CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 17, 2025 – 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. Swearing-in of Police Commander Mike Young
Oath Police Commander Young.docx

Public Comment

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

1. February 24, 2025, City Council Meeting Minutes
CC 02242025.docx

Consent

2. February 19, 2025, Claims in the Amount of $1,021,802.96 Paid by EFT Transactions and Check Numbers 175737 through 175872
021925.rtf

3. February 25, 2025, Payroll in the Amount of $2,006,287.31 Paid by EFT

Transactions and Check Numbers 35574 through 35587

4. February 26, 2025, Claims in the Amount of $1,007,538.31 Paid by EFT Transactions and Check Numbers 175873 through 176017
022625.rtf

5. February 26, 2025, Misc Payroll in the Amount of $5,668.89 Paid by EFT Transactions and Check Number 35588

6. March 5, 2025, Claims in the Amount of $1,595,598.16 Paid by EFT Transactions and Check Numbers 176018 through 176226
030525.rtf

7. March 10, 2025, Payroll in the Amount of $2,058,657.99 Paid by EFT Transactions and Check Numbers 35589 through 35602

Review Bids

Public Hearings

New Business

8. LINC Northwest Amendment 2
Recommended Motion: I authorize the Mayor to sign and execute Amendment 2 to the LINC NW contract for use of Jennings Park Office.
LINC NW Amendment 2.pdf
LINC NW Original and Amendment 1.pdf
Jennings Tenants Synopsis.pdf

9. Interlocal Agreement Between Snohomish County and the City of Marysville for Strawberry Fields Athletic Complex
Recommended Motion: I move to authorize the Mayor to sign and execute the Interlocal Agreement with Snohomish County.
Strawberry Fields ILA.pdf

10. Data Sharing Agreement between WA State Auditor's Office and the City of Marysville
Recommended Motion: I move to authorize the Mayor to sign and execute the data-sharing agreement between WA State Auditor's Office and the City of Marysville.
SAO Data Sharing Agreement 2025 to 2028.pdf

11. Short Term Material Removal Agreement with the Port of Everett
Recommended Motion: I move to authorize the Mayor to sign and execute the Short-Term Material Removal Agreement with the Port of Everett and the payment of a one-time reservation fee in the amount of $25,000.00.
2025-02-27_FINAL MSA-Marysville.pdf
2021-08-19_DNR MSA EXECUTED.pdf
2025 License Form_City of Everett.pdf

12. Supplemental No. 3 to the PSA with Botesch, Nash and Hall, Architects, P.S._1049

State Avenue Addition
Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental No. 3 to the Professional Services Agreement with Botesch, Nash & Hall Architects for the 1049 State Avenue Addition.
Supplemental No. 3 - Botesch, Nash & Hall, Arcitects, P.S.(2).pdf
Original Contract and Supplementals for Reference.pdf

13. Authorization Increase Request to the Preliminary Engineering Services Agreement with BNSF for the Quiet Zone Project.
Recommended Motion: I move to authorize as additional $100,000 in spending, for a total allocation of $164,176, to the Preliminary Engineering Services Agreement with BNSF for the Quiet Zone Project.
BNSF FULL QZ REVIEW SCOPE AND FEE_2025-02-24.pdf
BNSF PSA_QUIET ZONE PROJECT_FULLY EXECUTED 2.8.21.pdf

14. Project Acceptance - Ebey Waterfront Trail Phase IV-A Construction
Recommended Motion: I move to authorize the Mayor to accept the Ebey Waterfront Trail Phase IV-A project, starting the 60- day lien filing period for project closeout.
Ebey Waterfront Trail Phase IV-A - Physcial Completion.pdf

15. Interlocal Agreement Between The Washington Traffic Safety Commission and The Marysville Police Department
Recommended Motion: I move to authorize the Mayor to sign and execute the agreement with the Washington Traffic Safety Commission.
WALKER ROLLER PARTNER INTERAGENCY AGREEMENT.pdf

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session
A. Litigation
B. Personnel
C. Real Estate

Reconvene

Adjournment

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

AGENDA ITEM NO. A.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 17, 2025
SUBMITTED BY:	Confidential Administrative Assistant Margaret Vanderwalker, Police
ITEM TYPE:	Appointment
AGENDA SECTION:	**Presentations**
SUBJECT:	Swearing-in of Police Commander Mike Young
SUGGESTED ACTION:	
SUMMARY:	Commander Mike Young has been promoted and it is requested that Mayor Nehring swear him in.

ATTACHMENTS:
Oath Police Commander Young.docx

MARYSVILLE POLICE DEPARTMENT

ERIK SCAIRPON, CHIEF OF POLICE

OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, Michael Young, do solemnly swear that I will support the Constitution of the United States of America; the laws of the State of Washington; and the ordinances of the City of Marysville; and that I will faithfully, honestly, and impartially perform the duties of Police Commander for the City of Marysville, according to the best of my ability, so help me God.

Signed this 3rd day of March, 2025

Michael young Commander	Erik Scairpon Chief of Police
Jon Nehring Mayor	Tina Brock City Clerk

501 Delta Avenue, Marysville, Washington 98270
360-363-8300

AGENDA ITEM NO. 1.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 17, 2025
SUBMITTED BY:	Chari Taber, City Clerk
ITEM TYPE:	Minutes
AGENDA SECTION:	Approval of Minutes
SUBJECT:	February 24, 2025, City Council Meeting Minutes
SUGGESTED ACTION:	
SUMMARY:	

ATTACHMENTS:
CC 02242025.docx

City Council

501 Delta Ave
Marysville, WA 98270

Regular Meeting
February 24, 2025

Call to Order

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

Invocation

Pastor Greg Kanehan gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Councilmember Condyles, Councilmember James, Councilmember King, Council President Stevens, Councilmember Richards, Councilmember Norton

Excused: Councilmember Muller

Staff: City Administrator Jennifer Stapleton, City Attorney Jon Walker, Parks, Culture, and Recreation Director Tara Mizell, Communications Manager Connie Mennie, Finance Director Jennifer Ferrer-Santa Ines, Court Administrator Suzanne Elsner, Community Development Director Haylie Miller, Engineering Services Director Jeff Laycock, IT Director Stephen Doherty, I.S. Analyst Elliot Jacobson, Deputy City Attorney Burton Eggertsen

Motion to excuse the absence of Councilmember Muller moved by Councilmember Condyles seconded by Councilmember Norton.
AYES: ALL

Approval of the Agenda

Motion to approve the agenda as presented moved by Councilmember Richards seconded by Councilmember King.
AYES: ALL

Presentations

Public Comment

Approval of Minutes

1. January 27, 2025 City Council Meeting Minutes

CC 01272025.docx

Motion to approve the January 27, 2025 City Council Meeting Minutes moved by Councilmember Richards seconded by Councilmember Norton.
AYES: ALL

2. February 3, 2025 City Council Work Session Minutes

WS 02032025.docx

Motion to approve the February 3, 2025 City Council Work Session Minutes moved by Councilmember Norton seconded by Councilmember Richards.
AYES: ALL

3. February 10, 2025 City Council Meeting Minutes

CC 02102025.docx

Motion to approve the February 10, 2025 City Council Meeting Minutes as presented moved by Councilmember King seconded by Councilmember Condyles.
AYES: ALL

Consent

4. January 24, 2025, Payroll in the Amount of $1,999,863.27 Paid by EFT Transactions and Check Numbers 35544 though 35555

5. January 24, 2025, Misc Payroll in the Amount of $48.59 Paid by Check Number 10466

6. February 5, 2025, Claims in the Amount of $1,459,015.56 Paid by EFT Transactions and Check Numbers 175313 through 175447 with Check Number 174739 Voided

020525.docx

7. February 10, 2025 Payroll in the Amount of $2,084,537.46 Paid by EFT Transactions and Check Numbers 35557 through 35570

8. February 12, 2025, Claims in the Amount of $1,390,978.07 Paid by EFT Transactions and Check Numbers 175448 through 175736 with Check Number 175381 Voided

021225.rtf

Motion to approve the full Consent Agenda moved by Councilmember Richards seconded by Councilmember King.
AYES: ALL

Review Bids

Public Hearings

New Business

9. Delta Avenue Farmers Market

E003 - Preliminary Site Plan - SEP24-005.pdf

E004 - Certificate of Insurance - SEP24-005.pdf

E005 - Vendor Map Layout- SEP24-005.pdf

E006 - Technical Review Comments - SEP24-005.pdf

E007 - Amended SEP Application - SEP24-005.pdf

E008 - Technical Review Response - SEP24-005.pdf

E009 - Notice to Property Owners and Businesses - SEP24-005.pdf

E010 - Reset Church Parking Agreement - SEP24-005.pdf

E011 - Correspondence - SEP24-005.pdf

Director Miller explained staff had notified business owners. They heard one concern about parking which is being addressed. Staff is requesting approval of this tonight.

