within the study area an additional fee per resource would be required to cover the cost of documentation.*
- *Indirect impacts analysis is not required.*
- *NRHP evaluation, data recovery, and/or on-site monitoring for any cultural resources identified will be performed under a separate contract.*

Subtask 3.9 CONSULTANT Deliverables

- *APE Memo*
- *Technical memo*

Subtask 3.9 CLIENT Responsibilities

- *Provide right-of-entries.*

SUBTASK 3.10 – Noise Analysis

The CONSULTANT will perform a traffic noise analysis at the intersection of 67th Avenue NE and 52nd Street NE. The scope assumes that the project will not meet the thresholds for requirement of an FHWA Type 1 noise analysis, and only a supporting technical memorandum will be required.

The CONSULTANT will provide an initial analysis to confirm whether the project meets or does not meet the requirements for an FHWA Type 1 noise analysis. The initial analysis will be based on the guidelines presented in the current Federal-Aid Policy Guide, Subchapter H, Part 772, Procedures for Abatement of Highway Traffic Noise and Construction Noise (FHWA 2010) and the 2020 Traffic Noise Policy and Procedures (WSDOT 2020). The project will be reviewed to determine the level of noise analysis required under the FHWA and WSDOT policy. Under FHWA and WSDOT, only projects that are determined to be a Type 1 project are required to have a detailed noise study. If the project is determined to be a Type I project, then the entire project area would be defined in the environmental document as Type I.

If no Type 1 components are identified, then a detailed noise analysis is not anticipated to be required, and a brief technical memorandum will be prepared to support those findings. If the review determines the project does meet Type 1 requirements, an amendment will be needed to develop the Type 1 analysis.

Subtask 3.10 Assumptions

- *The project will not be considered Type 1.*
- *A detailed noise study will not be required.*

Subtask 3.10 CONSULTANT Deliverables

- *Draft noise technical memorandum*
- *Final noise technical memorandum*

Subtask 3.10 CLIENT Responsibilities



- *Review and provide comments on the deliverables.*
- *Provide aerial imagery of the project site.*

SUBTASK 3.11– Hazardous Materials

The CONSULTANT will provide a low-level hazardous materials analysis for the project. The low-level hazardous materials analysis will be performed in general accordance with WSDOT Environmental Procedures Manual Chapter 447 and WSDOT’s guidance titled “RIGHT SIZE” your Hazardous Materials Discipline Report, updated in April 2020. The scope of services for this study will include the following:

- Review internal project files and geotechnical reports, Phase I and Phase II Endangered Species Act (ESA) reports, or other relevant documents pertaining to environmental conditions within the project work area.
- Review readily available online geological and hydrogeological information for the Site.
- Review the Washington Department of Ecology’s online regulatory database system for information on sites adjacent to the project that may be listed on one or more environmental regulatory databases.
- Summarize the results of the research in a memorandum that will be prepared in general accordance with the outline for WSDOT hazardous material memorandum, including a discussion of geology and hydrogeology, land uses in the vicinity of the Project, the anticipated depth of excavations during construction, proposed property acquisitions (if any), the anticipated depth to groundwater beneath the Project, and a summary of research methodology and findings. The memorandum will identify potential sites of concern located within or adjacent to the Project.

Our scope of services is limited to only those items listed above. This project scope does not include completion of a site reconnaissance or windshield survey; a review of regulatory agency files for sites adjacent to the Project that may be listed on regulatory databases; a third-party vendor regulatory database report (e.g., EDR report); an asbestos survey; environmental compliance audit; an evaluation for the presence of polychlorinated biphenyls (PCBs) in light ballasts; a survey for radon gas, lead-based paint, or urea-formaldehyde insulation; a toxic mold or biological hazards survey; or a wetlands determination or delineation.

Subtask 3.11 Assumptions

- *None.*

Subtask 3.11 CONSULTANT Deliverables

- *Draft hazardous materials analysis memorandum*
- *Final hazardous materials analysis memorandum*

Subtask 3.11 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*
- *Provide previously prepared geotechnical reports, Phase I and Phase II ESA reports, and other relevant documents pertaining to environmental conditions for within and/or adjacent to the project site, if available.*

TASK 4 Right-of-Way Services

The CONSULTANT will provide the following Right-of Way services:

- Review City supplied title reports for affected parcel and provide Title Review Memo identifying all potential encumbrances to project team members.
- Prepare a ROW Funding Estimate for all impacted parcels in compliance with WSDOT standards.
- Prepare initial scheduling for ROW acquisition.

Task 4 Assumptions



- *All forms and documents shall comply with WSDOT standards and in accordance with statutory requirements.*

Task 4 CONSULTANT Deliverables

- *ROW Funding Estimate for up to four (4) parcels*
- *Initial schedule*
- *Title review memos*

Task 4 CLIENT Responsibilities

- *Provide title reports for all properties impacted by the PROJECT.*

TASK 5 Preliminary Engineering

SUBTASK 5.1 – Traffic Analysis

The CONSULTANT will analyze existing weekday PM period traffic conditions using data from the Transportation Element update at the intersection. This data will be used to provide recommended left turn lane storage lengths for each intersection approach. Synchro software will be utilized to analyze existing and future traffic operations, queue lengths, and levels-of-service at the intersection. The purpose of this analysis will be to establish baseline and future build conditions for vehicle delay and level-of-service at the intersection. The CONSULTANT will prepare a short technical memorandum summarizing the analysis and will provide the memorandum to the CLIENT for review and approval.

Subtask 5.1 Assumptions

- *Microsimulation modeling is not required.*
- *Each approach leg will consist of one left turn lane and one shared through/right lane.*
- *Traffic counts will be invoiced as a reimbursable expense.*
- *Traffic analysis for pedestrians/bicycles is not required.*
- *Traffic signal warrant analysis is not required.*

Subtask 5.1 CONSULTANT Deliverables

- *Draft traffic memorandum*
- *Final traffic memorandum*

Subtask 5.1 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*

SUBTASK 5.2 – Franchise Utility Location and Coordination

The CONSULTANT will coordinate with franchise utility providers to identify potential utility conflicts within the project area, and if feasible, the design will be modified to avoid utility conflicts. It is anticipated the franchise utilities will require relocation. Coordination with utility providers will include the following:

- Providing a copy of the survey base mapping for verification of utility locations.
- Providing a copy of the 30-percent design for review.
- Providing a copy of the 60 and 90-percent designs for review.
- Providing a copy of the final design for information only.
- Attending up to one (1) on-site coordination meetings.
- Coordinating with Snohomish PUD for electrical service for the traffic signal system.
- Coordinating with utility providers during PS&E development. The CONSULTANT will provide support up to the amount shown in the fee proposal. Additional hours, if needed, will be considered additional work to be negotiated as a supplemental agreement.

Subtask 5.2 Assumptions



- *Utility relocation design will be provided by utility providers, if needed.*
- *Right-of-way acquisition and/or easements associated with utility relocation will be provided by utility providers, if needed.*

Subtask 5.2 CONSULTANT Deliverables

- *Identify utility conflicts.*
- *Coordinate with utility providers.*
- *Attend up to one coordination meeting.*

Subtask 5.2 CLIENT Responsibilities

- *Provide list of and contact information for utility companies within the existing right-of-way.*
- *Assist with utility provider coordination.*
- *Pay fees associated with new service connections and/or any other fees levied by utility providers.*

SUBTASK 5.3 – Utility Potholing

The proposed improvements may require and/or benefit from having subsurface utility potholing performed. The CONSULTANT shall coordinate the potholing. For estimating purposes, it is assumed 4 locations will be potholed. If additional potholes are required, this will be provided as an extra service.

Subtask 5.3 Assumptions

- *Utility potholing services will be invoiced as a project expense. The fee provided at the time of contracting is an estimate only. If the actual cost is higher than estimated, the CONSULTANT will coordinate with the CLIENT to discuss options.*
- *Potholing for each location will occur under the same mobilization.*
- *Repairs for potholing will be cold mix asphalt patch, if located within concrete sidewalk or roadway.*
- *The CLIENT will not charge a permitting fee for potholing.*
- *If potholes are located within existing pavement, patching with hot-mix asphalt will not be required.*

Subtask 5.3 CONSULTANT Deliverables

- *Potholing data (up to 4 locations, if needed)*

Subtask 5.3 CLIENT Responsibilities

- *None.*

SUBTASK 5.4 – Preliminary Design

The purpose of this subtask is to develop and refine project improvements to represent an approximate 30 percent design level. The final concept will be the basis for Task 6. The CONSULTANT will prepare a conceptual figure for improvements at the 67th Avenue NE & 52nd Street NE intersection in AutoCAD. The layout will include preliminary cut and fill limits.

Preliminary construction cost estimate will also be prepared for project improvements based on recent bid tabs from City of Marysville and/or WSDOT projects.

Subtask 5.4 Assumptions

- *Construction plans, contract, and specifications are not included.*
- *Preliminary cut and fill limits will be included; detailed grading will not be included.*
- *The preliminary design will be used to support the environmental permitting process and right of way process.*
- *Two submittals are included for this subtask; a preliminary concept and a final concept which will include revisions based on comments received from the CLIENT.*
- *Multiple design vehicle types may be analyzed at the intersection; however, only one design vehicle type will be analyzed per turning maneuver*



Subtask 5.4 CONSULTANT Deliverables

- Preliminary concept figure (one figure)
- Preliminary cost estimate
- Final concept figure (one figure)
- Final cost estimate
- Design vehicle swept path analysis figures for left- and right-turn vehicle maneuvers as follows:
 - Northbound and southbound left-turn maneuvers (one figure)
 - Eastbound and westbound left-turn maneuvers (one figure)
 - Northbound, southbound, eastbound, and westbound right-turn maneuvers (one figure)

Subtask 5.4 CLIENT Responsibilities

- Review and provide comments on the deliverables.
- Provide recent bid tabs from City of Marysville projects.
- The CLIENT will identify the design vehicle type for each turning maneuver.

TASK 6 **Final Engineering****SUBTASK 6.1 – Stormwater Report**

The purpose of this subtask is to ensure and provide the documentation showing that the proposed improvements comply with the relevant stormwater standards. These standards include the MMC, EDDS, and SWMM. The Drainage Report will include off-site analysis, as required in MMC, as well as complying with the Minimum Requirements in SWMM.

Subtask 6.1 Assumptions

- For the off-site analysis required in MMC, we will use the upstream drainage report for incoming flows and downstream analysis extents will be to the south fork of Jones Creek, behind 5306 67th Avenue NE.
- The CLIENT will not decrease the allowable release rate for the improvements.
- A rough estimation of impacts from future widening will be included in the Stormwater Report. This estimation will include an approximate length and width of future widening. The estimation will not include specific drainage basins or preliminary design of the stormwater collection system.

Subtask 6.1 CONSULTANT Deliverables

- Drainage Plan consistent with Chapter 4 of the EDDS, Chapter 14 of the MMC, the SWMM, and the Low Impact Development (LID) Manual.
- Comprehensive Drainage Report consistent with Volume 1 of the SWMM and forward compatible with future widening and sidewalk extensions.

Subtask 6.1 CLIENT Responsibilities

- Provide limits/extents and dimensions for future widening.
- Review and provide comments on the deliverables.

SUBTASK 6.2 – 60% Submittal

The CONSULTANT's 60% submittal shall include plans, outline (titles) of anticipated special provisions, quantities, and cost estimate. The design submittal is anticipated to include the following plan sheets:

- Cover sheet (Transpo)
- Existing conditions (MacKay)
- Right of way plan (MacKay)
- TESC plans (MacKay)
- Site prep/demolition plan (Transpo)
- Paving plans (Transpo)



- Stormwater plan (MacKay)
- Channelization plans (Transpo)
- Traffic signal plan (Transpo)
- Streetlighting plan (Transpo)
- Maintenance of traffic (Transpo)

Subtask 6.2 Assumptions

- *Construction contract and specifications are not included.*
- *Streetlighting improvements will be provided along new frontages as needed to supplement existing streetlighting along frontages on the opposite sides of the street.*
- *The make/model of existing SnoPUD streetlight fixtures will be provided by SnoPUD. If SnoPUD is unable to provide this information, the CONSULTANT will make an assumption(s) on the existing fixture type(s) based on information collected during the site visit.*
- *Improvements will be provided to wirelessly interconnect the proposed traffic signal to the existing traffic signal at 52nd Avenue NE and Sunnyside Boulevard intersection. Traffic signal plans and/or supporting calculations for the 52nd Avenue NE and Sunnyside Boulevard intersection will not be required.*

Subtask 6.2 CONSULTANT Deliverables

- 60% plans
- 60% cost estimate
- Outline (titles) of anticipated special provisions

Subtask 6.2 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*
- *Provide work hour and/or lane closure restrictions, if any.*
- *Provide calculated liquidated damages amount for inclusion within the contract.*
- *Lump sum traffic control bid item payment will not be used.*

SUBTASK 6.3 – 90% Submittal

The CONSULTANT's 90% submittal shall include plans, quantities, cost estimate, contract document, specifications, and special provisions. The CONSULTANT shall coordinate with WSDOT Local Programs to obtain the latest PS&E checklist for preparation of the specifications and special provisions. All 60% submittal comments received shall be incorporated into the submittal. The design submittal is anticipated to include the following plan sheets:

- Cover sheet (Transpo)
- Notes, legend, and abbreviations (Transpo)
- Existing conditions (MacKay)
- Alignment control (Transpo)
- Right of way plan (MacKay)
- TESC notes (MacKay)
- TESC plans (MacKay)
- Site prep/demolition plan (Transpo)
- Paving plans (Transpo)
- ADA curb ramp details (Transpo)
- Stormwater plans (MacKay)
- Stormwater profiles and details (MacKay)
- Channelization plans (Transpo)
- Traffic signal plans (Transpo)
- Traffic signal wiring diagram (Transpo)
- Traffic signal pole schedule (Transpo)
- Streetlighting plan (Transpo)
- Maintenance of traffic (Transpo)



Subtask 6.3 Assumptions

- *Temporary pavement marking plans and/or temporary barriers will not be required.*
- *Retaining walls will not be required.*
- *Detour plans for pedestrians during construction are not anticipated to be required. A general note(s) and standard detail(s) to provide guidance to the contractor for maintaining pedestrian access will be provided.*
- *Streetlighting will be owned and operated by the City of Marysville.*
- *Streetlighting and traffic signal service will be shared in a single cabinet located adjacent to the new traffic signal controller cabinet.*
- *SnoPUD will provide electrical transformer design, if needed.*
- *Custom designed traffic signal and/or streetlight pole foundations will not be required.*

Subtask 6.3 CONSULTANT Deliverables

- *Responses to 60% comments*
- *90% plans*
- *90% cost estimate*
- *90% contract document, specifications, and special provisions*
- *Maximum Extent Feasible (MEF) documentation, if needed*
- *Patented/Proprietary Item Certification documentation, if needed for traffic signal equipment*
- *Traffic signal calculations*
- *Intersection and roadway illumination calculations*

Subtask 6.3 CLIENT Responsibilities

- *Provide current version of City of Marysville contract documents and special provisions.*
- *Review and provide comments on the deliverables.*

SUBTASK 6.4 – WSDOT Submittal

The WSDOT submittal shall be the complete PS&E package submittal for obtaining Disadvantaged Business Enterprise (DBE) and training goals, and WSDOT Local Programs review for approval to advertise. The 90% Design Plan submittal comments shall be incorporated into the WSDOT submittal. The WSDOT submittal shall be used for the CLIENT to advertise for bid. The CONSULTANT anticipates completing Subtask 6.4 by 09/15/2026 following contract execution no later than 03/20/2024. This schedule is an estimate only and assumes timely agency review, permitting, and right of way processes. This schedule can be impacted by factors outside the control of the CONSULTANT. Should the scope of services or project information change following contract execution, the CONSULTANT will notify the CLIENT if these changes will affect the schedule.

Subtask 6.4 Assumptions

- *WSDOT review will primarily focus on the Division 1 specifications and special provisions.*
- *Revisions to the plans, cost estimate, Divisions 2 through 9 specifications and special provisions, and City of Marysville contract documentation will not be required.*
- *The submittal to WSDOT will be used as the bid-ready submittal, except Division 1 specifications and special provisions comments from WSDOT will be addressed, as needed.*

Subtask 6.4 CONSULTANT Deliverables

- *Responses to 90% comments*
- *Plans, cost estimate, contract document, specifications, and special provisions*
- *Supporting documentation as needed*

Subtask 6.4 CLIENT Responsibilities

- *Advertise and bid PROJECT.*



Exhibit B ***DBE Participation***

This project has a voluntary 10 percent Small Business Enterprise (SBE) goal.

Agreement Number: R2305

Exhibit D
Prime Consultant Cost Computations

see attached

Agreement Number: R2305

Transpo Group USA, Inc.
Cost Estimate Worksheet



Number / Project Name
1.23256.00 / 67th Ave & 52nd St Int. Imp.

Rate schedule is effective from July 1, 2023 through June 28, 2024
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

		Project Manager	Principal in Charge	Proj. Eng./ Traffic Lead	Civil Lead	Staff Engineer L3	Staff Engineer L2	Staff Engineer L1	Project Admin	Project Admin		
		SS005	SS006	EW	EW	EW	EW	EW	PA	PA		
		Eng L5	Prin L7	Eng L4	Eng L4	Eng L3	Asst L2	Asst L1	PA L5	PA L4		
		\$7933	\$96.15	\$60.10	\$57.69	\$32.88	\$46.63	\$42.31	\$62.50	\$48.08		
Task 1 - Project Management / Meetings												
Project Management												
- 34 months (assume on hold for 20 months due to permitting)												
- Schedule updates x 2												
Subconsultant Coord												
- 34 months (assume on hold for 20 months due to permitting)												
Monthly Progress Reports and Invoices												
- 34 months (assume on hold for 20 months due to permitting)												
Coordination Meetings												
- Kick off meeting x 1												
Coord meetings x 14												
Meeting minutes x 14												
Meeting notes/Minutes x 15												
Task 2 - Data Collection and Analysis												
Subtask 2.1 - Site Visit												
Subtask 2.2 - Topographic Survey												
Subtask 2.3 - ROW Plan, Exhibits, and Legal												
Subtask 2.4 - Geotech Field Investigation and Analysis												
Task 3 - Environmental Permitting												
Subtask 3.1 - Critical Areas Delineation and Report												
Subtask 3.2 - SEPA Checklist												
Subtask 3.3 - Section 401 and 404 Clean Water Act												
Subtask 3.4 - Mitigation Bank Use Plan												
Subtask 3.5 - NEPA Support												
Subtask 3.6 - Construction Stormwater General Permit												
Subtask 3.7 - SWPPP												
Subtask 3.8 - Biological Assessment												
Subtask 3.9 - Cultural Resource Survey												
Subtask 3.10 - Noise Analysis												
Subtask 3.11 - Hazardous Materials												
Task 4 - Right-of-Way Services												
Task 5 - Preliminary Engineering												
Subtask 5.1 - Traffic Analysis												
Existing traffic volumes												
Future demand												
Traffic Ops and Level-of-Service												
Menu												
Subtask 5.2 - Franchise Utility Location and Coordination												
Survey coord												
30% design submittal												
60% design submittal												
90% design submittal												
Final design submittal												
Site visit (x1)												
Electrical service application and coord												
General coordination												
Subtask 5.3 - Utility Positioning												
Subtask 5.4 - Preliminary Design												
Horizontal layout, signal layout, lighting layout												
C3D modeling												
Prelim concept figures (x1)												
Prelim cost estimate												
Sweep path analysis figures (x3)												
Final concept figures (x1)												
Final cost estimate												
Task 6 - Final Engineering												
Subtask 6.1 - Stormwater Report												
Subtask 6.2 - 60% Submittal												
C3D modeling												
Plans (x12)												
Cost estimate												
Special provisions outline												
Subtask 6.3 - 90% Submittal												
60% comment responses												
C3D modeling												
Plans (x22)												
Cost estimate												
Contract/Special provisions packet												
HIF documentation												
Patented/Proprietary Item Cert documentation												
Signal calls package												
Information calls package												
Subtask 6.4 - WSDOT Submittal												
90% comment responses												
Plans (x22)												
Cost estimate												
Contract/Special provisions packet												
Signal calls package												
Information calls package												
Total Hours												
Labor Costs												
Overhead												
Rate												
Fee (as a % of labor)												
TASK 99 - Reimbursable Expenses:												
Item												
Travel expenses (mileage)												
Utility positioning												
C3D modeling												
Signal calls package												
Information calls package												
Total Reimbursable Expenses												
Subconsultants:												
TASK 99 -												
TASK 91 -												
TASK 92 -												
Total Subconsultants												
TOTAL ESTIMATE												

Exhibit E

Sub-consultant Cost Computations

~~If no sub-consultant participation at this time.~~ The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

See Exhibit D and attached

Agreement Number: R2305

MacKay Sposito
Cost Estimate Worksheet

City of Marysville: 67th Ave and 52nd St
Intersection Improvement Project

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Engineering Manager	Project Engineer	Engineer II	Engineer I	Design Tech III	Survey Manager	Surveyor IV	Survey Tech IV	Senior Party Chief	Survey Inst. Person	Enviro Manager III	Enviro Manager II	Enviro Manager I	Natural Resource Specialist III	Natural Resource Specialist II	GIS Mapping Specialist II
initial labor category	PS	JG	JD	AH	CB	SB	PK	LO	MG	JL	KC	CM	AC	AK	KT	JD
cost rate	\$64.90	\$47.60	\$35.50	\$33.50	\$36.00	\$64.90	\$56.54	\$37.00	\$59.36	\$36.00	\$66.35	\$48.50	\$48.50	\$45.00	\$45.00	\$43.50

Labor:

	Work Task															Hours	Cost	
1	Task 1 PM/ Meetings	4	8				2					4		26		44	\$2,297	
2	Task 2.1 Site Visit	4														4	\$260	
3	Task 2.2 Topo Survey					8	16	20	30	30						104	\$5,025	
4	Task 2.3 ROW Plan, Exhibits, and Legal Descriptions					14	32	52	0	0						98	\$4,642	
5	Task 3.1 Critical Areas Delineation and Report										6		12	42	78	27	165	\$7,555
6	Task 3.2 SEPA										4		8	20		32	\$1,553	
7	Task 3.3 Section 401/404 CWA										6		56		36	24	122	\$5,778
8	Task 3.4 Mitigation Bank Use Plan										2		4		24	8	38	\$1,755
9	Task 3.4 NEPA Support										8		30		8		46	\$2,346
10	Task 3.6 CSCP										2	8		14		24	\$1,151	
11	Task 3.7 SWPPP										2		4	20		26	\$1,227	
12	Task 3.8 BA										10	6	120			12	148	\$7,297
13	Task 6.1 Stormwater Report	4	16	40	16	16										92	\$3,553	
14	Task 6.2 60% Submittal	4	40	40	60	60										204	\$7,754	
15	Task 6.3 90% Submittal	1	8	8	24	8										49	\$1,822	

Total Hours	17	72	88	100	84	24	48	72	30	30	44	14	260	96	146	71	1196	
Labor Costs	\$1,103	\$3,427	\$3,124	\$3,350	\$3,024	\$1,558	\$2,714	\$2,664	\$1,781	\$1,080	\$2,919	\$679	\$12,610	\$4,320	\$6,570	\$3,089		\$54,011.72

Overhead	Rate	167.63%																\$90,639.86
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Fee (as a % of labor)	30.00%																	\$16,203.52
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Miscellaneous Expenses:

Item	Reimbursable Cost
1 Hotel	\$1,096
2 Per Diem	\$778
3 Travel Expense (Mileage)	\$1,651
4 Newspaper Public Notice	\$300
5	
6	
7	
8	
9	
10	
11	
12	
Total Reimbursable Expenses	\$3,825

Subconsultants:

	Firm	Subs Cost
1	Subconsultant A: ASM Affiliates (Cultural Resources)	\$11,930
2	Subconsultant B: Michael Minor (Noise)	\$1,780
3	Subconsultant C: NV5 (HazMat)	\$7,356

Table 1
Fee Determination Summary Sheet

Project: 67th Ave NE & 52nd St NE Intersection Improvements - Subtask 2.4

Subconsultant: HWA Geosciences, Inc.

Direct Salary Cost (DSC):

<u>Classification (b)</u>	<u>Hours</u>	<u>=</u>	<u>Typical Rate (a)</u>	<u>=</u>	<u>Cost</u>
Principal IX		X	\$104.00		\$0.00
Geotechnical Engineer VIII	3	X	\$94.00		\$282.00
Geotechnical Engineer VII		X	\$85.00		\$0.00
Geotechnical Engineer V	21	X	\$61.50		\$1,291.50
Geotechnical Engineer IV		X	\$53.00		\$0.00
Geotechnical Engineer II	61	X	\$43.50		\$2,653.50
Geotechnical Engineer I		X	\$40.00		\$0.00
Geologist VI		X	\$63.00		\$0.00
Geologist III		X	\$45.00		\$0.00
Geologist II		X	\$37.00		\$0.00
CAD Designer	3	X	\$45.00		\$135.00
Contracts Administrator	10	X	\$50.00		\$500.00
Administrative Support		X	\$35.00		\$0.00
Total Direct Salary =					\$4,862.00

Overhead Cost @ 190.07% of Direct Labor Cost (b)	=	\$9,241.20
Fixed Fee @ 30% of Direct labor Cost	=	\$1,458.60
Total Direct Labor	=	\$15,561.80

Reimbursables:

Mileage (120 miles x \$0.655/mile)	\$78.60
Drilling Subcontractor	\$8,424.50
Traffic Control Subcontractor	\$2,225.00
Geotechnical Laboratory Testing (5 MC x \$25 ea, 5 Index Tests @ \$260 ea)	\$1,425.00

Subconsultant Total = \$27,714.90

Prepared By: SMG Date: 1/17/2024

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment annually.

(b) Per WSDOT analytical review of HWA Geosciences' financial statements for the year ended 12/31/22.

RES Group Northwest
Cost Estimate Worksheet

City of Marysville: 67th Ave and 52nd St
Intersection Improvement Project

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Sr. Acquisition/ Relocation Agent	Sr. Acquisition/ Relocation Agent	Technician / Jr. Right of Way Agent	Technician / Jr. Right of Way Agent							
initials	SYD	KG	LR	LG							
labor category/ cost rate	\$72.00	\$72.00	\$28.50	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Labor:

	Work Task											Hours	Cost
1												0	\$0
2												0	\$0
3	Task 4: Right-of-Way Services		20									20	\$1,440
4												0	\$0
5												0	\$0
6												0	\$0
7												0	\$0
8												0	\$0
9												0	\$0
10												0	\$0
11												0	\$0
12												0	\$0
13												0	\$0
14												0	\$0
15												0	\$0
16												0	\$0
17												0	\$0
18												0	\$0
19												0	\$0
20												0	\$0
21												0	\$0

Total Hours	0	20	0	0	0	0	0	0	0	0	0	20	
Labor Costs	\$0	\$1,440	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$1,440.00

Overhead	Rate	83.48%											\$1,202.11
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Fee (as a % of labor)		29.00%											\$417.60
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Miscellaneous Expenses:	Item	Reimbursable Cost
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
Total Reimbursable Expenses		\$0

Subconsultants:	Firm	Subs Cost
1		
2		
3		
4		
5		
Total Subconsultants		\$0

TOTAL ESTIMATE	\$3,059.71
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Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G ***Certification Documents***

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number: R2305

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Transpo Group USA, Inc.

whose address is

12131 113th Ave NE, Suite 203, Kirkland, WA 98034

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Marysville
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Transpo Group USA, Inc.

Consultant (Firm Name)

DocuSigned by:

Ryan Peterson

E47EEC04B0B546C...

Signature (Authorized Official of Consultant)

2/29/2024

Date

Agreement Number: R2305

Exhibit G-1(b) Certification of City of Marysville

I hereby certify that I am the:



☐ Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

DocuSigned by:

Ryan Peterson

E47EEC04B0B546C...

Signature

2/29/2024

Date

Agreement Number: R2305

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Transpo Group USA, Inc.

Consultant (Firm Name)

DocuSigned by:

Ryan Peterson

E47EEC04B0B546C...

Signature (Authorized Official of Consultant)

2/29/2024

Date

Agreement Number: R2305

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Transpo Group USA, Inc.

Consultant (Firm Name)

DocuSigned by:

Ryan Peterson

E47EEC04B0B546C...

Signature (Authorized Official of Consultant)

2/29/2024

Date

Agreement Number: R2305

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of 67th Ave NE & 52nd St NE Intersection Improvements * are accurate, complete, and current as of **.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: Transpo Group USA, Inc.

DocuSigned by:

Ryan Peterson

E47EEC04B0B546C...

Signature

Principal

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: R2305

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number: R2305

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: R2305

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number: R2305



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 11, 2024

SUBMITTED BY: Assistant Police Chief Jim Lawless, Police

ITEM TYPE: Interlocal Agreement

AGENDA SECTION: **Consent**

SUBJECT: First Responder Flex Fund Grant Fund Acceptance

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the First Responder Flex Fund grant for 2024.

SUMMARY: The Marysville Police Department has a long-standing relationship with Snohomish County Human Services, wherein they provide First Responder Flex Funds to the department for the purpose of assisting with providing services to homeless individuals within the Marysville community. Each year, they provide this funding in the form of a grant. This year's grant award is in the amount of \$10,295 and will run through 12/31/2024. This grant has been reviewed by the City Attorney and is approved as to form.

ATTACHMENTS:

[First_Responder_Flex-Funds_2024.pdf](#)

Snohomish County Human Services
3000 Rockefeller Avenue, M/S 305 | Everett, WA 98201
(425) 388-7200



CONTRACT SPECIFICS	Contract Number: <u>BH-24-62-08-200</u> Maximum Contract Amount: <u>\$10,295</u>			
	Title of Project / Service: <u>First Responder Flex Fund</u>			
	Start Date: <u>01/01/2024</u>	End Date: <u>12/31/2024</u>	Status Determination: <u>Subrecipient</u>	v
CONTRACTING ORGANIZATION	Agency Name: <u>City of Marysville</u>			
	Address: <u>501 Delta Ave</u>			
	City, State & Zip: <u>Marysville, WA 98270</u>		IRS Tax No. / EIN: <u>91-6001459</u>	
	Contact Person: <u>Jim Lawless</u>		Unique Entity Identifier: <u>KENDBGSMVPQ7</u>	
	Telephone: <u>360-363-8310</u>		Email Address: <u>jlawless@marysvillewa.gov</u>	
FUNDING SPECIFICS	Funding Authority: <u>RCW 36.22.1791 and 43.185c</u>			
	ALN* No. & Title: <u>N/A</u>			
	Funding Specifics: <u>Ending Homelessness Program</u>			
	Funding Source: <u>County</u> v		Federal Funding Addendum Attached: ☐ Yes ☒ No	
COUNTY	Program Division	Contact Person	Contact Email	Contact Phone
	<u>Behavioral Health</u> v	<u>Cleo Harris</u>	<u>cleo.harris@snoco.org</u>	<u>425-388-7423</u>

Additional terms of this Contract are set out in and governed by the following, which are incorporated herein by reference:

Basic Terms and Conditions HSD-2018-103-200, maintained on file at the Human Services Department:

Business Associate Agreement BAA-2018-103-200, maintained on file at the Human Services Department:

Specific Terms and Conditions Attached as Exhibit A

Statement of Work/Project Description Attached as Exhibit B

Approved Contract Budget Attached as Exhibit C

Approved Invoice Attached as Exhibit D

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Basic Terms and Conditions, (d) Business Associate Agreement, (e) other attachments incorporated by reference, and (f) other documents incorporated by reference.

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS AGENCY), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE AGENCY IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS. * ALN is the Assistance Listing Number formerly known as CFDA number for federal funding

FOR THE CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:

(Signature) (Date)

(Title)

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

EXHIBIT A
SPECIFIC TERMS AND CONDITIONS
FIRST RESPONDER FLEX FUND

I. DEFINITION OF TERMS

- A. Access to Care Standards (ACS): The Division of Behavioral Health and Recovery (DBHR) minimum eligibility requirements for Medicaid adults & Medicaid older adults guidelines reflect the most restrictive eligibility criteria that can be applied, pursuant to RCW 70.96A and 70.96B. North Sound Behavioral Health Administrative Services Organization (BH-ASO) may expand coverage based on availability of local resources.
- B. Adjudicated Youth: Refers to a youth who has been determined by a juvenile court judge to have committed a delinquent offense.
- C. Advanced Directive: A written document that contains directions and preferences for treatment and care during times an individual is having difficulty communicating or making decisions.
- D. Aging Population: Age 65 and older.
- E. ASAM: Acronym for American Society of Addiction Medicine.
- F. Behavioral Health: The prevention, treatment of, and recovery from substance use disorders, mental health disorders, and/or problem and pathological gambling disorders.
- G. Case Management: Assistance to a recipient and family (or significant other) to obtain, maintain, or develop appropriate resources.
- H. Child: Refers to an individual under the age of ten (10).
- I. Community Outreach and Intervention: Services to link individuals to treatment and other appropriate support services.
- J. Complaint: A verbal or written statement by a participant that expresses dissatisfaction with some aspect of services covered under this Agreement, the Primary Care Provider, or Agency.
- K. Contingency Management: An evidence-based practice allowing individuals to earn tangible rewards to reinforce positive behaviors such as service

attendance, abstaining from drugs and alcohol, and involvement in pro-social activities.

- L. Corrective Action/Compliance Review: When findings from monitoring efforts or audits show that there are apparent violations of this Contract, the Agency shall implement corrective action within specified timeframes determined by the County.
- M. Corrective Action Plan (CAP): A written plan specifying what a Contractor is required to do to be compliant. This includes required improvements and a timeline for such action(s) to be accomplished.
- N. Counselors: Personnel employed by the Agency who meet the criteria as defined in WAC.
- O. COVID-19: An infectious disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).
- P. Cultural Competence: A set of congruent behaviors, attitudes and policies that come together in a system or Agency and enable that system or Agency to work effectively in cross-cultural situations. A culturally competent system of care acknowledges and incorporates at all levels the importance of language and culture, assessment of cross-cultural relations, knowledge, and acceptance of dynamics of cultural differences, expansion of cultural knowledge and adaptation of services to meet culturally unique needs.
- Q. Cultural Humility: The lifelong practice of being aware and thinking of one's own values, beliefs, own biases, and social position within the context of the present moment and be aware of and sensitive to historic realities like legacies of violence and oppression against certain groups of people.
- R. Direct Student Services (DSS): Include, face-to-face sessions with an individual student and/or the student's family to address the student's needs.
- S. Department of Social and Health Services (DSHS), or the department, or the Department: DSHS of the State of Washington and its Secretary, officers, employees, and authorized agents.
- T. DSM 5: Acronym for the Diagnostic and Statistical Manual of Mental Disorders fifth edition.
- U. Evidenced Based Treatment: A program, policy or practice recognized by research that, when applied in treatment, has improved outcomes for clients, participants or communities.

- V. Fair Hearing: A grievance hearing before the Washington State Office of Administrative Hearings.
- W. Family: Those the individual defines as family or those appointed/assigned (e.g., parents, foster parents, guardians, siblings, caregivers, and significant others).
- X. Flex funds: Funds provided through a program that are used to procure goods and/or services directly related to the needs of the participant as outlined in Exhibit B.
- Y. GAIN-SS: Acronym for Global Appraisal of Individual Needs Short Screening.
- Z. Grievance: An expression of dissatisfaction about any matter. The term is also used to refer to the overall process that includes grievances handled at the NSBHASO level and access to the state fair hearing process. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness, or failure to respect the enrollee's rights.
- AA. Hardship Insured: Individuals with insurance who cannot afford to pay insurance deductibles or co-pays.
- BB. HCA: Refers to the Health Care Authority.
- CC. Healing Organization: An organizational system where staff policies, procedures, services, and treatment models apply an understanding of trauma embedded within them. Their approaches to providing services are trauma-shielding or trauma-reducing.
- DD. HIPAA: Acronym for "Health Insurance Portability and Accountability Act." Additional information is outlined in the Business Associate Agreement as referenced on the face sheet of this Contract.
- EE. Housing Services: The services or activities designed to assist individuals or families in locating, obtaining, or retaining suitable housing. Component services or activities may include tenant counseling, helping individuals and families to identify and correct substandard housing conditions on behalf of individuals and families who are unable to protect their own interests and assisting individuals and families to understand leases, secure utilities and make moving arrangements.
- FF. Independent Peer Review: To assess the quality, appropriateness and efficiency of treatment services provided in the state to individuals under the program involved.

- GG. Indirect Student Services (ISS): Include all contact with an individual student's support system.
- HH. Individual Treatment: Planned therapeutic or counseling activity provided to a sole eligible individual by one (1) or more counselors.
- II. Individual: Previously known as client, consumer, patient, or participant.
- JJ. Labor Harmony Requirement: A "No Service Disruption Guarantee" outlined in Exhibit E, as applicable.
- KK. Low Income: Participants whose monthly income does not exceed 250% of the national poverty index, or as negotiated in your Contract.
- LL. MCO: Acronym for Managed Care Organization.
- MM. Mental Disorder: A disorder as defined in RCW 71.34.020(13) for children and RCW 71.05.020(26) for adults.
- NN. Mental Health Professional (MHP): Personnel employed by the Agency who meet the criteria as defined in WAC.
- OO. NSBHASO: Acronym for "North Sound Behavioral Health Administrative Services Organization."
- PP. No Service Disruption Guarantee: An agreement to maintain services and prevent a disruption of service caused by labor unrest. See "Labor Harmony Requirement" above. Additional information is outlined in Exhibit E., Attachment A, as applicable.
- QQ. Nurse Family Partnership (NFP): An evidence based, community health program for vulnerable mothers pregnant with their first child.
- RR. Outcome: An outcome defines changes that occur as a result of the program's work. Examples include Short Term (a change in learning: awareness, knowledge, skills, motivations); Intermediate (a change in action: behavior, practice, decision-making, policies); Long Term (consequences: social, economic, environmental).
- SS. Outpatient Counseling: The provision of substance abuse treatment, mental health treatment and other support services according to a prescribed plan in a non-residential setting.