Motion to approve the Special Event Permit application for the Farmers Market on Delta Avenue moved by Councilmember Condyles seconded by Council President Stevens.

AYES: ALL

10. Purchase Order - Four (4) 2024 Police Interceptor Utility

PO Binder.pdf

2891 - State of Arizona - Agreement - Purchasing Cooperative Agreement.pdf

Director Laycock reviewed this item.

Motion to authorize the Mayor to sign and execute the purchase order with Peoria Ford in the amount of $200,964.00 for procurement of four (4) 2024 Police Interceptor Utility vehicles moved by Councilmember Norton seconded by Council President Stevens.
AYES: ALL

11. Purchase Order - 2026 Residential Front Load Refuse Truck

PO Binder_2026 Residential F.Load Refuse Truck.pdf

Director Laycock reviewed this purchase order for a front load garbage truck. Staff is hoping to get this by the end of 2026. The City will pay for the truck when it is received.

Motion to authorize the Mayor to sign and execute the purchase order with Dobbs Peterbilt in the amount of $496,241.19, plus applicable sales tax, for the procurement of a 2026 Residential Front Load Refuse Truck moved by Council President Stevens seconded by Councilmember King.
AYES: ALL

12. Ecology Grant Agreement WQC-2025-MaryPW-00105 for the Jennings Park Stormwater Facility Design Project

WQC-2025-MaryPW-00105_Final Draft Agreement.pdf

Director Laycock reviewed this grant agreement with the Department of Ecology for Jennings Park Stormwater Facility.

Motion to authorize the Mayor to sign and execute Ecology Grant Agreement WQC-2025-MaryPW-00105 moved by Councilmember James seconded by Councilmember King.
AYES: ALL

13. Interagency Agreement between the Administrative Office of the Courts and the Marysville Municipal Court

IAA25671_Everett_and_Marysville_-_Pretrial.docx

Judge Gillings reviewed this Interagency Agreement for a grant related to pretrial services for people released from custody.

Councilmember Richards asked how the joint part works. Judge Gillings explained it is about 50/50.

Motion to authorize the Mayor to sign and execute the Interagency Agreement with the Administrative Office of the Courts for pre-trial services grant moved by Councilmember King seconded by Councilmember Condyles.
AYES: ALL

14. Supplemental Agreement No. 1 to the Professional Services Agreement with Commonstreet Consulting, LLC for the 88th Street NE Corridor Improvements Project

Commonstreet Supplemental - Signed by Consultant.pdf

Director Laycock reviewed this Supplemental Agreement with Commonstreet Consulting for the 88th Street NE Corridor Improvements. He thanked the legal department and the consultant for their work on this.

Motion to authorize the Mayor to execute and sign the Supplemental Agreement No. 1 to the Professional Services Agreement with Commonstreet Consulting, LLC for the 88th Street NE Corridor Improvements Project moved by Councilmember Condyles seconded by Councilmember James.
AYES: ALL

15. Second Amendment to the Management Agreement with Premier

Cedarcrest_-_Second_Amendment_2025.pdf

Premier_Golf_Renewal__002_.pdf

Premier Golf Centers - Golf Course Management (1).pdf

Director Mizell reviewed the Supplemental Agreement with Premier which renews the agreement with them for another five years.

Councilmember Norton asked if they would be coming back for an update as they have done in the past. Director Mizell indicated that they could.

Motion to authorize the Mayor to sign and execute the amendment for Premier for management services at Cedarcrest Golf Course for 5 years from March 1, 2025, to February 28, 2030 moved by Council President Stevens seconded by Councilmember King.
AYES: ALL

Legal

Mayor's Business

16. Re-appointment of Brooke Hougan and Sharon Kanehan to the Parks Advisory Board.

Appointment to Parks Board - Brooke Hougan.doc

Appointment to Parks Board - Sharon Kanehan.doc

Motion to confirm the reappointment of Brooke Hougan to the Parks Advisory Board moved by Councilmember Richards seconded by Councilmember Norton.
AYES: ALL

Motion to confirm the reappointment of Sharon Kanehan to the Parks Advisory Board moved by Councilmember Norton seconded by Councilmember Condyles.
AYES: ALL

17. Consider cancelling the March 10, 2025, Council meeting and set a special meeting for March 17, 2025

The regular meeting on March 10 will be cancelled due to lack of quorum. Mayor Nehring requested adding a special meeting on March 17.

Motion to cancel the March 10, 2025, meeting moved by Councilmember James seconded by Councilmember Norton.
AYES: ALL

Motion to set a special meeting for March 17, 2025 moved by Councilmember Richards seconded by Councilmember Condyles.

Council President Stevens noted he was supportive of the motion but would not be available on March 17.

AYES: ALL

Mayor Nehring:

- He and Councilmember Condyles attended the AWC Conference which he thought was valuable.
- He reported on the Governmental Affairs meeting the Tribes. The main topic of discussion was the 156th Street overcrossing and the ILA they are working on.
- He and staff are having regular meetings with Stephanie Wright of Strategies 360. They are trying to have her present to Council again soon. He commented that SB 184, the parking bill, would overrule any city ordinance that allows more than half a parking space per dwelling passed out of the Senate 40 to 8. This is of great concern to the City. They will continue to oppose that bill.

- The Mayors and Business Leaders for Public Safety group has put together a legislative agenda and received their first update on bills they are concerned about. He gave updates on some other items of concern to the City related to transportation, capital asks, and the budget.

Staff Business

City Attorney Walker stated the need for an Executive Session to address one item related to potential litigation for ten minutes with no action expected.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- He stated that he enjoyed the AWC Conference. He reported on workshops he particularly enjoyed. They also had a good conversation with AWC lobbyists regarding bills underway. He noted that public safety is one thing that most cities are united about. He reported that Mayor Nehring got a very nice compliment from the Chair of the Senate Transportation Committee about Marysville's lobbying efforts.
- The Historical Society also had its mortgage burning.

Councilmember James said he also attended the mortgage burning which was a great event.

Councilmember King:

- He welcomed a new granddaughter into the world this week.
- He also attended the Governmental Affairs Committee meeting this week where they discussed 156th Street and also discussed the 4th and 88th project.
- He reported that a local family donated money to pay off the Historical Society's mortgage.

Council President Stevens congratulated to the Historical Society. He appreciates that they are celebrating.

Councilmember Richards:

- Congratulations to the Historical Society.
- He reported on the Finance Committee meeting last week.
- He thanked Mayor Nehring for all the work he does on behalf of the City in Olympia.

Councilmember Norton:

- She reported on the Public Safety meeting where Commander Lamoureux gave a report on all the great work of the Proact Team. There are still some patrol vacancies, but they are working on getting those numbers down. She reported on crime statistics. Most crime categories are down.

- She reported on the Finance committee meeting where they got updates on November numbers. There was a discussion on open positions in the city; the impact of removing Residential Density Incentives; and utility account receivables.
- The Fire Board voted to go to the voters for a Levy Lid Lift in August.
- Thanks to the Mayor and Councilmember Condyles for the updates on what's happening in Olympia. Thanks also to the Mayor for his work in advocating for Marysville.

Mayor Nehring congratulated Connie Mennie and Councilmember King who both had grandchildren born on the same day.

Adjournment/Recess

Council recessed at 7:34 p.m. for seven minutes before reconvening at 7:41 in the Executive Session.