- TT. Output: An output details what the program does and is usually a count of something. Examples include Activities (the actual tasks done such as screenings, assessments, workshops); Participation (who the program serves; customers and stakeholders).
- UU. Outreach/Education Services (OES): Training and information sharing to Agency staff and external providers about the Student Support Advocate program not directly related to a particular case management student.
- VV. Personal Information: Information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- WW. Quality Assurance: A focus on compliance to minimum requirements (e.g., rules, regulations, and contract terms) as well as reasonably expected levels of performance, quality, and practice.
- XX. Recovery: The processes through which people are able to live, work, learn, and participate fully in their communities.
- YY. Referral: A process of directing an Individual to available specialty care or services.
- ZZ. Remote Learning: Also referred to as distance learning, gives learners who aren't in a physical location for in-person education access to online training materials.
- AAA. RCW: Acronym for "Revised Code of Washington."
- BBB. Resiliency: The personal and community qualities that enable individuals to rebound from adversity, trauma, tragedy, threats, or other stresses, and to live productive lives.
- CCC. Shall: Compliance is mandatory.
- DDD. SHP: Acronym for Supportive Housing Program.
- EEE. Substance Use Disorder Professional (SUDP) (formerly CDP): Personnel employed by the Agency who meet the criteria defined in WAC.
- FFF. Substance Use Disorder Professional Trainee (SUDPT) (formerly CDPT): Personnel employed by the Agency who meet the criteria defined in WAC.

- GGG. Serious Mental Illness (SMI): According to Federal Register Vol. 58, No. 96, May 20, 1993, persons aged 18 and over who currently, or at any time during the past year, have a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within the current DSM, that has resulted in functional impairment which substantially limits one or more major life activities.
- HHH. Strengthening Families Program 10-14: Refers to the evidence-based prevention program developed at Iowa State University for families and young adolescents.
- III. Student Support Advocate (SSA): Personnel hired by the school district to perform contracted services.
- JJJ. Substance Use Disorder (SUD): Acronym for “Substance Use Disorder.” This definition replaces the definition for Chemical Dependency.
- KKK. Telehealth: The distribution of health-related service and information via electronic information and telecommunication technologies.
- LLL. TILT Team: Refers the Trauma-Informed Leadership Team, the selected group of staff dedicated to the advancement of Trauma-Informed Practices in the school or Agency.
- MMM. Trauma: Refers to experiences that cause intense physical and psychological stress reactions. It can refer to “a single event, multiple events, or a set of circumstances that is experienced by an individual as physically and emotionally harmful or threatening and that has lasting adverse effects on the individual’s physical, social, emotional, or spiritual well-being.
- NNN. Trauma-Informed: A trauma-informed approach to the delivery of behavioral health services includes an understanding of trauma and an awareness of the impact it can have across setting, services, and populations. It involves viewing trauma through an ecological and cultural lens and recognizing that context plays a significant role in how individuals perceive and process traumatic events, whether acute or chronic. Per SAMHSA, the three key elements of a trauma-informed approach include: realizing the prevalence of trauma; recognizing how trauma affects all individuals involved with the program, organization, or system, including its own workforce; and responding by putting this knowledge into practice.
- OOO. Trauma-Informed Care: TIC is a strengths-based service delivery approach “that is grounded in understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild

a sense of control and empowerment. TIC also involves vigilance in anticipating and avoiding institutional processes and individual practices that are likely to retraumatize individuals who already have histories of trauma, and it upholds the importance of consumer participation in the development, delivery, and evaluation of services.

PPP. Trauma-Informed System: An organizational system which has developed a shared language to define, normalize, and address the impact of trauma on clients and the workforce. The organization operates from a foundational understanding of the nature and impact of trauma.

QQQ. Veteran: A veteran is defined as an individual that has served as a member of the armed forces, active duty or reserves, for at least one day. This will also include service in the National Guard, as well as Merchant Marines in support of US resources in wartime. Veteran status may be verified through self-identification, discharge certificate, or Department of Defense Form DD-214.

RRR. WAC: Acronym for “Washington Administrative Code”.

SSS. WSUE: Refers to Washington State University Extension, a division of Snohomish County Parks & Recreation Department (PRD).

TTT. Youth: Means a person from age ten (10) through age seventeen (17).

II. PERFORMANCE STANDARDS AND LICENSING

- A. The Agency shall meet the requirements of WAC, applicable local and state rules, and state and federal statutes. In addition, the Agency shall meet the applicable specific program requirements for licensure and certification to perform contracted services. A copy of the certification shall be submitted to the County upon request.
- B. The Agency shall maintain relevant and appropriate licensure by the State of Washington to provide behavioral health and/or community support services. The Agency shall notify the County in writing within five (5) business days of any change in licensure status.

III. COMPLIANCE WITH SPECIFIC LAWS AND REGULATIONS

- A. All services provided under this Contract shall meet all standards set forth in current, revised and replaced WAC’s and RCW’s.
- B. The Agency shall meet all applicable standards for program operations set forth in WAC and RCW. The Agency shall ensure that WAC and RCW requirements

are followed and are adjusted as the WAC and RCW are amended, revised, eliminated or added.

- C. The Agency shall operate and adhere to fidelity of the model of services utilized by the Agency and as negotiated with the County.
- D. The Agency must have policies and procedures in place to protect and safeguard individually identifiable health information obtained in the course of providing services under this Contract. The Agency shall not disclose an individual's information, directly or indirectly, except to the extent allowed under applicable state or federal laws and regulations. The Agency shall comply with all terms and conditions of Federal Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).
- E. Staff and volunteers who have access to children or vulnerable adults are required to have a background check per RCW and WAC. A background check is required at the time of employment or commencement of volunteer duties. An Agency shall conduct additional background checks if circumstances arise that cause the Agency concern. The Agency shall ensure that all persons convicted of crimes preventing contact with vulnerable populations are prohibited from having access to those populations.
- F. The Agency shall enter data as negotiated with the County. The Agency shall make use of data and specific to the Agency systems or electronic records for the purpose of evaluating and reporting individual and program service outcomes.
- G. The Agency shall comply with all terms and conditions of the Business Associate Agreement.

IV. REIMBURSEMENT PROCEDURES

Services rendered under this Contract shall be reimbursed based on the attached Budget (Exhibit C). Services shall be provided per the attached Statement of Work (Exhibit B).

V. REIMBURSEMENT LIMITATION

- A. The Agency shall utilize the contracted dollar amount to provide services throughout the duration of this Contract.
- B. The Agency shall be responsible for ensuring budget is maintained and that invoices to the County do not exceed the budgeted amount as stated in Exhibit

C, Approved Contract Budget.

- C. Utilization of County funding available to this program will be reviewed monthly and the Contract allocation may be reduced and re-allocated at the discretion of the County, where needed if expenditures are not sufficient to fully utilize available funding.
- D. The Agency certifies that work to be performed under this Contract will not duplicate any work to be charged against any other contract, subcontract, or source.

VI. REPORTING REQUIREMENTS

The Agency shall submit all required reports documenting performance in a timely manner. All reports shall be completed on approved forms and in accordance with procedures as issued by the County. In the event the Agency fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Agency or order payment stopped to the Agency in an amount proportional to the data estimated to be outstanding until such time that the data is current.

VII. OTHER REVENUES

Revenues generated by the Agency from other funding sources (e.g. donations, fund-raising) under this program, including fees collected from low-income participants, shall be separately identified and recorded as project income. These funds shall be used exclusively to provide increased levels of service.

VIII. SUBCONTRACTING

- A. The Agency is prohibited from subcontracting any funding and/or services contained within this Contract unless otherwise negotiated with the County.
- B. All rules, regulations and requirements contained in the Basic Terms and Conditions must be met for all subcontracts executed pursuant to this Contract. All subcontracting arrangements require prior written approval from the County.

IX. RECORDS RETENTION

The Agency shall retain all fiscal and clinical books, records, documents and other materials relevant to this Contract in accordance with WAC.

X. LOCATION AND HOURS OF SERVICE

- A. Services provided under this Contract shall be available in Snohomish County for Snohomish County residents.
- B. To ensure participants have consistent access to treatment services, the Agency shall minimally maintain business hours from 9:00 AM through 5:00 PM Monday through Friday, excluding recognized holidays or as negotiated with the County. Any reduction in service hours shall be submitted in writing to the County for approval, fifteen (15) calendar days prior to implementation.
- C. The Agency shall notify the County within ten (10) days of change in personnel which may affect the faithful execution of this Contract.

XI. ELIGIBILITY

- A. County funds shall be the dollar of last resort for billing. The Agency shall determine at time of intake if the individual has medical insurance, including state-sponsored programs providing low-cost health care coverage through private health plans, which covers substance use disorder treatment services. If the individual has medical insurance that covers substance use disorder treatment services, the medical insurance shall be used as the first source of billing to pay for treatment services. The Agency shall ensure that only one source of funding is used at any given time.
- B. Termination of a Contract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.
- C. The Agency shall have policies and procedures in place for participant grievances in the case of denial or termination of service or failure to act upon a request for services with reasonable promptness.

XII. MONITORING AND EVALUATION

The Agency shall cooperate with the County in monitoring activities a minimum of once per year or more as deemed appropriate by the County.

XIII. INTERAGENCY COORDINATION

- A. The Agency shall identify the primary agencies with whom they have regular relationships and whose activities substantially affect the delivery of services under this Contract. The Agency shall negotiate and execute working agreements with these agencies to ensure coordinated services and

appropriate referral procedures.

B. Working agreements shall minimally address the following:

1. Program description;
2. Referral procedures and timelines;
3. Release of information procedures;
4. Follow up procedures;
5. Procedures for exchanging information concerning program changes and unavailability of services; and
6. Procedures for problem solving between two (2) agencies.

XIV. EMERGENCY PROCEDURES

The Agency shall have a plan for serving individuals during periods when normal services may be disrupted. Disruption to normal services may include earthquakes, floods, snowstorms, and other natural disasters. Particular attention should be made for those individuals who are most at risk. When services are delivered at the Agency's workplace the plan shall include contact information for high-risk individuals, a list of emergency services, and stores of emergency provisions.

XV. CONTINUING EDUCATION

The Agency shall ensure their staff is effectively trained to implement the services they agree to provide under the terms of this Contract. The Agency is encouraged to inquire about the availability of additional training funds and opportunities to support their continuing education efforts.

XVI. MEETING PARTICIPATION

The Agency shall ensure they have representation at any County-sponsored trainings or meetings. The County shall notify the Agency a minimum of two (2) weeks prior to the event.

XVII. DEFINITIONS AND TERMS

The Agency shall utilize the definitions and terms in this Exhibit A as applicable throughout this Contract or as negotiated with the County.

EXHIBIT B

STATEMENT OF WORK / PROJECT DESCRIPTION

FIRST RESPONDER FLEX FUND

I. DESCRIPTION

- A. The Project shall assist Individuals to remove barriers to housing and/or abate emergency situations through the provision of Flex Fund assistance.
- B. The Project shall serve eligible Individuals only. The individuals/families must be experiencing homelessness or at risk of homelessness.

II. PROGRAM ACTIVITIES

In compliance with the terms of the Contract, the City shall perform the tasks and services as follows:

- A. The City shall develop and maintain a process to disburse Flex Funds to First Responders and Co-Responder Social Workers, not to exceed the total amount included in the Approved Project Budget (Exhibit C).
- B. First Responders and Co-Responder Social Workers shall access Flex Funds in order to procure goods and/or services directly related to the needs of Individuals, which cannot be met through existing categorical services or formal/informal community mechanisms or for an immediate need in which other mechanisms cannot be accessed in a timely manner. Examples of such purchases may include, but are not limited to: shelter, food (for example: a hot meal or food, beverages, groceries to get by for a few days or until another resource can be accessed), clothing (for example: shoes, coats, socks, underclothes, pants, tops, gloves), medical care, transportation, or other basic needs.
- C. Flex Funds are designed to be used by Co-Responders/Social Workers who work with First Responders and by First Responders who may not have a Co-Responder at the time a need is identified. Flex Funds are not intended to be used as a reward or withheld as a punishment. Use of Flex Funds in this manner may lead to a review of this Contract and re-evaluation of this award.
- D. Flex Funds shall not be paid directly to the Individuals or used for the purchase of alcohol, tobacco, vaping, products, marijuana products, firearms, ammunition, or other weaponry.
- E. The City shall utilize flex funds throughout the duration of this Contract and shall not use these funds at the end of the year to “stock up” in lieu of providing

assistance to individuals and families to help end homelessness in real time during the year.

- F. The City shall submit supporting documentation for expenses covered by Flex Funds with the Approved Invoice (Exhibit D) for reimbursement.
- G. The City shall include receipts for services and purchases with the invoice as supporting documentation.
- H. The City shall submit invoices by the tenth (10th) day of the month following flex fund use. Exception: the December invoice must be submitted no later than January 6, 2025.
- I. The County will review fund usage throughout this Contract period and may reallocate unutilized funds to cities that are in need of additional funds.
- J. Funds allocated to the First Responder Flex Fund are determined on an annual basis based on funding availability and are not guaranteed.

III. REPORTS

The City shall submit a report each quarter providing information regarding the number of individuals assisted, number of assistance activities and a description of at least one individual or family that was able to remove a barrier to housing or abate an emergency situation as a result of the Project. The quarterly narrative shall be submitted with the monthly invoice.

EXHIBIT C
CONTRACT BUDGET - COST REIMBURSEMENT
FIRST RESPONDER FLEX FUND

AGENCY NAME: City of Marysville
CONTRACT PERIOD: 1/1/2024 to 12/31/2024

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
EHP	1/1/2024 to 12/31/2024	\$ 10,295		\$ 10,295
				-
				-
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 10,295	\$ -	\$ 10,295

MATCHING RESOURCES:

<u>N/A</u>	<u>N/A</u>
<u></u>	<u></u>
<u></u>	<u></u>
TOTAL MATCHING RESOURCES: <u>N/A</u>	

MATCH REQUIREMENTS FOR CONTRACT:	% <u>N/A</u>	AMOUNT: <u>N/A</u>
---	---------------------	---------------------------

OTHER PROGRAM RESOURCES (Identify):

SOURCE	FUNDING PERIOD	AMOUNT
TOTAL OTHER RESOURCES:		\$ -

EXPENDITURES

CATEGORY	FUND SOURCE EHP	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	TOTAL	OTHER RESOURCES
Salaries/Wages							\$ -	
Benefits							-	
Supplies/Minor Equip.							-	
Prof. Services							-	
Postage							-	
Telephone							-	
Mileage/Fares							-	
Meals							-	
Lodging							-	
Advertising							-	
Leases/Rentals							-	
Insurance							-	
Utilities							-	
Repairs/Maint.							-	
Client Flex Funds							-	
Printing							-	
Dues/Subscrip.							-	
Regis./Tuition							-	
Machinery/Equip.							-	
Administration							-	
Indirect							-	
Miscellaneous							-	
Flex Funds	10,295						10,295	
Misc. Construction							-	
Acquisition							-	
Relocation							-	
							-	
TOTAL	\$ 10,295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,295	\$ -

EXPENDITURE NARRATIVE

AMOUNT	CATEGORY	NARRATIVE (provide justification describing each category supported with funds awarded under this contract)
10,295	Flex Funds	Cost of Flex Funds distributed to First Responders
\$ 10,295	TOTAL	

DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE
N/A						

TOTAL: \$0

NOTE: Above figures may reflect rounding



Snohomish County Human Services Department - 3000 Rockefeller, M/S 305, Everett, WA 98201

Contracting City and Address: City of Marysville 501 Delta Ave Marysville,WA 98270	Contract #: BH-24-62-08-200	
	Project Title: First Responder Flex Fund	
	Contract Manager:	Cleo Harris (425)388-7423 cleo.harris@snoco.org
	Reporting Period:	To:

SUB OBJ	Account Title	Current Expenditures	Contract To Date Expenditures	Total Contract Budget	Contract Budget Balance
52	Flex Funds			\$ 10,295.00	\$ 10,295.00
	TOTALS	\$ -	\$ -	\$ 10,295.00	\$ 10,295.00

Exhibit D
BH-24-62-08-200
City of Marysville
Page 1 of 2



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 11, 2024

SUBMITTED BY: Development Services Tech Brad Zahnow, Public Works

ITEM TYPE: Real Estate

AGENDA SECTION: **Consent**

SUBJECT: City of Marysville Utility Easement for VP/MS, LLC.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the City of Marysville Non-Exclusive Ingress/Egress and Utility Easement with VP/MS, LLC.

SUMMARY: This is a utility easement made between VP/MS, LLC, grantor, and CITY OF MARYSVILLE, grantee. Location of this easement is at Kendall Subaru of Marysville, between 156th St NE and 164th St NE of Smokey Point Boulevard. This easement is to provide water and sewer service for commercial activities at the intended parcels and is necessary for city staff to perform utility maintenance activities of the facility.

ATTACHMENTS:

[Kendall Subaru Utility Easement.pdf](#)
[Map Kendall Subaru Easement.pdf](#)

After recording return to:

City of Marysville
501 Delta Avenue
Marysville, WA 98270

City of Marysville Utility Easement

THIS INDENTURE made this 9TH day of FEBRUARY, 2024 between (owner) VP / MS LLC, an Oregon limited liability company, hereinafter referred to as "Grantor;" and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee," and (bank) MOUNTAIN WEST BANK, hereinafter referred to as "Mortgagee," WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington described as follows:

See **EXHIBIT A** attached hereto

Abbreviated legal description NW1/4, SW1/4, Sec.28,T.31N.,R.5E. Add'l on p. _____
(i.e., lot, block, plat or quarter, section, township, range)

Assessor's Tax Parcel ID#: 31052800300300, & 31052800300600

and,

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over, under, through, in and upon said lands and premises;

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its contractors, agents, permittees and licensees, the perpetual right, privilege and authority to construct, alter, improve, repair, operate and maintain storm drainage lines, and/or sanitary sewer lines, and/or water lines, pipes and appurtenances across, over, under, through, in and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

See **EXHIBIT B, EXHIBIT C and EXHIBIT D** attached hereto

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said lines, and the right at any time to remove said lines and appurtenances from said lands.

The Grantor reserves the right to use the surface of the above-described easement in the manner now existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said easement. This conveyance is conditioned upon the Grantee's obligation to replace any fences, lawn, shrubbery or land

contours that are disturbed in connection with the exercise of the Grantee's rights hereunder, in as good condition as the same were immediately before the property was entered by the Grantee.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said lines and appurtenances from said lands, or shall otherwise permanently abandon said lines, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same is free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors and assigns forever.

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

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

GRANTOR:

Name or Co: VP/MS LLC

Sign: [Signature]

Print: David E. Blewett

Title: Manager

MORTGAGE HOLDER:

Bank: MOUNTAIN WEST BANK

Sign: [Signature]

Print: David J. Bruce

Title: SVP & Manager

Mortgage Notary:

STATE OF IDAHO)

)ss.

COUNTY OF Ada)

I certify that I know or have satisfactory evidence that Bruce, Jonathan David is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the (title) SVP + Manager of (bank) Mountain West Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated this 9th day of February, 2024

(Notary Signature) [Signature]

(Print Name) Truli Nice-Sewell

NOTARY PUBLIC in and for the State of Idaho

Residing at (city): Boise

My commission expires: 8/8/2028

Individual Notary:

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

I certify that I know or have satisfactory evidence that _____ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20____

(Notary Signature)

(Print Name)

NOTARY PUBLIC in and for the State of Idaho

Residing at (city): _____

My commission expires: _____

Representative or Company Notary:

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

I certify that I know or have satisfactory evidence that David E. Blewett is/are the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged him/her as the (title) Manager of (company) VP/MS LLC, an Oregon limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 8th day of February, 2024

Josie Baxter

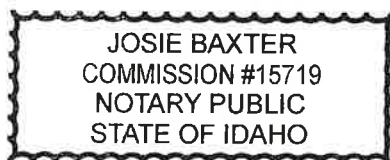
(Notary Signature)

Josie Baxter
(Print Name)

NOTARY PUBLIC in and for the State of Idaho

Residing at (city): Idaho, Boise

My commission expires: 11-18-26



Note: Do not write or stamp in 1" margins.

EXHIBIT A

Grantor Parcel: VP/MS, LLC

Lot 1 of City of Marysville Boundary Line Adjustment No. 16-006, as recorded under Auditor's File No. 201703065001, records of Snohomish County, Washington.

Together with Lot 1 of City of Marysville Boundary Line Adjustment No. 22-005, recorded under Snohomish County Auditor's File No. 202302145001.

EXHIBIT B

Grantor: VP/MS, LLC

City of Marysville Sewer Easement and Water Easement

15' Sanitary Sewer Easement

A 15.00 feet wide sanitary sewer easement over, under, across and through that portion of Lot 1 of City of Marysville Boundary Line Adjustment No. 16-006, recorded under Snohomish County Auditor's File No. 201703065001, and that portion of Lot 1 of City of Marysville Boundary Line Adjustment No. 22-005, recorded under Snohomish County Auditor's File No. 202302145001, lying 7.50 feet on each side of the easement centerline more particularly described as follows:

Commencing at the Southeast corner of said Lot 1 of said City of Marysville Boundary Line Adjustment No. 16-006; thence North 87° 15' 58" West, along the South line of said Lot 1, a distance of 78.76 feet to the **True Point of Beginning**; thence North 2° 42' 40" East a distance of 194.24 feet; thence South 86° 58' 54" East a distance of 520.77 feet to the East line of said Lot 1 of said City of Marysville Boundary Line Adjustment No. 22-005 and the **Terminus** of this center line.

10' Water Line Easement

A 10.00 feet wide water line easement over, under, across and through that portion of Lot 1 of City of Marysville Boundary Line Adjustment No. 16-006, recorded under Snohomish County Auditor's File No. 201703065001, and that portion of Lot 1 of City of Marysville Boundary Line Adjustment No. 22-005, recorded under Snohomish County Auditor's File No. 202302145001, lying 5.00 feet on each side of the easement centerline more particularly described as follows:

Commencing at the Southwest corner of said Lot 1 of said City of Marysville Boundary Line Adjustment No. 16-006; thence South 87° 15' 58" East, along the South line of said Lot 1, a distance of 21.78 feet to a point hereinafter referred to as **Point "A"**; thence continuing South 87° 15' 58" East, along said South line, a distance of 298.82 feet to a point hereinafter referred to as **Point "B"**; thence continuing South 87° 15' 58" East, along said South line, a distance of 100.68 feet to the **True Point of Beginning** of this centerline; thence North 2° 43' 41" East a distance of 133.70 feet to a point hereinafter referred to as **Point "C"**; thence North 2° 43' 41" East a distance of 18.91 feet; thence South 87° 03' 04"

Page 1 of 2

East a distance of 316.30 feet to a point hereinafter referred to as **Point "D"**; thence North 2° 42' 33" East a distance of 312.28 feet to a point hereinafter referred to as **Point "E"**; thence North 86° 58' 01" West a distance of 264.01 feet to a point hereinafter referred to as **Point "F"**; thence North 87° 27' 35" West a distance of 230.24 feet to a point hereinafter referred to as **Point "G"**; thence South 2° 39' 35" West a distance of 175.93 feet; thence North 86° 16' 18" West a distance of 55.68 feet to a point hereinafter referred to as **Point "H"**; thence North 88° 26' 58" West a distance of 193.68 feet to a point on the West line of said Lot 1 of said City of Marysville Boundary Line Adjustment No. 22-005 and the **Terminus** of the herein described centerline.

Together with a 10.00 feet easement for water line purposes and their appurtenances, over, under, across and through that portion of said Lots 1, lying 5.00 feet on each side of the following described centerlines;

Beginning at the hereinbefore described **Point "A"**; thence North 2° 43' 41" East a distance of 6.96 feet to the **Terminus** of the herein described centerline.

Beginning at the hereinbefore described **Point "B"**; thence North 2° 43' 41" East a distance of 7.69 feet to the **Terminus** of the herein described centerline.

Beginning at the hereinbefore described **Point "C"**; thence North 87° 16' 19" West a distance of 40.58 feet to the **Terminus** of the herein described centerline.

Beginning at the hereinbefore described **Point "D"**; thence South 2° 42' 33" West a distance of 19.06 feet to a point on the South line of said Lot 1 of said City of Marysville Boundary Line Adjustment No. 22-005 and the **Terminus** of the herein described centerline.

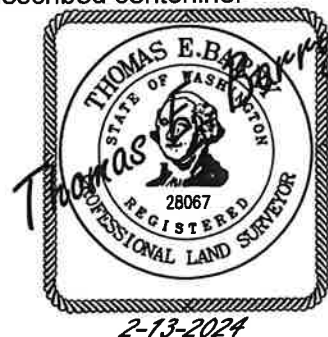
Beginning at the hereinbefore described **Point "D"**; thence South 87° 03' 04" East a distance of 184.36 feet to a point on the East line of said Lot 1 of said City of Marysville Boundary Line Adjustment No. 22-005 and the **Terminus** of the herein described centerline.

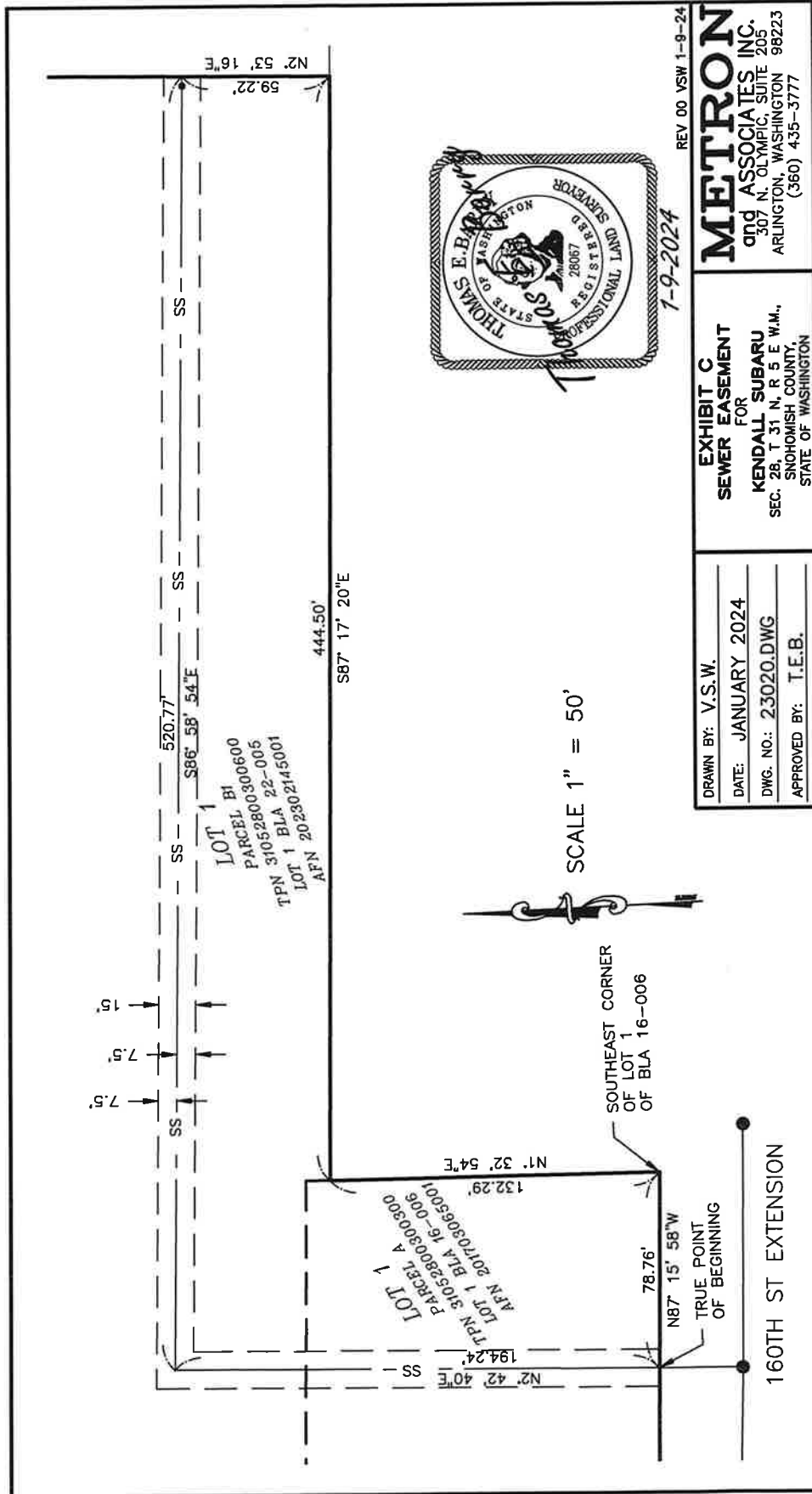
Beginning at the hereinbefore described **Point "E"**; thence South 87° 03' 04" East a distance of 27.47 feet to the **Terminus** of the herein described centerline.

Beginning at the hereinbefore described **Point "F"**; thence North 2° 09' 47" East a distance of 36.20 feet to the **Terminus** of the herein described centerline.

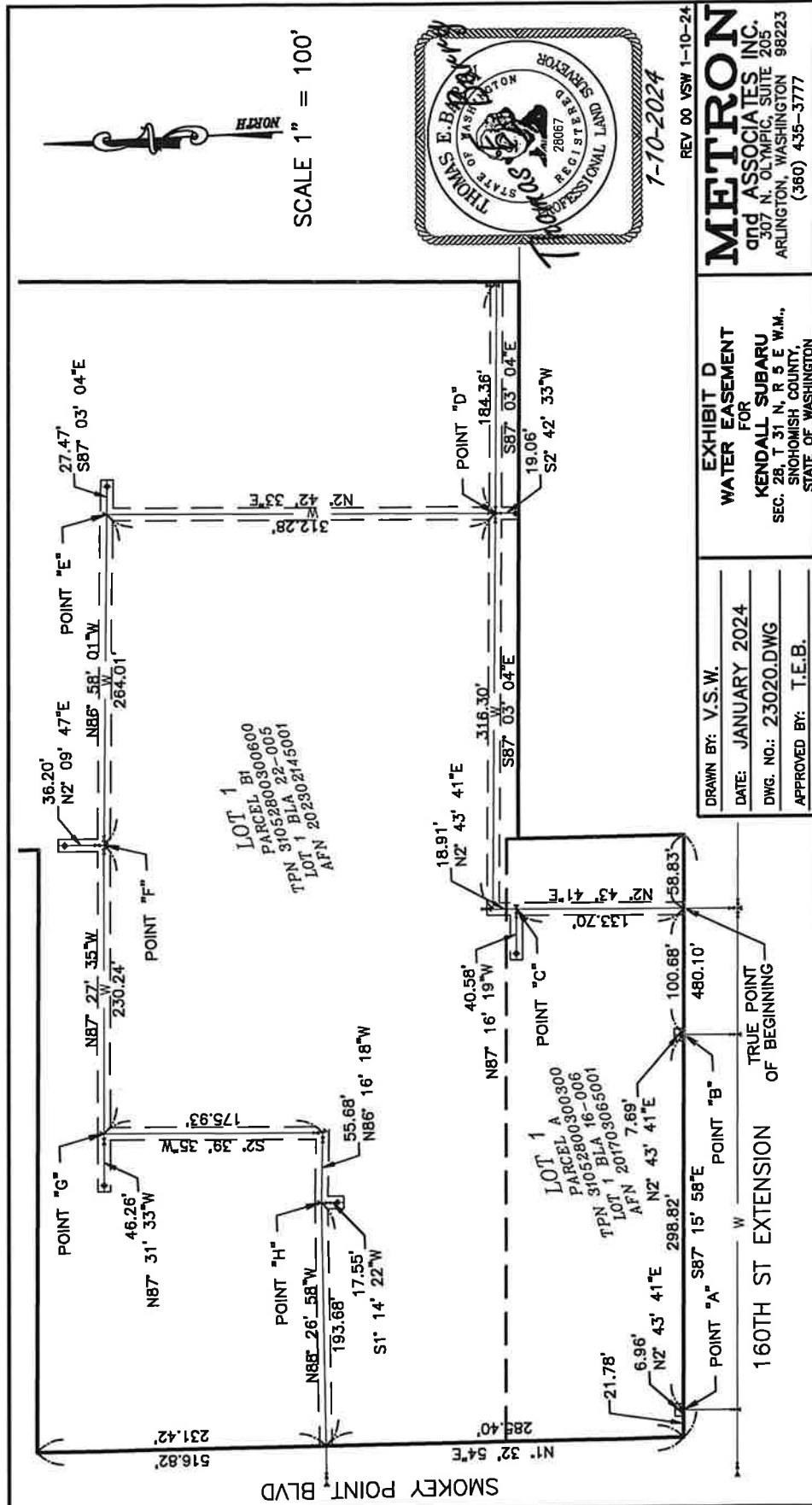
Beginning at the hereinbefore described **Point "G"**; thence North 87° 31' 33" West a distance of 46.26 feet to the **Terminus** of the herein described centerline.

Beginning at the hereinbefore described **Point "H"**; thence South 1° 14' 22" West a distance of 17.55 feet to the **Terminus** of the herein described centerline.





DRAWN BY: V.S.W. DATE: JANUARY 2024 DWG. NO.: 23020.DWG APPROVED BY: T.E.B.	EXHIBIT C SEWER EASEMENT FOR KENDALL SUBARU SEC. 28, T. 31 N., R. 5 E. W.M., SNOHOMISH COUNTY, STATE OF WASHINGTON	METRON and ASSOCIATES INC. 307 N. OLYMPIC, SUITE 205 ARLINGTON, WASHINGTON 98223 (360) 435-3777
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METRON
 and ASSOCIATES INC.
 307 N. OLYMPIC, SUITE 205
 ARLINGTON, WASHINGTON 98223
 (360) 438-3777

EXHIBIT D
WATER EASEMENT
FOR
KENDALL SUBARU
 SEC. 28, T 31 N, R 5 E W.M.,
 SNOHOMISH COUNTY,
 STATE OF WASHINGTON

DRAWN BY: V.S.W.
DATE: JANUARY 2024
DWG. NO.: 23020.DWG
APPROVED BY: T.E.B.





Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 11, 2024

SUBMITTED BY: Executive Services Coordinator Sarah Calvin, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: FBI Lease Renewal for Marysville Tanks RF Site

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Communications Site Sublease/License with the US Department of Justice / Federal Bureau of Investigations.

SUMMARY: The original agreement signed in 2004 has been renewed several times, but was inadvertently allowed to expire on 9/30/2023. The new agreement will be effective 10/1/2023 and retain the terms from 2004. It will renew for 10 years, 9 - 1 year renewals. The rental rate will be \$3,085.86 per month with an increase of 3% for each subsequent year, beginning on October 1st of each year.

ATTACHMENTS:

[USDOJ Communications Site Sublease 2-16-24.pdf](#)
[1216 - US Department of Justice - Agreement - Communication Site Sublease.pdf](#)

NONEXCLUSIVE COMMUNICATIONS SITE SUBLEASE/LICENSE

1. The City of Marysville (City) subleases or licenses to the United States Department of Justice/Federal Bureau of Investigation (FBI) premises for the location of communications equipment under the terms of a Nonexclusive Communications Site Sublease/License dated May 11, 2004, which has been subsequently renewed.

2. The City and the FBI inadvertently allowed the Communications Site Sublease to expire and through this agreement ratify the Sublease and extend it.

2. The City and the FBI desire to extend the sublease of the premises for a term of ten years and at a rental rate of \$3085.86 per month for the first year (October 1, 2023 to September 30, 2024) and payable monthly through electronic funds transfer. The rental rate will increase by three percent (3%) for each subsequent year beginning on October 1st of each year.

3. This extension is contingent on Congressional approval of funding for the ensuing fiscal years.

4. Except for the provisions regarding the term and rental rate contained in this renewal, all terms and conditions of the original Nonexclusive Communications Site Sublease/License dated May 11, 2004, remain in full force and effect.

5. This ratification and renewal is effective on the date of the last signature below.

U.S. DEPARTMENT OF JUSTICE/FEDERAL BUREAU OF INVESTIGATION

_____ Dated: _____, 2024

CITY OF MARYSVILLE

_____ Dated: _____, 2024
Jon Nehring, Mayor

Attest:

Approved as to form:

Tina Brock, Deputy City Clerk

Jon Walker, City Attorney

FBI Division	SEATTLE
Site Name	MARYSVILLE TANK
Site Number	SE-052
License Expiration Date	09/30/2022

STANDARD FBI ANTENNA SITE
LICENSE RENEWAL

Reference is made to the agreement dated 10/01/2019

between the LICENSOR: CITY OF MARYSVILLE
80 COLUMBIA AVENUE
MARYSVILLE, WA 98270-

POC: TONYA MIRANDA

POC Phone: 360-363-8123

and LICENSEE: **U.S. DEPARTMENT OF JUSTICE**
FEDERAL BUREAU OF INVESTIGATION

For use of the following facilities: SE-052 MARYSVILLE TANK

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2021 and ending September 30, 2022. The extension of this License Agreement is contingent upon Congressional approval of 2022 funding. Monthly License fee is **\$2,995.98**. Due to the Congressional budget process whereby the Federal Government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. For questions, please contact Jacqueline Nichols at (703) 985-3051 or jnichols@fbi.gov.

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

POC: *Jacqueline Nichols*
Date: 6/18/21

NOTICE

The Federal Government has created the System for Award Management (SAM.gov) <https://www.sam.gov/portal/public/SAM/>. This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in SAM.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in SAM.gov. The banking information that the vendor enters into SAM.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor (vendor) to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor is required to keep the SAM.gov registration up-to-date and to ensure the banking information is correct.

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Taxpayer Identification Number 916001459
Licensor DUNS Number 076658673

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto <http://www.ipp.gov/> and register with the IPP system.

ORIGINAL



U.S. Department of Justice
Federal Bureau of Investigation

RECEIVED
JUL 14 2021
CITY OF MARYSVILLE
PUBLIC WORKS &
COMMUNITY DEVELOPMENT

June 18, 2021

Dear Lease Management,

Enclosed, is the Antenna Site License Renewal Letter intended for fiscal year 2022. Please forward questions or concerns to jnichols@fbi.gov or (703)985-3051.