Executive Session

Council entered Executive Session at 7:41 p.m. for 10 minutes to discuss one item, potential litigation with no action expected.

A. Litigation – one item, RCW 42.30.110(1)(i)
B. Personnel
C. Real Estate

Reconvene

Council reconvened at 7:51 p.m. and immediately adjourned with no action.

Adjournment

Motion to adjourn the meeting at 7:51 moved by Councilmember Richards seconded by Councilmember Norton.
AYES: ALL

Approved this _____ day of _____, 2025

AGENDA ITEM NO. 2.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 17, 2025
SUBMITTED BY:	Accounting Technician Shauna Crane, Finance
ITEM TYPE:	Claims
AGENDA SECTION:	**Consent**
SUBJECT:	February 19, 2025, Claims in the Amount of $1,021,802.96 Paid by EFT Transactions and Check Numbers 175737 through 175872
SUGGESTED ACTION:	
SUMMARY:	

ATTACHMENTS:
021925.rtf

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 2/19/2025 TO 2/19/2025

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
175737	COMMONSTREET	PROFESSIONAL SERVICE	GMA - STREET	50,443.25
175738	PREMERA BLUE CROSS	CLAIMS PAID 01/26 TO 01/31/25	MEDICAL CLAIMS	57,639.40
175739	LICENSING, DEPT OF	DRIVING ABSTRACT - STARK	PERSONNEL ADMINISTRATION	15.00
175740	LICENSING, DEPT OF	DRIVING ABSTRACT - WOODRUFF	PERSONNEL ADMINISTRATION	15.00
175741	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	213.40
	A & A LANGUAGE SERV		COURTS	233.00
	A & A LANGUAGE SERV		COURTS	233.00
	A & A LANGUAGE SERV		COURTS	275.50
175742	ALEXANDER PRINTING	CARE BROCHURE	EMBEDDED SOCIAL WORKER	444.44
	ALEXANDER PRINTING	WINDOW ENVELOPES	FINANCE-GENL	493.00
175743	ALLIED BODY WORKS	INSTALLATION OF A LIGHT BAR	EQUIPMENT RENTAL	2,191.88
175744	ALLMAX SOFTWARE LLC	ANNUAL MAINTENANCE/ PROGRAM	WASTE WATER TREATMENT	2,888.00
175745	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	740.00
175746	ARLINGTON HARDWARE	PREVENTATIVE MAINTENANCE	WATER DIST MAINS	601.99
175747	ASSN OF WA CITIES	SAFETY MEMBERSHIP 2025	PERSONNEL ADMIN	59,423.00
175748	AT&T MOBILITY LLC	CELL PHONES	CITY CLERK	49.90
	AT&T MOBILITY LLC		WASTE WATER TREATMENT	49.90
	AT&T MOBILITY LLC		ENGR-GENL	99.80
	AT&T MOBILITY LLC		LEGAL - PROSECUTION	99.80
	AT&T MOBILITY LLC		COMMUNITY	149.70
	AT&T MOBILITY LLC		PERSONNEL ADMINISTRATION	149.70
	AT&T MOBILITY LLC		UTIL ADMIN	149.70
	AT&T MOBILITY LLC		GIS SERVICES IS	199.60
	AT&T MOBILITY LLC		FINANCE-GENL	199.60
	AT&T MOBILITY LLC		MUNICIPAL COURTS	249.50
	AT&T MOBILITY LLC		LEGAL-GENL	249.50
	AT&T MOBILITY LLC		OFFICE OPERATIONS	349.30
	AT&T MOBILITY LLC		EXECUTIVE ADMIN	548.90
	AT&T MOBILITY LLC		FACILITY MAINTENANCE	647.67
	AT&T MOBILITY LLC		POLICE INVESTIGATION	698.60
	AT&T MOBILITY LLC		POLICE ADMINISTRATION	698.60
	AT&T MOBILITY LLC		DETENTION & CORRECTION	898.20
	AT&T MOBILITY LLC		COMMUNITY SERVICES UNIT	948.10
	AT&T MOBILITY LLC		COMPUTER SERVICES	1,047.90
	AT&T MOBILITY LLC		POLICE PATROL	3,243.50
175749	BERNER, ELIAS	INTERPRETER SERVICE	COURTS	170.20
175750	BICKFORD FORD	CORE RETURN - MANIFOLD P195	EQUIPMENT RENTAL	-273.50
	BICKFORD FORD	ENGINE PARTS - P195	EQUIPMENT RENTAL	525.21
	BICKFORD FORD	TONNEAU COVER - P222	EQUIPMENT RENTAL	1,172.42
	BICKFORD FORD	TONNEAU COVER - P224	EQUIPMENT RENTAL	1,172.42
	BICKFORD FORD	TONNEAU COVER - P225	EQUIPMENT RENTAL	1,172.42
	BICKFORD FORD	TONNEAU COVER - P226	EQUIPMENT RENTAL	1,172.42
	BICKFORD FORD	ENGINE PARTS - P195	EQUIPMENT RENTAL	1,315.98
175751	BILLING DOCUMENT	BILL PRINTING SERVICE	UTILITY BILLING	942.96
	BILLING DOCUMENT	PAYMENT PROCESSING - JAN 25	UTILITY BILLING	2,603.52
	BILLING DOCUMENT	BILL PRINTING SERVICE	UTILITY BILLING	2,696.32
175752	BORDEN, HAZEL	REFUND - RENTAL DEPOSIT	PARKS-RECREATION	30.00
175753	CANON FINANCIAL	GIS PLOTTER SERVICE	GIS SERVICES IS	267.80
175754	CASCADE MACHINERY	SERVICE ON AIR COMPRESSOR	WASTE WATER TREATMENT	2,310.32
175755	CDW GOVERNMENT INC	CROWDSTRIKE RENEWAL	COMPUTER SERVICES	73,596.89
175756	CHAPMAN, KATIE	REFUND – DELTA ROOM DEPOSIT	PARKS-RECREATION	290.00
175757	CIVICPLUS	ARCHIVE SOCIAL RENEWAL	COMPUTER SERVICES	11,013.73

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 2/19/2025 TO 2/19/2025

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
175758	CML SECURITY, LLC	GENETEC RENEWAL	COMPUTER SERVICES	2,367.96
175759	COUNTRY SUPPLIER	UNIFORM - LUNA	CUSTODIAL SERVICES	104.99
	COUNTRY SUPPLIER	RAT BAIT STATION	SEWER LIFT STATION	108.26
	COUNTRY SUPPLIER	UNIFORM - WESSEL	DEVELOPMENT SERVICES	122.44
	COUNTRY SUPPLIER	UNIFORM - SMITH	DEVELOPMENT SERVICES	249.40
	COUNTRY SUPPLIER	UNIFORM - WATSON	DEVELOPMENT SERVICES	262.46
	COUNTRY SUPPLIER	UNIFORM - MCCLEVE	PARK & RECREATION FAC	271.27
	COUNTRY SUPPLIER	UNIFORM - PEASLEE	UTIL ADMIN	286.19
175760	CRAWFORD, LORI	UTILITY TAX REBATE	NON-DEPARTMENTAL	101.97
175761	CRAWFORD, SHANON	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,405.87
175762	CRYSTAL SPRINGS	WATER COOLER RENTAL	SEWER MAIN COLLECTION	6.51
	CRYSTAL SPRINGS		SEWER MAIN COLLECTION	7.65
	CRYSTAL SPRINGS		WASTE WATER TREATMENT	99.12
	CRYSTAL SPRINGS		WASTE WATER TREATMENT	114.32
	CRYSTAL SPRINGS	WATER SERVICE	RECREATION SERVICES	134.45
175763	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	42.80
	CTS LANGUAGE LINK		COURTS	271.12
175764	DOBBS PETERBILT	AIR/FUEL/OIL FILTERS	EQUIPMENT RENTAL	368.89
175765	DRIVE PAYMENTS, LLC	PAYMENT PROCESSING	UTILITY BILLING	1,140.25
175766	E&E LUMBER	PALLET DEPOSIT REFUND	PARK & RECREATION FAC	-43.76
	E&E LUMBER	CREDIT FOR INV 498669	PARK & RECREATION FAC	-27.31
	E&E LUMBER	CREDIT FOR INV 298552	PARK & RECREATION FAC	-14.44
	E&E LUMBER	REDI MIX CONCRETE	PARK & RECREATION FAC	14.44
	E&E LUMBER	GRAFFITI PAINT SUPPLIES	GOLF ADMINISTRATION	27.31
	E&E LUMBER	GRAFFITI SUPPLIES	PARK & RECREATION FAC	27.31
	E&E LUMBER	ROOFING REPAIR PARTS	WASTE WATER TREATMENT	37.17
	E&E LUMBER	PLAYGROUND REMOVAL TOOLS	PARK & RECREATION FAC	55.23
175767	EDMONDS, CITY OF	BAIL POSTED	GENERAL FUND	100.00
175768	ENDERLE, SOLEAH	REFUND - CROCHET CLASS	PARKS-RECREATION	5.00
175769	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	26.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	50.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	440.00
175770	EVARTS, BETTY	UB REFUND	WATER/SEWER OPERATION	488.15
175771	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	626.00
175772	EWING IRRIGATION	HAND SHAKER/SEEDER, BARRIER	WATER RESERVOIRS	1,758.40
175773	FROST, GAIL	REFUND - DEPOSIT OPERA HOUSE	GENERAL FUND	250.00
175774	GARCIA, REBEKAH	REFUND - DANCE	PARKS-RECREATION	27.00
175775	GENERAL PACIFIC, INC	DRONE ACCESSORIES	POLICE PATROL	1,200.12
175776	GILL, KAMLESH	UTILITY TAX REBATE	NON-DEPARTMENTAL	59.94
175777	GOVERNMENTJOBS.COM	SUBSCRIPTION	PERSONNEL ADMINISTRATION	1,495.00
175778	GRAINGER	LINEAR ACTUATOR FOR SIGN BOARD	EQUIPMENT RENTAL	1,050.19
175779	HANSEN, ANDREA	REFUND - BALLET	PARKS-RECREATION	15.00
175780	HD FOWLER COMPANY	CHEMICAL TANK HOOK UP PARTS	WASTE WATER TREATMENT	202.15
175781	HEALTH, DEPT OF	RESIDENTIAL WATER CONNECTION	STORM DRAINAGE	31,084.95
175782	HELM	VCM SOFTWARE RENEWAL	COMPUTER SERVICES	875.20
175783	HOOD, RALPH & IVY	UB REFUND	WATER/SEWER OPERATION	85.25
175784	IBS, INC.	SHOP SUPPLIES	EQUIPMENT RENTAL	1,028.11
175785	INTERMOUNTAIN LOCK	REPLACEMENT DOOR, SUPPLIES	NON-DEPARTMENTAL	440.54
175786	INTERSTATE BATTERY	BATTERIES	ER&R	1,214.15

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 2/19/2025 TO 2/19/2025

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
175787	ISS-WONDERWARE	DEVELOPMENT STUDIO RENEWAL	COMPUTER SERVICES	23,706.98
175788	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	16.43
	J2 CLOUD SERVICES		LEGAL-GENL	16.43
	J2 CLOUD SERVICES		UTILITY BILLING	32.85
	J2 CLOUD SERVICES		CITY CLERK	32.85
	J2 CLOUD SERVICES		COMMUNITY	32.85
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	32.85
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	32.85
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	32.85
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	32.85
	J2 CLOUD SERVICES		RECREATION SERVICES	32.85
	J2 CLOUD SERVICES		POLICE INVESTIGATION	32.85
	J2 CLOUD SERVICES		MUNICIPAL COURTS	32.85
	J2 CLOUD SERVICES		DETENTION & CORRECTION	32.85
	J2 CLOUD SERVICES		PROBATION	32.85
	J2 CLOUD SERVICES		FINANCE-GENL	32.85
	J2 CLOUD SERVICES		UTIL ADMIN	32.85
	J2 CLOUD SERVICES		ENGR-GENL	32.85
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	32.85
	J2 CLOUD SERVICES		WATER DIST MAINS	32.86
	J2 CLOUD SERVICES		COMPUTER SERVICES	32.87
	J2 CLOUD SERVICES		OFFICE OPERATIONS	65.70
	J2 CLOUD SERVICES		MUNICIPAL COURTS	98.56
175789	JOHNSON, LYNDAL	REFUND - BALLET	PARKS-RECREATION	27.00
175790	KAISER PERMANENTE	HEARING TESTS, VACCINES	PERSONNEL ADMINISTRATION	295.00
175791	KELLER WILLIAMS REAL	REFUND - OPERA HOUSE DEPOSIT	GENERAL FUND	250.00
175792	KNAFLA, SHIRLEY	UTILITY TAX REBATE	NON-DEPARTMENTAL	47.89
	KNAFLA, SHIRLEY		UTIL ADMIN	62.47
	KNAFLA, SHIRLEY		UTIL ADMIN	232.92
175793	LAB/COR	COLIFORM SAMPLING	WATER QUAL TREATMENT	62.69
175794	LAKE STEVENS SCHOOL	MITIGATION FEES 12-2024	SCHOOL MITIGATION FEES	114,340.00
	LAKE STEVENS SCHOOL	MITIGATION FEES 01-2025	SCHOOL MITIGATION FEES	306,458.00
175795	LAKEWOOD SCHOOL DIST	FACILITY RENTAL	RECREATION SERVICES	360.00
175796	LAKEWOOD SCHOOL DIST	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,830.00
175797	LASTING IMPRESSIONS	BASKETBALL SHIRT	RECREATION SERVICES	21.50
175798	LES SCHWAB TIRE CTR	SERVICE CALL - FLAT TIRE H017	EQUIPMENT RENTAL	211.12
	LES SCHWAB TIRE CTR	TIRES	ER&R	1,042.45
	LES SCHWAB TIRE CTR		ER&R	2,670.87
175799	LINDMARK, LONNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	50.46
175800	LOWES HIW INC	JANITORIAL EQUIPMENT	PARK & RECREATION FAC	34.22
175801	MARYSVILLE SCHOOL	FACILITY RENTALS - BASKETBALL	RECREATION SERVICES	28.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	28.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	49.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	84.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	112.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	122.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	492.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	636.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	646.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	714.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	774.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	1,069.75