Respectfully,

A handwritten signature in blue ink, reading "Jacqueline Nichols", is positioned above the typed name.

Jacqueline Nichols
Finance & Site Licensing Group
ERF Bldg. 27958A
Quantico, VA 22135

NONEXCLUSIVE AMENDMENT TO COMMUNICATIONS SITE SUBLEASE/LICENSE

1. The City of Marysville (City) subleases or licenses to the United States Department of Justice/Federal Bureau of Investigation (FBI) premises for the location of communications equipment under the terms of a Nonexclusive Communications Site Sublease/License dated May 11, 2004, which has been subsequently renewed;

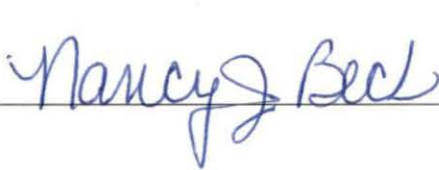
2. The City and the FBI desire to extend the existing sublease of the premises for a one (1) year term at a rental rate of \$2,824.00 per month, with two (2) one year renewal options, payable monthly through electronic funds transfer. The rental rate will increase by three percent (3%) for the second year and third year, resulting in monthly rental rates of \$2,908.72 per month for the second year and \$2,995.98 per month for the third year.

3. This extension is contingent on Congressional approval of funding for the ensuing fiscal years.

4. Except for the provisions regarding the term and rental rate contained in this renewal, all terms and conditions of the original Nonexclusive Communications Site Sublease/License dated May 11, 2004, remain in full force and effect.

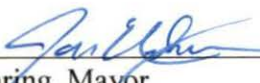
5. This renewal is effective on the date of the last signature below.

U.S. DEPARTMENT OF JUSTICE/FEDERAL BUREAU OF INVESTIGATION



Dated: 2/6/2020, 2019

CITY OF MARYSVILLE


Jon Nehring, Mayor

Dated: 3/21/20, 2019

Attest:

Approved as to form:


Tina Brock, Deputy City Clerk


Jon Walker, City Attorney

ORIGINAL

FBI Division	SEATTLE
Site Name	MARYSVILLE TANK
Site Number	SE-052
License Expiration Date	09/30/2022

STANDARD FBI ANTENNA SITE
LICENSE RENEWAL

Reference is made to the agreement dated 10/01/2019

between the LICENSOR: CITY OF MARYSVILLE
80 COLUMBIA AVENUE
MARYSVILLE, WA 98270-

POC: TONYA MIRANDA

POC Phone: 360-363-8123

and LICENSEE: **U.S. DEPARTMENT OF JUSTICE**
FEDERAL BUREAU OF INVESTIGATION

For use of the following facilities: SE-052 MARYSVILLE TANK

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2021 and ending September 30, 2022. The extension of this License Agreement is contingent upon Congressional approval of 2022 funding. Monthly License fee is **\$2,995.98**. Due to the Congressional budget process whereby the Federal Government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. For questions, please contact Jacqueline Nichols at (703) 985-3051 or jnichols@fbi.gov.

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

POC: *Jacqueline Nichols*
Date: 6/18/21

NOTICE

The Federal Government has created the System for Award Management (SAM.gov) <https://www.sam.gov/portal/public/SAM/>. This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in SAM.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in SAM.gov. The banking information that the vendor enters into SAM.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor (vendor) to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor is required to keep the SAM.gov registration up-to-date and to ensure the banking information is correct.

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Taxpayer Identification Number 916001459
Licensor DUNS Number 076658673

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto <http://www.ipp.gov/> and register with the IPP system.

ORIGINAL



U.S. Department of Justice
Federal Bureau of Investigation

RECEIVED
JUL 14 2021
CITY OF MARYSVILLE
PUBLIC WORKS &
COMMUNITY DEVELOPMENT

June 18, 2021

Dear Lease Management,

Enclosed, is the Antenna Site License Renewal Letter intended for fiscal year 2022. Please forward questions or concerns to jnichols@fbi.gov or (703)985-3051.

Respectfully,

A handwritten signature in blue ink, reading "Jacqueline Nichols", is positioned above the typed name.

Jacqueline Nichols
Finance & Site Licensing Group
ERF Bldg. 27958A
Quantico, VA 22135

FBI Division	<u>SEATTLE</u>
Site Name	<u>MARYSVILLE TANK</u>
Site Number	<u>SE-052</u>
License Expiration Date	<u>09/30/2019</u>

STANDARD FBI ANTENNA SITE
LICENSE RENEWAL

Reference is made to the agreement dated 10/01/2014
between the LICENSOR: CITY OF MARYSVILLE
80 COLUMBIA AVENUE
MARYSVILLE, WA 98270-
POC: CHERYL NICLAI
POC Phone: 360-363-8123
and LICENSEE: U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
For use of the following facilities: SE-052 MARYSVILLE TANK

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2017 and ending September 30, 2018. The extension of this License Agreement is contingent upon Congressional approval of 2018 funding. Monthly License fee is **\$1,468.54**. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. For questions, please contact Angenette L. Daniels at 703-985-2698 or Angenette.Daniels@ic.fbi.gov.

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

POC: _____
Date: _____

NOTICE

The Federal Government has created the System for Award Management (SAM.gov) <https://www.sam.gov/portal/public/SAM/> This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in sam.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in sam.gov. The banking information that the vendor enters into sam.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor (vendor) is required to keep the sam.gov registration up-to-date and to ensure the banking information is correct.

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Taxpayer Identification Number	<u>916001459</u>
Licensor DUNS Number	<u>076658673</u>

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto <http://www.ipp.gov/> and register with the IPP system.

FBI Division	SEATTLE
Site Name	MARYSVILLE TANK
Site Number	SE-052
License Expiration Date	09/30/2019

STANDARD FBI ANTENNA SITE
LICENSE RENEWAL

Reference is made to the agreement dated 10/01/2014

between the LICENSOR: CITY OF MARYSVILLE
80 COLUMBIA AVENUE
MARYSVILLE, WA 98270-

POC: TONYA MIRANDA

POC Phone: 360-363-8122

and LICENSEE: U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

For use of the following facilities: SE-052 MARYSVILLE TANK

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2015 and ending September 30, 2016. The extension of this License Agreement is contingent upon Congressional approval of 2016 funding. Monthly License fee is **\$1,384.24**. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. It is recommended that the Licensor submits monthly invoices. These will be processed outside the purchase order vehicle for circumstances whereby funding levels permit only month by month payment.

Please acknowledge below and return to FBI, Bldg 27958A, Quantico, VA 22135, Attn: Radio Site Licensing.

For questions, please contact Angenette L. Daniels, Angenette.Daniels@ic.fbi.gov at 703-985-2698.

Licensor Acknowledgement: 

Date: 8/16/15

NOTICE

The Federal Government has created the System for Award Management (SAM.gov) <https://www.sam.gov/portal/public/SAM/> This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in sam.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in sam.gov. The banking information that the vendor enters into sam.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor (vendor) is required to keep the sam.gov registration up-to-date and to ensure the banking information is correct.

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Taxpayer Identification Number 916001459 (mandatory)

Licensor DUNS Number 076658673 (mandatory)

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto <http://www.ipp.gov/> and register with the IPP system.

ORIGINAL

COMMUNICATION SITE SUBLEASE/LICENSE RENEWAL

Whereas, the City of Marysville subleases or licenses to U.S. Department of Justice ("Subleasee/licensee") premises for the location of communications equipment pursuant to the terms of a Nonexclusive Communication Site Sublease/License dated May 11, 2004 (the "Sublease/License");

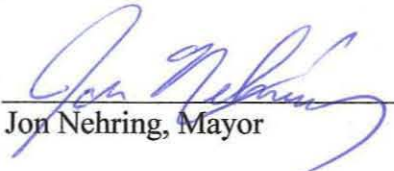
Whereas, Subleasee/licensee wishes to exercise a right of renewal under the Sublease/License;

Now, therefore, it is agreed as follows:

1. Exercise of Renewal. Subleasee/licensee hereby renews the lease for a period of 1 year from October 1, 2012 and ending on September 30, 2013 in accordance with paragraph 6 of the Sublease/License. Rent during the renewal period shall be in the amount of \$15,657.36, payable as follows: Payments will be made monthly through electronic fund transfers in the amount of \$1,304.78 for a total of 12 consecutive payments.
2. Contingencies. Renewal of the Sublease/License is conditioned on the following:
The extension of this license agreement is contingent upon Congressional approval of FY 2013 funding.
3. Acknowledgement of City. By the signature of the Mayor of the City of Marysville below the City acknowledges renewal of the Sublease/ License on the terms of the said Sublease/License and this Communication Site Sublease/License Renewal.
4. Ratification. Except for the provisions contained herein, the City of Marysville and Subleasee/licensee ratify and affirm as in full force and effect all terms and conditions of the Sublease/License.

In witness whereof the parties subscribed their names as of the date below stated:

City of Marysville

By: 
Jon Nehring, Mayor

Dated: 9/14/12

Subleasee/Licensee

By: 

Dated: 7/17/12

Kelly A. Haden
Program Manager
Federal Bureau of Investigation

ORIGINAL

COMMUNICATION SITE SUBLEASE/LICENSE RENEWAL

Whereas, the City of Marysville subleases or licenses to U.S. Department of Justice ("Subleasee/licensee") premises for the location of communications equipment pursuant to the terms of a Nonexclusive Communication Site Sublease/License dated May 11, 2004 (the "Sublease/License");

Whereas, Subleasee/licensee wishes to exercise a right of renewal under the Sublease/License;

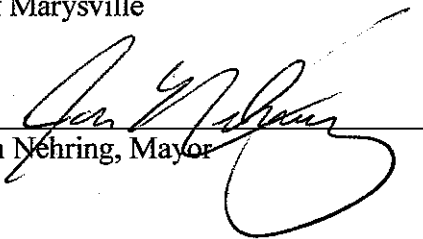
Now, therefore, it is agreed as follows:

1. Exercise of Renewal. Subleasee/licensee hereby renews the lease for a period of 1 year from October 1, 2011 and ending on September 30, 2012 in accordance with paragraph 6 of the Sublease/License. Rent during the renewal period shall be in the amount of \$15,201.36, payable as follows: Payments will be made monthly through electronic fund transfers in the amount of \$1,266.78 for a total of 12 consecutive payments.
2. Contingencies. Renewal of the Sublease/License is conditioned on the following:
The extension of this license agreement is contingent upon Congressional approval of FY 2012 funding.
3. Acknowledgement of City. By the signature of the Mayor of the City of Marysville below the City acknowledges renewal of the Sublease/ License on the terms of the said Sublease/License and this Communication Site Sublease/License Renewal.
4. Ratification. Except for the provisions contained herein, the City of Marysville and Subleasee/licensee ratify and affirm as in full force and effect all terms and conditions of the Sublease/License.

In witness whereof the parties subscribed their names as of the date below stated:

City of Marysville

By


Jon Nehring, Mayor

Dated:

7/11/11

Subleasee/Licensee

By



Kelly A. Haden

Program Manager

Federal Bureau of Investigation

Dated:

6/9/11

COMMUNICATION SITE SUBLEASE/LICENSE RENEWAL

Whereas, the City of Marysville subleases or licenses to U.S. Department of Justice ("Subleasee/licensee") premises for the location of communications equipment pursuant to the terms of a Nonexclusive Communication Site Sublease/License dated May 11, 2004 (the "Sublease/License");

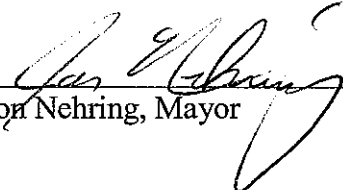
Whereas, Subleasee/licensee wishes to exercise a right of renewal under the Sublease/License;

Now, therefore, it is agreed as follows:

1. Exercise of Renewal. Subleasee/licensee hereby renews the lease for a period of 1 year from October 1, 2010 and ending on September 30, 2011 in accordance with paragraph 6 of the Sublease/License. Rent during the renewal period shall be in the amount of \$14,758.56, payable as follows: Payments will be made monthly through electronic fund transfers in the amount of \$1,229.88 for a total of 12 consecutive payments.
2. Contingencies. Renewal of the Sublease/License is conditioned on the following:
The extension of this license agreement is contingent upon Congressional approval of FY 2011 funding.
3. Acknowledgement of City. By the signature of the Mayor of the City of Marysville below the City acknowledges renewal of the Sublease/ License on the terms of the said Sublease/License and this Communication Site Sublease/License Renewal.
4. Ratification. Except for the provisions contained herein, the City of Marysville and Subleasee/licensee ratify and affirm as in full force and effect all terms and conditions of the Sublease/License.

In witness whereof the parties subscribed their names as of the date below stated:

City of Marysville

By 
Jon Nehring, Mayor

Dated: 4/24/11

Subleasee/License

By: 

Dated: 2/24/11

STANDARD FBI ANTENNA SITE
LICENSE RENEWAL (NS)

Reference is made to the agreement dated May 11, 2004

between the LICENSOR: City of Marysville

80 Columbia Avenue

Marysville, WA 98270

P.O.C. Holly Kohl

P.O.C. Phone (360) 363-8276

and LICENSEE: U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

for the use of the following facilities: Marysville Tank IW-SE-341

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2010 and ending on September 30, 2011. The extension of this License Agreement is contingent upon Congressional approval of FY2011 funding. License fee is \$1,229.88 a month. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. It is recommended that the Licensor submits monthly invoices. These will be processed outside the purchase order vehicle for circumstances whereby funding levels permit only month by month payment.

U.S. DEPARTMENT OF JUSTICE
Federal Bureau of Investigation

By: Rosemary Lynn Mears

Title: ENGINEERING SUPPORT SPECIALIST

Date: June 1, 2010

Please provide or correct the following information:

Taxpayer Identification # 916001459

Depositor Account Number: 63284202

Bank Routing Number (9-Digits): 125000024

The Federal Bureau of Investigation is a participating member of the Internet Payment Platform (IPP) Payment Notification System. To receive an internet e-mail notification of rental payment free of charge, log onto <https://www.ipp.gov/> and register with the IPP system.



U.S. Department of Justice

Federal Bureau of Investigation

Washington, D. C. 20535-0001

RE: License renewal

Please find enclosed your FY-2011 renewal letter(s). Your signature is not required. Please verify that the following information is correct: Tax ID Number, Depositor Account Number, and Bank Routing Number. If you should have any changes you can fax them to (703) 985-2694 or mail them to:

FBI
Engineering Research Facility
Attn: Rosemary Lynn Mears
Building 27958A
Quantico, VA 22135-0001

Thank you for all your assistance and please call Rosemary Lynn Mears, (703) 985-6761 for any payment issues.

Sincerely

Rosemary Lynn Mears
Engineering Support Specialist

COMMUNICATION SITE SUBLEASE/LICENSE RENEWAL

Whereas, the City of Marysville subleases or licenses to U.S. Department of Justice ("Subleasee/licensee") premises for the location of communications equipment pursuant to the terms of a Nonexclusive Communication Site Sublease/License dated May 11, 2004 (the "Sublease/License");

Whereas, Subleasee/licensee wishes to exercise a right of renewal under the Sublease/License;

Now, therefore, it is agreed as follows:

1. Exercise of Renewal. Subleasee/licensee hereby renews the lease for a period of 1 year from October 1, 2009 and ending on September 30, 2010 in accordance with paragraph 6 of the Sublease/License. Rent during the renewal period shall be in the amount of \$14,328.72, payable as follows: Payments will be made monthly through electronic fund transfers in the amount of \$1,194.06 for a total of 12 consecutive payments.
2. Contingencies. Renewal of the Sublease/License is conditioned on the following:
The extension of this license agreement is contingent upon Congressional approval of FY 2010 funding.
3. Acknowledgement of City. By the signature of the Mayor of the City of Marysville below the City acknowledges renewal of the Sublease/ License on the terms of the said Sublease/License and this Communication Site Sublease/License Renewal.
4. Ratification. Except for the provisions contained herein, the City of Marysville and Subleasee/licensee ratify and affirm as in full force and effect all terms and conditions of the Sublease/License.

In witness whereof the parties subscribed their names as of the date below stated:

City of Marysville

By: Dennis L. Kendall
Dennis L. Kendall, Mayor

Dated: 9/14/09

Subleasee/License

By: Kell a Hader

Dated: 8/20/2009

COMMUNICATION SITE SUBLEASE/LICENSE RENEWAL

Whereas, the City of Marysville subleases or licenses to U.S. Department of Justice ("Subleasee/licensee") premises for the location of communications equipment pursuant to the terms of a Nonexclusive Communication Site Sublease/License dated May 11, 2004 (the "Sublease/License");

Whereas, Subleasee/licensee wishes to exercise a right of renewal under the Sublease/License;

Now, therefore, it is agreed as follows:

1. Exercise of Renewal. Subleasee/licensee hereby renews the lease for a period of 1 year from October 1, 2008 and ending on September 30, 2009 in accordance with paragraph 6 of the Sublease/License. Rent during the renewal period shall be in the amount of \$13,911.36, payable as follows: Payments will be made monthly through electronic fund transfers in the amount of \$1,159.28 for a total of 12 consecutive payments.
2. Contingencies. Renewal of the Sublease/License is conditioned on the following:
The extension of this license agreement is contingent upon Congressional approval of FY 2009 funding.
3. Acknowledgement of City. By the signature of the Mayor of the City of Marysville below the City acknowledges renewal of the Sublease/ License on the terms of the said Sublease/License and this Communication Site Sublease/License Renewal.
4. Ratification. Except for the provisions contained herein, the City of Marysville and Subleasee/licensee ratify and affirm as in full force and effect all terms and conditions of the Sublease/License.

In witness whereof the parties subscribed their names as of the date below stated:

City of Marysville

By Dennis L. Kendall
Dennis L. Kendall, Mayor

Dated: 9-9-08

Subleasee/License

By: Geen Abbas

Dated: 8/14/08

COMMUNICATION SITE SUBLEASE/LICENSE RENEWAL

Whereas, the City of Marysville subleases or licenses to U.S. Department of Justice ("Subleasee/licensee") premises for the location of communications equipment pursuant to the terms of a Nonexclusive Communication Site Sublease/License dated May 11, 2004 (the "Sublease/License");

Whereas, Subleasee/licensee wishes to exercise a right of renewal under the Sublease/License;

Now, therefore, it is agreed as follows:

1. Exercise of Renewal. Subleasee/licensee hereby renews the lease for a period of 1 year(s) from October 1, 2007 and ending on September 30, 2008 in accordance with paragraph 6 of the Sublease/License. Rent during the renewal period shall be in the amount of \$13,506.12, payable as follows:
Payments will be made monthly through electronic fund transfers in the amount of \$1,125.51 for a total of 12 consecutive payments.
2. Contingencies. Renewal of the Sublease/License is conditioned on the following:
The extension of this license agreement is contingent upon Congressional approval of FY 2008 funding.
3. Acknowledgement of City. By the signature of the Mayor of the City of Marysville below the City acknowledges renewal of the Sublease/ License on the terms of the said Sublease/License and this Communication Site Sublease/License Renewal.
4. Ratification. Except for the provisions contained herein, the City of Marysville and Subleasee/licensee ratify and affirm as in full force and effect all terms and conditions of the Sublease/License.

In witness whereof the parties subscribed their names as of the date below stated:

City of Marysville

By Dennis L. Kendall
Dennis L. Kendall, Mayor

Dated: 8/31/07

Subleasee/License

By Margaret D. Denozaki
MARGARET D. DENOZAKI
CONTRACTING OFFICER
FEDERAL BUREAU OF INVESTIGATION

Dated: 8/9/2007

COMMUNICATION SITE SUBLEASE/LICENSE RENEWAL

Whereas, the City of Marysville subleases or licenses to U.S. Department of Justice ("Subleasee/licensee") premises for the location of communications equipment pursuant to the terms of a Nonexclusive Communication Site Sublease/License dated May 11, 2004 (the "Sublease/License");

Whereas, Subleasee/licensee wishes to exercise a right of renewal under the Sublease/License;

Now, therefore, it is agreed as follows:

1. Exercise of Renewal. Subleasee/licensee hereby renews the lease for a period of 1 year(s) from October 1, 2006 and ending on September 30, 2007 in accordance with paragraph 6 of the Sublease/License. Rent during the renewal period shall be in the amount of \$13,112.76, payable as follows:
Payments will be made monthly through electronic fund transfers in the amount of \$1,092.73 for a total of 12 consecutive payments.
2. Contingencies. Renewal of the Sublease/License is conditioned on the following:
The extension of this license agreement is contingent upon Congressional approval of FY 2007 funding.
3. Acknowledgement of City. By the signature of the mayor of the City of Marysville below the City acknowledges renewal of the Sublease/ License on the terms of the said Sublease/License and this Communication Site Sublease/License Renewal.
4. Ratification. Except for the provisions contained herein, the City of Marysville and Subleasee/licensee ratify and affirm as in full force and effect all terms and conditions of the Sublease/License.

In witness whereof the parties subscribed their names as of the date below stated:

City of Marysville

By: Dennis L. Kendall
Dennis L. Kendall, Mayor

Dated: 1/19/07

Subleasee/License

By: K. O. Adams

Dated: 1/31/07

FBI Divisio. Seattle
Site Name Marysville Tank
Site Number IW-SE-341
License Exp. Date 09/30/2019

STANDARD FBI ANTENNA SITE
LICENSE RENEWAL

Reference is made to the agreement dated 11 May 2004

between the LICENSOR: **CITY OF MARYSVILLE**
1049 State Ave
Suite 201
Marysville, WA 98270
Tax ID # 91-6001459

POC: Mary Swenson
POC Tel: (360) 651-5000

and LICENSEE: **U.S. DEPARTMENT OF JUSTICE**
FEDERAL BUREAU OF INVESTIGATION

for the use of the following facilities: **Marysville Tank, WA Communications Site**

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning **October 1, 2005** and ending of **September 30, 2006**. The extension of this License Agreement is contingent upon approval of **FY2006** funding. The monthly license fee is **\$1,060.90**. In compliance with the Debt Collection Improvement Act of 1996, all federal payments will be made via electronic funds transfer.

LICENSOR: By: Dennis L Kendall

Date: September 6, 2005

LICENSEE: **U.S. DEPARTMENT OF JUSTICE**
Federal Bureau of Investigation
Bldg. 27958A, Quantico, VA 22135
(703) 632-6714

By: Kell A Hosa

Date: 8/10/05

Please provide or correct the following information:

DUNS (Dunn and Bradstreet) Number: **07-665-8673**

Depositor Account Number: **63284202**

Bank Routing Number (9-Digits): **125000024**

The Federal Bureau of Investigation is a participating member of the **PAYMENT ADVISE INTERNET DELIVERY (PAID)** system. To receive an internet e-mail notification of rental payment free of charge, log onto <http://fms.treas.gov/paid/> and register with the PAID system.

FBI Division **Seattle**
Site Name **Marysville Tank**
Site Number **IW-SE-341**
License Exp. Date **09/30/2019**

STANDARD FBI ANTENNA SITE
LICENSE RENEWAL

Reference is made to the agreement dated **11 May 2004**

between the LICENSOR:

CITY OF MARYSVILLE
1049 State Ave
Suite 201
Marysville, WA 98270
Tax ID # 91-6001459

POC: Mary Swenson
POC Tel: (360) 651-5000

and LICENSEE:

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

for the use of the following facilities: **Marysville Tank, WA Communications Site**

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning **October 1, 2004** and ending of **September 30, 2005**. The extension of this License Agreement is contingent upon approval of **FY2005** funding. The monthly license fee is **\$1,030.00**. In compliance with the Debt Collection Improvement Act of 1996, all federal payments will be made via electronic funds transfer.

LICENSOR:

By: *Dennis L Kendall*
Mayor

Date: *10-18-04*

LICENSEE:

U.S. DEPARTMENT OF JUSTICE
Federal Bureau of Investigation
Bldg. 27958A, Quantico, VA 22135
(703) 632-6714

By: *Kee A. Aden*

Date: *8-16-04*

Please provide or correct the following information:

DUNS (Dunn and Bradstreet) Number: *07-665-8673*

Depositor Account Number: **63284202**

Bank Routing Number (9-Digits): **125000024**

The Federal Bureau of Investigation is a participating member of the PAYMENT ADVISE INTERNET DELIVERY (PAID) system. To receive an internet e-mail notification of rental payment free of charge, log onto <http://fms.treas.gov/paid/> and register with the PAID system.

NONEXCLUSIVE COMMUNICATION SITE SUBLEASE/LICENSE

THIS NONEXCLUSIVE COMMUNICATION SITE SUBLEASE/LICENSE (this "Licensee") is made by and between the City of Marysville, a municipal corporation and political subdivision of the State of Washington (hereinafter sometimes called "the City"), and The United States Department of Justice (hereinafter sometimes called "Co-locator," "USDOJ" or "licensee") this 1st day of May, 2004.

RECITALS

- I. The City has entered into a Communication Site Lease (the "Master Lease") with Snohomish County Emergency Radio System ("SERS"), a Washington Interlocal non-profit corporation.
- II. Under the Master Lease SERS has or is expected to construct a Communication Facility consisting of an antenna and related structures on the premises.
- III. Under the Master Lease, the City has the exclusive right to enter into sublease agreements or equivalent licensing agreements with third-party co-locators.
- IV. USDOJ desires to enter into a sublease or license with the City on the terms and conditions of this Sublease/License.

AGREEMENT

In consideration of the mutual covenants contained in this Sublease/License, the parties agree as follows:

1. RECOGNITION AND ACKNOWLEDGMENT OF MASTER LEASE.

Unless specifically provided otherwise herein, Licensee hereby recognizes, acknowledges and agrees to be fully bound to the terms of the Master Lease and all exhibits, schedules, General Terms and Conditions and Site Standards, Conditions and Interference Mitigation Requirements referenced in, attached to or incorporated into the Master Lease.

2. WARRANTY OF CITY. The City hereby warrants that the Master Lease is in full force and effect as of the date of this Sublease/License. The City agrees to continue to perform in accordance with the terms and conditions of the Master Lease. Except for the foregoing warranty, the City makes no warranty to Licensee either express or implied, concerning the Master Lease, the premises, or the suitability of the premises and improvements for Licensee's intended use.

3. NONEXCLUSIVE. This is a nonexclusive Sublease/License and Licensee

acknowledges and agrees that the site will be used by SERS as a communication facility and that the City may sublease or license the site and improvements to other sublessees/licensees to co-locate upon and use the premises and improvements for communications.

4. **PRECONDITIONS.** The City's performance under this Sublease/License is expressly preconditioned upon SERS's and the City's execution of the Master Lease and SERS's construction of the improvements required by the Master Lease to create a facility upon which Sublessee may co-locate. Should SERS not enter into the Master Lease, or should SERS fail to construct improvements required by the Master Lease, or should any preconstruction interference study conducted by or delivered to the City show that Licensee's agreed equipment will cause interference as the City may determine, at the option of the City, the City may declare this Sublease/License null and void and of no force and effect. Except as to any preconditions recognized by this paragraph, the parties shall be fully bound to this Sublease/License upon the stated effective date and licensee shall fully pay all rents and other charges due and perform all obligations of Licensee from and after the commencement date.

5. **PREMISES.** The City agrees to sublease or license to Licensee and Licensee agrees to lease or license from the City, upon the terms and conditions set forth herein, those areas and locations on the antenna, those related connectors, equipment, conduits and lines, and those storage areas described in detail on **Exhibit A** ("the connection and storage areas" or the "premises"). The connection and storage areas are located on premises depicted in an Area Map and Site Plans with legal description set out in detail in **Exhibit A** hereto (the "Site"). The connection and storage areas are part of an antenna and structures on the site described in detail in **Exhibit A** (the "Equipment and Structures List"). By taking possession of the premises, Licensee accepts the premises in their existing condition. The City makes no representation or warranty with respect to the condition of the premises and site and the City shall not be liable for any latent or patent defect in the premises or the site.

6. **TERM.**

The initial term shall be commence on _____ 2004 and expire on September 30, 2004. Thereafter, the term shall be for total of up to five years, consisting of five one year periods of licensee's fiscal year of October 1, to September 30 of the following year. Licensee shall give City notice 60 days before the expiration of a fiscal year of renewal for the following fiscal year.

7. **OPTION TO EXTEND.** So long as the same is not prohibited by the Master Lease, the City has not exercised any rights to terminate this Sublease/License, and Licensee has faithfully and fully performed all terms and conditions of this Sublease/License, Licensee shall have the right to extend this Sublease/License on the following terms and conditions:

a. **Notice.** Between one hundred eighty (180) days before and one hundred

fifty (150) days before the termination date, Licensee shall give the City written notice of its intent to extend this Sublease/License. Said notice shall be addressed and mailed in accordance with paragraph 31 of this Sublease/License.

b. **Rate Study.** Upon receipt of the notice, the City shall cause a rate study to occur to determine the fair market rental for the extended term of the lease. The results of the said study shall determine the rental for the extended period of the lease.

c. **Length of Extension.** Upon exercise of an option to extend, the term may be extended as permitted under the terms of this Sublease/License for two (2) additional five (5) year periods consisting of annual terms matching Licensee's fiscal year.

d. **Terms and Conditions.** Except for the rental rate determined by the rate study, the remaining terms and conditions of this Sublease/License shall be in full force and effect during the extension period.

8. **EQUIPMENT TO BE ATTACHED.** Licensee may attach to the antenna and structures only the equipment, connectors conduits and line expressly set out in **Exhibit A** (the "agreed equipment"). Said agreed equipment shall be installed in accordance with the plans and specifications set out in **Exhibit A**. The City may require that Licensee submit an interference study to the City demonstrating that the agreed equipment will not cause interference with existing and contemplated equipment to use the premises. Licensee may not use the premises for any other purpose.

9. **FACILITY FEE; RENT; ADDITIONAL RENT; OTHER CHARGES.** Licensee agrees to pay the City, and where indicated third parties, fees, rent, additional rent and other charges as follows:

a. **SERS Siting Fee.** Licensee agrees to pay a siting fee to SERS in an amount set out in the General Terms and Conditions to the Master Lease. The siting fee will be negotiated between SERS and USDOJ. Said fee shall be paid upon execution of this Sublease/License.

b. **City Siting Fee.** Licensee agrees to pay a siting fee to the City in the amount of TWO THOUSAND DOLLARS (\$2,000.00). Said fee shall be paid upon execution of this Sublease/License.

c. **Annual Base Rent.** Licensee shall pay the City annual base rent in the amount amount of \$12,000. Base rent for the initial term shall be paid within thirty (30) days of expiration of the initial term. Thereafter annual base rent shall be due and payable within thirty days (30) of the expiration of each fiscal year. Should the City allow

allow Licensee to add to or change the equipment to be attached, any agreement addressing the addition to or change of equipment shall address adjustment of the annual base rent and any pro-ratio to account for additions or changes in the middle of a lease year.

d.. **Adjustment of Annual Base Rent.** The annual base rent shall be adjusted beginning with the lease year commencing on the third anniversary of the commencement date. Said increase shall be a 3% increase.

e. **Insurance Cost.** If as a result of this Sublease/License the City's cost for any insurance shall increase, the City shall invoice Licensee for the increased cost on the anniversary of the commencement date. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

f.. **Utilities Cost.** If all of the utilities to Licensee's equipment and facilities are not separately metered and billed to Licensee, but the said utility is billed to the City and increases the City's cost for utilities, the City shall invoice Licensee for the increased cost on the anniversary of the commencement date. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

g.. **Tax Imposed on the City.** Should any tax be imposed on the City for or on account of this Sublease/License, or the City's receipt of payments under this Sublease/License, upon the City's payment of said tax, the City shall invoice Licensee for the tax imposed upon the City. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

h.. **No Offset.** All charges under this lease are charges for rent. Tenant shall pay all rent under this lease without offset.

10. **INTEREST.** In addition to all other charges, in the event a payment is not paid when due, Licensee shall pay to the City interest in compliance with the Prompt Payment Act.

11. **TAXES.** Licensee is exempt from the payment of state and local taxes associated with this Sublease/License.

12. **USE OF THE CONNECTION AND STORAGE AREAS.**

a. **Installation.** Licensee may use the connection and storage areas to install, maintain and operate the agreed equipment. This use shall be nonexclusive. Installation

shall be done under the supervision of the City or its designee. The City may forbid installation of any material, even if part of the agreed equipment, if in the City's sole judgment, reasonably exercised, the material will damage the property or interfere with the rights of SERS, the City, or any present or prospective co-locator. All expenses of installation of Licensee's equipment shall be at the sole cost and expense of Licensee. Licensee shall paint the color of its facilities as the City may direct.

b. **Compliance With Law; Waste.** Licensee shall, at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of equipment and use of the premises. Licensee shall not permit, and shall not cause waste upon the premises.

c. **Removal.** The Licensee shall remove its equipment and materials from the premises upon the termination of this Sublease/License at its own expense. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the premises, including that of SERS, the City or any co-locator. If, however, Licensee requests permission not to remove all or a portion of its equipment and materials, and the City consents to such non-removal, title to the affected equipment and materials shall thereupon transfer automatically as of the date of the request to the City and the same shall thereafter be the sole and entire property of the City and Licensee shall be relieved of the duty to otherwise remove the same. If Licensee is required to remove its materials and equipment, Licensee shall restore the affected area of the premises to the reasonable satisfaction of the City. All costs and expenses of removal and restoration shall be borne by Licensee and to the extent permitted by applicable Federal Law, Licensee shall hold the City harmless from any portion thereof.

13. **EQUIPMENT AND MATERIALS UPGRADE.** Licensee may not replace or alter its materials, installation and equipment without the agreement of the City, including any required agreement for the adjustment of the annual base rent.

14. **MAINTENANCE.**

a. Licensee shall, at its own expense, maintain any equipment on or attached to the premises in a safe condition, in good repair and in a manner suitable to the City so as not to conflict with the use of or other leasing of the premises by the City. Licensee shall not interfere with the use of the antenna, the premises, related facilities or other equipment of SERS and any co-locators.

b. Licensee shall have sole responsibility for the maintenance, repair and

security of its equipment and personal property and sub-leasehold improvements and shall keep the same in good condition and repair during the sublease/license term.

c. Licensee shall keep the premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

d. Should the City, SERS or a co-locator undertake painting, construction or other alterations on the antenna, Licensee shall take reasonable measures at Licensee's sole cost to cover and/or protect Licensee's equipment, personal property or materials.

15. **LIENS.** Licensee acknowledges that the City and the premises may not, and shall not, be subject to claims for liens for labor and materials, and shall keep the premises and any other property of the City free from any liens for work, labor, materials or services delivered to Licensee, or claimed by or through Licensee. To the extent and manner provided by Federal Law, Licensee shall indemnify, defend and hold the City harmless from and against any such claims or liens and the City's attorney's fees and costs incurred in connection therewith.

16. **PREMISES ACCESS.**

a. Licensee at all times during this Sublease/License, subject to notice requirements to the City as set out below, and subject to rules that SERS and/or the City may from time to time implement and issue, shall have vehicle access through existing gates and driveways to the antenna and premises.

b. Licensee shall request access to the premises twenty-four (24) hours in advance, except in an emergency.

c. The City may at all times enter upon those portions of the premises occupied by Licensee to examine and inspect the premises for safety and to ensure that the Licensee is complying with the provisions of this Sublease.

17. **UTILITIES.** Unless separate metering is not available, Licensee shall arrange for separate metering of its utilities associated with its use as permitted by this Sublease/License. Licensee shall pay all costs associated with arranging for said metering and Licensee shall pay all utility charges as and when they come due. Licensee may not install an emergency power generator or alternate power system on the premises without the consent of the City. The City in its sole discretion may refuse to grant consent. Should the City consent, and an emergency generator or alternate power system is installed by Licensee, the system shall conform to all fire prevention regulations of the fire district, all requirements of the Public Utility District No. 1 of Snohomish County, and all regulations of any other agency with jurisdiction. The City shall not be liable for the interruption of utility services or failure of emergency power or any damages or

losses resulting from such interruption or failure.

18. **LICENSE FEES.** Licensee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and permits required for or occasioned by Licensee's use of the premises, if any.

19. **INTERFERENCE.** Licensee's installation, operation, and maintenance of the agreed equipment shall not damage or interfere in any way with SERS's operations, the City's operations or the operation of other co-locators. Licensee agrees to immediately cease upon actual notice activities which materially interfere with other operations. The City at all times during this Sublease/License reserves the right to take any action it deems necessary in its sole discretion to repair, maintain, alter or improve the premises.

The City may at any time obtain an interference study to determine if Licensee's activities interfere with the use and operation of other communication facilities on the antenna which pre-existed Licensee's agreed equipment. If Licensee's agreed equipment causes interference, Licensee shall take all measures reasonably necessary to correct and eliminate the interference and reimburse the City the cost of the interference study. If the interference cannot be eliminated in a reasonable time, Licensee shall immediately cease operating its equipment until the interference has been eliminated. If the interference cannot be eliminated within thirty (30) days, the City may terminate this Sublease/License.

The City may receive requests to sublease to co-locators. If after installation of Licensee's agreed equipment the City proposes to enter into a sublease with a co-locator, the City will advise Licensee of the proposal, and the City will supply Licensee with such information as the third party will provide for review for noninterference. Licensee shall have thirty (30) days to review and comment on the information supplied. If Licensee does not object in writing within the said thirty (30) days, then Licensee shall be deemed to have consented to the co-location and shall be conclusively deemed to have agreed that the proposal will not cause interference with Licensee's agreed equipment and operation. If Licensee timely objects, and the City verifies the objection, the City will not proceed with the proposal, unless the proposal is reasonably modified to avoid interference.

Notwithstanding the provisions of the previous paragraph, the City does not guarantee to Licensee subsequent noninterference with Licensee's agreed equipment. Further, regardless of the provisions of the previous paragraph, the City itself, SERS, or any governmental unit may be allowed to operate or place facilities on the antenna regardless of actual or potential interference with Licensee's use. In such event, Licensee may terminate this sublease on thirty (30) days notice to the City.

20. **INSURANCE.** Licensee is self insured.