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 2/19/2025 TO 2/19/2025

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
175802	MARYSVILLE, CITY OF	16324 TWIN LAKES AVE	PARK & RECREATION FAC	69.38
175803	MATTESON, NATALYA	REFUND - BALLET	PARKS-RECREATION	15.00
175804	MCMASTER-CARR	MAINTENANCE SUPPLIES	WASTE WATER TREATMENT	1,081.28
175805	MILLER, PENNY	UTILITY TAX REBATE	UTIL ADMIN	62.47
	MILLER, PENNY		NON-DEPARTMENTAL	96.21
	MILLER, PENNY		UTIL ADMIN	232.92
175806	MONSON, LYNN	REFUND - BELLY DANCE	PARKS-RECREATION	12.00
175807	MOX, BETTY	UTILITY TAX REBATE	UTIL ADMIN	62.47
	MOX, BETTY		NON-DEPARTMENTAL	87.89
	MOX, BETTY		UTIL ADMIN	296.23
175808	MUDDULURI, RAMYA	UB REFUND	WATER/SEWER OPERATION	133.13
175809	MUNYON, THOMAS	REFUND - BALLET	PARKS-RECREATION	15.00
175810	NAPA AUTO PARTS	OIL FILTER - 540	EQUIPMENT RENTAL	3.88
	NAPA AUTO PARTS	OIL/FUEL FILTERS - M005	EQUIPMENT RENTAL	27.80
	NAPA AUTO PARTS	AIR COMPRESSOR OIL - M005	EQUIPMENT RENTAL	220.11
	NAPA AUTO PARTS	ELECTRICAL PARTS	EQUIPMENT RENTAL	788.83
175811	NASH CONSULTING INC	LEADERSHIP TRAINING	PERSONNEL ADMINISTRATION	7,004.38
175812	NAVIA BENEFIT	PARTICIPANT FEE	PERSONNEL ADMINISTRATION	262.30
175813	NCSI	BACKGROUND SCREENINGS	PERSONNEL ADMINISTRATION	37.00
	NCSI	VOLUNTEER SCREENING	PERSONNEL ADMINISTRATION	277.50
175814	NORTH COAST ELECTRIC	ETHERNET CABLE	WASTE WATER TREATMENT	227.02
	NORTH COAST ELECTRIC	ROCKWELL AUTOMATION RENEWAL	COMPUTER SERVICES	12,379.70
175815	NORTHWAY, ALICIA	REFUND - BALLET	PARKS-RECREATION	15.00
175816	NORTHWESTERN AUTO	REPAIR BODY DAMAGE - P166	EQUIPMENT RENTAL	3,582.48
	NORTHWESTERN AUTO	REPAIR BODY DAMAGE - P200	EQUIPMENT RENTAL	4,616.68
175817	NW MOBILE FLAGGING	FLAGGING CERTIFICATION	PARK & RECREATION FAC	90.00
	NW MOBILE FLAGGING		UTIL ADMIN	90.00
	NW MOBILE FLAGGING		UTIL ADMIN	180.00
	NW MOBILE FLAGGING		UTIL ADMIN	180.00
	NW MOBILE FLAGGING		UTIL ADMIN	180.00
	NW MOBILE FLAGGING		TRAINING	180.00
	NW MOBILE FLAGGING		DEVELOPMENT SERVICES	270.00
	NW MOBILE FLAGGING		UTIL ADMIN	270.00
	NW MOBILE FLAGGING		ENGR-GENL	720.00
175818	OBERLANDER, AUDREY	UTILITY TAX REBATE	NON-DEPARTMENTAL	44.93
	OBERLANDER, AUDREY		UTIL ADMIN	62.47
	OBERLANDER, AUDREY		UTIL ADMIN	296.23
175819	OCCUPATIONAL HEALTH	CDL EXAM - PHELPS	PARK & RECREATION FAC	136.00
	OCCUPATIONAL HEALTH	CDL EXAM - WOOD	TRAINING	136.00
	OCCUPATIONAL HEALTH	CDL EXAM - CARY/POTTER	UTIL ADMIN	272.00
175820	OREILLY AUTO PARTS	CREDIT FOR INV 2843-309991	EQUIPMENT RENTAL	-107.63
	OREILLY AUTO PARTS	OIL - V073	EQUIPMENT RENTAL	37.19
	OREILLY AUTO PARTS	LIGHT BULBS - 502	EQUIPMENT RENTAL	49.82
	OREILLY AUTO PARTS	MANIFOLD SET, GASKET - V024	EQUIPMENT RENTAL	60.50
	OREILLY AUTO PARTS	BLOWER MOTOR, RESISTOR - V006	EQUIPMENT RENTAL	214.65
175821	PACWEST MACHINERY	SUCTION LINER KIT - H020	EQUIPMENT RENTAL	666.85
175822	PALACIOS, BRITTINI	REFUND - BARN DEPOSIT	PARKS-RECREATION	140.00
175823	PALAMERICAN SECURITY	SECURITY SERVICE	MUNICIPAL COURTS	-5.48
	PALAMERICAN SECURITY		PROBATION	-1.82
	PALAMERICAN SECURITY		PROBATION	1,265.50
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,796.50
175824	PAPE MACHINERY	CREDIT FOR INV 15827838	EQUIPMENT RENTAL	-360.50

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 2/19/2025 TO 2/19/2025

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
175824	PAPE MACHINERY	CREDIT FOR INV 15839072	EQUIPMENT RENTAL	-349.69
	PAPE MACHINERY	CREDIT FOR INV 15822297	EQUIPMENT RENTAL	-305.73
	PAPE MACHINERY	CREDIT FOR INV 15842362	EQUIPMENT RENTAL	-31.92
	PAPE MACHINERY	OIL FILTER, SEAL - H020	EQUIPMENT RENTAL	31.92
	PAPE MACHINERY		EQUIPMENT RENTAL	31.92
	PAPE MACHINERY	SOLENOID - H009	EQUIPMENT RENTAL	305.73
	PAPE MACHINERY	BELT TENSIONER, SERPENTINE BELT	EQUIPMENT RENTAL	349.69
	PAPE MACHINERY		EQUIPMENT RENTAL	349.69
	PAPE MACHINERY	SOLENOID - H009	EQUIPMENT RENTAL	360.50
175825	PAPE MACHINERY	AIR LINE FITTING - J030	EQUIPMENT RENTAL	36.13
175826	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF	PRO-SHOP	48.81
	PGC INTERBAY LLC		PRO-SHOP	170.07
	PGC INTERBAY LLC		PRO-SHOP	270.37
	PGC INTERBAY LLC		PRO-SHOP	368.83
	PGC INTERBAY LLC		PRO-SHOP	1,066.66
	PGC INTERBAY LLC		PRO-SHOP	1,109.00
	PGC INTERBAY LLC		PRO-SHOP	1,150.00
	PGC INTERBAY LLC		GOLF COURSE	5,302.59
	PGC INTERBAY LLC		MAINTENANCE	8,918.60
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	10,771.44
	PGC INTERBAY LLC		MAINTENANCE	14,072.78
175827	PLATT ELECTRIC	LAKE GOODWIN REPAIR SUPPLIES	SOURCE OF SUPPLY	95.39
175828	PUBLIC SAFETY TESTIN	TESTING FEES	COMMUNITY SERVICES UNIT	143.00
	PUBLIC SAFETY TESTIN		DETENTION & CORRECTION	143.00
	PUBLIC SAFETY TESTIN		POLICE PATROL	182.00
	PUBLIC SAFETY TESTIN		DETENTION & CORRECTION	352.00
	PUBLIC SAFETY TESTIN		POLICE ADMINISTRATION	1,798.00
175829	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	32.34
	PUD	ACCT #201346665	SEWER LIFT STATION	33.50
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	35.81
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	35.81
	PUD	ACCT #205195373	PARK & RECREATION FAC	38.11
	PUD	ACCT #220681340	STORM DRAINAGE	39.82
	PUD	ACCT #200501617	TRANSPORTATION	46.20
	PUD	ACCT #224411843	PARK & RECREATION FAC	54.37
	PUD	ACCT #200973956	SEWER LIFT STATION	55.60
	PUD	ACCT #203500020	STREET LIGHTING	66.50
	PUD	ACCT #202294245	SEWER LIFT STATION	71.79
	PUD	ACCT #200660439	STREET LIGHTING	72.20
	PUD	ACCT #200448801	TRANSPORTATION	72.70
	PUD	ACCT #223945742	TRAFFIC CONTROL DEVICES	79.60
	PUD	ACCT #202303301	SEWER LIFT STATION	96.49
	PUD	ACCT #222664310	TRANSPORTATION	100.86
	PUD	ACCT #222664740	TRANSPORTATION	114.26
	PUD	ACCT #221115934	MAINT OF GENL PLANT	118.82
	PUD	ACCT #201909637	SEWER LIFT STATION	126.29
	PUD	ACCT #202011813	PUMPING PLANT	140.07
	PUD	ACCT #222663973	TRANSPORTATION	149.98
	PUD	ACCT #203291216	GENERAL	153.60
	PUD	ACCT #201628880	WASTE WATER TREATMENT	247.70
	PUD	ACCT #201675634	WASTE WATER TREATMENT	481.70
	PUD	ACCT #201617479	CITY HALL	687.67