21. **INDEMNIFICATION.** To the extent and in the manner provided by Federal Law, Licensee shall, at its sole cost and expense, indemnify and hold harmless the City, its elected officials, Council members, employees, agents, attorneys and contractors (collectively "indemnitees") from and against:

a. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses and consultants) which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Licensee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible and intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, reconstruction, remodel, revision, installation, operation, maintenance, use of condition of the premises, Licensee's agreed equipment, or Licensee's failure to comply with any federal, state, or local statute, ordinance or regulation.

b. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation reasonable fees and expenses of attorneys, expert witnesses and other consultants) which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplied provided to or supplied to Licensee, its contractors or subcontractors for the installation, construction, operation, maintenance or use of the premises or Licensee's agreed equipment, and upon request of City Licensee shall immediately cause any claim against the premises to be released and discharged.

The indemnity provided for herein shall remain in full force and effect despite the negligence of the Indemnitees. Licensee shall have no obligation to indemnify the City for the sole negligence of the Indemnitees. This indemnity shall survive any termination of this Sublease/License.

22. **RELEASE OF CLAIMS.** Licensee hereby releases the City for all claims for damages which may arise from defects in the antenna and related structures on the premises, or which may arise from the existing or future water storage tank and appurtenances on the premises, or for damage by storm, rain, leakage or any natural occurrence.

23. **HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE.**

a. **Definitions.** "Hazardous Materials" as used in this Sublease shall mean:

- i. Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease producing substances; or
- ii. Any dangerous waste or hazardous waste as defined in:
 - (a) Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105);
 - (b) Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq); or
- iii. Any hazardous substance as defined in:
 - (a) Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (43 U.S.C Sec. 9601 et seq); or
 - (b) Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or
- iv. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by applicable federal, state or local laws or regulations as now existing or hereafter amended.

b. Environmental Compliance.

- i. In the use and occupancy of the Premises, the Licensee shall, at the Licensee's own expense, comply with all federal state and local laws and regulations now or hereafter in effect related to hazardous materials and the environment which are applicable to the premises, Licensee's business or any activity or condition on or about the premises (the "environmental laws"). The Licensee warrants that its business and all its activities to be conducted or performed in, or about the premises shall comply with all of the environmental laws. The Licensee agrees to change, reduce, or stop any noncomplying activity or install necessary equipment, safety devices, pollution control systems or other installations as may be necessary at any time during the term of this sublease to comply with the environmental laws.
- ii. The Licensee shall not, without first obtaining the City's prior written approval, use generate, release, handle, spill, store, treat, deposit,

transport, sell or dispose of any hazardous materials in, on or about the premises. In the event, and only in the event, that the City approves any of the foregoing, the Licensee agrees that such activity shall occur safely and in compliance with the environmental laws.

iii. The Licensee shall not cause or permit to occur any violation of the environmental laws on, under, or about the premises, or arising from the Licensee's use or occupancy of the premises.

iv. The Licensee, at its own expense, in a timely manner shall make all reports, including self reports, and supply all submissions required to comply with all environmental laws. If the Licensee shall fail to fulfill this duty, at its option the City may fulfill such reporting requirements, and bill the cost thereof to Licensee as if the same was additional rent, or the City may employ the default provisions of this Sublease. All of the City's remedies shall be cumulative, and the exercise of one remedy shall not be deemed to be a waiver or release of any other remedy. Licensee's environmental obligations shall survive a termination of this Sublease.

v. Should any governmental or regulatory authority demand that a cleanup or remediation plan be prepared and that a cleanup or remediation be undertaken because of any action of Licensee whereby a deposit, spill, discharge or other release of hazardous materials occurs during the term of this Sublease/License, then Licensee shall, in a timely manner and at the Licensee's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Licensee shall then carry out all such cleanup and remediation plans at its own expense. Any such cleanup and remediation plans are subject to the City's prior written approval. Although the City reserves the right to review and approve such cleanup and remediation plans, the City assumes no responsibility for such plans or their compliance with the environmental laws.

c. **Environmental indemnity.** To the extent and in the manner provided by Federal Law, the Licensee shall be fully and completely liable to the City for, and shall fully save and indemnify the City from, any and all cleanup and/or remediation costs and expenses and any and all other charges, expenses, fees, penalties (civil and criminal) imposed by any governmental or regulatory authority arising out of the Licensee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of hazardous materials on or about the premises. In addition, Licensee shall indemnify and save the City harmless from any and all claims, liabilities, lawsuits, damages and expenses, including reasonable attorney's fees for injuries to persons or death, property damage, loss or costs caused by the Licensee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or

sale of hazardous materials by the Licensee. For the purposes of this paragraph, "Licensee" shall be construed to mean Licensee, or any of its agents, representatives, employees or contractors. This indemnity shall survive the termination of this Sublease/License.

d. **Remediation on Lease/License Termination.** Upon expiration or earlier termination of this Sublease/License, Licensee shall remove, remediate or clean up any hazardous materials on or emanating from the premises, occasioned by Licensee, and Licensee shall undertake whatever other action may be necessary to therefore bring the premises into full compliance with environmental laws. Licensee shall submit its plan of cleanup to the City for review and approval. Notwithstanding review and approval by the City, the City assumes no responsibility for any plan of cleanup, or for Licensee's compliance with environmental laws. If Licensee does not timely proceed with a plan of cleanup, the City may supply Licensee with a notice of default, and if within the deadline specified in the notice, Licensee does not make reasonable progress, the City thereafter may proceed with cleanup as necessary and bill all of the City's costs, including costs of investigation and reporting, to Licensee.

24. **NON-DISCRIMINATION.** The City and Licensee shall not discriminate on the basis of race, color, sex, religion, nationality, creed, age or the presence of any sensory, mental or physical disability in the employment or application for employment in the administration or delivery of services or any other benefits associated with this Sublease. The parties shall comply with all laws against discrimination including but not limited to Chapter 49.60 RCW and Titles VI and VII of the Civil Rights Act of 1964.

25. **SIGNS.** No advertising shall be permitted on the premises except as required by law or regulation. Licensee may post its name, address and an emergency number on a painted sign, provided the design, size and location meet applicable codes and the sign is approved in advance in writing by the City.

26. **DEFAULT AND TERMINATION FOR DEFAULT.** It shall be a default if Licensee shall fail to fully and timely make any payment under this Sublease/License or fail to fully and timely perform as required by this Sublease/License. In the event of a default, the City may give Licensee a notice of default as follows:

- a. for nonpayment of rent, a ten (10) day notice to pay or vacate;
- b. for any other nonperformance under the lease a twenty (20) day notice to comply or vacate.

If Licensee does not pay or cure its performance within the deadline specified by the notice the City, at its option, may without further notice re-enter the premises and eject Licensee

from the premises. At its option, the City may also (1) declare in writing the sublease terminated, in which event Licensee shall immediately remove the agreed equipment from the premises and pay the City a sum of money equal to the total amount of unpaid rent accrued through the date of termination, the amount of rent remaining to be paid on the Sublease reduced by that amount the Licensee proves could have been reasonably mitigated, and the City's costs, including reletting costs and reasonable attorney's fees, or (2) without terminating this Sublease, relet the premises, or any part thereof, for the account of the Licensee upon such terms as the City deems advisable, and if a deficiency remains compared to the reserved rent and the City's reletting costs and reasonable attorney's fees, and invoice and collect the shortage from sublessee, or (3) pursue any other remedy permitted at law or in equity.

No re-entry and taking possession of the premises by the City shall be construed as an election on the City's part to terminate this Sublease/License, regardless of the extent of renovation or alterations by the City, unless the City declares in writing that this Sublease is terminated. Notwithstanding any reletting without termination, the City may at any time thereafter elect to terminate this Sublease/License for such previous breach.

27. **COSTS AND ATTORNEY'S FEES.** If a legal or equitable action is instituted by reason of any default or breach of this Sublease/License, or because of a dispute concerning the terms and provisions of this Sublease/License, to the extent and the manner provided by Federal Law, the prevailing party shall be entitled to recover all of its legal costs, expert witness and consultant fees, and reasonable attorney's fees.

28. **VENUE AND CHOICE OF LAW.** This Sublease shall be governed by and construed in accordance with the laws of the State of Washington.

29. **OPTIONAL RIGHTS TO TERMINATE.** Even though no party may be in default under the terms of this Sublease/License, the City and Licensee, upon giving notice as specified, shall have optional rights to terminate this Sublease/License as follows:

a.. **Damage or Destruction.** Upon thirty (30) days written notice, one to the other, in the event that the antenna, or Licensee's agreed equipment, is substantially damaged or destroyed, either party may declare this sublease terminated.

b.. **Antenna Unsound.** Upon thirty (30) days written notice from the City to Licensee, in the event that the antenna, as determined by the City in its sole discretion, is determined to be structurally unsound or otherwise not suitable for Licensee's use.

c.. **Redevelopment.** Upon thirty (30) days written notice from the City to Licensee, in the event that the City determines, in its sole discretion, that the property should be redeveloped.

d.. **Health Hazard.** Upon thirty (30) days written notice from the City to Licensee, in the event that the City determines, in its sole discretion, that the continued use of the antenna and related equipment is in fact a threat to the health, safety or welfare of local community.

30. **ASSIGNMENT OR SUBLEASE.**

a. **Prohibited Without Consent.** Licensee shall not assign or transfer this Sublease/License or any interest or rights therein, nor delegate its duties under this Sublease/License, nor sub-sublease/license the whole or any part of the premises, nor grant an option for assignment, delegation, transfer or sub-sublease/license for the whole or any part of the premises, nor shall this Sublease/License or any interest thereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of the City. If the City gives its consent to any assignment, delegation, sub-sublease or other transfer, the same shall not be a waiver, and this paragraph shall nevertheless continue in full force and effect, and no further assignment, delegation, sub-sublease or other transfer shall be made without the City's consent. All prohibited events under this paragraph are hereinafter referred to as "transfers," or "transfer."

b. **Notice by Sublessee/Licensee — Production of Records.** If Sublessee/Licensee desires to transfer this Sublease/License, Licensee shall notify the City in writing of said desire to transfer at least ninety (90) days prior to the effective date of the proposed transfer. The notice shall specify the date of the proposed transfer, the identity of the transferee, and the terms of the proposed transfer, including all consideration of any kind to be received by the licensee. Upon request by City, licensee shall provide:

- i. a full and complete financial statement of the proposed transferee;
- ii. a copy of the proposed transfer instrument;
- iii. an affidavit from the transferee that it has examined the Master Lease, and all accompanying schedules and exhibits, and has examined this Sublease/License, has had an opportunity to consult with legal counsel, and understands the terms and conditions under which a transfer will be undertaken; and
- iv. any other information the City reasonably requests.

c. **Decision by the City.** The City shall review the request to transfer and

respond with either an approval or disapproval not later than sixty (60) days prior to the effective date of the proposed transfer. Disapproval shall be final and binding on the Licensee and shall not be subject to litigation or appeal. The City shall charge Licensee a reasonable fee for administrative costs for the review and processing of a transfer. Said fee shall be due and payable upon invoice from the City to Licensee.

d. **Effect of Transfer.** Should the City consent to a transfer, the transferee shall be fully bound to this Sublease/License and the Master Lease. Despite consent by the City and a permitted transfer, Licensee and any subsequent transferor shall not be released, but shall also be fully bound to and obligated to payment and performance under this Sublease/License.

31. **NOTICES.** Except for notices required under Chapter 59.12 RCW, notices required under this Sublease/License shall be given in writing to the following respective addresses, effective as of the postmark time and date, or to such other place as may hereafter be designated by either party in writing:

a. if to City, to:

The Chief Administrative Officer
City of Marysville
1049 State Avenue
Marysville, WA 98270

b. if to Licensee, to

Federal Bureau of Investigation
Bldg 27958A
Quantico, VA 22135
Attn: Site Lease Group

32. **HOLDING OVER.** If Licensee holds over after the expiration of the term of this Sublease or any extension thereof, Licensee, if the Master Lease has not expired, shall become a subtenant from month to month upon the terms of this Sublease/License as applicable. Acceptance by the City of rent after such expiration or early termination shall not result in a renewal of this Sublease/License, or waiver of any early termination, and shall not affect the City's right of reentry or any other rights the City may have. If Licensee fails to surrender possession of the premises upon expiration of this Sublease/License, despite demand to do so, as provided for by law, Licensee shall pay two (2) times the rent herein specified (prorated on a monthly basis), interest, attorney's fees and costs as specified in this Sublease/License.

33. **NO PRESUMPTION AGAINST DRAFTER.** Licensee and City agree that this Sublease/License has been freely negotiated by the parties, and in the event of any dispute

concerning the meaning or interpretation of the terms and conditions of this Sublease/License, there shall be no inference, presumption or conclusion drawn against the City for or on account that the City or its legal counsel have prepared this Sublease/License.

34. **CAPTIONS.** The captions of this Sublease/License are for convenience only and do not in any way limit or amplify the provisions of this Sublease/License.

35. **AUTHORITY.** Licensee covenants and represents that it has full authority and power to execute this Sublease/License, and that by execution of this Sublease/License it will not violate any provision of law or contract and that Licensee will be fully bound to full payment and performance under the terms of this Sublease/License.

36. **CUMULATIVE REMEDIES.** No provision of this Sublease/License shall preclude the City from pursuing any other remedies the City may have for or on account of Licensee's failure to perform its obligations.

37. **NONWAIVER.** The failure of the City to insist upon strict performance of the terms of this Sublease/License shall not be construed as a waiver by the City of strict performance. Waiver of a particular default shall not be deemed to be a waiver of any subsequent breach or default.

38. **SURRENDER OF PREMISES.** At the end of the term of this Sublease/License, besides performance of specific removal and remediation covenants provided for elsewhere in this Sublease/License, and subject to those covenants, Licensee shall peaceably deliver up to the City possession of the premises in the same condition as received, except for ordinary wear and tear.

39. **INTEGRATION; FULL AGREEMENT.** This Sublease/License is intended as a full and final expression of the agreement between the parties. All prior discussions, statements, representations, and warranties are integrated and merged into this agreement. There are no agreements between the parties, and there are no representations on which either party relies except as set forth in this Sublease/License.

DATED: 5-11-04

CITY OF MARYSVILLE

By Dennis L. Kendall
DENNIS KENDALL, Mayor

ATTEST: Gerry Becker
Gerry Becker, City Clerk

/wpf/mv/comm.lease DOJ

DATED: 5/20/04

LICENSEE: Department of Justice

By Margaret D. Denipaku
Its Contracting Officer

By _____
GERRY BECKER, City Clerk

Approved as to form:

By Grant K. Weed
GRANT K. WEED, City Attorney

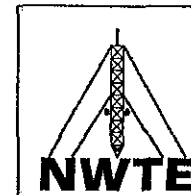
USCG/DOJ

UNITED STATES COAST GUARD
DEPARTMENT OF JUSTICE

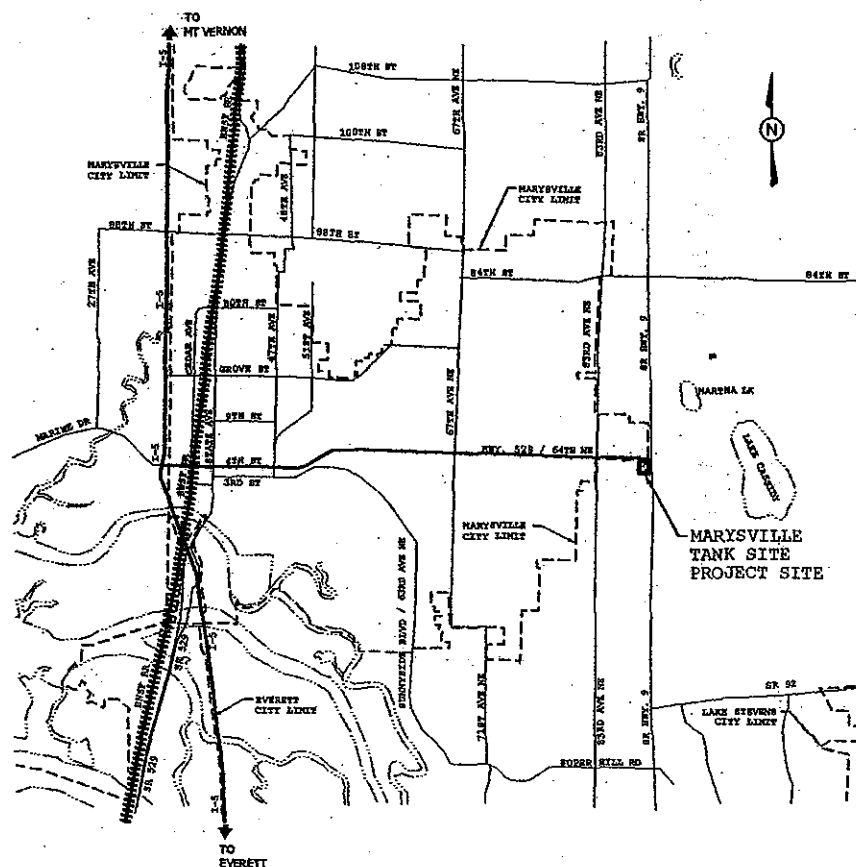
MARYSVILLE TANKS
8812 64TH ST NE
SR-528\64TH ST NE & HWY 9

LATITUDE: N 48°03'8"
LONGITUDE: W 122°06'42"

EXHIBIT
A



NORTHWEST
TOWER ENGINEERING
2210 HEWITT AVE, STE 209
EVERETT, WA 98201-3767
PHONE: 425.258.4248
FAX: 425.258.4289



VICINITY MAP

NETWORK SYSTEM OWNER:

SEBS
1121 SE EVERETT MALL WAY SUITE 210
EVERETT, WA 98208
CONTACT: SPENCER BARNER
PH: (425) 407-3949

LANDLORD:

CITY OF MARYSVILLE
4822 GROVE ST.
MARYSVILLE, WA. 98270

PROJECT DESCRIPTION:

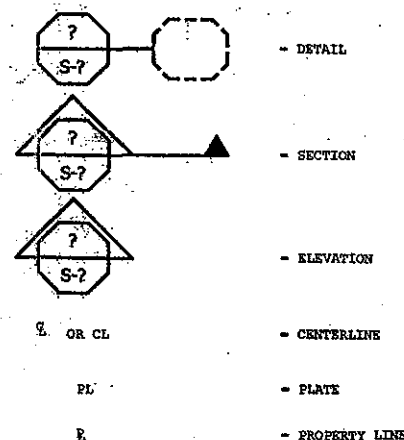
USCG AND DOJ ARE PROPOSING TO CONSTRUCT, OPERATE AND MAINTAIN AN UNOCCUPIED RADIO COMMUNICATIONS FACILITY. THE FACILITY WILL CONSIST OF AN EQUIPMENT SHELTER AND 7 ANTENNAS ATTACHED TO AN EXISTING 280' LATTICE TOWER FOR RADIO COMMUNICATION. THE EQUIPMENT SHELTER WILL HOUSE RADIO, ELECTRICAL AND TELCO EQUIPMENT.

JURISDICTION
SNOHOMISH COUNTY

PROJECT INFORMATION

- T-1 = TITLE SHEET
- G-1 = GENERAL NOTES
- C-1 = SURVEY
- C-2 = TARGET DRAINAGE PLAN
- S-0 = SNOHOMISH COUNTY REQUIREMENTS
- S-1 = OVERALL SITE PLAN
- S-2 = ENLARGED SITE PLAN
- S-3 = ELEVATIONS
- S-4 = ANTENNA INFORMATION
- S-5 = CONSTRUCTION DETAILS

SHEET INDEX



LEGEND

TOWER ENGINEERS:
NORTHWEST TOWER ENGINEERING, PLLC.
2210 HEWITT AVE, SUITE 209
EVERETT, WA 98201-3767
PH: (425) 258-4248

ELECTRICAL ENGINEERS:
ESI CONSULTING ENGINEERS
1900 W. EMERSON PL., SUITE 200
SEATTLE, WA 98102-3513
PH: (206) 323-4144

RF ENGINEERS:
HATFIELD & DAWSON
9500 GREENWOOD AVENUE NORTH
SEATTLE, WA 98103
PH: (206) 783-9151

SURVEYORS:
BUSH, ROED & HITCHINGS
2009 MINOR AVE EAST
SEATTLE, WA. 98102
PH: (206) 323-4144

TARGET DRAINAGE:
M.L.A., INC.
11800 N.E. 160TH STREET
BOTHELL, WA 98011-4156
PH: (425) 488-4800

ACOUSTICAL ENGINEER:
THE GREENDUSCH GROUP
1900 W MICKERSON ST. STE 201
SEATTLE, WA 98119
PH: (206) 378-0569

CONTRACTOR LIST

SUBSTRUCTURES:
BURIED UTILITIES ARE SHOWN AS INDICATED ON RECORDS MAPS FURNISHED BY OTHERS AND VERIFIED WHERE POSSIBLE BY FEATURES LOCATED IN THE FIELD. WE ASSUME NO LIABILITY FOR THE ACCURACY OF THESE RECORDS. FOR THE FINAL LOCATION OF EXISTING UTILITIES IN AREAS CRITICAL TO DESIGN CONTACT THE UTILITY OWNER/AGENCY.

DESCRIPTION

TAX PARCEL #: 30052500302400

EAST 400 FEET OF THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. LYING WEST OF THE SECONDARY STATE HIGHWAY 1-A, EXCEPT THAT PORTION OF THE AFORE DESCRIBED PARCEL LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS H.E.S.), 198+50 AND 110 FEET SOUTHERLY WHEN MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SR 528, JUNCTION SR 5 IN MARYSVILLE TO JCT SR 9; THENCE EASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. 207+00; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. 450+50 ON THE CENTERLINE OF SR 9, LAKE STEVENS TO ARLINGTON, AND 75 FEET WESTERLY THEREFROM AND THE END OF THIS LINE DESCRIPTION, SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, AND RESTRICTIONS FOUND UNDER AUDITOR'S FILE NUMBERS 1189397, 2330311 AND 8112010095, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

LEGAL DESCRIPTION

NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.
2		
3		
4		

PERMIT SUBMITTAL

REVISION

EXISTING 280-FT
SELF-SUPPORTING
TOWER

TOWER DESCRIPTION

MARYSVILLE TANKS
8812 64TH ST NW
MARYSVILLE, WA

SITE LOCATION

TITLE
SHEET

SHEET TITLE

T-1

SHEET NO.

PROJECT NO. 030066.02

DRAWN BY K.P.W.

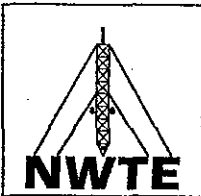
CHECKED BY S.A.D.

DATE 09-22-03

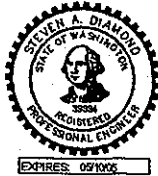
SCALE VARIES

NOT USED

GENERAL NOTES



NORTHWEST
TOWER ENGINEERING
2210 HEWITT AVE, STE 209
EVERETT, WA 98201-3767
PHONE: 425.258.4248
FAX: 425.258.4289



NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.
2		
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PERMIT SUBMITTAL
REVISION

EXISTING 280-FT
SELF-SUPPORTING
TOWER

TOWER DESCRIPTION

MARYSVILLE TANKS
8812 64TH ST NW
MARYSVILLE, WA

SITE LOCATION

GENERAL
NOTES
SHEET TITLE

G-1
SHEET NO.

PROJECT NO. 030066.02

DRAWN BY K.P.W.

CHECKED BY S.A.D.

DATE 09-22-03

SCALE VARIES

1. ALL METHODS, MATERIALS, AND WORKMANSHIP SHALL FOLLOW THE DICTATES OF GOOD CONSTRUCTION PRACTICE.
2. ALL WORK INDICATED ON THESE DRAWINGS SHALL BE PERFORMED BY QUALIFIED CONTRACTORS.
3. ALL DIMENSIONS, MATERIALS, AND DETAILS OF THE EXISTING STRUCTURES ARE INCLUDED FOR INFORMATION ONLY. CONTRACTOR SHALL FIELD VERIFY ALL RELEVANT INFORMATION PRIOR TO CONSTRUCTION OR FABRICATION AND NOTIFY THE ENGINEER OF RECORD IMMEDIATELY OF ANY VARIANCE OR DISCREPANCIES. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS. DETAILS NOT SPECIFICALLY SHOWN ON THE DRAWINGS SHALL FOLLOW SIMILAR DETAILS FOR THIS JOB.
4. DIMENSIONS GIVEN FOR NEW CONSTRUCTION MUST ALSO BE VERIFIED BY THE CONTRACTOR PRIOR TO FABRICATION AND ERECTION TO AVOID POTENTIAL CONFLICTS WITH EXISTING WORK.
5. ANY SUBSTITUTIONS MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS AND SHOULD BE SIMILAR TO THOSE SHOWN. ALL SUBSTITUTIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
6. ANY MANUFACTURED STRUCTURES MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS AND SHOULD BE SIMILAR TO THOSE SHOWN. PLANS FOR SUCH STRUCTURES SHALL BE STAMPED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF WASHINGTON, AND SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO FABRICATION.
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL CODES AND SAFETY REGULATIONS.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND EXECUTION OF ALL MISCELLANEOUS SHORING, BRACING, TEMPORARY SUPPORTS, ETC. NECESSARY TO PROVIDE COMPLETE AND STABLE STRUCTURES AS SHOWN ON THESE DRAWINGS.

GENERAL

1. ANSI/TIA/EIA: STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, 222-F EDITION.
2. UBC: UNIFORM-BUILDING-CODE, 1997 EDITION.
3. ASTM: STANDARDS FOR BUILDING CODES, LATEST EDITION.
4. ACI 318: AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, 318-99.
5. ACI 315: AMERICAN CONCRETE INSTITUTE, DETAILS AND DETAILING OF CONCRETE REINFORCEMENT, LATEST EDITION.
6. CRSI: CONCRETE STEEL REINFORCING INSTITUTE, MANUAL OF STANDARD PRACTICE, LATEST EDITION.
7. AISC: AMERICAN INSTITUTE OF STEEL CONSTRUCTION, MANUAL OF STEEL CONSTRUCTION, 9TH EDITION.
8. AWS: AMERICAN WELDING SOCIETY, STRUCTURAL WELDING CODE, LATEST EDITION.

APPLICABLE CODES AND STANDARDS

1. BASIC WIND SPEED AS SPECIFIED BY CLIENT: 100 MPH EIA.
2. BASIC WIND SPEED IN COMBINATION WITH 1/4" RADIAL ICR: 69 MPH.
3. SEISMIC LOADING IS DETERMINED PER CHAPTER 16 OF THE UBC, SEISMIC ZONE 3, SOIL TYPE - SC (ASSUMED)
4. STRUCTURES SHALL BE BUILT ACCORDING TO THE OCCUPANCY CATEGORY OF ESSENTIAL FACILITIES PER THE 1997 UNIFORM BUILDING CODE. FOR ESSENTIAL FACILITIES, USE THE FOLLOWING IMPORTANCE FACTORS:
I = 1.25, Ip = 1.50 & Iw = 1.15.
5. ALLOWABLE VALUES FOR FOUNDATION DESIGN ARE PER PSI GEOTECHNICAL EVALUATION REPORT NUMBER 704-25098-1, DATED AUGUST 7, 2002.
6. IF GEOTECHNICAL REPORT IS NOT AVAILABLE, ALLOWABLE VALUES FOR FOUNDATION DESIGN, FOR NEW CONSTRUCTION, SHALL BE PER ABC TABLE 18-I-A:
A. ALLOWABLE NET VERTICAL BEARING PRESSURE: 1500 PSF.
B. ALLOWABLE NET HORIZONTAL PRESSURE OF SOIL: 150 PCF.
7. ANTENNA, PYLONS AND SUPPORT STRUCTURES: WEIGHTS AND EXPOSED AREAS PROVIDED BY CLIENT AND BY MANUFACTURER.

DESIGN CRITERIA

1. CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES IN THE AREA WHERE EXCAVATION WORK IS TO BE PERFORMED.
2. ALL FOUNDATIONS SHALL BEAR ON FIRM UNDISTURBED SOIL.
3. ALL FOOTING EXCAVATIONS SHALL BE MANUALLY CLEANED PRIOR TO PLACING CONCRETE. COMPACT THE EXPOSED SOIL SURFACE AND ANY GRANULAR FILL UNDER THE FOUNDATION TO 90 % OF THE MODIFIED PROCTOR DENSITY.
4. FOOTINGS MAY BE POURED IN NEAT EXCAVATIONS PROVIDED THE SIZE IS INCREASED 3 INCHES AT EACH INTERFACE WITH THE SOIL.
5. CONTRACTOR SHALL PROVIDE DESIGN AND INSTALLATION OF ALL CRIBBING, SHEATHING, AND SHORING REQUIRED TO SAFELY RETAIN THE EARTH BANKS.
6. BACKFILL NEAR AND AROUND THE FOUNDATIONS SHALL BE A WELL GRADED FILL MATERIAL PLACED IN 12" THICK LAYERS THAT HAS BEEN COMPACTED TO 90 % OF THE MODIFIED PROCTOR DENSITY.

FOUNDATIONS

1. ALL CONCRETE FOR FOUNDATIONS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AFTER 28 DAYS.
2. THE CONCRETE MIX SHALL NOT CONTAIN LESS THAN 5 1/2" SACKS OF CEMENT (ASTM C 150 TYPE II) PER CUBIC YARD.
3. THE CONCRETE SHALL HAVE A MAXIMUM AGGREGATE SIZE OF 3/4".
4. THE CONCRETE MIX SHALL PRODUCE A MAXIMUM SLUMP OF 5" ±1".
5. THE CONCRETE MIX SHALL HAVE A TOTAL AIR CONTENT OF 5 %, WITH A TOLERANCE OF PLUS OR MINUS 1.5%. AIR-ENTRAINING ADMIXTURES SHALL CONFORM TO ASTM C 260.
6. THE CONCRETE MIX SHALL HAVE A MAXIMUM WATER-CEMENT RATIO OF 0.45. WATER REDUCING OR ACCELERATING ADMIXTURES SHALL CONFORM TO ASTM C 494.
7. THE CONCRETE SHALL NOT CONTAIN CALCIUM CHLORIDE OR ANY OTHER ADMIXTURE CONTAINING CHLORIDE OTHER THAN NATURAL IMPURITIES.
8. FORMWORK SHALL CONFORM TO ACI 318-99 SPECIFICATIONS.
9. ALL CONCRETE SHALL BE PLACED IN A MONOLITHIC POUR UNLESS SHOWN OTHERWISE ON THE DRAWINGS.
10. PROVIDE CHAMFERS AT ALL EXPOSED CORNERS OF CONCRETE.
11. CONCRETE WORK UNDER EXTREME WEATHER CONDITIONS SHALL CONFORM TO ACI 318-99 SPECIFICATIONS.

CONCRETE

1. ALL REINFORCING STEEL TO BE GRADE 60 DEFORMED BILLET STEEL PER ASTM A615.
2. ANCHOR RODS TO BE ASTM F155, GRADE 55 WITH A PLATE, WASHER, AND NUT UNLESS NOTED OTHERWISE ON THE DRAWINGS.
3. REINFORCEMENT SHALL BE FABRICATED AND PLACED IN ACCORDANCE WITH THE ACI 315 AND CRSI. SUPPORT REINFORCING AS REQUIRED BY CRSI TO PREVENT DISPLACEMENT UPON CONCRETE POURING.
4. MAINTAIN ALL CLEARANCES NOTED ON THE DRAWINGS. WHERE NO DIMENSIONS ARE NOTED, USE THE ACI RECOMMENDED CLEARANCES.
5. MINIMUM COVER FOR REINFORCING BARS SHALL BE 3", FOR CONCRETE POURED AGAINST SOIL.
6. TIE BARS SECURELY WITH #16 ANNEALED WIRE AND SUPPORT AS REQUIRED.
7. ALL WELDED WIRE FABRIC TO BE PER ASTM A185. ALL BARS AND WIRE SHALL BE FREE OF RUST, MILL SCALE, DIRT, OR OTHER FOREIGN MATERIAL PRIOR TO CASTING CONCRETE.
8. PROVIDE MINIMUM LAP SPLICES OF 36 BAR DIAMETERS UNLESS NOTED OTHERWISE.
9. FIELD BENDING OR WELDING OF REINFORCEMENT BARS IS NOT PERMITTED.

STEEL REINFORCEMENT

1. ALL DETAILS, FABRICATION, AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AISC SPECIFICATIONS, 9TH EDITION.
2. ALL WIDE FLANGE SHAPES, ANGLES, CHANNELS, AND PLATES TO BE ASTM A36, Fy = 36 KSI, OR A572, Fy = 50 KSI.
3. ALL SOLID RODS TO BE ASTM A572, Fy = 50 KSI.
4. SQUARE STEEL TUBING TO BE ASTM A500-B, Fy=46 KSI
ROUND STEEL TUBING TO BE ASTM A53-B, Fy=36 KSI
5. ALL STRUCTURAL STEEL CONNECTION BOLTS SHALL CONFORM TO ASTM A325. CONNECTION BOLTS SHALL BE FULLY TIGHTENED CONFORMING TO AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS." ALL BOLTS TO BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A123, A153, AND B695. NO BOLT SHALL BE REUSED.
6. ALL EXPOSED STRUCTURAL STEEL MEMBERS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION PER ASTM A123. EXPOSED STEEL HARDWARE AND ANCHOR BOLTS SHALL BE GALVANIZED PER ASTM A153 OR B695.
7. THE CONTRACTOR SHALL SUBMIT DETAILED, ENGINEERED, AND CHECKED SHOP DRAWINGS FOR ALL STRUCTURAL STEEL TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO THE START OF FABRICATION.
8. CALCULATIONS AND DRAWING TO BE STAMPED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF WASHINGTON.
9. THE STEEL FABRICATOR SHALL BE APPROVED BY THE BUILDING OFFICIAL TO PERFORM WORK IN THE SHOP WITHOUT SPECIAL INSPECTION.

STRUCTURAL STEEL

1. ALL WELDING TO BE PERFORMED BY AWS CERTIFIED WELDERS AND CONDUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AWS WELDING CODE.
2. ALL ELECTRODES TO BE E70XX LOW HYDROGEN.
3. MINIMUM WELD SIZE TO BE 0.1875 INCH FILLET WELDS UNLESS NOTED OTHERWISE ON THE DRAWINGS.

WELDING

1. A QUALIFIED INDEPENDENT TESTING LABORATORY, EMPLOYED BY THE OWNER, SHALL PERFORM PERIODIC INSPECTION AND TESTING IN ACCORDANCE WITH UBC SECTION 1701 FOR THE FOLLOWING CONSTRUCTION WORK:
A. STRUCTURAL CAST-IN-PLACE CONCRETE AND STEEL REINFORCING.
B. STRUCTURAL HIGH STRENGTH BOLTED CONNECTIONS.
C. FIELD AND FULL PENETRATION STRUCTURAL WELDING.
D. STRUCTURAL MASONRY
E. SPECIAL GRADING, EXCAVATION, AND STRUCTURAL FILL.
F. PILING, DRILLED PIERS, AND CAISSONS.
G. STEEL REINFORCING IN CONCRETE.
H. MISCELLANEOUS SPECIAL CASES, INVOLVING CONSTRUCTION UNDER HAZARDOUS OR UNUSUAL CONDITIONS.
2. THE INSPECTION AGENCY SHALL SUBMIT INSPECTION AND TEST REPORTS TO THE BUILDING DEPARTMENT, THE ENGINEER OF RECORD, AND THE OWNER IN ACCORDANCE WITH UBC SECTION 1701.3.

SPECIAL INSPECTION

1. CONCRETE MASONRY UNITS SHALL BE ASTM C90 NORMAL WEIGHT, GRADE N-1.
2. MASONRY UNITS SHALL BE PLACED IN STRAIGHT UNIFORM COURSES OF REGULAR RUNNING BOND.
3. MORTAR SHALL BE ASTM C270 TYPE S.
4. GROUT SHALL BE ASTM C476, F'C = 2000 PSI AT 28 DAYS. GROUT SHALL BE READY-MIX TYPE.
5. THE ALLOWABLE GROUT SLUMP SHALL BE 10" PLUS OR MINUS 1".
6. A MINIMUM OF 24 HOURS SHALL HAVE ELAPSED BETWEEN COMPLETION OF THE LAYOUT OF A WALL SECTION AND GROUTING.
8. REINFORCING STEEL SHALL BE GRADE 60 DEFORMED BILLET STEEL PER ASTM A615.
9. VERTICAL REINFORCING STEEL SHALL BE DROPPED INTO PLACE AFTER COMPLETION OF THE WALL SECTION AND PRIOR TO GROUTING AND HORIZONTAL REINFORCING STEEL SHALL BE PLACED AS THE WALL IS LAID UP.

MASONRY

1. PAINT TO BE ROHN INDUSTRIES PAINT P4TNPO5 AND P4TNW9 FOR ORANGE AND WHITE COLORS RESPECTIVELY. APPLY PAINT IN FULL COMPLIANCE WITH MANUFACTURER'S RECOMMENDATIONS.

PAINT

1. TOWER LIGHTING TO BE RED NIGHT LIGHT ACCORDING TO FAA REGULATIONS.

LIGHTING

1. THE DESIGN MUST INCLUDE GROUNDING SYSTEMS COMPLIANT TO MOTOROLA R56 MANUAL DATED 03-01-00 OR NEWER.

LIGHTNING PROTECTION GROUNDING

WHERE APPLICABLE THE GENERAL CONTRACTOR IS RESPONSIBLE FOR WAVE GUIDE SUPPORT, HANGERS, ANTENNA MOUNTS, CONDUIT, JUNCTION BOXES, COAXIAL CABLE, COAXIAL CONNECTORS, HOISTING GRIPS, WEATHERPROOFING, TOWER LIGHT CONTROLLER, GROUND KITS, BUS BARS, GROUND WIRE, ETC. TO BE APPROVED BY ENGINEER. (WHERE APPLICABLE THE GENERAL CONTRACTOR IS RESPONSIBLE FOR LIFT, TRANSPORT AND PLACEMENT OF PRE-FAB BUILDINGS ON FOUNDATIONS.)

GENERAL CONTRACTOR RESPONSIBILITY

PARCEL #: 30052500302400
ZONING: RURAL URBAN
TRANSITION AREA

TAX PARCEL NUMBER & ZONING

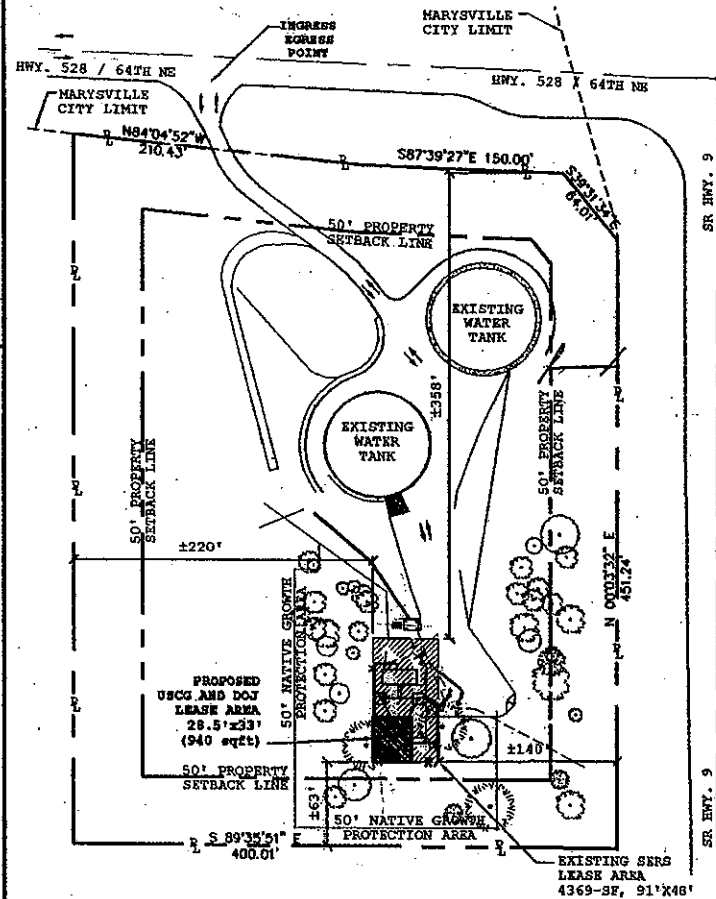
SUBSTRUCTURES:
BURIED UTILITIES ARE SHOWN AS INDICATED ON RECORDS MAPS FURNISHED BY OTHERS AND VERIFIED WHERE POSSIBLE BY FEATURES LOCATED IN THE FIELD. WE ASSUME NO LIABILITY FOR THE ACCURACY OF THOSE RECORDS. FOR THE FINAL LOCATION OF EXISTING UTILITIES IN AREAS CRITICAL TO DESIGN CONTACT THE UTILITY OWNER/AGENCY.

DESCRIPTION

TAX PARCEL #: 30052500302400

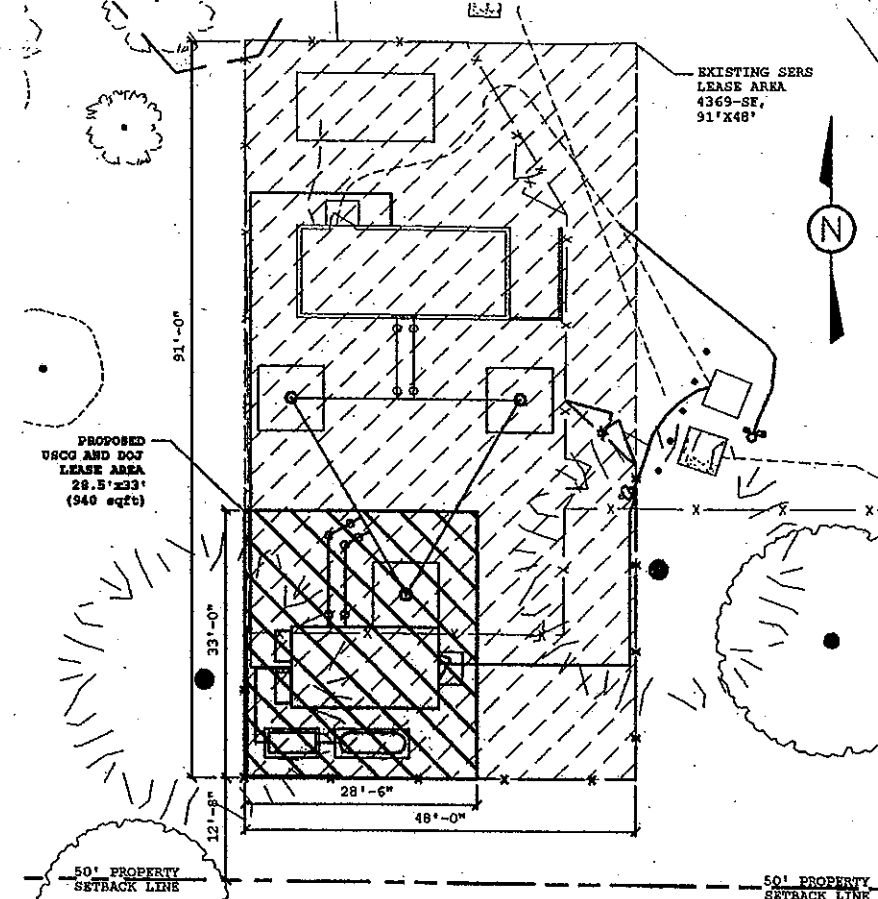
EAST 400 FEET OF THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. LYING WEST OF THE SECONDARY STATE HIGHWAY 1-A, EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PARCEL LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS H.E.S.), 198+50 AND 110 FEET SOUTHERLY WHEN MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SR 528, JUNCTION SR 5 IN MARYSVILLE TO JCT SR 9; THENCE EASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. 207+00; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. 450+50 ON THE CENTERLINE OF SR 9, LAKE STEVENS TO ARLINGTON, AND 75 FEET WESTERLY THEREFROM AND THE END OF THIS LINE DESCRIPTION, SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, AND RESTRICTIONS FOUND UNDER AUDITOR'S FILE NUMBERS 1189397, 2330311 AND 8112010095, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

LEGAL DESCRIPTION



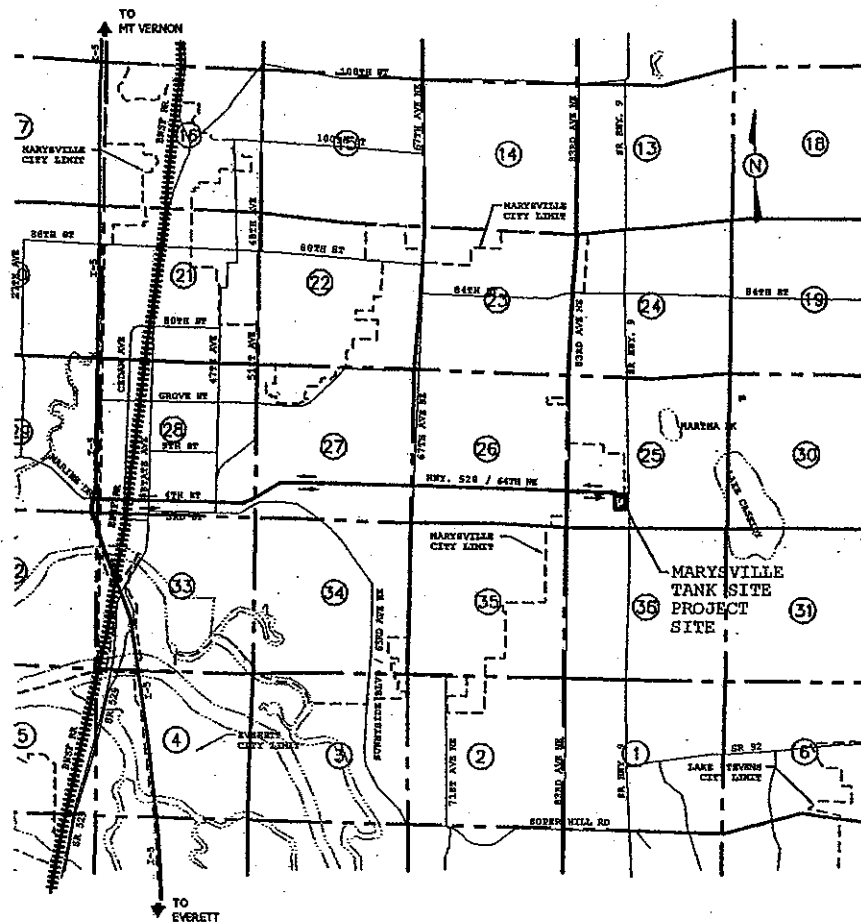
INGRESS / EGRESS MAP

SCALE: 1/4"=1'-0"



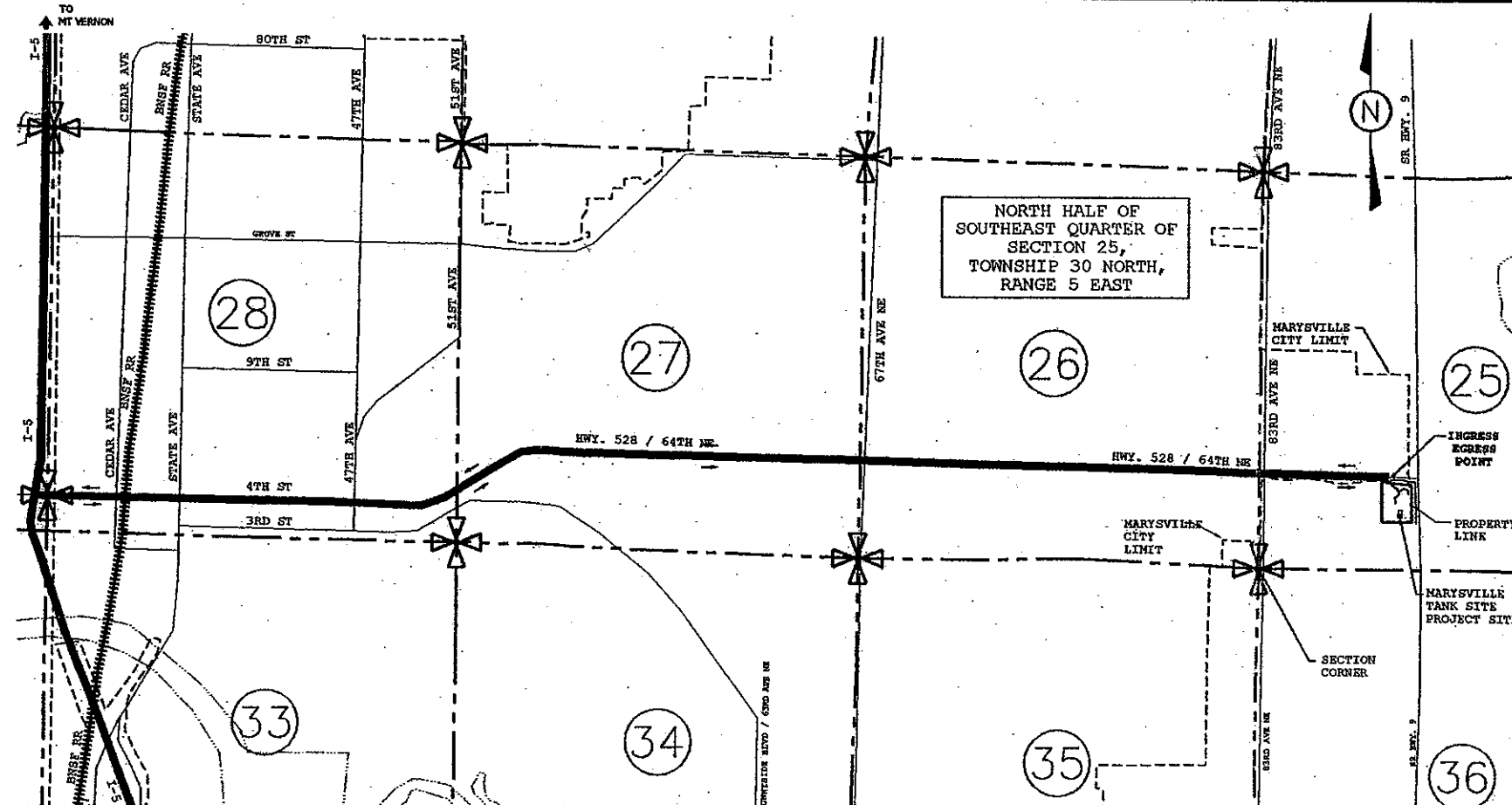
OVERALL SITE PLAN

SCALE: 1/2"=1'-0"



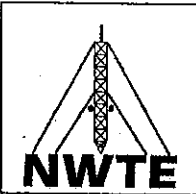
VICINITY MAP

SCALE: 1"=3,000'



SECTION 25, TOWNSHIP 30 NORTH, RANGE 5 EAST

SCALE: 1"=1,000'-0"



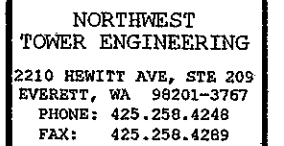
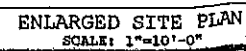
NORTHWEST
TOWER ENGINEERING
2210 HEWITT AVE, STE 209
EVERETT, WA 98201-3767
PHONE: 425.258.4248
FAX: 425.258.4289



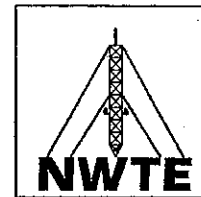
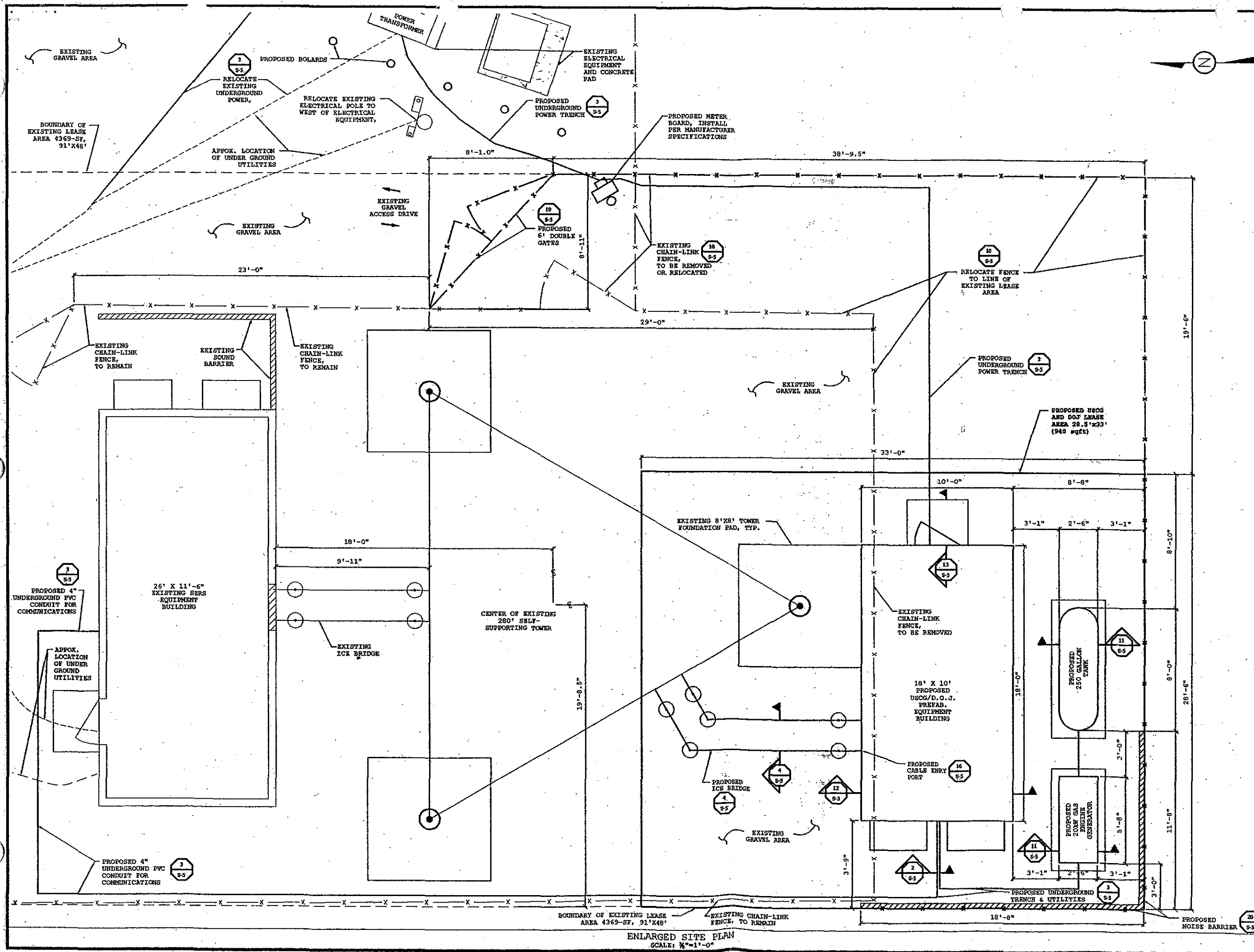
NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.
2		
3		
4		
PERMIT SUBMITTAL		
REVISION		
EXISTING 280-FT SELF-SUPPORTING TOWER		
TOWER DESCRIPTION		
MARYSVILLE TANKS 8812 64TH ST NW MARYSVILLE, WA		
SITE LOCATION		
SNOHOMISH COUNTY REQUIREMENTS SHEET TITLE		
S-0		
SHEET NO.		
PROJECT NO. 030066.02		
DRAWN BY K.P.W.		
CHECKED BY S.A.D.		
DATE 09-22-03		
SCALE VARIES		

1) THERE ARE NO CRITICAL AREAS WITHIN THE PROPOSED PROJECT LIMITS.

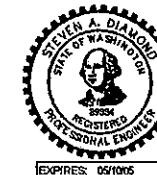
2) COMPOUND FENCE LINE IS BEING RELOCATED TO EXISTING SERS LEASE BOUNDARY. NO INCREASE TO IMPERVIOUS AREA, SEE TARGET DRAINAGE SHEET C-2.



SCALE 1"=10'-0"



**NORTHWEST
TOWER ENGINEERING**
2210 HEWITT AVE, STE 209
EVERETT, WA 98201-3767
PHONE: 425.258.4248
FAX: 425.258.4289



NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.
2		
3		
4		

PERMIT SUBMITTAL
REVISION

**EXISTING 280-FT
SELF-SUPPORTING
TOWER**

TOWER DESCRIPTION

**MARYSVILLE TANKS
8812 64TH ST NW
MARYSVILLE, WA**

SITE LOCATION

**ENLARGED
SITE PLAN**

SHEET TITLE

S-2

SHEET NO.

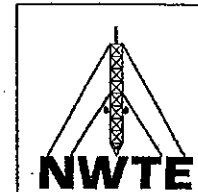
PROJECT NO. 030066.02

DRAWN BY K.P.W.

CHECKED BY S.A.D.

DATE 09-22-03

SCALE 3/8"=1'-0"



NORTHWEST
TOWER ENGINEERING
2210 HERWITT AVE, STE 209
EVERETT, WA 98201-3767
PHONE: 425.258.4248
FAX: 425.258.4289



NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.
2		
3		
4		

PERMIT SUBMITTAL
REVISION

EXISTING 280-FT
SELF-SUPPORTING
TOWER

TOWER DESCRIPTION

MARYSVILLE TANKS
8812 64TH ST NW
MARYSVILLE, WA

SITE LOCATION

ELEVATIONS

SHEET TITLE

S-3

SHEET NO.

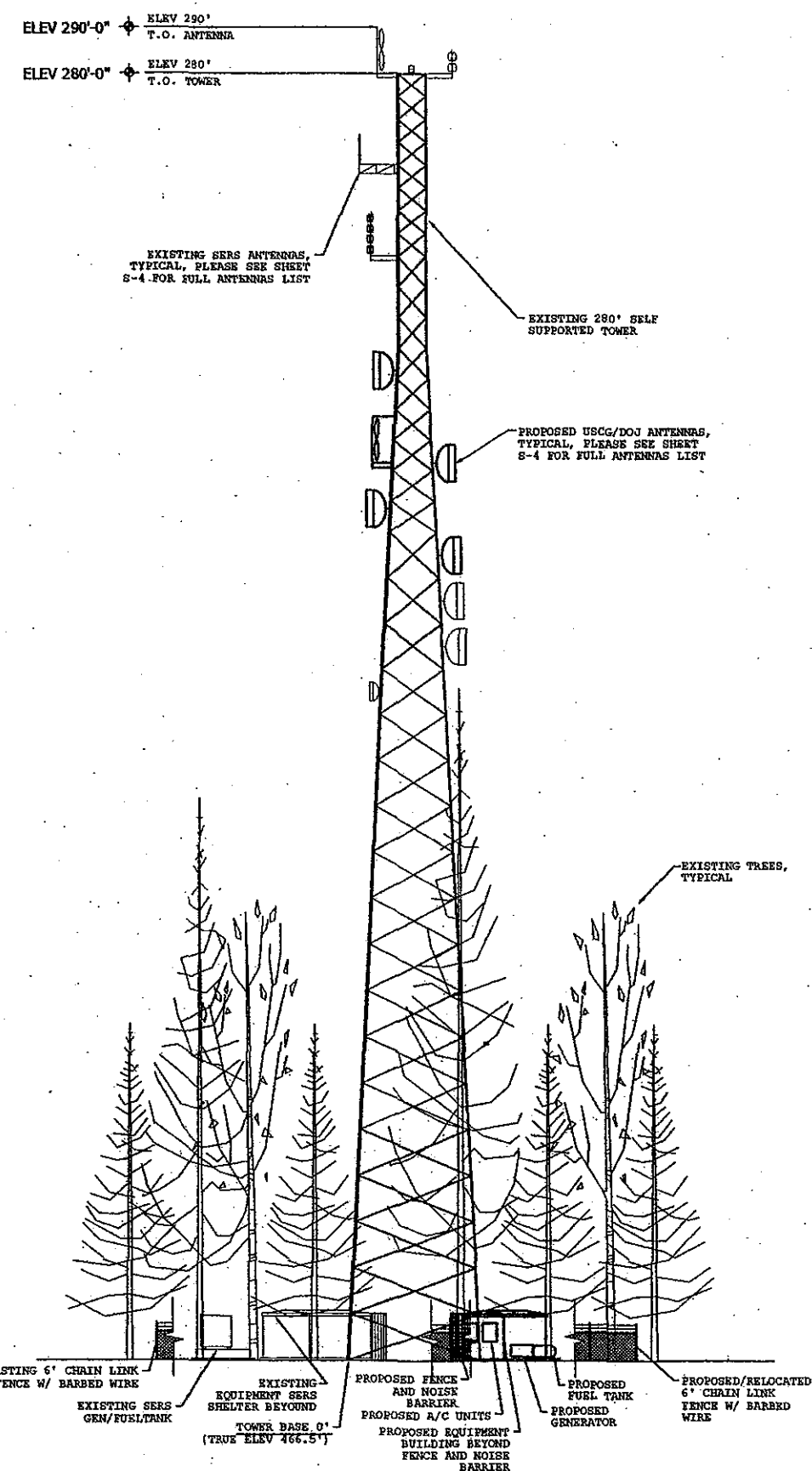
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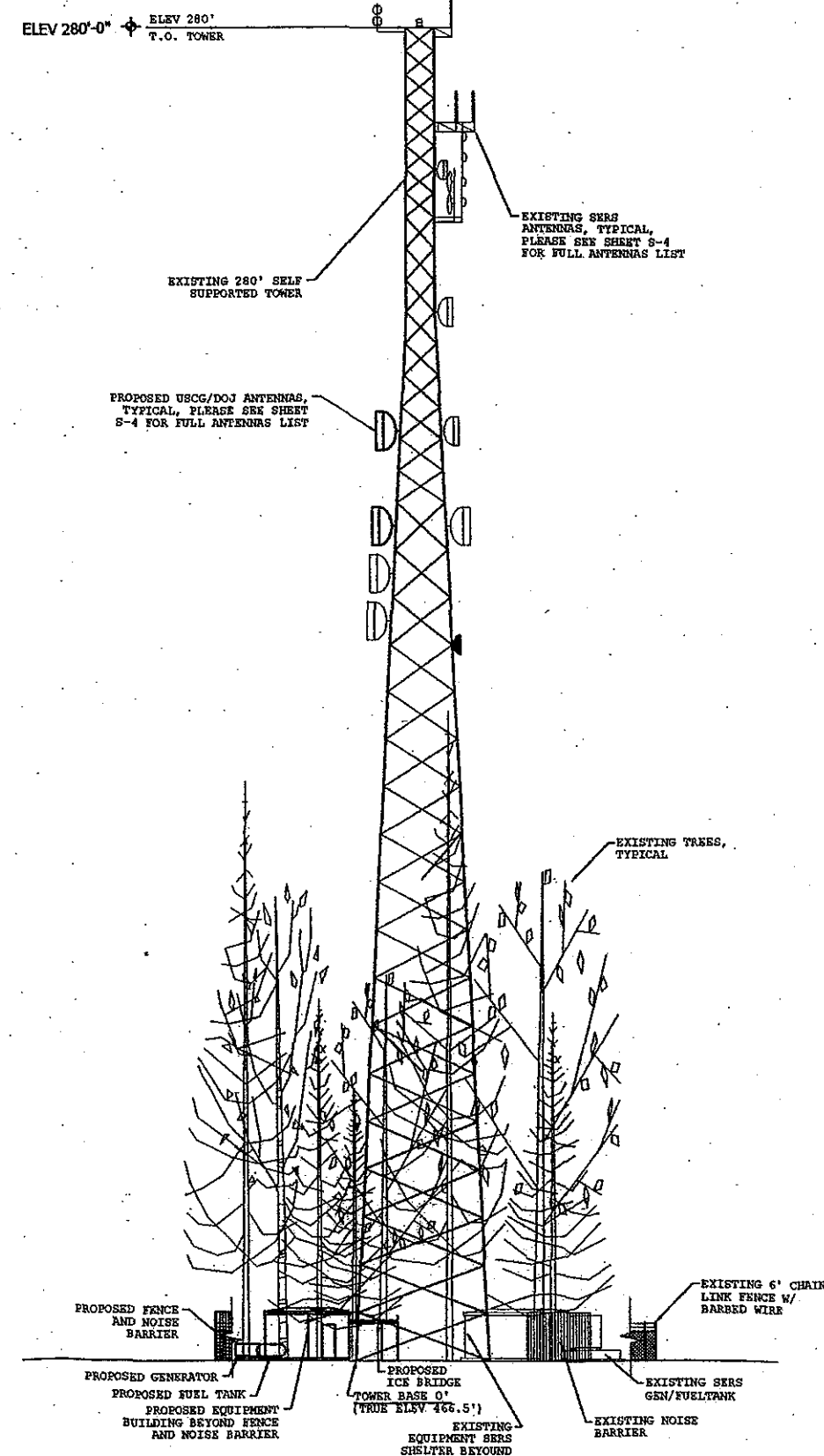
SCALE VARIES



* TOWER BASE DATUM ELEVATION IS +0'-0" AT BASE OF TOWER.
TRUE ELEVATION AT BASE OF TOWER IS 466.5'.

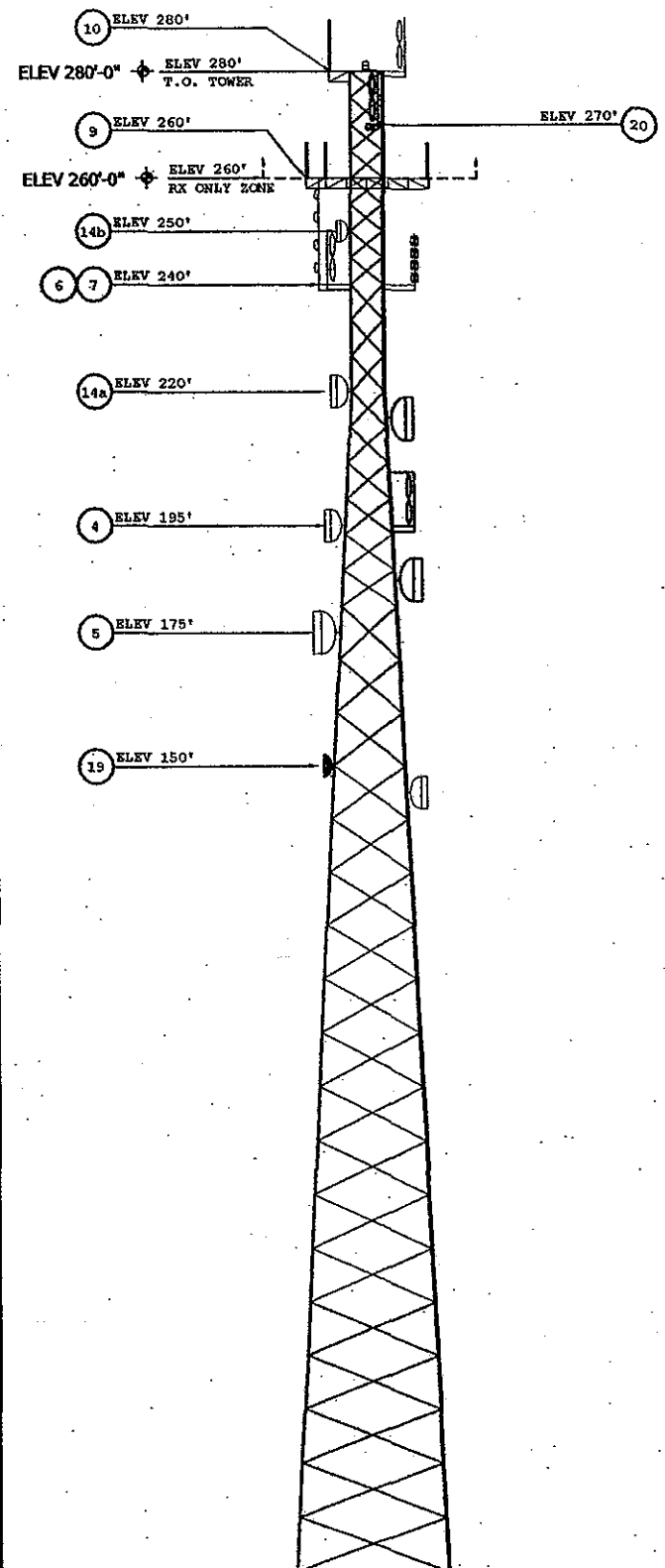
SOUTHWEST TOWER ELEVATION
SCALE: 1/8"=1'-0"

1
S-3



SOUTHEAST TOWER ELEVATION
SCALE: 1/8"=1'-0"

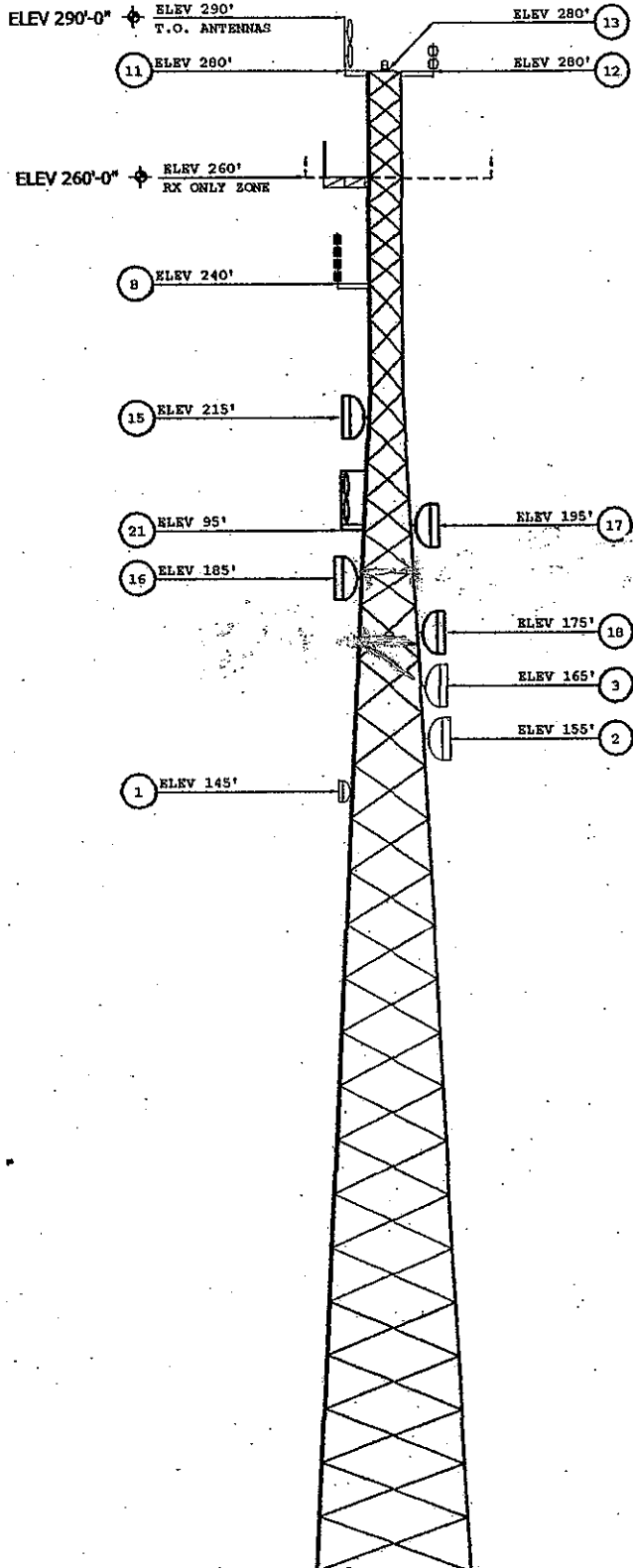
2
S-3



*TOWER BASE DATUM ELEVATION IS +0'-0" AT BASE OF TOWER.
TRUE ELEVATION AT BASE OF TOWER IS 466.5'.

NORTH TOWER ELEVATION
SCALE: 1/4"=1'-0"

N/A
S-4



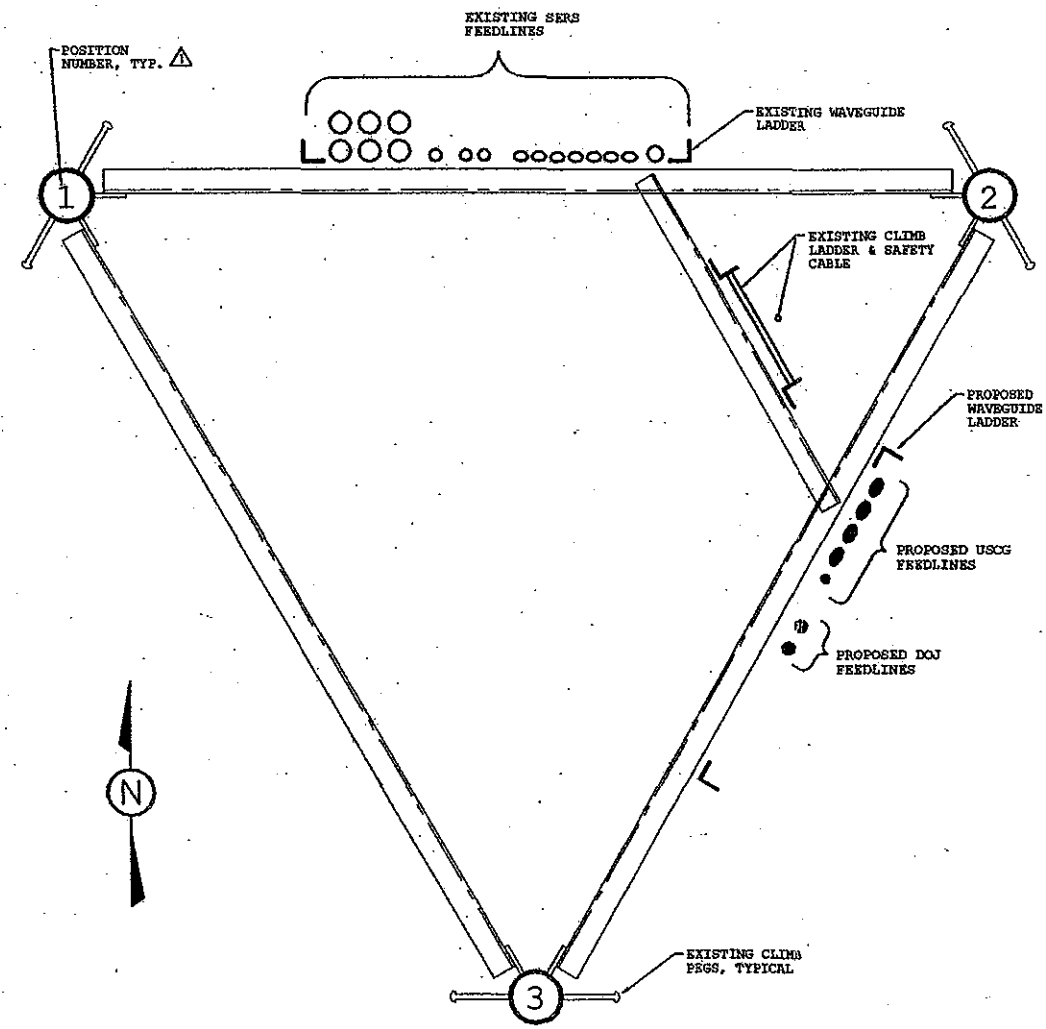
SOUTHWEST TOWER ELEVATION
SCALE: 1/4"=1'-0"

N/A
S-4

MARK	EXISTING ANTENNAS	ELEV	MOUNTING LOCATION	POSITION NUMBER	FEED LINE	ANTENNAS & FEED LINES SUPPLIED BY	ANTENNAS & FEED LINES INSTALLED BY	ANTENNA MOUNTS SUPPLIED BY	ANTENNA MOUNTS INSTALLED BY
1	4' M/W TO MARYSVILLE DISPATCH (SERS)	*145'	NW LEG	1	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
2	8' M/W TO RUCKER HILL (SERS)	*155'	S LEG	3	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
3	8' M/W TO SNOGAC (SERS) EVERETT	*165'	S LEG	3	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
4	6' M/W TO GRANITE FALLS - PHASE II (SERS)	*195'	NE LEG	2	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
5	8' M/W TO THREE LAKES - PHASE II (SERS)	*175'	NE LEG	2	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
6	21' DB224 - VHF TX CITY OF MARYSVILLE (SERS)	240'	NE LEG	2	1/2"	INSTALLED	INSTALLED	INSTALLED	INSTALLED
7	10' DIPOLE SRL-210-C2 - VHF PAGING (SERS)	240'	NE LEG	2	1/2"	INSTALLED	INSTALLED	INSTALLED	INSTALLED
8	UHF TRANSMIT (SERS)	240'	NW LEG	1	1/2"	INSTALLED	INSTALLED	INSTALLED	INSTALLED
9	(3) 6.5' MAST OGT6/REL2 - 800 MHZ TRANSMIT (SERS)	260'	N FACE	1-2	1 1/2"	INSTALLED	INSTALLED	INSTALLED	INSTALLED
10	9.5' MAST TX/RX 101-90-08 - 600 MHZ RECEIVE (SERS)	280'	NE LEG	2	1 1/2"	INSTALLED	INSTALLED	INSTALLED	INSTALLED
11	10' DIPOLE SRL-210-C2 - VHF RECEIVE (SERS)	280'	NW LEG	1	1/2"	INSTALLED	INSTALLED	INSTALLED	INSTALLED
12	5' DIPOLE DB404 - UHF RECEIVE (SERS)	280'	S LEG	3	1/2"	INSTALLED	INSTALLED	INSTALLED	INSTALLED
13	DUAL LIGHTING SYSTEM	280'	TOP	CENTER	CONDUIT	INSTALLED	INSTALLED	INSTALLED	INSTALLED
14a	FUTURE 6' M/W - TO GRANITE FALLS (SERS)	*220'	NE LEG	2	EW80	FUTURE	FUTURE	FUTURE	FUTURE
14b	FUTURE 960 MHZ 4' M/W - TO GREEN MOUNTAIN (USFS)	*250'	NE LEG	2	EW80	FUTURE	FUTURE	FUTURE	FUTURE

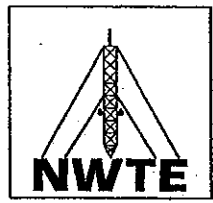
MARK	PROPOSED ANTENNAS	ELEV	MOUNTING LOCATION	POSITION NUMBER	FEED LINE	ANTENNAS & FEED LINES SUPPLIED BY	ANTENNAS & FEED LINES INSTALLED BY	ANTENNA MOUNTS SUPPLIED BY	ANTENNA MOUNTS INSTALLED BY
15	8' HP M/W (USOG)	*215'	NW LEG	1	EW77	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
16	8' HP M/W (USOG)	*195'	NW LEG	1	EW77	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
17	8' HP M/W (USOG)	*195'	S LEG	3	EW77	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
18	8' HP M/W (USOG)	*175'	S LEG	3	EW77	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
19	4' GRID M/W (USOG)	*150'	NE LEG	2	1/2"	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
20	10' 2-BAY DIPOLE SINCLAIR SD210-3C*2 (DOJ) RX	270'	N FACE	1-2	1/2"	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
21	10' 2-BAY DIPOLE SINCLAIR SD210-3C*2 (DOJ) TX	195'	NW LEG	1	1/2"	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR

- NOTES:**
- * RAD. CENTER ELEVATION. ALL OTHERS ARE BASE ELEVATIONS.
 - 260-FT ELEVATION AND ABOVE IS RX ONLY ZONE.
 - CONTRACTOR DENOTES RESPONSIBILITY OF THE GENERAL CONTRACTOR AND HIS SUBCONTRACTORS.
 - ALL FEEDLINES TO BE INSTALLED WITH TYPE "N" FEMALE CONNECTORS.
 - ALL SD210-3C*2 ANTENNAS TO HAVE TOP SWAY ARM BRACES.
 - ALL FEEDLINES TO BE FITTED WITH OWNER SUPPLIED LIGHTNING ARRESTORS.
 - FEEDLINES MAY BE STACKED/BUNDLED TO REDUCE WIND LOAD.
 - CONTRACTOR TO SUPPLY MOUNTS FOR ALL PROPOSED ANTENNAS.
 - TOWER DESIGNED TO ACCOMMODATE THE FUTURE ANTENNAS - NOT TO BE SUPPLIED OR INSTALLED AT THIS TIME.