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 2/19/2025 TO 2/19/2025

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
175829	PUD	ACCT #201587284	WASTE WATER TREATMENT	863.48
	PUD	ACCT #200021871	COURT FACILITIES	906.91
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,131.85
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,766.84
	PUD	ACCT #202075008	WASTE WATER TREATMENT	14,029.20
	PUD	ACCT #201420635	WASTE WATER TREATMENT	17,395.60
	PUD	ACCT #201721180	WASTE WATER TREATMENT	30,962.97
175830	REDWOOD TOXICOLOGY	TESTING SERVICE	PROBATION	139.55
175831	REICHHARDT & EBE ENG	PROFESSIONAL SERVICE	GMA - STREET	4,248.11
175832	RITCHIE, MEGAN	REFUND - BARN RENTAL DEPOSIT	PARKS-RECREATION	125.00
175833	ROMAINE ELECTRIC	STARTER - 540	EQUIPMENT RENTAL	115.93
	ROMAINE ELECTRIC	STARTER - M008	EQUIPMENT RENTAL	196.77
175834	RUTKOWSKI, SIERRA	REIMBURSEMENT - STEEL PROBE	PERSONNEL ADMINISTRATION	271.30
175835	SCHOENING, JOHN & JU	UB REFUND	GARBAGE	477.12
175836	SHI INTERNATIONAL	ADOBE PHOTOSHOP LICENSE	POLICE PATROL	283.52
	SHI INTERNATIONAL	POWER BI LICENSES	COMPUTER SERVICES	1,322.49
175837	SHOCKLEY, MICHELE	REFUND - CPR COURSE	PARKS-RECREATION	35.00
175838	SISKUN POWER EQUIPMENT	RESERVOIR MAINTENANCE	WATER RESERVOIRS	91.34
175839	SNO CO PLAN & DEV	SNOHOMISH COUNTY DUES	PLANNING & COMMUNITY DEV	20,341.00
175840	SONITROL	SECURITY MONITORING - FEB 25	FACILITY MAINTENANCE	130.99
	SONITROL		FACILITY MAINTENANCE	131.00
	SONITROL		UTIL ADMIN	161.38
	SONITROL		GOLF ADMINISTRATION	179.00
	SONITROL		PARK & RECREATION FAC	203.23
	SONITROL		UTIL ADMIN	287.80
	SONITROL		SUNNYSIDE FILTRATION	298.49
	SONITROL		WASTE WATER TREATMENT	326.99
	SONITROL		RECREATION SERVICES	331.80
	SONITROL		WASTE WATER TREATMENT	333.00
	SONITROL		FACILITY MAINTENANCE	335.00
	SONITROL		OPERA HOUSE	340.39
	SONITROL		MAINT OF GENL PLANT	347.43
	SONITROL		FACILITY MAINTENANCE	399.01
175841	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	640.00
175842	SOUND SAFETY	UNIFORM - DEAVER	TRANSPORTATION	180.31
	SOUND SAFETY		TRANSPORTATION	244.82
175843	SPRAGUE PEST SOLUTION	PEST CONTROL	POLICE ADMINISTRATION	109.40
	SPRAGUE PEST SOLUTION		POLICE ADMINISTRATION	136.75
175844	STARK, THOMAS	UTILITY TAX REBATE	NON-DEPARTMENTAL	41.67
175845	STONEWAY ELECTRIC	PORTABLE RESTROOM	PARK & RECREATION FAC	183.45
175846	STOOPS, SARAH	REFUND - BELLY DANCE	PARKS-RECREATION	18.00
175847	STUNS, BONITA	UTILITY TAX REBATE	NON-DEPARTMENTAL	69.92
175848	SUMMIT LAW GROUP	PROFESSIONAL SERVICE	PERSONNEL ADMINISTRATION	4,059.75
175849	SUN BADGE CO	BADGES FOR POLICE OFFICERS	GENERAL FUND	-147.95
	SUN BADGE CO		POLICE PATROL	1,721.90
175850	SUREEPISARN, LAURA	UTILITY REBATE	NON-DEPARTMENTAL	74.26
175851	SYDOW, TARA	REFUND - BELLY DANCE	PARKS-RECREATION	12.00
175852	TACOMA SCREW PRODUCT	SHOP SUPPLIES	EQUIPMENT RENTAL	159.74
175853	TAYLOR MADE TRUCK DR	CDL TESTING - NELSON	FACILITY MAINTENANCE	180.25
175854	TRANSPORTATION	PROFESSIONAL SERVICE	GMA - STREET	1,225.50
	TRANSPORTATION		GMA - STREET	6,272.54
175855	TRIVETT, MARK A	PROTEM SERVICE	MUNICIPAL COURTS	370.00

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 2/19/2025 TO 2/19/2025

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
175856	UNIVAR SOLUTIONS USA	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	1,082.07
175857	UTILITIES UNDERGROUND	UTILITY LOCATE SERVICE	UTILITY LOCATING	864.00
175858	VERIZON	WIRELESS SERVICE	POLICE ADMINISTRATION	20.98
	VERIZON		PURCHASING/CENTRAL	30.67
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		COMMUNITY SERVICES UNIT	60.03
	VERIZON		FINANCE-GENL	84.16
	VERIZON		POLICE PATROL	100.04
	VERIZON		EQUIPMENT RENTAL	105.14
	VERIZON		EXECUTIVE ADMIN	171.26
	VERIZON		MUNICIPAL COURTS	210.40
	VERIZON		LEGAL - PROSECUTION	257.48
	VERIZON		WATER QUAL TREATMENT	345.55
	VERIZON		FACILITY MAINTENANCE	362.62
	VERIZON		PARK & RECREATION FAC	418.52
	VERIZON		RECREATION SERVICES	418.52
	VERIZON		COMMUNITY	450.46
	VERIZON		COMPUTER SERVICES	475.02
	VERIZON		WATER SUPPLY MAINS	573.28
	VERIZON		SOLID WASTE CUSTOMER	653.58
	VERIZON		SEWER MAIN COLLECTION	686.74
	VERIZON		STORM DRAINAGE	832.41
	VERIZON		GENERAL	1,035.69
	VERIZON		ENGR-GENL	1,612.88
	VERIZON		UTIL ADMIN	2,507.27
175859	VESTIS GROUP INC.	UNIFORM CLEANING, SHOP RENTALS	EQUIPMENT RENTAL	38.59
	VESTIS GROUP INC.		EQUIPMENT RENTAL	58.80
175860	VESTIS GROUP INC.	CUSTODIAL SUPPLIES/MCC RENTALS	CUSTODIAL SERVICES	35.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	35.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	35.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	148.65
	VESTIS GROUP INC.		CUSTODIAL SERVICES	148.65
	VESTIS GROUP INC.		CUSTODIAL SERVICES	148.65
175861	WA AUDIOLOGY SRVCS	REVIEW/DATA ENTRY	PERSONNEL ADMINISTRATION	110.00
175862	WAXIE SANITARY SUPPL	GARBAGE BAGS	PARK & RECREATION FAC	1,638.37
175863	WESTERN MECHANICAL &	HVAC UNIT REPAIR	DETENTION & CORRECTION	2,420.31
175864	WHISTLE WORKWEAR	UNIFORM - GLASSBURN	CUSTODIAL SERVICES	124.59
	WHISTLE WORKWEAR	UNIFORM - LINDBERG	UTIL ADMIN	148.35
	WHISTLE WORKWEAR	UNIFORM - HANSEN	CUSTODIAL SERVICES	163.17
	WHISTLE WORKWEAR		CUSTODIAL SERVICES	180.00
	WHISTLE WORKWEAR	UNIFORM - LINDBERG	UTIL ADMIN	207.68
175865	WINTER, BEVERLY	UTILITY TAX REBATE	NON-DEPARTMENTAL	50.34
	WINTER, BEVERLY		UTIL ADMIN	62.47
	WINTER, BEVERLY		UTIL ADMIN	232.92
175866	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	71.96
175867	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
175868	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	68.77
175869	ZIPLY FIBER	ACCT #3606594037	CITY HALL	142.27
175870	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	235.65
175871	ZIPLY FIBER	ACCT #3606580637	COMPUTER SERVICES	235.65
175872	ZIPLY FIBER	LOCAL AND LD LINES	CRIME PREVENTION	11.06
	ZIPLY FIBER		PROPERTY TASK FORCE	11.06

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 2/19/2025 TO 2/19/2025

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
175872	ZIPLY FIBER	LOCAL AND LD LINES	FACILITY MAINTENANCE	11.06
	ZIPLY FIBER		SOLID WASTE CUSTOMER	22.12
	ZIPLY FIBER		PARK & RECREATION FAC	33.18
	ZIPLY FIBER		CITY CLERK	33.18
	ZIPLY FIBER		LEGAL-GENL	33.18
	ZIPLY FIBER		GENERAL	33.18
	ZIPLY FIBER		GIS SERVICES IS	33.18
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	44.24
	ZIPLY FIBER		WATER QUAL TREATMENT	44.24
	ZIPLY FIBER		LEGAL - PROSECUTION	66.36
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	66.36
	ZIPLY FIBER		EQUIPMENT RENTAL	77.42
	ZIPLY FIBER		POLICE INVESTIGATION	88.48
	ZIPLY FIBER		UTILITY BILLING	88.48
	ZIPLY FIBER		FINANCE-GENL	99.54
	ZIPLY FIBER		RECREATION SERVICES	99.54
	ZIPLY FIBER		COMPUTER SERVICES	110.56
	ZIPLY FIBER		EXECUTIVE ADMIN	110.60
	ZIPLY FIBER		MUNICIPAL COURTS	121.66
	ZIPLY FIBER		POLICE ADMINISTRATION	121.66
	ZIPLY FIBER		WASTE WATER TREATMENT	121.66
	ZIPLY FIBER		UTIL ADMIN	121.66
	ZIPLY FIBER		OFFICE OPERATIONS	143.78
	ZIPLY FIBER		COMMUNITY	188.02
	ZIPLY FIBER		DETENTION & CORRECTION	210.13
	ZIPLY FIBER		ENGR-GENL	265.43
	ZIPLY FIBER		POLICE PATROL	597.22

WARRANT TOTAL: **1,021,802.96**

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: **$1,021,802.96**

AGENDA ITEM NO. 3.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 17, 2025
SUBMITTED BY:	Senior Accounting Technician Shannon Early, Finance
ITEM TYPE:	Payroll
AGENDA SECTION:	**Consent**
SUBJECT:	February 25, 2025, Payroll in the Amount of $2,006,287.31 Paid by EFT Transactions and Check Numbers 35574 through 35587

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

AGENDA ITEM NO. 4.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 17, 2025
SUBMITTED BY:	Accounting Technician Shauna Crane, Finance
ITEM TYPE:	Claims
AGENDA SECTION:	**Consent**
SUBJECT:	February 26, 2025, Claims in the Amount of $1,007,538.31 Paid by EFT Transactions and Check Numbers 175873 through 176017
SUGGESTED ACTION:	
SUMMARY:	

ATTACHMENTS:
022625.rtf

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 2/26/2025 TO 2/26/2025

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
175873	REVENUE, DEPT OF	EXCISE TAXES JAN 25	RECREATION SERVICES	1.62
	REVENUE, DEPT OF		POLICE ADMINISTRATION	30.95
	REVENUE, DEPT OF		WATER/SEWER OPERATION	54.06
	REVENUE, DEPT OF		GENERAL FUND	245.18
	REVENUE, DEPT OF		GOLF ADMINISTRATION	361.19
	REVENUE, DEPT OF		GOLF COURSE	7,045.31
	REVENUE, DEPT OF		STORM DRAINAGE	7,433.42
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	42,969.09
	REVENUE, DEPT OF		UTIL ADMIN	73,324.80
175874	PREMERA BLUE CROSS	CLAIMS PAID 2/1 TO 02/08/25	MEDICAL CLAIMS	76,613.49
	PREMERA BLUE CROSS	CLAIMS PAID 2/9 TO 2/15/25	MEDICAL CLAIMS	104,271.32
175875	EARTHWORK SOLUTIONS	SR 528 WATERMAIN REPLACEMENT	WATER CAPITAL PROJECTS	265,772.82
175876	911 SUPPLY INC.	DETECTIVE JACKETS	POLICE INVESTIGATION	-437.59
	911 SUPPLY INC.	UNIFORM - FEUCHT	DETENTION & CORRECTION	45.45
	911 SUPPLY INC.	UNIFORM - PARRISH	DETENTION & CORRECTION	74.21
	911 SUPPLY INC.	UNIFORM - MANER	DETENTION & CORRECTION	103.16
	911 SUPPLY INC.	EARPIECES	POLICE PATROL	172.96
	911 SUPPLY INC.	UNIFORM - MCKENNA	POLICE PATROL	422.33
175877	ALEX TREE SERVICE LL	TIMBERBROOK TREE REMOVAL PROJECT	WATER/SEWER OPERATION	-5,962.30
	ALEX TREE SERVICE LL		UTIL ADMIN	119,246.00
175878	ALEXANDER PRINTING	BUSINESS CARDS	OFFICE OPERATIONS	98.90
	ALEXANDER PRINTING	BUSINESS CARDS - ZIPP	STORM DRAINAGE	200.17
175879	ALL BATTERY SALES &	WINDSHIELD WASHER FLUID	SOLID WASTE OPERATIONS	60.00
175880	ALLIANT INSURANCE	25-26 POB RENEWAL - NIELD	RISK MANAGEMENT	75.00
	ALLIANT INSURANCE	25-26 POB RENEWAL - SCAIRPON	RISK MANAGEMENT	75.00
175881	ANDERSON, CRAIG	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	53.42
175882	ARG INDUSTRIAL	PARTS FOR PUMP	SNOW & ICE REMOVAL	90.46
175883	ASADI, MOHAMMAD	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	75.53
175884	BICKFORD FORD	CREDIT FOR INV 1289315	ER&R	-269.09
	BICKFORD FORD	MOLDING	ER&R	269.09
	BICKFORD FORD	BRAKE PADS & ROTORS	ER&R	1,271.41
175885	BIO CLEAN, INC	DECON OF BIOHAZARDOUS MATERIALS	DETENTION & CORRECTION	492.30
175886	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	44.30
175887	BOTESCH, NASH & HALL	PROFESSIONAL SERVICE	PW ADMIN CAP PROJECT	7,540.00
175888	BRADFORD, JOAN	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	29.55
	BRADFORD, JOAN		UTIL ADMIN	62.47
	BRADFORD, JOAN		UTIL ADMIN	296.23
175889	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	684.00
175890	CENTRAL WELDING SUPP	RAIN PANTS	ER&R	162.98
	CENTRAL WELDING SUPP		ER&R	162.98
	CENTRAL WELDING SUPP	GLOVES	ER&R	434.27
	CENTRAL WELDING SUPP		ER&R	651.41
	CENTRAL WELDING SUPP	RAIN PANTS	ER&R	1,140.89
175891	CENTURY COMMUNITIES	UB REFUND	WATER/SEWER OPERATION	36.88
175892	CENTURY COMMUNITIES		WATER/SEWER OPERATION	29.88
175893	CHAPTER, VICKIE	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	41.73
	CHAPTER, VICKIE		UTIL ADMIN	62.47
	CHAPTER, VICKIE		UTIL ADMIN	296.23
175894	CLEAN CUT TREE & STU	TREE REMOVAL	ROADSIDE VEGETATION	3,500.80
175895	COHRS, DUANE	UB REFUND	GARBAGE	250.00
175896	COMMERCIAL FIRE	FIRE EXTINGUISHER	ER&R	635.77
175897	CORRECTIONS, DEPT OF	DOC WORK	PARK & RECREATION FAC	368.29