EXISTING/PROPOSED/FUTURE ANTENNAS
SCALE: NONE

N/A
S-4



NORTHWEST TOWER ENGINEERING
2210 HEWITT AVE, STE 209
EVERETT, WA 98201-3767
PHONE: 425.258.4248
FAX: 425.258.4289



NO.	DATE	ISSUE
1	9-22-03	BLOG PERMIT SUBMIT
2	11-19-03	LEG NUMBERING
3		
4		

PERMIT SUBMITTAL
REVISION
EXISTING 280-FT SELF-SUPPORTING TOWER
TOWER DESCRIPTION
MARYSVILLE TANKS
8812 64TH ST NW
MARYSVILLE, WA
SITE LOCATION

ANTENNA INFORMATION
SHEET TITLE
S - 4
SHEET NO.
PROJECT NO. 030066.02
DRAWN BY K.P.W.
CHECKED BY S.A.D.
DATE 11-19-03
SCALE VARIES



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 11, 2024

SUBMITTED BY: Parks Director Tara Mizell, Parks, Recreation & Culture

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Lease Agreement for caretaker at Deering Wildflower Acres.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign this lease agreement for the caretaker at Deering Wildflower Acres.

SUMMARY: This is a lease agreement for caretaker services at Deering Wildflower Acres. The tenant will pay the monthly lease hold tax for the use of the caretaker house. The caretaker will be responsible for a number of duties outlined in Exhibit B including daily park inspections, open/closing of gates, cleaning the portable restroom, communicating with staff/law enforcement about the site, scheduling of user groups and keeping trails safe for the public.

ATTACHMENTS:

[Lease Agreement - Joe Hansen.pdf](#)

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the CITY OF MARYSVILLE, a municipal corporation existing under the laws of the State of Washington, hereinafter referred to as "Landlord", and Joe Hansen, hereinafter referred to as "Tenant".

WITNESSETH:

Landlord does by these presents lease and demise unto Tenant the following described real estate and premises situate in the City of Marysville, County of Snohomish, State of Washington, to wit:

The mobile home residence located at 4708 - 79th Avenue NE, Marysville, WA 98270, situated upon the property commonly known as Deering Wildflower Acres.

PROVIDED, that this lease shall be limited to the mobile home residence. The remaining property and all other structures situated upon the property are specifically NOT included as part of the lease premises, and may be used for whatever purposes Landlord elects, including, but not limited to, use by the public for park purposes. Landlord shall have access to the yard at all times.

The parties hereto mutually agree on the following terms and conditions governing said lease:

1. The term for said lease shall be for a maximum of five (5) years, commencing on April 1, 2024 and ending on March 31, 2029.
2. The market value of the leasehold interest is agreed to be ONE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$1,850.00) per month. Tenant shall pay leasehold excise tax to Landlord in the amount of 12.84% of the market value of the leasehold excise tax, for a monthly total of \$237.54 per month. Payment of the leasehold excise tax is the consideration for this lease. In the event that there is any change in the amount, manner, or method in which leasehold excise tax is determined or paid, Tenant shall pay the leasehold excise tax, as so changed, revised or recalculated.
3. The Landlord shall be compensated for this value in the following manner:

The Tenant shall perform all regular and necessary duties as an independent contractor pursuant to the terms of a separate Contract for Caretaker Services between the CITY OF MARYSVILLE and Tenant, attached hereto as **EXHIBIT B**. It is understood and agreed that the Tenant will not be obligated to pay the City the monthly rental for the premises in question for any month during which the Tenant has fully performed pursuant to the terms of the **EXHIBIT B** Contract for Caretaker Services and complied with all terms of

this agreement.

4. All interior maintenance of the premises shall be performed by the Tenant. Landlord shall provide all exterior maintenance to structures and repairs to the physical plant and roof systems of the premises. Landlord shall provide yard pruning services at least once every three months during the growing season. Tenant shall provide all other grounds maintenance including lawn mowing and watering the lawn and shrubbery as needed.
5. Landlord and Landlord's agents and employees shall have the right to access to the premises for the purposes of:
 - (a) Inspection;
 - (b) Maintenance, yard work, repairs, alterations or improvements;
 - (c) Display of the premises to prospective or actual workers or contractors.

Whenever practical, Landlord shall give Tenant advance notice of Landlord's intent to enter the property. Landlord shall not alter the property or home in any way so as to make the home uninhabitable by Tenant.

6. Tenant agrees that the mobile home will be used as the residence for Tenant only. Tenant agrees not to let or sublet the whole or any part of the premises nor assign this lease, or any interest therein. Tenant agrees not to operate any retail or service-oriented business within the residence or property described.
7. Tenant shall not maintain any pets or animals upon the premises without the prior written consent of Landlord.
8. Tenant agrees that all personal property kept at the lease premises by Tenant shall be at the risk of Tenant. Tenant further agrees not to hold Landlord liable in any manner or on account of any loss or damage sustained by action of fire, water, elements, theft or any third party.
9. Tenant shall maintain casualty insurance coverage for Tenant's personal property located at the premises. Landlord shall provide hazard insurance for the improvements situated on the lease premises and shall also provide public liability insurance.

Landlord shall pay the real estate taxes for the lease premises.

Tenant shall pay all charges for utilities supplied to the residence including, but not limited to, electricity. The Tenant is expected to make payments for all utilities billed within 30 days of the invoice date.

10. It is agreed that if default should occur on any of the conditions herein contained, or in the Contract for Caretaker Services, then it shall be the option of Landlord to declare this lease terminated. Upon termination of the lease on account of Tenant's default, Landlord shall have the right to re-enter the premises and remove all persons and property

therefrom.

11. Either party may terminate this Agreement by giving thirty (30) days' written notice to the other party. This lease shall automatically terminate in the event the Tenant ceases to occupy the subject premises for any reason for a period of thirty (30) consecutive days. Upon the expiration or early termination of this lease, the Tenant will quit and surrender the premises in as good state and condition as they were at the commencement of the lease term (ordinary wear and damage by the elements excepted).
12. In the event of any litigation involving the rights or obligations of the Landlord or Tenant hereunder, the prevailing party in such litigation shall be entitled to receive from the other such reasonable attorney's fees and all costs as the court may award.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
_____ day of _____, 2024.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

Tenant

By _____
Joe Hansen

By _____
Second name (if applicable)

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT B
CONTRACT FOR CARETAKER SERVICES

The CITY OF MARYSVILLE, a municipal corporation, hereinafter designated "City, " and (Joe Hansen), hereinafter designated "Caretaker," hereby contract and agree as follows:

1. Property/Consideration: In consideration for the lease which is **EXHIBIT A** to this agreement, Caretaker agrees to perform certain caretaker duties more particularly described below, pertaining to the following described property:

Deering Wildflower Acres

Situated in the County of Snohomish, State of Washington

Street address: 4708 79th Avenue N.E., Marysville, WA 98270

TOGETHER WITH the adjacent nature park acreage.

2. Caretaker Contract Term: This caretaker contract shall be for the term of the **EXHIBIT A** lease. Upon termination of said lease for any reason, this contract shall terminate.
3. Reporting Relationship: Caretaker shall report to the Parks Maintenance Supervisor.
4. Scope of Work: Caretaker shall:
 - a) Inspect facilities daily and advise Parks Maintenance Supervisor or his/her designee of any repairs needed to facilities.
 - b) Open and secure facilities daily on a schedule determined by the Park and Recreation Advisory Board. Caretaker shall open gates and lock gates at determined hours if gates are installed upon the premises. Caretaker shall be on site during scheduled activities when possible.
 - c) Empty trash/refuse receptacles into the dumpster provided by City.
 - d) Inspect/clean and maintain portable restroom supplies. City is responsible for all holding tank cleaning requirements.
 - e) Protect the park from vandal damage by reporting activities to law enforcement and public safety agencies.
 - f) Coordinate site schedules with Parks and Recreation Department, admit scheduled tours to the Park, or provide a qualified representative.
5. General Requirements and Qualifications: Caretaker must possess:

- a) Physical abilities to perform all duties.
 - b) Ability to read and speak English.
 - c) Valid Washington State driver's license and a clear Washington State background check.
6. Special Requirements and Compensation:
- a) Caretaker shall live on the park property in housing leased from the City of Marysville.
 - b) The housing provided to Caretaker is in lieu of monetary compensation for services rendered.
 - c) Caretaker shall contact the Parks Maintenance Supervisor to arrange for any short term or extended leave of absence from residence and/or duties. Caretaker is responsible for providing substitute caretaker during absence.
 - d) Equipment/Tools: From time to time the City may provide the use of certain tools and/or equipment, supplies and materials for Contractor's use. It shall be the sole responsibility of the Contractor to maintain and protect from damage or theft any equipment, supplies or materials provided by the City of third parties.
 - e) Employment of Third Parties: The City is contracting for the special services of the Contractor, and as such, the Contractor shall not subcontract or employ other persons to perform the caretaker services, without the specific written authorization of the City.
7. Independent Contractor
- a) The Service Agreement is not intended in any fashion to create the relationship of employer-employee with respect to the City and Contractor. Neither Contractor nor any person residing with Contractor is to be considered at any time an employee of the City. Neither party to the Service Agreement is the agent of the other, and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided.
8. Employee Benefits/Withholding
- a) Contractor agrees to pay any and all withholding taxes, Employment Security taxes, Social Security or FICA taxes, Labor & Industry premiums or fees, and otherwise shall pay all other government-imposed fees or charges with respect to the business of Contractor. Contractor shall be solely responsible for all of his own benefits including, but not limited to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits as he may wish to acquire for himself.
9. Litigation:

- a) In the event of any litigation involving the rights or obligations of the City or Contractor hereunder, the prevailing party in such litigation shall be entitled to receive from the other such reasonable attorney's fees and all costs as the court may award.

10. Interpretation:

- a) The agreement shall be governed by the laws of the State of Washington. There are no other or further agreements between the parties hereto except as set forth herein, or as specifically attached to this Agreement and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above first written.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

Tenant

By _____
Joe Hansen

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 11, 2024
SUBMITTED BY:	City Attorney Jon Walker, Legal
ITEM TYPE:	Agreement
AGENDA SECTION:	Consent
SUBJECT:	Purchase and Sale Agreement with the Estate of Gregory Payne to acquire property necessary for State Avenue Widening
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the mayor to sign and execute the purchase and sale agreement with Washington Trust Bank as Executor to the Estate of R. Gregory Payne in the amount of \$850,000.00.
SUMMARY:	This property and temporary construction easement were necessary for the widening of State Avenue. The City engaged in negotiations with the attorney representing the property owner. The City already placed \$651,500.00 in escrow to obtain a possession and use agreement so that construction could proceed. A balance of \$198,500.00 remains owing to acquire the property. The Furniture World business is on this property.

ATTACHMENTS:
[Purchase and Sale Agreement_Payne 1.17.2024.pdf](#)

PURCHASE AND SALE AGREEMENT

Project: State Avenue Corridor Widening Project (100th Street NE to 116th Street NE)
TPN: 006094-000-005-00 and 006094-000-006-00
Address: 11127 State Ave, Marysville, WA 98271 *and*
11031 Smokey Point Blvd, Marysville, WA 98271
Owner: R. GREGORY PAYNE, a single man

THIS PURCHASE AND SALE AGREEMENT (the “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 (the “City”) and WASHINGTON TRUST BANK, AS EXECUTOR TO THE ESTATE OF R. GREGORY PAYNE, DECEASED (the “Owner”).

Owner agrees to convey property and/or interest in property to the City as described in, and in the form of, the following documents:

EXHIBIT A – Bargain and Sale Deed

EXHIBIT B – Temporary Construction Easement

Owner agrees to sign and deliver to City additional documents reasonably necessary to complete the transaction.

1. **TOTAL MONETARY COMPENSATION:** The total monetary compensation is EIGHT HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$850,000.00). The parties acknowledge that the City previously has paid SIX HUNDRED FIFTY-ONE THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$651,500.00). After consideration of the March 7, 2023, Administrative Possession and Use payment, ONE HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$198,500.00) REMAINS DUE AND OWING UNDER THIS AGREEMENT.

2. **CONDITION OF TITLE:** Any liens and encumbrances affecting title to the property that arise after the date of the execution of this agreement, but before closing, shall be subject to City's acceptance. Title shall be conveyed free and clear of all monetary encumbrances.

3. **CLOSING OF SALE:** This sale shall be closed at the office of FIRST AMERICAN TITLE INSURANCE COMPANY, 2707 Colby Avenue, Suite 601, Everett, WA, Closing Agent, or at such licensed and bonded escrow company as City selects, within sixty (60) days after mutual acceptance of this Purchase and Sale Agreement, or within sixty (60) days after mortgage and lien subordinations have been secured and title has been cleared of any encumbrances or defects, whichever occurs later. City and Owner will, immediately on demand, deposit with Closing Agent all instruments and monies required to complete the transaction in accordance with this agreement.

The date of closing shall be the date upon which all appropriate documents are recorded, and the proceeds of the sale are available for disbursement to Owner.

4. **CLOSING COSTS AND PRORATES:** Real estate excise tax, escrow fees, recording, partial releases and subordination fees shall be paid by City. Any delinquent and outstanding property taxes shall be paid by Owner at or prior to closing or rolled over to the remainder property pursuant to RCW 84.60.070.

5. **EMINENT DOMAIN.** City is a municipal corporation of the State of Washington with the power to acquire property by eminent domain pursuant to RCW Chapter 8.12. By Ordinance No. 3103, City has authorized the use of eminent domain to acquire this property.

6. **POSSESSION:** City shall be entitled to possession on the date of closing.

7. **CITY COUNCIL APPROVAL:** Owner acknowledges that this agreement does not bind the City until the City Council approves this Settlement Agreement and the Mayor executes the Agreement.

8. **COUNTERPARTS:** This Contract 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 Contract.

DATED this _____ day of _____, 2024.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

DATED this _____ day of _____, 2024.

By _____
DAWN SPRATLEY, WASHINGTON TRUST
BANK, AS EXECUTOR TO THE ESTATE OF R.
GREGORY PAYNE, DECEASED

DATED this _____ day of _____, 2024.

By _____
AMANDA WITTMANN, WASHINGTON TRUST
BANK, AS EXECUTOR TO THE ESTATE OF R.
GREGORY PAYNE, DECEASED

Owner's Mailing Address

Owner's Email Address and Phone Number: _____

EXHIBIT A

to Purchase and Sale Agreement

AFTER RECORDING MAIL TO:

City of Marysville
Legal Department
501 Delta Avenue
Marysville, WA 98270

BARGAIN AND SALE DEED

Grantors: WASHINGTON TRUST BANK, AS EXECUTOR TO THE
ESTATE OF R. GREGORY PAYNE, DECEASED, a single man

Grantee: CITY OF MARYSVILLE, a municipal corporation of the State of
Washington

Abbreviated Legal: Ptn of Lots 5, 6, 7, 8 and 9 of Webbs Homesites, Vol.15, Pg. 96

Additional Legal: Exhibit A and A-1

Assessor's Tax Parcel No: Ptn of 006094-000-005-00 and Ptn of 006094-000-006-00

THE GRANTOR, Washington Trust Bank, as Executor to the Estate of R. Gregory Payne, Deceased, for and in consideration of **Ten Dollars and other Good and Valuable Consideration**, in hand paid, bargains, sells, and conveys, under imminent threat of the power of eminent domain, to **City of Marysville**, a municipal corporation of the State of Washington, the following described real estate, situated in the County of Snohomish, State of Washington.

See EXHIBIT A and A-1 attached hereto for legal descriptions and Exhibit B and B-1 for depictions.

SUBJECT TO: Easements, covenants, restrictions, and reservations of record.

Also, the Grantor requests that the Assessor and Treasurer of Snohomish County, Washington, segregate the taxes and the assessed valuation as between the portion of property

herein conveyed and the remainder thereof, and set over the lien of all unpaid taxes, if any, affecting the real estate herein conveyed to the portion of tax parcel 006094-000-005-00 and 006094-000-006-00 not conveyed hereby, as provided for by RCW 84.60.070.

On this _____ day of _____, 2024, before me personally appeared **Dawn Spratley, Washington Trust Bank, as Executor to the Estate of R. Gregory Payne, Deceased**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that he signed the Temporary Construction Easement as his free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

DATED this _____ day of _____, 2024.

By _____
AMANDA WITTMANN, WASHINGTON TRUST
BANK, AS EXECUTOR TO THE ESTATE OF R.
GREGORY PAYNE, DECEASED

STATE OF WASHINGTON)
 : ss
COUNTY OF SNOHOMISH)

On this _____ day of _____, 2024, before me personally appeared **Amanda Wittman, Washington Trust Bank, as Executor to the Estate of R. Gregory Payne, Deceased**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that he signed the Temporary Construction Easement as his free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

RIGHT-OF-WAY ACQUISITION
GREGORY R. PAYNE
TAX PARCEL IDENTIFICATION NO. 00609400000500

THAT PORTION OF LOT 5 OF THE PLAT OF WEBBS HOMESITES AS RECORDED IN VOLUME 15 OF PLATS, PAGE 96, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5;
THENCE SOUTH 88°20'50" EAST ALONG THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 7.22 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 7.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, THE EAST RIGHT-OF-WAY MARGIN OF STATE AVENUE (OLD PACIFIC HIGHWAY);
THENCE SOUTH 12°31'47" EAST ALONG SAID PARALLEL LINE 99.81 FEET;
THENCE NORTH 77°28'13" EAST 8.00 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 15.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, SAID EAST MARGIN;
THENCE SOUTH 12°31'47" EAST ALONG SAID PARALLEL LINE 5.36 FEET TO THE SOUTH LINE OF SAID LOT 5;
THENCE NORTH 88°20'50" WEST ALONG SAID SOUTH LINE 15.47 FEET TO SAID MARGIN;
THENCE NORTH 12°31'47" WEST ALONG SAID MARGIN 103.15 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 757 SQUARE FEET, OR 0.02 ACRES, MORE OR LESS.



RIGHT-OF-WAY ACQUISITION
GREGORY R. PAYNE
TAX PARCEL IDENTIFICATION NO. 00609400000600

THAT PORTION OF LOTS 6, 7, 8 AND 9 OF THE PLAT OF WEBBS HOMESITES AS RECORDED IN VOLUME 15 OF PLATS, PAGE 96, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6;
THENCE SOUTH 88°20'50" EAST 15.47 FEET ALONG THE NORTH LINE OF SAID LOT 6 TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 15.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, THE EAST RIGHT-OF-WAY MARGIN OF STATE AVENUE (OLD PACIFIC HIGHWAY);
THENCE SOUTH 12°31'47" EAST ALONG SAID PARALLEL LINE 8.12 FEET;
THENCE SOUTH 77°21'25" WEST 7.50 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 7.50 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, SAID MARGIN;
THENCE SOUTH 12°31'47" EAST ALONG SAID PARALLEL LINE 100.44 FEET;
THENCE NORTH 77°20'16" EAST 7.50 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 15.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, SAID MARGIN;
THENCE SOUTH 12°31'47" EAST ALONG SAID PARALLEL LINE 13.52 FEET;
THENCE SOUTH 77°21'25" WEST 7.00 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 8.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, SAID MARGIN;
THENCE SOUTH 12°31'47" EAST 48.83 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT WHICH IS CONCENTRIC WITH AND 8.00 FEET EAST OF, AS MEASURED RADIALY THERETO, SAID MARGIN, FROM WHICH THE CENTER BEARS SOUTH 77°35'24" WEST 3,907.18 FEET DISTANT;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°09'01" AN ARC DISTANCE OF 78.44 FEET;
THENCE NORTH 78°29'21" EAST 7.00 FEET;
THENCE SOUTH 11°09'41" EAST 13.49 FEET;
THENCE SOUTH 78°56'15" WEST 6.50 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT WHICH IS CONCENTRIC WITH AND 8.50 FEET EAST OF, AS MEASURED RADIAL THERETO, SAID MARGIN, FROM WHICH THE CENTER BEARS SOUTH 78°56'15" WEST 3907.68 FEET DISTANT;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°33'16" AN ARC DISTANCE OF 106.02 FEET;
THENCE NORTH 80°29'31" EAST 7.00 FEET;
THENCE SOUTH 09°30'29" EAST 7.41 FEET TO THE SOUTH LINE OF SAID LOT 9;
THENCE NORTH 87°47'06" WEST ALONG SAID SOUTH LINE A DISTANCE OF 15.83 FEET TO SAID MARGIN AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 80°33'13" WEST 3899.18 FEET DISTANT; THENCE NORTHERLY ALONG SAID CURVE LEFT THROUGH A CENTRAL ANGLE OF 02°57'48" AN ARC DISTANCE OF 201.66 FEET;
THENCE CONTINUING ALONG SAID MARGIN NORTH 12°31'47" WEST 174.71 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 3,316 SQUARE FEET, OR 0.08 ACRES, MORE OR LESS.

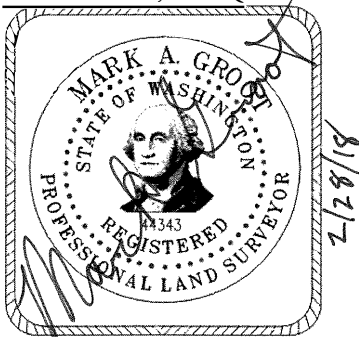


Exhibit A-1 to Bargain and Sale Deed

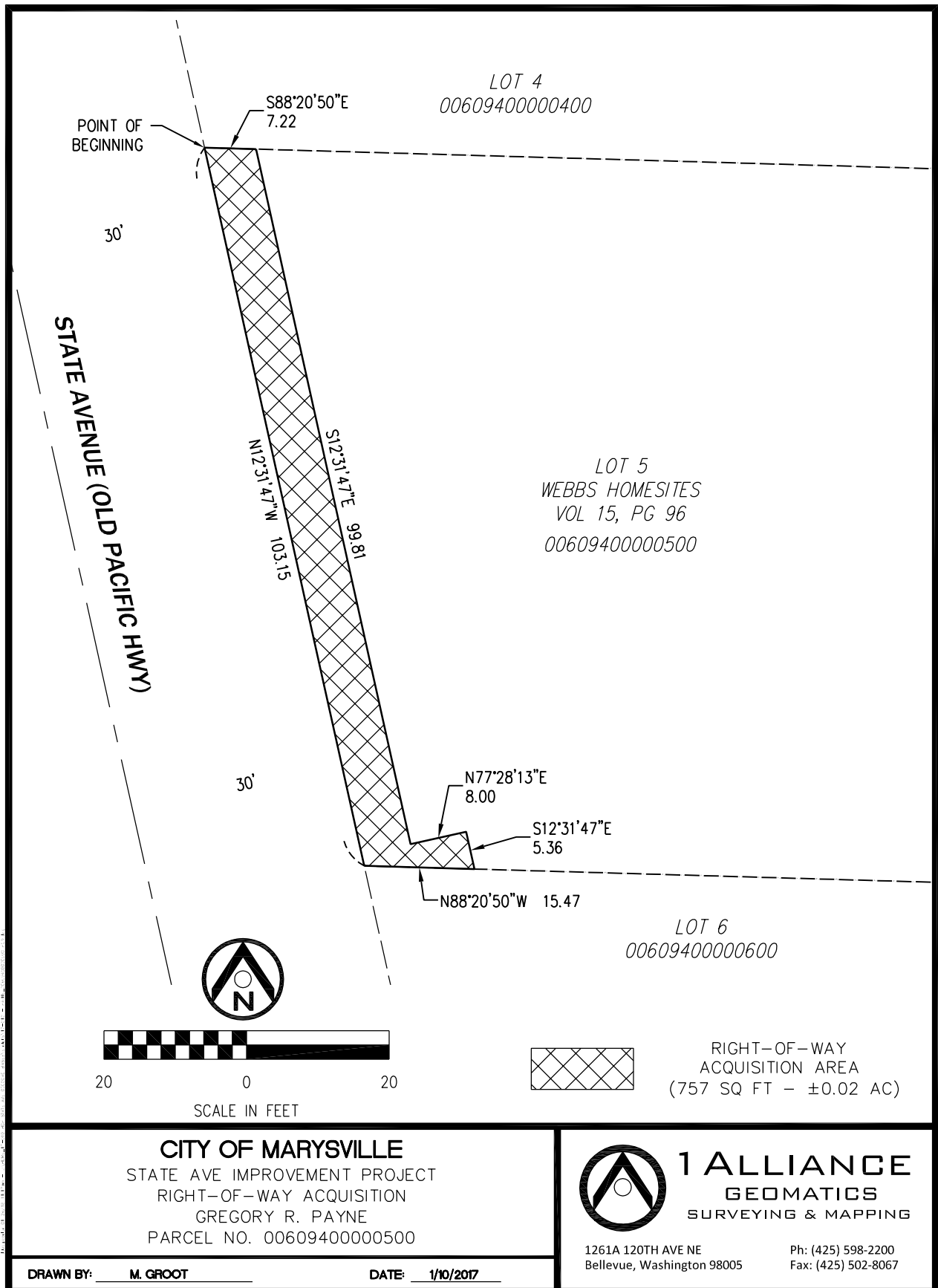


Exhibit B to Bargain and Sale Deed

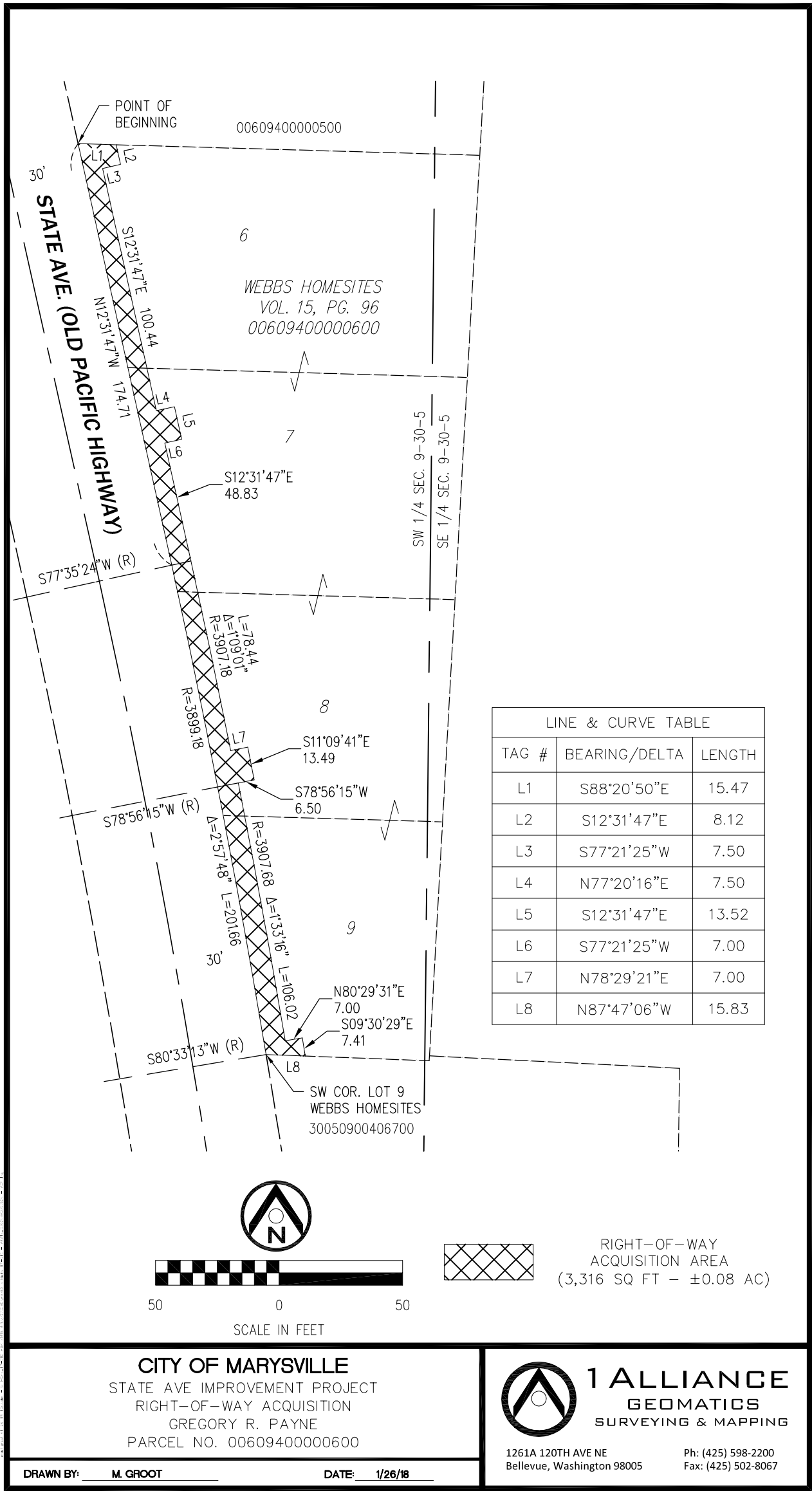


Exhibit B-1 to Bargain and Sale Deed

EXHIBIT B

to Purchase and Sale Agreement

AFTER RECORDING MAIL TO:

City of Marysville
Legal Department
501 Delta Avenue
Marysville, WA 98270

TEMPORARY CONSTRUCTION EASEMENT

Grantors: WASHINGTON TRUST BANK, AS EXECUTOR TO THE
ESTATE OF R. GREGORY PAYNE, DECEASED

Grantee: CITY OF MARYSVILLE, a municipal corporation of the State of
Washington

Abbreviated Legal: Lots 5, 6, 7, 8 and 9 of Webbs Homesites, Vol.15, Pg. 96

Additional Legal on page: 2

Assessor's Tax Parcel No: Ptn of 006094-000-005-00 and Ptn of 006094-000-006-00

In the matter of: State Ave Corridor Widening Project (100th St NE to 116th St NE)

KNOW ALL MEN BY THESE PRESENT, that the Grantor, WASHINGTON TRUST BANK, AS EXECUTOR TO THE ESTATE OF R. GREGORY PAYNE, DECEASED, for and in consideration of the mutual benefits to the parties, do hereby grant to the Grantee, the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, and its employees, contractors, agents, permittees and licensees, the temporary right, permit, license and easement to use and occupy the hereinafter described lands, together with rights of ingress and egress, for the purposes of road widening and related roadway improvement construction on adjacent real property until the completion of the construction of the above referenced project or within 18 (eighteen) months, whichever occurs first, and for purposes of removing vegetation that interferes with Grantee's use of the temporary construction easement area, and for modification

or reconstruction of driveways on the easement property to blend with new construction, and for any and all other purposes incidental to the construction of said project over, under, through, across, in and upon the hereinafter described lands in the County of Snohomish County, State of Washington.

As described in **EXHIBITS A, A-1, B and B-1** attached hereto and incorporated herein by this reference.

It is further understood and agreed that the Grantee shall defend, indemnify, and save the Grantor harmless from any and all claims and causes of action of every kind and description which may accrue to, or be suffered by any person, persons or property by reason of, arising out of, or resulting from the use and occupancy of said lands by the Grantee, its successors and assigns.

This temporary easement, and all rights granted hereunder, shall terminate September 7, 2024.

It is understood and agreed that upon completion of construction of said project, the CITY OF MARYSVILLE or its agents shall restore the easement area as near as reasonably possible to its condition prior to construction.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the CITY OF MARYSVILLE unless and until accepted and approved hereon in writing for the CITY OF MARYSVILLE, by its authorized agent.

The covenants herein shall run with the land and shall be binding on the grantors, their heirs, successors and assigns for the term of this agreement.

DATED this _____ day of _____, 2024.

By _____

DAWN SPRATLEY, WASHINGTON TRUST BANK,
AS EXECUTOR TO THE ESTATE OF R. GREGORY
PAYNE, DECEASED

STATE OF WASHINGTON)
 : ss
COUNTY OF SNOHOMISH)

On this ____ day of _____, 2024, before me personally appeared **Dawn Spratley, Washington Trust Bank, as Executor to the Estate of R. Gregory Payne, Deceased**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that he signed the Temporary Construction Easement as his free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

DATED this ____ day of _____, 2024.

By _____
AMANDA WITTMANN, WASHINGTON TRUST
BANK, AS EXECUTOR TO THE ESTATE OF R.
GREGORY PAYNE, DECEASED

STATE OF WASHINGTON)
 : ss
COUNTY OF SNOHOMISH)

On this ____ day of _____, 2024, before me personally appeared **Amanda Wittman, Washington Trust Bank, as Executor to the Estate of R. Gregory Payne, Deceased**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that he signed the Temporary Construction Easement as his free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington

Residing at _____

My appointment expires _____

Dated this ____ day of _____, 2024:

City of Marysville

a Municipal Corporation of the State of Washington

By: _____

Name: Jon Nehring

Its: Mayor

STATE OF WASHINGTON)
 : ss
COUNTY OF SNOHOMISH)

On this ____ day of _____, 2024, I certify that I know or have satisfactory evidence that **Jon Nehring** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Temporary Construction Easement of the City of Marysville, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington

Residing at _____

My appointment expires _____

TEMPORARY CONTRUCTION EASEMENT
GREGORY R. PAYNE
TAX PARCEL IDENTIFICATION NO. 00609400000500

THAT PORTION OF LOT 5 OF THE PLAT OF WEBBS HOMESITES AS RECORDED IN VOLUME 15 OF PLATS, PAGE 96, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5;
THENCE SOUTH 88°20'50" EAST 7.22 FEET ALONG THE NORTH LINE OF SAID LOT 5 TO THE **POINT OF BEGINNING**;
THENCE CONTINUING SOUTH 88°20'50" EAST 23.97 FEET ALONG SAID NORTH LINE;
THENCE SOUTH 12°38'35" EAST 29.79 FEET;
THENCE SOUTH 77°21'25" WEST 15.43 FEET;
THENCE SOUTH 12°38'35" EAST 64.11 FEET;
THENCE SOUTH 77°28'13" WEST 8.00 FEET;
THENCE NORTH 12°31'47" WEST 99.81 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 1,271 SQUARE FEET, OR 0.03 ACRES, MORE OR LESS.



Exhibit A to TCE

TEMPORARY CONSTRUCTION EASEMENT
GREGORY R. PAYNE
TAX PARCEL IDENTIFICATION NO. 00609400000600

THOSE PORTIONS OF LOTS 6, 7, 8 AND 9 OF THE PLATS OF WEBBS HOMESITE, AS RECORDED IN VOLUME 15 OF PLATS, PAGE 96, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6;
THENCE SOUTH 88°20'50" EAST 15.47 FEET ALONG THE NORTH LINE OF SAID LOT 6 TO THE **POINT OF BEGINNING**;
THENCE CONTINUING SOUTH 88°20'50" EAST ALONG SAID NORTH LINE, 16.89 FEET;
THENCE SOUTH 12°38'35" EAST 43.16 FEET;
THENCE SOUTH 77°27'34" WEST 16.46 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 15.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, THE EAST RIGHT-OF-WAY MARGIN OF STATE AVENUE (OLD PACIFIC HIGHWAY);
THENCE SOUTH 12°31'47" EAST ALONG SAID PARALLEL LINE 61.25 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A".
THENCE SOUTH 77°20'16" WEST 7.50 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 7.50 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, SAID EAST MARGIN;
THENCE NORTH 12°31'47" WEST ALONG SAID PARALLEL LINE 100.44 FEET;
THENCE NORTH 77°21'25" EAST 7.50 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 15.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, SAID EAST MARGIN;
THENCE NORTH 12°31'47" WEST ALONG SAID PARALLEL LINE 8.12 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH:

COMMENCING AT THE AFOREMENTIONED POINT "A";
THENCE SOUTH 12°31'47" EAST ALONG A LINE WHICH IS PARALLEL WITH AND 15.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, SAID MARGIN, A DISTANCE OF 9.47 FEET TO THE **POINT OF BEGINNING**;
THENCE NORTH 77°21'25" EAST 9.83 FEET;
THENCE SOUTH 12°38'35" EAST 50.00 FEET;
THENCE SOUTH 77°21'25" WEST 10.50 FEET;
THENCE SOUTH 12°38'35" EAST 19.22 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3,554.66 FEET;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°00'11" AN ARC DISTANCE OF 62.23 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";
THENCE SOUTH 78°29'21" WEST 7.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT WHICH IS CONCENTRIC WITH AND 8.00 FEET EAST OF, AS MEASURED RADially THERETO, SAID EAST MARGIN, FROM WHICH THE CENTER BEARS SOUTH 78°44'25" WEST 3,907.18 FEET DISTANT;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°09'01" AN ARC DISTANCE OF 78.44 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 8.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, SAID MARGIN;
THENCE NORTH 12°31'47" WEST ALONG SAID PARALLEL LINE 48.83 FEET;
THENCE NORTH 77°21'25" EAST 7.00 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 15.00 FEET EAST OF, AS MEASURED PERPENDICULAR THERETO, SAID EAST MARGIN;
THENCE NORTH 12°31'47" WEST ALONG SAID PARALLEL LINE 4.05 FEET TO THE **POINT OF BEGINNING**;

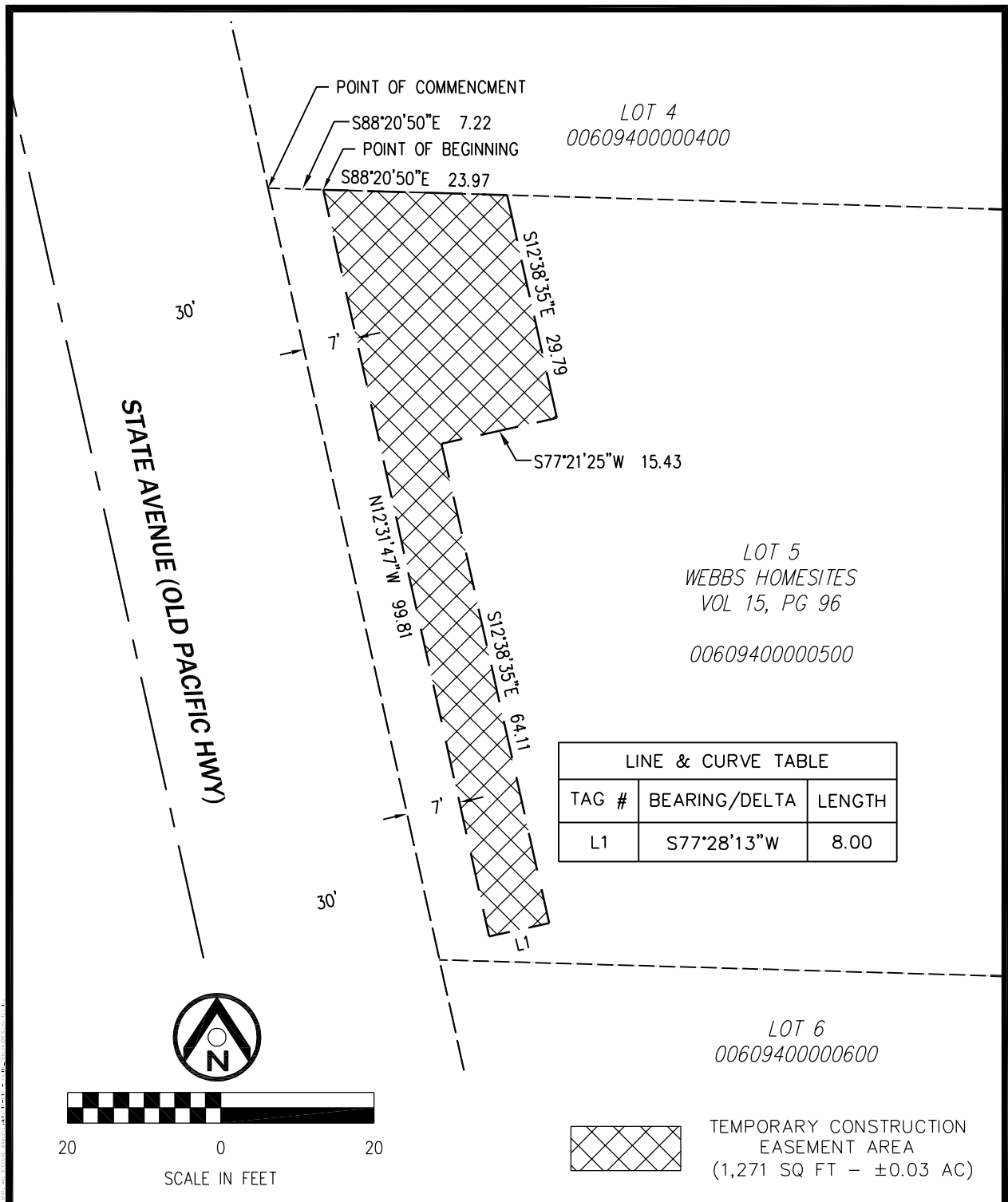
Exhibit A-1 to TCE

TOGETHER WITH:

COMMENCING AT THE AFOREMENTIONED POINT "B";
 THENCE SOUTH $11^{\circ}32'02''$ EAST 13.49 FEET TO THE **POINT OF BEGINNING** AND THE
 BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS
 SOUTH $78^{\circ}34'49''$ WEST 3,570.83 FEET DISTANT;
 THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}24'27''$ AN
 ARC DISTANCE OF 25.40 FEET;
 THENCE SOUTH $02^{\circ}02'19''$ WEST 26.64 FEET;
 THENCE SOUTH $87^{\circ}50'42''$ EAST 6.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE
 TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH $79^{\circ}25'35''$ WEST 3,570.83 FEET
 DISTANT;
 THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}51'29''$ AN
 ARC DISTANCE OF 53.48 FEET;
 THENCE SOUTH $80^{\circ}29'19''$ WEST 7.11 FEET TO A POINT ON A NON-TANGENT CURVE TO THE
 LEFT WHICH IS CONCENTRIC WITH AND 8.50 FEET EAST OF, AS MEASURED RADIALLY
 THERETO, SAID EAST MARGIN, FROM WHICH THE CENTER BEARS SOUTH $80^{\circ}29'31''$ WEST
 3,906.19 FEET DISTANT, AND FROM WHICH POINT THE SOUTHWEST CORNER OF SAID LOT 9
 BEARS SOUTH $54^{\circ}13'10''$ WEST 9.48 FEET DISTANT;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $01^{\circ}33'16''$ AN
 ARC DISTANCE OF 105.98 FEET;
 THENCE NORTH $78^{\circ}34'49''$ EAST 6.59 FEET TO THE **POINT OF BEGINNING**;

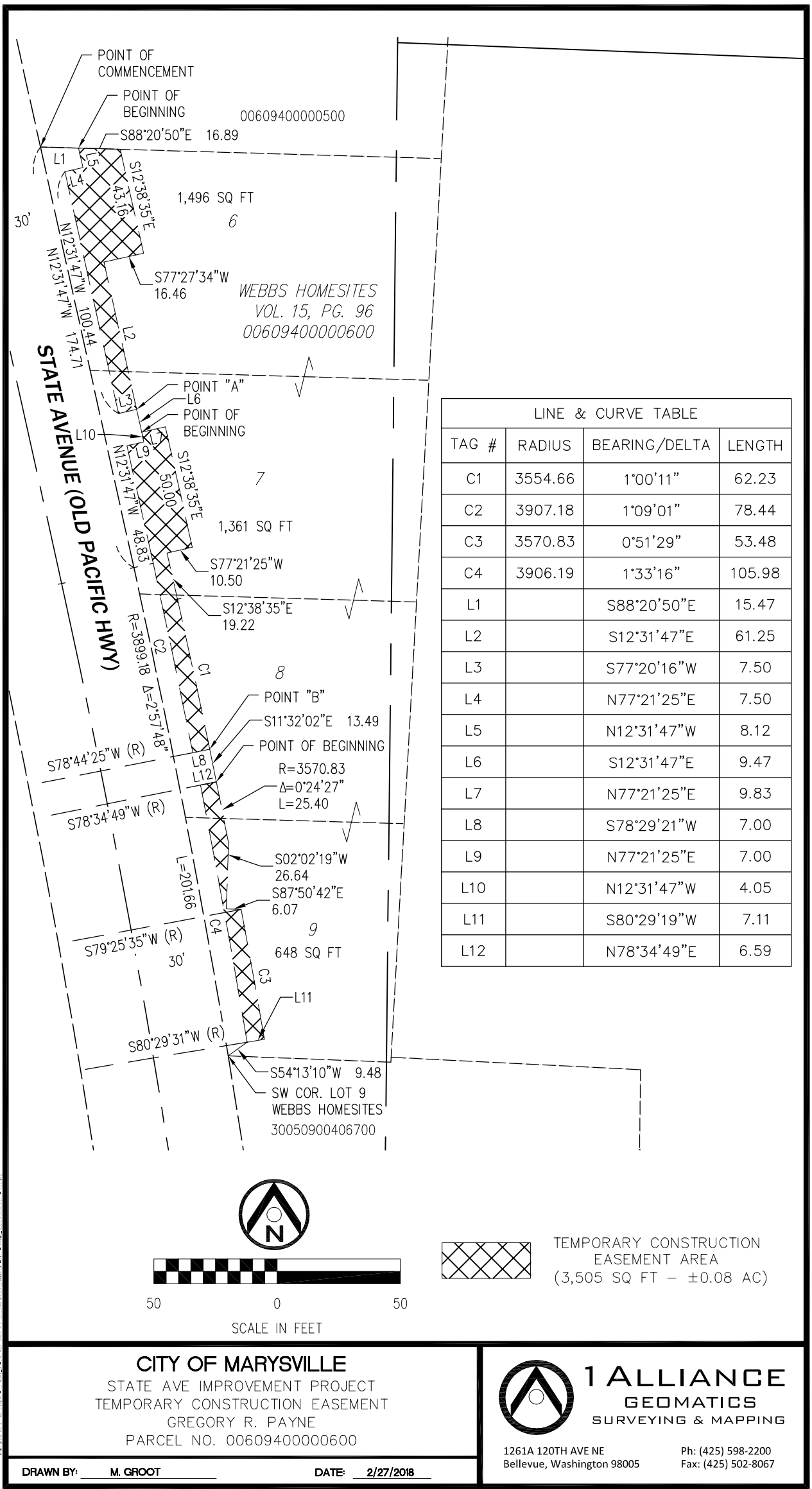
CONTAINS 3,505 SQUARE FEET, OR 0.08 ACRES, MORE OR LESS.





CITY OF MARYSVILLE STATE AVE IMPROVEMENT PROJECT TEMPORARY CONSTRUCTION EASEMENT GREGORY R. PAYNE PARCEL NO. 00609400000500	1 ALLIANCE GEOMATICS SURVEYING & MAPPING 1261A 120TH AVE NE Bellevue, Washington 98005 Ph: (425) 598-2200 Fax: (425) 502-8067
DRAWN BY: <u>M. GROOT</u>	DATE: <u>1/10/2017</u>

Exhibit B to TCE





Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 11, 2024

SUBMITTED BY: Emergency Preparedness Manager Sarah Lavelle, Executive

ITEM TYPE: Resolution

AGENDA SECTION: New Business

SUBJECT: A **Resolution** to adopt the 2023-2028 City of Marysville Comprehensive Emergency Management Plan

SUGGESTED ACTION: Recommended Motion: I move to adopt Resolution No. ____.

SUMMARY: This Comprehensive Emergency Management Plan (CEMP) provides a framework for effectively preparing for, responding to, recovering from, and mitigating the impacts of emergencies and disasters. This plan outlines the roles and responsibilities of various City departments, agencies, and partners throughout all phases of emergency management.

ATTACHMENTS:
[2023-2028 CEMP Resolution_updated.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, ADOPTING THE UPDATED 2023-2028 MARYSVILLE
COMPREHENSIVE EMERGENCY MANAGEMENT PLAN.**

WHEREAS, Marysville Municipal Code 2.12 established an emergency management organization which is required by Chapter 38.52 RCW and Chapter 118-30 WAC to complete a comprehensive emergency management plan ; and

WHEREAS, the City of Marysville has revised the Comprehensive Emergency Management Plan (CEMP) in a continued effort to prepare for emergencies; and

WHEREAS, the Mayor, in accordance with Chapter 118-30-060 WAC will issue a promulgation memorandum for the updated plan; and

WHEREAS, a wide range of natural and human-caused hazards can affect residents, visitors, and property in the City; and

WHEREAS, the Comprehensive Emergency Management Plan is a framework for disaster preparedness activities that support National Incident Management System (NIMS) requirements; and

WHEREAS, public health, safety, and welfare will be enhanced by the adoption of a Comprehensive Emergency Management Plan to coordinate and plan the City's emergency management activities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the updated 2023-2028 Comprehensive Emergency Management Plan is adopted.

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

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 11, 2024

SUBMITTED BY: Human Resources Director Hodgson, Human Resources

ITEM TYPE: Memorandum of Understanding

AGENDA SECTION: New Business

SUBJECT: Memorandum of Understanding Between the Teamsters Local 763 and the City of Marysville. *

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Memorandum of Understanding with Teamsters Local 763.

SUMMARY: The Memorandum of Understanding establishes a Commercial Driver's License (CDL) Training Program to provide professional skill development and opportunities for further advancement for employees. The CDL Certification is a common job requirement within Public Works necessary for advancement. The City previously provided an in house training program that ended when federal regulations changed around training requirements. This program provides a pathway to support staff in their professional development while also supporting critical recruitment and retention efforts for the City.

ATTACHMENTS:

[City of Marysville CDL_Training_MOU_FINAL.pdf](#)

MEMORANDUM OF UNDERSTANDING

by and between
CITY OF MARYSVILLE, WASHINGTON
and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Employees of the City of Marysville)

January 01, 2024 through December 31, 2025

THIS MEMORANDUM OF UNDERSTANDING is by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

Commercial Driver's License (CDL) Training Program Outline

Program Scope: Current positions with the City of Marysville that require a CDL certification stipulate that an employee has six (6) months from hire to obtain the certification. This program is intended to provide access to CDL training for internal and external candidates to support recruitment and retention efforts for essential Public Work positions that require CDLs. The CDL training program provides professional skill development and opportunities for further advancement within the Employer.

Candidates Hired without CDL:

- a) In accordance with the job description, the employee will have six (6) months to successfully obtain a CDL and upon hire into the position, the employee will be enrolled in an Employer-approved CDL training program. For internal candidates promoted into the position, the orientation period may be extended with mutual agreement between the Union, the Employer and the employee in the event the employee has not obtained a CDL within the four (4) month orientation period as referenced in Article 4.6, Job Vacancies.
- b) The Employer will pay the full cost of the training program to include registration and materials, permits, testing fees and DOT physical. The employee will be compensated their normal hourly rate while attending the training program up to forty (40) hours a week. The employee will be compensated their regular rate of pay for travel from their home of record to the training program. If the mileage from the employee's home of record to the training program exceeds the mileage from the employee's home of record to the Employer's Public Works facility, then the employee will be reimbursed for the miles that exceed their commute to the Public Works facility at the established IRS mileage reimbursement rate. For example, an employee with a normal commute of ten (10) miles to the Public Works facility has a temporary increase in their commute to fifteen (15) miles to the training program. The employee would be reimbursed for five (5) miles at the IRS mileage reimbursement rate for their travel to and from the training program. Any other hours worked as part of their normal job duties and not related to the CDL training program shall be compensated in accordance with the applicable provisions of the collective bargaining agreement.
- c) Should the employee fail to complete and/or pass the CDL training program and/or fail to obtain their CDL within two (2) months of completing the CDL training course, they shall be required to repay the full amount expended by the Employer on their behalf for registration and materials, permits, testing fees and DOT physical. The employee will be eligible for one (1) retest at the Employer's expense if needed during this two (2) month period, which may be extended based on the availability to schedule testing. If an employee is required to repay the Employer, the employee will work with Human Resources to establish a repayment plan for expenses.

- d) Should the employee successfully complete the CDL training program and then be terminated from employment for just cause or voluntarily separate employment with the Employer prior to working for two (2) years from the date of their active CDL license, the employee shall then be required to repay a prorated amount of 1/24th of the total costs paid by the Employer for the CDL training program to include registration and materials, permits, testing fees and DOT physical, back to the Employer for each month of service not completed in accordance with this agreement.
- e) In exercising provision (d), the employee's final paycheck would be reduced by the final prorated amount owed should termination or voluntary separation occur and repayment is required. If the final paycheck is insufficient to cover the balance owed, the employee would be responsible for payment of the remaining balance owed to the Employer.

Voluntary Program for Employees:

Program Scope: Intended to provide a voluntary training program option for employees that have an interest to obtain a CDL certification in preparation for potential future promotions.

- a) The Employer will make an attempt to provide at least two (2) voluntary training opportunities each calendar year subject to available budget and enrollment availability with the approved CDL training program. The available training will be announced to all eligible Public Works employees at least sixty (60) days in advance of the program start date and interested employees can submit an internal form that will include a required statement of interest and applicability to their professional development. Public Works positions not eligible to be included in this program are the Maintenance Assistant and Custodian. (Because Maintenance Assistants and Custodians are not eligible to participate in the CDL Training Program, the Employer agrees that any current Maintenance Assistant or Custodian who holds a CDL shall not be assigned to work on tasks or in roles that require a CDL).
- b) To be eligible to be considered for the voluntary training program, an employee must meet the following criteria:
 - i. Employed by the Employer in a full time, permanent capacity in Public Works for at least six (6) months prior to submitting their interest form. Exceptions to this criteria may be considered on a case-by-case basis based on other relevant internal or external experience deemed to be equivalent to a Maintenance Tech I position at the discretion of the Public Works Director and Human Resources Director.
 - ii. Have received an overall rating of at least 'meets' expectations on their most recent evaluation.
 - iii. Not have any active disciplinary action or performance improvement plans in place for the last two (2) years.

Seniority based on length of employment in a full time, permanent position with the Employer will be considered in the event there are multiple employees who are eligible and interested. Employees not selected will need to submit a new interest form when the next training opportunity is announced. Final approval from the Department Director, HR Director and Chief Administrative Officer will be required. Employees not selected for the training program may submit a review request with the Public Works Director, with the final decision and outcome not subject to the grievance procedure.

- c) The Employer will pay the full cost of the training program to include registration and materials, permits, testing fees and DOT physical. The employee is responsible for their own travel to and from the training program.
- d) The employee will enroll in a weekend class option through an Employer-approved CDL training program and will not be compensated for their time attending the weekend program. The employee will be required to maintain their normal work schedule while attending the training program.
- e) Should the employee fail to complete and/or pass the CDL training program and/or fail to obtain their CDL within two (2) months of completing the CDL training course, they shall be required to

repay the full amount expended by the Employer on their behalf for registration and materials, permits, testing fees and DOT physical. The employee will be eligible for one (1) retest at the Employer's expense if needed during this two (2) month period, which may be extended based on the availability to schedule testing. Should the employee not pass the retest, they may have the option to take a third test at their own expense within an additional two (2) month period from the date they completed the training program before being obligated to repay the Employer for the full amount of expenses paid on their behalf. If an employee is required to repay the Employer, the employee will work with Human Resources to establish a repayment plan for expenses.

- f) Should the employee successfully complete the CDL training program and then be terminated from employment for just cause or voluntarily separate employment with the Employer prior to working for two (2) years from the date of their active CDL license, the employee shall then be required to repay a prorated amount of 1/24 of the total costs paid by the Employer for the CDL training program to include registration and materials, permits, testing fees and DOT physical, back to the Employer for each month of service not completed in accordance with this agreement.
- g) In exercising provision (f), the employee's final paycheck would be reduced by the final prorated amount owed should termination or voluntary separation occur and repayment is required. If the final paycheck is insufficient to cover the balance owed, the employee would be responsible for payment of the remaining balance owed to the Employer.
- h) The Employer agrees that employees who obtain their CDLs through the Voluntary Program shall not be used to replace or supplant the work of or overtime opportunities for employees in positions who are required to hold CDLs under their job descriptions. The Employer agrees that CDL work shall be offered or assigned first to those employees required to hold CDLs for their job positions. The Employer currently provides internal training to ensure the safe operation of vehicles and equipment and new CDL drivers would be provided training before operating any new vehicles and equipment. In addition, employees would have access to a refresher training as needed to ensure safe operation of vehicles and equipment.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

CITY OF MARYSVILLE, WASHINGTON

By

Chad Baker, Secretary-Treasurer

Date

By

Jon Nehring, Mayor

Date



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 11, 2024

SUBMITTED BY: CAO Gloria Hirashima, Executive

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Second Amendment to Lease Agreement with Option to Purchase with the Boys and Girls Club of Snohomish County *

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Second Amendment to Lease Agreement with Option to Purchase with the Boys and Girls Club of Snohomish County.

SUMMARY:

ATTACHMENTS:

[Boys and Girls Club SECOND AMENDMENT TO LEASE AGREEMENT WITH OPTION TO PURCHASE.docx](#)

[0431 - Boys and Girls Club of Snohomish County - Agreement Amended - Lease Agreement with Option to Purchase.pdf](#)

[0431 - Boys and Girls Club of Snohomish County - Agreement - Lease Agreement with Option to Purchase.pdf](#)

SECOND AMENDMENT TO LEASE AGREEMENT WITH OPTION TO PURCHASE

The City of Marysville (City) and the Boys and Girls Club of Snohomish County (Club) executed a lease agreement with option to purchase on December 22, 2009, and an amendment to the agreement on November 14, 2011 (Agreement), which are attached as Exhibit A.

The Club is obligated under the Agreement to make a final payment of \$28,623.36 on December 31, 2024. The Club has an exclusive first option and right to purchase the property under the terms of the original Agreement.

The parties agree to amend these agreements as follows:

1. Paragraph 27 of the original Agreement is amended to allow the option to purchase to be exercised prior to December 31, 2024, upon payment by the Club of the final installment of \$28,623.36. Paragraph 2 of the original Agreement is amended to terminate the lease prior to December 31, 2024, if the sale to the Club is closed prior to that date.
2. If this transaction closes before June 28, 2024, the City will be able to save \$6,000.00 in insurance costs. Accordingly, if the transaction can be closed prior to June 28, 2024, the City agrees the final payment will be \$22,623.36. If the transaction cannot be closed prior to June 28, 2024, the final payment will remain at \$28,623.36, because the City would not be able to realize the savings on insurance. The payment may be made to the City or directly to escrow.
3. This second amendment serves as effective written notice of the Club's intent to exercise the option to purchase under paragraphs 27 and 28 of the original Agreement. The City will open escrow within 10 days of the execution of this Amendment by both parties. The Amendment may be executed in several identical counterparts, each of which shall be deemed to be an original copy, both of which together shall constitute one agreement.
4. The parties designate First American Title Insurance Company, 2707 Colby Avenue, Suite 601, Everett, WA 98201, as the closing agent under paragraph 29.
5. If this Amendment is executed by both parties by noon on March 29, 2024, the closing date under paragraph 29 will be on or before June 28, 2024. If the Amendment is executed after noon on March 29, 2024, closing will be 90 days after the final payment is received by the City or escrow.
6. The City may select a title insurer of its choosing under paragraph 36.

7. References in paragraph 36 and 37 to paragraph 32 are amended to refer to paragraph 33.
8. All other provisions of the Agreement remain in full force and effect.

DATED this _____ day of _____, 2024.

CITY OF MARYSVILLE, Lessor/Seller

By _____

JON NEHRING, Mayor

DATED this _____ day of _____, 2024.

BOYS AND GIRLS CLUB OF SNOHOMISH COUNTY,
Lessee/Buyer

By _____

BILL TSOUKALAS, Executive Director

EXHIBIT A

AMENDMENT TO LEASE AGREEMENT WITH OPTION TO PURCHASE

WHEREAS, by Lease Agreement with Option to Purchase dated December 22, 2009 (hereinafter the "Lease"), the CITY OF MARYSVILLE, as Landlord and Seller, agreed to lease and granted an option to purchase to BOYS AND GIRLS CLUBS OF SNOHOMISH COUNTY, as Tenant and Purchaser, affecting the following-described property:

That portion of Lot 1, Lot 2 and the South half of Lot 3, Block 2, Edward Steele's Second Addition to Marysville, according to the plat recorded in Volume 5 of Plats, Page 12, Records of Snohomish County, Washington, lying Westerly of the following-described line:

Commencing at the Southwest corner of said Lot 1;
Thence North 89°36'23" East, along the South line of said Lot 1, a distance of 129.00 feet to the True Point of Beginning of the line to be described;
Thence North a distance of 105.00 feet;
Thence North 25°48'25" West a distance of 55.70 feet;
Thence North 0°07'18" West a distance of 143.85 feet to a point in the North line of the South half of said Lot 3, and said line there terminating.

ALSO KNOWN AS New Parcel 1 of City of Marysville BLA No. 09-003 recorded under Snohomish County Auditor's file no. 200908185003.

Situate in the County of Snohomish, State of Washington.

Snohomish Tax Parcel: PORTION OF 005856-002-001-00

Commonly known as 1019 (aka 1010) Beach Avenue, Marysville, WA 98270

hereinafter the "Lease Premises"; and

WHEREAS, said Lease requires Tenant to pay rent annually on December 31st of each year commencing December 31, 2009, and continuing through December 31, 2024, in a variable amount; and

WHEREAS, the total amount of rent to be paid under the Lease is an amount equal to Landlord's acquisition costs for the Lease Premises ("City Debt"), less \$487,500 in grant funds applied in reimbursement of the City Debt, and less rents paid under Tenant's 2009 lease of the Leased Premises and applied in reimbursement of the City Debt, plus servicing charges for the City Debt ("Debt Servicing Charges"); and

WHEREAS, the amount of rent due on December 31, 2009 was \$5,750.00, which amount was timely paid; and

WHEREAS, thereafter Tenant was to pay rent on December 31st of each year in an amount equal to the unreimbursed balance of the City Debt, divided by the number of lease payments left under the lease, plus Landlord's Debt Serving Charges for the calendar year ending on the date rent is due; and

WHEREAS, a Lease payment in the sum of \$27,535.31, representing one fifteenth (1/15) of the unpaid principal balance of the City Debt plus City's 2010 Debt Service Charges, was due on December 31, 2010, but was not paid; and

WHEREAS, a lease payment in the sum of \$27,571.52 was paid on April 24, 2011; and

WHEREAS, Tenant desires that the December 31, 2010 rent payment be deferred, and that the April 24, 2011 rent payment be applied as the rent payment due December 31, 2011;

NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the covenants contained herein and the mutual benefits, the parties hereby covenant and agree to amend the Lease Agreement with Option to Purchase as follows:

1. **Change in Rent Payment Schedule:** The Lease is amended to provide that no rent shall be due on December 31, 2010. The \$27,571.52 rent payment made on April 24, 2011 shall apply as the December 31, 2011 rent payment. The next rent payment shall be due on December 31, 2012, and shall be in an amount equal to one thirteenth (1/13) of the unreimbursed City Debt plus City's Debt Service Charges for calendar years 2011 and 2012. Commencing on December 31, 2013, and on each December 31st throughout the remaining term of the Lease, Tenant shall pay annual rent in the amount of the unreimbursed acquisition costs for the Lease Premises, divided by the number of rent payments left under the Lease, plus all unreimbursed Debt Service Charges through the date the rent is due.

2. **Waiver of Late Payment Fee:** Landlord hereby waives the late fee for the December 31, 2010 rent payment; provided, said waiver shall not be deemed a waiver of the right to be paid future rent payments in a timely manner or to be paid a late charge for any future rent payment as provided in paragraph 3(i) of the Lease with Option to Purchase.

All terms and conditions of the Lease Agreement with Option to Purchase dated December 22, 2009, not specifically modified herein, shall remain in full force and effect, unchanged by this amendment. In the event of any conflict between language contained in this amendment and the Lease Agreement with Option to Purchase, this amendment shall be deemed to prevail. Unless specifically modified herein, the parties retain all rights and responsibilities as stated in the Lease with Option to Purchase.

DATED this 14th day of November, 2011.

CITY OF MARYSVILLE

BOYS AND GIRLS CLUBS
OF SNOHOMISH COUNTY

By

Jon Nehring
JON NEHRING, Mayor

By

Bill Tsoukalas
BILL TSOUKALAS
Executive Director

ATTEST:

April O'Brien
~~SANDY LANGDON~~ APRIL O'BRIEN
~~Deputy City Clerk/Finance Officer~~

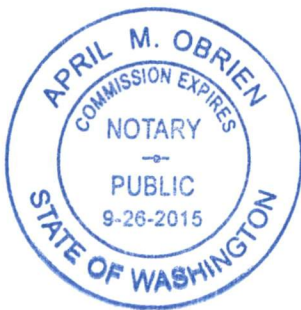
APPROVED TO AS FORM:

Grant K. Weed
GRANT K. WEED, City Attorney

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that JON NEHRING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF MARYSVILLE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 14th day of November, 2011.

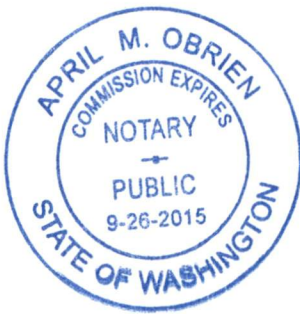


April M. O'Brien
April M. O'Brien
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Marysville
My commission expires 9-26-15

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that BILL TSOUKALAS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of BOYS AND GIRLS CLUBS OF SNOHOMISH COUNTY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 14th day of December, 2011.



April M. O'Brien
April m O'Brien
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Marysville
My commission expires 9/26/15

LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS LEASE WITH OPTION TO PURCHASE, is made this 22nd day of December, 2009, by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, (hereinafter "Landlord" or "Seller") and BOYS AND GIRLS CLUBS OF SNOHOMISH COUNTY, a Washington nonprofit corporation, (hereinafter "Tenant" or "Purchaser").

1. **DESCRIPTION OF PREMISES.** Landlord hereby leases to Tenant and Tenant leases from Landlord on the terms, covenants and conditions set forth herein, the following-described premises:

That portion of Lot 1, Lot 2 and the South half of Lot 3, Block 2, Edward Steele's Second Addition to Marysville, according to the plat recorded in Volume 5 of Plats, Page 12, Records of Snohomish County, Washington, lying Westerly of the following-described line:

Commencing at the Southwest corner of said Lot 1;
Thence North 89°36'23" East, along the South line of said Lot 1, a distance of 129.00 feet to the True Point of Beginning of the line to be described;
Thence North a distance of 105.00 feet;
Thence North 25°48'25" West a distance of 55.70 feet;
Thence North 0°07'18" West a distance of 143.85 feet to a point in the North line of the South half of said Lot 3, and said line there terminating.

ALSO KNOWN AS New Parcel 1 of City of Marysville BLA No. 09-003 recorded under Snohomish County Auditor's file no. 200908185003.

Situate in the County of Snohomish, State of Washington.

Snohomish Tax Parcel: PORTION OF 005856-002-001-00

Commonly known as 1019 (aka 1010) Beach Avenue, Marysville, WA 98270

(hereinafter the "Lease Premises"). PROVIDED, the use of Lease Premises shall be subject to the Joint Use of Parking Area provisions of paragraph 5 below.

2. **TERM.** The term of this lease shall commence on January 1, 2010 and terminate on December 31, 2024, unless extended for an additional five (5) years at the option of the Tenant; PROVIDED that this option is conditioned upon Tenant's full and faithful performance of this lease; and PROVIDED further that this option shall be exercised at least one hundred and eighty (180) days before the termination of the lease.

3. RENT.

- (a) Rent Amount Variable: Rent under this lease will vary depending on the cost to Landlord of servicing its purchase money debt for the Lease Premises. The lease payments made by Tenant to the Landlord, including \$4,250.00 in lease payments due under the 2009 lease between the parties, will be applied to retire the \$894,910.00 debt incurred by the Landlord to purchase the Lease Premises (hereinafter "City Debt"). In addition, \$487,500.00 in State grant funds ("the State grant") applied for by Landlord shall be applied to retire the City Debt, contingent upon Landlord's receipt of such grant funds. If Tenant exercises its option to purchase the Lease Premises, the portion of Tenant's lease payments applied to principal reduction of the City Debt and the State grant will be credited toward the purchase price.
- (b) Rent Payment Due Dates: The first rent payment in the sum of FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100THS DOLLARS (\$5,750.00) will be due on December 31, 2009. Subsequent rent payments will be due on December 31st of each year of the lease term.
- (c) Rent Amount Calculation: On November 1st of each year, Landlord will compute its City Debt interest charges year to date, and estimate its interest charges for the remainder of that year. Said interest charges, together with an amount equal to the unpaid principal balance of City Debt divided by the number of lease payments left under the lease, will be the rent payment due December 31st of that year; PROVIDED, the lease payment will be increased or decreased by the difference, if any, between the estimated November / December interest included in the previous year's lease payment and the actual interest charged to the Landlord. PROVIDED, FURTHER, if Landlord elects at any time to prepay the City Debt (except by application of the State grant funds), Tenant's lease payments shall continue as if no prepayment had been made by the Landlord, and the interest rate on sums prepaid by the Landlord shall be 0.33%.
- (d) Notice of Rent Due: Landlord will notify Tenant of the lease payment amount, in writing, not later than November 10th of the year in which the payment is due. If the Landlord fails to give timely notice of a rent payment due, Tenant shall pay rent on December 31st in the same amount as the rent for the previous year, and shall pay any additional sums due within 30 days after the rent due date or within 30 days after Landlord issues its notice of rent due, whichever is later. If Tenant has paid rent based upon the previous year's amount and Landlord's rent due notice is for a lesser amount, Landlord shall refund the overpayment, or the overpayment may be applied as a prepayment of rent, at Tenant's option.
- (e) Prepayment of Rent: On December 31st of any year of the lease term, Tenant may prepay the rent by paying more than the lease payment provided in paragraph (c) above. Any rent prepayment will be applied in reduction of the City Debt for purposes of computing future lease payments, which will be reduced to the amount required to pay the City Debt, with interest, in full in equal annual payments throughout the remaining lease term.

- (f) Additional Rent: The parties acknowledge that additional consideration for this Lease with Option to Purchase, including any extension thereof, is Tenant's agreement to perform the Human Services Agreement attached hereto as **ATTACHMENT 2**, which agreement shall be executed by Tenant concurrently with this Lease with Option to Purchase. Tenant's obligations under said Human Services Agreement shall not be extinguished or otherwise modified or affected by any prepayment of rent.
- (g) Lease Extension: In the event Tenant exercises the option to extend, rent for the extension term shall be calculated as provided under paragraph (c) above.
- (h) Landlord's Agreement Required for Change in Lease Payments: The parties acknowledge that no lease extension will be required if all payments pursuant to paragraph (c) above are timely made. No reduction or delay in receipt of rent payments as required by paragraph (c) above shall be permitted without Landlord's prior written consent, in Landlord's sole subjective discretion. Absent such written consent, any failure to make rent payments as required herein shall be a breach entitling Landlord to exercise, at its discretion, any or all of its remedies hereunder, and Landlord may exercise said remedies regardless of any prior forbearance.
- (i) Rent Payments/Late Charge: Rent payments will be sent to the following address or such other place as Landlord may from time to time designate in writing:

**Finance Director
City of Marysville
1049 State Avenue
Marysville, WA 98270**

In the event Tenant should fail to make any annual payment of rent or any sum due hereunder within ten (10) days after the date it is due, Tenant shall pay Landlord a late charge of 5% of the delinquent payment, which late charge shall constitute additional rent due hereunder.

4. **TERMINATION DUE TO GRANT FAILURE.** Either party may terminate this lease in the event the State grant is not received by the Landlord by December 31, 2010.

5. **USE OF PREMISES.**

- a) The Lease Premises may be used and occupied by Tenant for club activities including youth recreation and sports activities, team sports, tutoring and study activities, computer access, child care, meeting rooms, and associated activities.
- b) Tenant may sublet the meeting rooms and gym for uses consistent with Tenant's uses permitted hereunder to other nonprofit sublessees acceptable to Landlord. Tenant shall inform Landlord in writing of all subleases of the Lease Premises at least thirty (30) days prior to commencement of a sublease. Landlord may at any time prohibit such sublease or direct Tenant to terminate any such sublease, with or without cause, by written notice to Tenant, if sublease usage is not consistent with club activities described in paragraph

4(a) above. If such notice is given prior to commencement of a sublease, the sublease shall be prohibited. If notice to terminate a sublease is given after commencement of a sublease, the sublease shall terminate within thirty (30) days after such notice is given, except in the case of criminal activity or creation of a nuisance, public hazard or endangerment of the Lease Premises or Property, in which case Landlord may direct immediate termination of the sublease.

- c) All uses of the premises not specifically provided herein or permitted by written authorization of Landlord are prohibited.
- d) Tenant shall promptly comply with all laws, ordinances, orders, and regulations now in effect, or as hereafter amended, affecting the Lease Premises and their cleanliness, safety, occupation and use.
- e) Tenant shall not use any machinery or equipment in the Lease Premises that might be injurious to the building. Tenant will not perform any act or carry on any practices that may damage the Lease Premises or be a nuisance to or menace or injure the public or Landlord's employees, contractors or agents. Tenant shall not commit or suffer any waste upon the Lease Premises.
- f) Upon termination of the lease, other than as a result of the sale of the property from Landlord to Tenant, Tenant shall quit and surrender the Lease Premises in as good a state and condition as they were at the commencement of the lease, reasonable wear and tear or damage by the elements or other actions not caused by Tenant, its employees, agents, members, customers or invitees, excepted. Tenant shall return all keys to Landlord.

6. JOINT USE OF PARKING AREA:

- (a) Landlord retains the right to use all parking areas within the Lease Premises jointly with Tenant. Said areas may be used by Landlord, its officers, employees, agents, contractors and invitees, and by members of the public who are patrons and/or visitors of Landlord's adjacent property to the east, legally described as New Parcel 2 of City of Marysville BLA No. 09-003 recorded under Snohomish County Auditor's file no. 200908185003 (hereinafter "Landlord's Adjacent Property"). Tenant's use of the parking areas shall be solely by persons who are then utilizing, visiting or working at the Lease Premises, and for maintenance equipment or vehicles at the time maintenance and/or repairs are actually being performed, and delivery vehicles when deliveries are actually being made. Landlord shall have the right to tow any vehicle, at owner's expense, parked in violation of this restriction.
- (b) Landlord shall have the authority to control the striping and configuration of the parking spaces, to post and enforce parking regulations, including speed limits, and to restrict parking during hours when the building on the Lease Premises is closed.
- (c) No temporary or permanent structure or obstruction of any kind whatsoever shall be erected in the parking areas; provided that a gate or gates may be erected to control the parking areas. Landlord and Tenant shall each have a key to any such gate, which shall be open at all times when the building on the Lease Premise is open or when the Landlord's Adjacent Property is

in use by Landlord or Landlord's officers, employees, agents, contractors or invitees, or the public.

7. **UTILITIES.** Tenant shall pay all charges for utilities supplied to the Lease Premises during the lease term or any extension thereof. Tenant shall make such utility payments directly to the utility purveyor prior to delinquency. Landlord shall not be liable for any loss, injury, or damaged property caused by or resulting from any variation, interruption, or failure of any utility service beyond Landlord's reasonable control. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond Landlord's reasonable control shall be deemed an eviction of Tenant or shall release Tenant from any of Tenant's obligations under this lease.

8. **ALTERATIONS OF THE LEASE PREMISES:** No alterations shall be made to the Lease Premises without prior written consent of Landlord, and any alterations to the Lease Premises excepting movable furniture and trade fixtures shall, at Landlord's option, become part of the realty and belong to Landlord.

Tenant shall complete any such alterations or improvements in a timely, good workmanlike manner, in compliance with all applicable laws, regulations and codes, shall secure any permits required for such improvements, shall pay before delinquency all expenses incurred in making such improvements, including costs of labor and materials, and shall allow no liens to attach to the Property or the Lease Premises as a result of Tenant's acts or omissions.

In the event the Lease Premises shall at any time during the term of this lease become subject to any suit brought to enforce a lien, or any statement or claim of lien is filed to enforce a lien resulting from the furnishing of materials or labor to the Lease Premises contracted for or agreed to by Tenant, Tenant may contest such lien by legal proceedings, but shall nevertheless cause such lien, at its sole cost, to be discharged within thirty (30) days after notice thereof by the substitution therefor of a mechanic's lien release bond, by posting of adequate security for the payment thereof (including all expenses incident thereto), or by such other method as shall be reasonably satisfactory to Landlord.

9. **ACCEPTANCE OF CONDITION OF PREMISES:** Tenant is the current tenant of the premises and is fully familiar with the condition of the same. Landlord makes no representations whatsoever as to the condition of the subject premises. Tenant accepts the subject premises "as is," including all defects known or unknown, patent or latent.

10. **LIABILITY AND PROPERTY DAMAGE INSURANCE:** Tenant shall, during the entire term, keep in full force and effect a policy, or policies, of public liability and property damage insurance with respect to the leased premises and common areas, and the nonprofit organization operated thereat by Tenant, in which the limits of public liability shall be not less than \$1,000,000 per person and \$1,000,000 per accident, and in which the property damage liability shall be not less than \$200,000. Landlord may require increases in said limits from time to time as are reasonably in accordance with current commercial practices in the Marysville rental market area. Proof of such insurance shall be supplied to Landlord prior to commencement of this lease, and at such times as Landlord may from time to time request. Said policy, or policies, shall contain a clause that the insurer shall not cancel or change the insurance without first giving Landlord 30 days' prior written notice.

Tenant's insurance shall also cover the use of the Lease Premises by any sublessee of Tenant, unless such sublessee provides suitable insurance of its own which complies with the provisions of this paragraph and is acceptable to Landlord, proof of which insurance shall be supplied to Landlord.

In addition Tenant shall during the entire term, keep in full force and effect casualty insurance against loss by fire or other hazards in an amount not less than the full insurable replacement value of the improvements located on the premises. Such insurance shall name the Landlord as the primary loss payee; provided, Landlord shall assign insurance proceeds for application to the repair or reconstruction of the improvements in the event of a loss. Proof of such insurance shall be supplied to Landlord prior to commencement of this lease, and at such times as Landlord may from time to time request. Said policy, or policies, shall contain a clause that the insurer shall not cancel or change the insurance without first giving Landlord 30 days' prior written notice. In the event Tenant is unable to secure such insurance, Landlord, at its option, may secure a separate policy of insurance upon the lease premises, and Tenant shall reimburse Landlord for the insurance premiums therefor within thirty (30) days after presentation of an invoice for the same from Landlord to Tenant. Said insurance premium shall constitute additional rent hereunder.

11. **RISK OF LOSS:** All personal property of Tenant kept or maintained at the Lease Premises shall be at the risk of Tenant.

12. **INDEMNIFICATION:** Tenant covenants to indemnify, defend, and hold harmless Landlord, its elected and appointed officials and employees while acting within the scope of their duties as such, from and against all claims, demands and causes of action of any kind or character, including the costs and reasonable attorney's fees of defense thereof, arising in favor of Tenant's employees or third parties on account of personal injuries, death or damage to property arising out of the premises leased by Tenant or in any way resulting from the willful or negligent acts or omissions of the Tenant and/or its agents, employees or representatives.

Landlord covenants to indemnify, defend, and hold harmless Tenant, its officials and employees while acting within the scope of their duties as such, from and against all claims, demands and causes of action of any kind or character, including the costs and reasonable attorney's fees of defense thereof, arising in favor of Tenant's employees or third parties on account of personal injuries, death or damage to property arising out of the premises leased by Tenant or in any way resulting from the willful or negligent acts or omissions of the Landlord and/or its agents, employees or representatives.

The parties acknowledge that the foregoing indemnity provision was mutually negotiated and survives the termination of this lease.

13. **HAZARDOUS SUBSTANCES.** Tenant shall not conduct any action or permit any action or condition which creates any hazardous substance, or leaves deposits of any hazardous substance within the Lease Premises or upon the Property. For purposes of this paragraph, the definition of the term "hazardous substance" shall be as used in the Superfund Act or any other federal and/or state legislation regarding hazardous substances, provided that the definition of the term "hazardous substance" shall include petroleum and related byproducts and

hydrocarbons. Tenant shall indemnify and hold Landlord harmless from any costs or damages incurred as a consequence of such hazardous substances, including costs of remedying such hazardous substances and damages incurred as a consequence of the existence of such hazardous substances on the property. This provision shall survive the expiration of the lease term.

14. **MAINTENANCE AND REPAIRS.** Tenant at its sole cost and expense shall maintain and repair the exterior walls, roof, plumbing and electrical facilities and shall make necessary repairs to the heating, ventilation and air conditioning systems. Tenant shall provide all janitorial services to the Lease Premises and shall keep the Lease Premises in clean, sanitary and safe condition. Tenant shall keep all interior plumbing fixtures, electrical fixtures and mechanical equipment used by Tenant in good order, condition and repair. Tenant shall clean, maintain and repair interior wall and ceiling surfaces and floor coverings and shall perform routine maintenance upon the heating, ventilation and air conditioning systems. Tenant shall furnish all expendables (light bulbs, paper goods, soaps, etc.) used in the Lease Premises. Tenant shall regularly and properly dispose of all refuse and debris at the Lease Premises or deposited by Tenant, its agents, members, customers, invitees or sublessees in the common parking areas or elsewhere on the Property. Tenant shall repair any damages to the Lease Premises or Property caused by Tenant, its agents, members, customers, invitees or sublessees. All of Tenant's maintenance and repair duties shall be performed throughout the term of the lease or an extension thereof at Tenant's sole cost expense.

No compensation shall be made to or claimed by Tenant from Landlord by reasons of inconvenience, annoyance or other concerns arising from the making of repairs to or maintenance or alteration of the building or appurtenances of the Lease Premises covered hereby. Landlord reserves the right to make repairs, alterations, connections or extensions when and where the same may be deemed by Landlord to be necessary. However, any repairs, maintenance or alteration of the building or appurtenances shall not render the building unusable for the purposes of this lease because of any action arising from the making of the repairs, maintenance or alteration to the building or appurtenances. Nothing herein contained shall be construed as an agreement on the part of the Landlord to make any repairs, alterations, connections or extensions becoming necessary, in the reasonable opinion of Landlord, due to negligence of Tenant, its appointed or elected officials, officers, employees, or agents.

15. **SIGNS AND LANDSCAPING.** Landlord shall have the right to control landscaping and approve the placing of signs and the size and quality of the same. Tenant shall make no alterations or additions to the landscaping and shall place no exterior signs on the Lease Premises without the prior written consent of Landlord. Any signs not in conformity with this lease may be immediately removed and destroyed by Landlord at Tenant's expense.

16. **ENTRY BY LANDLORD.** Tenant shall permit Landlord and Landlord's elected officials, officers, employees and agents to enter the Lease Premises at all reasonable times for the purpose of inspecting the same and maintaining the Lease Premises, or for the purpose of making repairs, alterations, or additions to any portion of the Lease Premises, including the erection and maintenance of such scaffolding, canopies, fences, and props as may be required, or for the purpose of posting notices of nonresponsibility for alterations, additions, or repairs, or for the purpose of showing the Lease Premises to prospective tenants during the last 6 months of this lease, or placing upon the Lease Premises any usual or ordinary "for sale" signs, without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of

the Lease Premises thereby occasioned; and shall permit Landlord at any time within 6 months prior to the expiration of this lease, to place upon the Lease Premises any usual or ordinary "to let" or "to lease" signs. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Lease Premises, excluding Tenant's vaults and safes. The Tenant shall not alter any lock or install a new or additional lock or any bolt on any door of the Lease Premises without prior written consent of the Landlord. If Landlord shall give its consent, the Tenant shall in each case furnish the Landlord with a key for any such lock at Tenant's expense.

Except in cases of emergency, Landlord and Landlord's contractors, subcontractor's, employees, invitees, officers, elected and appointed officials, and agents shall enter the Lease Premises only upon twenty-four (24) hour notice to the Tenant's lead official.

17. TAXES.

- (a) Tenant shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed or imposed and which become payable during the lease upon Tenant's fixtures, furniture, appliances and personal property installed or located in the Lease Premises.
- (b) Tenant agrees to pay the amount of all taxes levied upon or measured by the rent payable hereunder, or the market value of the rental of the Lease Premises, whether as a sales tax, transaction privilege tax, leasehold excise tax, or otherwise. Such taxes shall be due and payable at the time the same are levied or assessed.

18. ABANDONMENT. Tenant shall not vacate nor abandon the Lease Premises at any time during the term of this lease, nor permit the Lease Premises to remain unoccupied for a period longer than fifteen (15) consecutive days during the term of this lease; and if Tenant shall abandon, vacate or surrender the Lease Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the lease Premises shall, at the option of the Landlord, be deemed abandoned.

19. CASUALTY; REBUILDING; CONDEMNATION. In the event the building at the Lease Premises shall be destroyed or damaged by fire or other causes (and regardless of the extent of the damage to the Lease Premises) to such an extent that the Landlord shall decide to discontinue the operation of the building, which decision shall be communicated to the Tenant within thirty (30) days after such damage or destruction, then this lease shall be terminated as of the date of such damage or destruction. In the event of damage to the Lease Premises by fire or other causes, other than under the circumstances described in the preceding sentence, Landlord shall repair the Lease Premises within a reasonable time and as quickly as circumstances will permit. Until the Lease Premises are repaired and put in a good and tenantable order, the rents herein provided for, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be abated until the Lease Premises shall have been restored to the same condition as they were before such damage or destruction.

In the event that the Lease Premises are not usable as contemplated in this agreement for over ninety (90) days due to the damage, Tenant shall have the right to terminate this lease.

If any part of the Lease Premises shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, then upon Tenant's exercise of the option to purchase provided below, Landlord shall apply the amount of the award received by Landlord to payment of the purchase price. Regardless of whether Tenant exercises the option to purchase, the award shall be applied against the City Debt and future rents shall be adjusted in accordance with paragraph (c) above. If the condemnation award exceeds the balance of unpaid interest and principal then due under the City Debt, then Tenant's rent obligation under this lease shall be satisfied, and the excess after full payment of the City Debt shall be paid to Tenant. Tenant shall have no other claim or interest in or to any award of damages for such taking.

20. **ASSIGNMENT AND SUBLETTING:** Except as provided in paragraph 4(b) above, Tenant shall not sublease, sublet or assign the Lease Premises, or any portion thereof, except by the written permission and consent of Landlord. This lease shall not be assignable by operation of law.

21. **TENANT DEFAULT:**

- (a) If Tenant shall fail to perform any of the covenants and agreements herein contained, then Landlord may cancel this lease upon giving the notice required by law, and re-enter the Lease Premises. Notwithstanding such re-entry by Landlord, the liability of Tenant for the rent provided for herein shall not be extinguished for the balance of the term of the lease, and Tenant covenants and agrees to make good to Landlord any deficiency arising from re-entry and reletting of the Lease Premises at a lesser rental than herein agreed to. Tenant shall pay such deficiency each month as the amount thereof is ascertained by Landlord. In computing such deficiency, Tenant shall be charged with the monthly rental that would have been owed by Tenant had Tenant continued to lease the Lease Premises.
- (b) If Landlord must commence an unlawful detainer action to seek restitution of the Lease Premises as a result of Tenant's default in the payment of rent, Landlord shall be entitled to judgment in the amount of double the rent due at the time of judgment pursuant to RCW 59.12.170.
- (c) In the event of any entry in, or taking possession of, the Lease Premises, Landlord shall have the right, but not the obligation, to remove from the Lease Premises all personal property located thereon, and may place the same in storage at a public warehouse, at the expense and risk of the owners.
- (d) If at any time Landlord waives any breach or default, or any right or option, such waiver shall not be construed to be a waiver of any other right or option, or any other past, existing or future breach or default.
- (e) In the event Tenant is in default on any provision of this lease and Landlord seeks the services of an attorney to enforce such provision in default, Landlord shall be entitled to recover all attorney's fees and costs expended in such enforcement, including the cost of preparation and service of all notices, and such fees, costs and expenses shall constitute additional rent due hereunder.

22. **DELAYED POSSESSION.** In the event of the inability of Landlord to deliver possession of the Lease Premises for any reason whatsoever at the time of the commencement of the term of this lease, neither Landlord nor its 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 Tenant shall not be liable for any rent until such time as Landlord can deliver possession, and in the event that possession is delayed over ninety (90) days, Tenant shall have the right to terminate this lease.

23. **EFFECT OF HOLDING OVER.** If Tenant should remain in possession of the Lease Premises after the expiration of the lease term, or any extension thereof, without executing a new lease, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions, and obligations of this lease insofar as the same are applicable to a month-to-month tenancy.

24. **RULES.** Tenant agrees to abide by the rules and regulations governing the operation of the Lease Premises which may be made by Landlord from time to time, and will use reasonable methods to induce members, customers, clients and all persons invited by Tenant into said Premises to observe the same.

25. **SUBORDINATION.** Tenant agrees that this lease shall be subordinate to any mortgages or deeds of trust that are now or may hereinafter be placed upon the Lease Premises, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof; provided the mortgagee or beneficiary named in said mortgages or deeds of trust shall agree to recognize this lease in the event of foreclosure if Tenant is not in default. Within fifteen (15) days after written request from Landlord, Tenant shall execute any documents that may be necessary or desirable to effectuate the subordination of this lease to any such mortgages or deeds of trust.

OPTION TO PURCHASE

26. **GRANT OF OPTION:** In consideration of the sum of \$10.00 in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord, for itself, its successors and assigns, hereby offers and agrees to sell and convey the above-described real property to Tenant, or its assigns, and hereby grants to Tenant the exclusive first option and right to purchase said property under the conditions hereinafter provided; PROVIDED that this option is conditioned upon Tenant's full and faithful performance of this lease.

27. **EXERCISE OF OPTION:** This option shall not be exercised prior to December 31, 2024, or such later date as may be required to satisfy the provisions of the State grant contract. This option shall terminate and be of no force or effect in the event of the termination of this lease prior to December 31, 2024. This option shall automatically expire unless notice of intent to exercise the option is given not less than one hundred and eighty (180) days before the termination of the lease or any extension thereof.

28. **NOTICE OF INTENT TO EXERCISE:** Written notice of the election of Tenant to purchase the real property under the terms of this option may be given to Landlord by mailing said notice to Landlord during the term of this option in a prepaid, sealed envelope

addressed to Landlord's address stated below. Seller shall open escrow by depositing the notice with Closing Agent within ten (10) business days after receipt of same.

29. **CLOSING:** If Tenant elects to exercise the option, the sale shall be closed by a the escrow office of the title insurance company that issues the title insurance policy for this transaction, or such other party mutually agreed upon between the parties ("Closing Agent"). Closing shall occur as follows:

On or before January 5, 2025 or such later date as may be required to satisfy the conditions of the State grant contract; or

On or before January 5, 2030 if the option to extend the lease is exercised pursuant to paragraph 2 above; or

If additional time is necessary for the purpose of clearing title, the closing date may be extended for an additional sixty (60) days.

For the purpose of this paragraph "closing" means the date on which all documents are recorded and the sale proceeds are available to Landlords. Tenant shall be entitled to possession upon closing.

30. **PURCHASE PRICE:** The purchase price shall be EIGHT HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED AND TEN AND NO/100THS DOLLARS (\$894,910.00).

31. **METHOD OF PAYMENT:** \$487,500 shall be paid to the City pursuant to the State grant. Purchaser shall receive credit for said grant payment at closing. In the event that Purchaser fails to close this transaction, Purchaser shall forfeit the State grant credit. In the event Purchaser closes this transaction, Purchaser shall receive credit toward the purchase price for all principal reductions to the City Debt applied from lease payments in accordance with paragraph 3 above. The balance of the purchase price, if any, shall be paid in cash at closing. A material consideration for Seller's agreement to credit such rent payments against the purchase price is Purchaser's performance of the Human Services Agreement attached hereto as **ATTACHMENT 2**, which agreement shall be executed by Purchaser concurrently with this Lease with Option to Purchase.

32. **CLOSING COSTS AND PRORATES:** Seller and Purchaser shall each pay one half of the escrow fee. Seller shall pay the owner's standard coverage title insurance premium and no excise fee. If Purchaser has a lender for this transaction, Purchaser shall pay all loan expenses including, but not limited to, lender's title insurance.

Except as provided above, Seller and Buyer shall pay their own respective costs incurred with respect to this agreement and the consummation of the purchase and sale of the property including, without limitation, their own respective attorneys' fees.

33. **CONDITION OF TITLE:** Title to the property is to be free of all encumbrances or defects. Rights reserved in federal patents or state deeds, building or use restrictions general to the area, platting and subdivision requirements, utility easements, other easements not

inconsistent with Purchaser's intended use, and reserved oil and/or mineral rights shall not be deemed encumbrances or defects. Encumbrances to be discharged by Seller shall be paid from the purchase money at the date of closing.

Purchaser acknowledges and accepts that the property is currently exempt from real estate taxes because the Seller is a municipal corporation, which exemption will terminate upon closing.

Title to the property shall be conveyed subject to reservation of the Declaration of Joint Parking and Maintenance Easement in the form attached hereto as **ATTACHMENT 1**.

34. **UTILITIES:** Purchaser has been a tenant in the Property and is responsible for payment of all utilities. There shall be no proration of utilities. Purchaser and Seller **waive** the services of the Closing Agent in disbursing closing funds necessary to satisfy unpaid utility charges affecting the Property pursuant to RCW 60.80, as all such charges are the responsibility of Purchaser.

35. **CONDITION OF PREMISES/SALE "AS IS":** Upon exercise of the option to purchase, Purchaser will have been a tenant in the Property with maintenance responsibilities therefor, and will have had adequate opportunity to inspect and familiarize itself with the condition of the premises. If Purchaser elects to complete the purchase, Purchaser shall be conclusively deemed to have accepted the Property "AS IS," without warranties, express or implied.

36. **TITLE INSURANCE:** At closing Seller shall furnish to Purchaser an ALTA standard form policy of title insurance in the amount of the total purchase price, insuring fee simple title to the Property, issued by PACIFIC NORTHWEST TITLE INSURANCE COMPANY, or if said company is no longer in business, by such other title insurance company as may be selected by Seller. Closing Agent shall apply for a preliminary commitment for title insurance as soon as practical after exercise of the option. Seller shall assume any cancellation fee for such commitment or policy. The title policy to be issued shall contain no exceptions other than those provided in said standard form, plus encumbrances or defects noted in paragraph 32 above. If title is not so insurable as above provided and cannot be made so insurable by termination date set forth herein, the earnest money shall be refunded and all rights of Purchaser terminated; PROVIDED, however, that Purchaser may waive defects and elect to purchase.

37. **TITLE CONVEYANCE:** Seller shall convey title to Purchaser by Statutory Warranty Deed at closing, subject only to the exceptions noted in paragraph 32, and the Declaration of Joint Parking and Maintenance Easement attached here to as **ATTACHMENT 1**.

38. **PROPERTY INCLUDED:** All personal property on the premises not owned by Purchaser, its agents, employees, subtenants, members and/or clients, is included in the sale. Personal property is included in this sale as an accommodation to Purchaser. No portion of the purchase price is attributed to such personal property. Seller does not warrant the condition of any personal property, and Purchaser accepts the same "AS IS," without warranty, express or implied.

39. **POSSESSION:** Purchaser shall be entitled to possession on closing, subject to the rights of Purchaser's subtenants, if any. The lease of the Property between Purchaser and Seller shall terminate upon closing.

GENERAL PROVISIONS

40. **NOTICES.** All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

TENANT:

BILL TSOUKALAS, Executive Director
BOYS AND GIRLS CLUBS OF SNOHOMISH COUNTY
4322 Rucker Avenue
Everett, WA 98203

LANDLORD:

MARY SWENSON, Chief Administrative Officer
CITY OF MARYSVILLE
1049 State Avenue
Marysville, WA 98270

or at such other address as either party designates by written notice to the other party. All notices shall be effective upon the earlier of personal delivery or three (3) days after being mailed.

41. **NO WAIVER OF COVENANTS.** No waiver shall be implied from an omission by either party to take any action related to breach of any covenant, term, or condition of this Lease with Option to Purchase. The acceptance by Landlord of rent with knowledge of the breach of any of the terms, conditions, or covenants of this lease by Tenant shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term, or condition of this Lease with Option to Purchase shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

42. **ATTORNEY FEES/COLLECTION CHARGES.** In the event of any legal action or proceeding between the parties hereto, the substantially prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, a reasonable sum as attorneys' fees, and all costs and expenses incurred in connection with such a lawsuit, including, but not limited to, preparation of notices and service of process fees incurred for issuing notices pursuant to RCW 59.12.030, attorneys' fees, costs, and expenses of any appeal of a judgment, and if the substantially prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment. This Lease with Option to Purchase shall be governed by the laws of the State of Washington. The venue for any dispute related to this Lease with Option to Purchase shall be Snohomish County, Washington. Should Landlord be named as a defendant in any suit brought against Tenant in

connection with or arising out of Tenant's occupancy hereunder, Tenant shall pay to Landlord its cost and expenses incurred in such suit, including a reasonable attorney fee.

43. **RECORDING.** Either party to this Lease with Option to Purchase may file a Memorandum form thereof for recording with the County Auditor, Recording Division, Snohomish County, Washington. If a Memorandum is filed for recording, each party agrees to execute and return same promptly.

44. **TIME.** Time is of the essence of this Lease with Option to Purchase.

45. **SUCCESSORS AND ASSIGNS.** The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this lease permit, assigns of the parties hereto; and the words "Landlord" and "Tenant" and their accompanying verbs or pronouns, wherever used in this lease, shall apply equally to all persons, firms or corporations which may be or become parties to this lease.

46. **ENTIRE AGREEMENT AND AMENDMENTS.** This Lease with Option to Purchase contains all of the agreements between the parties with respect to any matter covered or mentioned herein, and no prior agreement, letter of intent, or understanding relating to any such matter will be effective for any purpose. No provision in this Lease with Option to Purchase may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest and using the same formalities as are required by the execution of this lease.

47. **DEADLINE:** This agreement is void unless executed by both parties by 5:00 p.m. on December 31, 2009.

48. **BROKER:** The parties declare that there are no agents or brokers involved in this sale, and no real estate sales commission is owed to any party in connection with this transaction. In the event a claim for a broker's fee, finder's fee, commission or other similar compensation is made in connection with this contract, the party whose actions have given rise to such claim shall hold the other party harmless from all damages, liabilities, costs, expenses and losses, including, without limitation, reasonable attorneys' fees and costs sustained or incurred by reason of such claim. The provisions of this paragraph shall survive the closing of this transaction.

49. **COUNTERPARTS:** This agreement may be executed in several identical counterparts, each of which shall be deemed to be an original copy, all of which together shall constitute one agreement, binding upon all parties hereto, notwithstanding that all the parties shall not have signed the same counterparts.

50. **FACSIMILE / ELECTRONIC TRANSMISSION:** Facsimile transmission or electronic (email) transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, or the closing agent, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

51. **AUTHORITY TO EXECUTE:** The parties signing below represent and warrant that they have the requisite authority to bind the entities on whose behalf they are signing.

IN WITNESS WHEREOF the parties hereto have executed this Lease with Option to Purchase.

THE CITY OF MARYSVILLE, Landlord

By 
DENNIS L. KENDALL, Mayor

BOYS AND GIRLS CLUBS OF
SNOHOMISH COUNTY, Tenant

By 
BILL TSOUKALAS, Executive Director

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that the DENNIS L. KENDALL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath acknowledged that he was authorized to execute the instrument, and acknowledged it as the Mayor of the CITY OF MARYSVILLE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of December, 2009.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

ATTACHMENT 1

After Recording Return to:

WEED, GRAAFSTRA AND BENSON
21 AVENUE A
SNOHOMISH, WA 98290

DECLARATION OF JOINT PARKING AND MAINTENANCE EASEMENT

Grantor:	CITY OF MARYSVILLE
Grantee:	CITY OF MARYSVILLE
Legal Description:	Lots 1, 2 and the South half of Lot 3, Block 2, Edward Steel's Second Addition to Marysville, Vol 5, P 12, Snohomish County, Washington. Add'l on P. 1, 4 & 5
Tax Parcel:	Ptn of 005856-002-001-00

WHEREAS, the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, is the owner of the following-described real property situated in Snohomish County, Washington:

Lots 1, 2 and the South half of Lot 3, in Block 2 of Edward Steel's Second Addition to Marysville, as per plat recorded in Volume 5 of Plats, Page 12, Records of Snohomish County, Washington. Situate in the County of Snohomish, State of Washington.

hereinafter referred to as the "Property"

and

WHEREAS, the CITY OF MARYSVILLE, as Landlord/Seller, and BOYS AND GIRLS CLUBS OF SNOHOMISH COUNTY, a nonprofit Washington corporation, as Tenant/Purchaser, have entered into a Lease Agreement with Option to Purchase for the portion of the Property described in **EXHIBIT A** attached hereto to; and

WHEREAS, the CITY OF MARYSVILLE will retain the portion of the Property described in **EXHIBIT B**; NOW, THEREFORE,

Declarant CITY OF MARYSVILLE hereby declares, creates, establishes and reserves the following-described easement:

An easement for joint use of the paved parking areas as currently existing and located upon that portion of the Property described in **EXHIBIT A** attached hereto and incorporated herein by this reference, for the benefit of that portion of the Property described in **EXHIBIT B** attached hereto and incorporated herein by this reference.

Said easement is appurtenant to the property described in **EXHIBIT B** and shall be construed as a covenant running with and for the perpetual benefit of the **EXHIBIT B** property.

Declarant further imposes the following covenants upon the Property in connection with the parking easement:

1. The owner of the **EXHIBIT B** property shall have the authority to control the striping and configuration of the parking spaces, to post and enforce parking regulations, including speed limits, and to restrict parking during hours when the building on the **EXHIBIT A** property is closed.
2. The owner of the **EXHIBIT A** property shall not change the parking areas existing on the date of this declaration or reduce the number of spaces or the square footage of parking.
3. Use of the parking areas shall be limited to parking for patrons, employees and visitors of the **EXHIBIT A** and **EXHIBIT B** properties while they are utilizing, visiting or working at the Property, and for maintenance equipment or vehicles at the time maintenance is actually being performed, and delivery vehicles when deliveries are actually being made. The owner of the **EXHIBIT B** property shall have the right to tow any vehicle, at owner's expense, parked in violation of this restriction.
4. No temporary or permanent structure or obstruction of any kind whatsoever shall be erected in the parking areas; provided that a gate or gates may be erected to control the parking areas pursuant to paragraph 1 above. All owners of the Property shall have a key to any such gate, which shall be open at all times when the building on the **EXHIBIT A** property is open or when the **EXHIBIT B** property is in use by the owner of the **EXHIBIT B** property, its employees, contractors or invitees, or the public.
5. The owner of the **EXHIBIT A** property shall not erect any fencing along the boundary between the **EXHIBIT A** and **EXHIBIT B** properties without the prior written consent of the owner of the **EXHIBIT B** property, and shall place no fence or other obstruction on the **EXHIBIT A** property which interferes with access to the parking areas by users of the **EXHIBIT B** property, except as provided in

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EXHIBIT A

**LEGAL DESCRIPTION OF
PROPERTY TO BE SOLD TO
BOYS AND GIRLS CLUB**

That portion of Lot 1, Lot 2 and the South half of Lot 3, Block 2, Edward Steele's Second Addition to Marysville, according to the plat recorded in Volume 5 of Plats, Page 12, Records of Snohomish County, Washington, lying Westerly of the following-described line:

Commencing at the Southwest corner of said Lot 1;
Thence North $89^{\circ}36'23''$ East, along the South line of said Lot 1, a distance of 129.00 feet to the True Point of Beginning of the line to be described;
Thence North a distance of 105.00 feet;
Thence North $25^{\circ}48'25''$ West a distance of 55.70 feet;
Thence North $0^{\circ}07'18''$ West a distance of 143.85 feet to a point in the North line of the South half of said Lot 3, and said line there terminating.

ALSO KNOWN AS New Parcel 1 of City of Marysville BLA No. 09-003
recorded under Snohomish County Auditor's file no. 200908185003.

Situate in the County of Snohomish, State of Washington.
Snohomish Tax Parcel: PORTION OF 005856-002-001-00

Commonly known as 1019 (aka 1010) Beach Avenue, Marysville, WA
98270

EXHIBIT B
PROPERTY TO BE RETAINED BY
THE CITY OF MARYSVILLE

That portion of Lot 1, Lot 2 and the South half of Lot 3, Block 2, Edward Steele's Second Addition to Marysville, according to the plat recorded in Volume 5 of Plats, Page 12, Records of Snohomish County, Washington, lying Easterly of the following-described line:

Commencing at the Southwest corner of said Lot 1;
Thence North $89^{\circ}36'23''$ East, along the South line of said Lot 1, a distance of 129.00 feet to the True Point of Beginning of the line to be described;
Thence North a distance of 105.00 feet;
Thence North $25^{\circ}48'25''$ West a distance of 55.70 feet;
Thence North $0^{\circ}07'18''$ West a distance of 143.85 feet to the North line of the South half of said Lot 3, and said line there terminating.

ALSO KNOWN AS New Parcel 2 of City of Marysville BLA No. 09-003
recorded under Snohomish County Auditor's file no. 200908185003.

Situate in the County of Snohomish, State of Washington.

Snohomish Tax Parcel: PORTION OF 005856-002-001-00

Commonly known as 1019 (aka 1010) Beach Avenue, Marysville, WA
98270

ATTACHMENT 2

AGREEMENT FOR HUMAN SERVICES

This agreement is made effective as of December 22, 2009, by and between CITY OF MARYSVILLE, 1049 State Avenue, Marysville, WA 98270, and BOYS AND GIRLS CLUBS OF SNOHOMISH COUNTY.

In this Agreement, the party who is contracting to receive services shall be referred to as "the City," and the party who will be providing the services shall be referred to as the "Boys and Girls Club."

The Boys and Girls Club has a background in human services and is willing to provide services to the City based on this background.

The City desires to have services provided by the Boys and Girls Club.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICE. In consideration of the Lease Agreement with Option to Purchase entered into by the parties on December 22, 2009, the Boys and Girls Club will provide youth services including, but not limited to youth recreation and sports activities, team sports, tutoring and study activities, computer access, child care, meeting rooms, and associated activities or equivalent services as may be approved by the City in writing, to residents of the CITY OF MARYSVILLE for a period of no less than FIFTEEN (15) years. Said services will be provided at the Boys and Girls Club facility located at 1019 Beach Avenue, Marysville, Washington. By December 31st, 2010, and by December 31st of each year thereafter for the duration of this agreement, the Boys and Girls Club will submit to the City a written report detailing the expenditures.
2. PERFORMANCE OF SERVICES. The manner in which the services are to be performed shall be determined by the Boys and Girls Club.
3. EQUAL OPPORTUNITY. The Boys and Girls Club covenants and agrees to provide services on an equal opportunity basis. The Boys and Girls Club shall not discriminate against any individual on the basis of sex, race, religion, or national origin.
4. COMPLIANCE WITH GRANT CONTRACT: Boys and Girls Club acknowledges that the funds for payment of the compensation hereunder are derived from a Washington State Department of Commerce Capital Programs grant. Boys and Girls Club agrees to perform this agreement in full compliance with the Capital Programs grant contract between the City and the Department of Commerce.
5. TERMINATION. This Agreement shall terminate automatically on December 31st, 2024; PROVIDED that if Boys and Girls Club elects to exercise the option to extend the lease term under the Lease Agreement with Option to Purchase between the parties, this Agreement shall automatically terminate on December 31, 2029.

6. RELATIONSHIP OF PARTIES. The parties understand that the Boys and Girls Club is an independent contractor with respect to the City, and not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Boys and Girls Club or any of its employees, agents, or volunteers.
7. INDEMNIFICATION. The Boys and Girls Club covenants to indemnify, defend, and hold harmless the City, its elected and appointed officials and employees while acting within the scope of their duties as such, from and against all claims, demands and causes of action of any kind or character, including the costs and reasonable attorney's fees of defense thereof, arising in favor of the Boys and Girls Club's employees or third parties on account of personal injuries, death or damage to property arising out of the performance of this Human Services Agreement or in any way resulting from the willful or negligent acts or omissions of the Boys and Girls Club and/or its agents, employees or representatives.

The City covenants to indemnify, defend, and hold harmless the Boys and Girls Club, its officials and employees while acting within the scope of their duties as such, from and against all claims, demands and causes of action of any kind or character, including the costs and reasonable attorney's fees of defense thereof, arising in favor of the Boys and Girls Club's employees or third parties on account of personal injuries, death or damage to property arising out of the this Human Services Agreement or in any way resulting from the willful or negligent acts or omissions of the City and/or its agents, employees or representatives.

The parties acknowledge that the foregoing indemnity provision was mutually negotiated and survives the termination of this agreement.

8. ASSIGNMENT. The Boys and Girls Club's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation.
9. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

City:

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

Contractor:

Executive Director
BOYS AND GIRLS CLUBS OF SNOHOMISH COUNTY
4322 Rucker Avenue
Everett, WA 98203

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
11. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
12. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

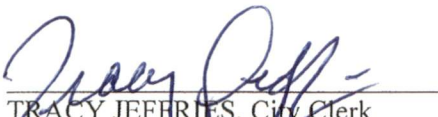
CITY OF MARYSVILLE

By 
DENNIS L. KENDALL, Mayor

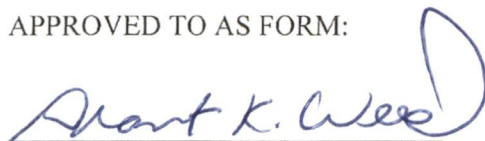
BOYS AND GIRLS CLUBS
OF SNOHOMISH COUNTY

By 
BILL TSOUKALAS
Executive Director

ATTEST:


TRACY JEFFRIES, City Clerk

APPROVED TO AS FORM:


GRANT K. WEED, City Attorney

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that BILL TSOUKALAS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of BOYS AND GIRLS CLUBS OF SNOHOMISH COUNTY
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 28th day of Dec., 2009.



Melba Cogar Lollis
Melba Cogar Lollis

(Legibly print name of notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Snoh. Co.

My commission expires 6/16/2012