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CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
175897	CORRECTIONS, DEPT OF	DOC WORK	ROADSIDE VEGETATION	423.92
175898	COUNTRY SUPPLIER	UNIFORM - RODRIGUEZ	EQUIPMENT RENTAL	78.76
	COUNTRY SUPPLIER	UNIFORM - DAY	UTIL ADMIN	91.86
	COUNTRY SUPPLIER	UNIFORM - JESSEN	UTIL ADMIN	122.58
	COUNTRY SUPPLIER	UNIFORM - FRISINGER	UTIL ADMIN	175.88
	COUNTRY SUPPLIER	UNIFORM - CHAPARRO	UTIL ADMIN	332.54
175899	CRAWFORD, CAROLYN	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	47.81
	CRAWFORD, CAROLYN		UTIL ADMIN	62.47
	CRAWFORD, CAROLYN		UTIL ADMIN	296.23
175900	CREATIVE PRODUCT SOU	STICKERS	YOUTH SERVICES	713.95
175901	CROW, MARIANNE	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	74.60
175902	CROWLEY, MARGIL		NON-DEPARTMENTAL	74.65
175903	CRYSTAL SPRINGS	WATER DELIVERY	POLICE ADMINISTRATION	100.00
	CRYSTAL SPRINGS		POLICE INVESTIGATION	100.00
	CRYSTAL SPRINGS		OFFICE OPERATIONS	100.00
	CRYSTAL SPRINGS		COMMUNITY SERVICES UNIT	100.00
	CRYSTAL SPRINGS		POLICE PATROL	197.35
	CRYSTAL SPRINGS		DETENTION & CORRECTION	200.00
175904	CUES	FREIGHT CHARGES	SEWER MAIN COLLECTION	13.10
	CUES		STORM DRAINAGE	13.10
	CUES	REPLACEMENT PARTS	SEWER MAIN COLLECTION	199.01
	CUES		STORM DRAINAGE	199.01
175905	CULP, KATHLEEN	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	59.09
175906	CUZ CONCRETE PROD	MANHOLE ADJUST RING	SIDEWALK MAINTENANCE	53.33
175907	DEXTER, SARA ANN	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	53.60
	DEXTER, SARA ANN		UTIL ADMIN	62.47
	DEXTER, SARA ANN		UTIL ADMIN	296.23
175908	DICKS TOWING	TOWING - 25-7306	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-5320	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-6438	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-6609	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-8783	POLICE PATROL	77.54
175909	DMH INDUSTRIAL	POTTED CAP ASSEMBLY REPAIR PUMP	SEWER LIFT STATION	906.68
175910	DOBBS PETERBILT	MARKER LAMPS	ER&R	220.37
175911	DUSSEAULT, HELEN	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	38.65
	DUSSEAULT, HELEN		UTIL ADMIN	62.47
	DUSSEAULT, HELEN		UTIL ADMIN	296.23
175912	E&E LUMBER	ANCHOR SHACKLE	SNOW & ICE REMOVAL	45.36
	E&E LUMBER	TRAY LINER	ROADSIDE VEGETATION	49.70
175913	EAGLE FENCE	FENCE RENTAL	PARK & RECREATION FAC	672.81
175914	ELLINGSON, LINDA	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	83.20
175915	ENGLISH, ELISHA		NON-DEPARTMENTAL	187.96
175916	ENVIRO-CLEAN EQUIP	JOYSTICK - H016	SEWER MAIN COLLECTION	1,754.46
	ENVIRO-CLEAN EQUIP		STORM DRAINAGE	1,754.47
175917	EVERETT TIRE & AUTO	TIRES	ER&R	1,412.79
175918	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	2,160.90
	EVERETT, CITY OF	CASE NUMBER 24-57459	COMMUNITY SERVICES UNIT	3,000.00
	EVERETT, CITY OF	ANIMALS TO SHELTER	COMMUNITY SERVICES UNIT	8,845.00
175919	EWING IRRIGATION	SALT BRINE	SNOW & ICE REMOVAL	927.74
	EWING IRRIGATION		SNOW & ICE REMOVAL	927.74
	EWING IRRIGATION	SALT BRINE BAGS, HERBICIDE	SNOW & ICE REMOVAL	1,592.17
	EWING IRRIGATION		ROADSIDE VEGETATION	1,592.18

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175920	FBI/LEEDA	DUES - FRANZEN	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	DUES - LAMOUREUX	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	DUES - MAPLES	POLICE PATROL	50.00
	FBI/LEEDA	DUES - ROBERTSON	POLICE ADMINISTRATION	50.00
175921	FEDEX	POSTAGE	WASTE WATER TREATMENT	42.52
175922	FERRELLGAS	PROPANE/HAZMAT	TRAFFIC CONTROL DEVICES	39.01
	FERRELLGAS		ROADWAY MAINTENANCE	39.02
175923	FIRST RESPONSE TRAIN	INSTRUCTOR PAYMENT	RECREATION SERVICES	162.00
175924	FISHER, CONNIE	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	45.45
	FISHER, CONNIE		UTIL ADMIN	62.47
	FISHER, CONNIE		UTIL ADMIN	296.23
175925	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	360.00
175926	FRANCOTYP-POSTALIA	POSTAGE RENTAL	UTIL ADMIN	13.01
	FRANCOTYP-POSTALIA		COMMUNITY	13.01
175927	FRASER, LEANN	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	28.55
175928	FRIEND, CORI		NON-DEPARTMENTAL	75.84
175929	GAAB, KARON		NON-DEPARTMENTAL	41.71
	GAAB, KARON		UTIL ADMIN	62.47
	GAAB, KARON		UTIL ADMIN	296.23
175930	GALLAGHER, JACOB & E	UB REFUND	WATER/SEWER OPERATION	102.22
175931	GRAINGER	PROPANE TORCHES	ER&R	532.34
	GRAINGER	ICE CLEATS, SCRAPERS	ER&R	600.15
	GRAINGER	GLOVES	ER&R	2,602.51
175932	GRANITE CONST	ROADWAY REPAIR/ASPHALT	ROADWAY MAINTENANCE	144.89
	GRANITE CONST	ASPHALT PATCHES	ROADWAY MAINTENANCE	155.44
	GRANITE CONST		ROADWAY MAINTENANCE	492.70
	GRANITE CONST		ROADWAY MAINTENANCE	741.69
	GRANITE CONST		ROADWAY MAINTENANCE	1,110.96
175933	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	2,763.58
175934	HAZEN, LINDA	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	51.67
175935	HD FOWLER COMPANY	ROADSIDE SUPPLIES	ROADSIDE VEGETATION	368.76
175936	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	4,671.77
	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	13,354.89
175937	HERC RENTALS INC	EXCAVATOR RENTAL	SIDEWALK MAINTENANCE	3,965.75
175938	HOLLAND, KAREN B	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	74.21
175939	HOME DEPOT PRO	TOWELS	CUSTODIAL SERVICES	29.67
	HOME DEPOT PRO	SEALANT, RAGS, RAKES, STRAPS	ER&R	197.19
	HOME DEPOT PRO	CLOROXPRO	CUSTODIAL SERVICES	210.92
	HOME DEPOT PRO	HAND SANITIZER	CUSTODIAL SERVICES	347.02
	HOME DEPOT PRO	TRASH BAGS, PICKERS, GLOVES	ER&R	827.30
175940	ICONIX WATERWORKS	BRASS FITTINGS	ER&R	267.55
175941	INNOVATION WELDING	CUSTOM FABRICATION RAILING	ROADSIDE VEGETATION	6,480.54
175942	INTERMOUNTAIN LOCK	PADLOCK	ER&R	198.23
	INTERMOUNTAIN LOCK		ER&R	225.01
175943	JEFFERSON, BRENDA	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	75.54
175944	JOHNSON, MARK		NON-DEPARTMENTAL	93.55
175945	JONES, MICHIAL		NON-DEPARTMENTAL	63.17
175946	JULZ ANIMAL HOUZ	DOG FOOD	POLICE ADMINISTRATION	17.30
175947	KAISER PERMANENTE	HEARING TEST	PERSONNEL ADMINISTRATION	398.00
175948	KAR GOR INC	REPLACEMENT CAMERAS	TRANSPORTATION	3,117.90
175949	KAUFMAN, SUSAN	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	53.13
	KAUFMAN, SUSAN		UTIL ADMIN	62.47

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175949	KAUFMAN, SUSAN	UTILITY TAX REBATE 2025	UTIL ADMIN	296.23
175950	KBHPNW LLC	UB REFUND	WATER/SEWER OPERATION	54.88
175951	KLEIN, SUZANNE	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	54.54
175952	LASTING IMPRESSIONS	EMBROIDERY	EQUIPMENT RENTAL	22.32
175953	LEBOW, LINDA	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	64.74
175954	LECKY, IRENE		NON-DEPARTMENTAL	61.47
	LECKY, IRENE		UTIL ADMIN	62.47
	LECKY, IRENE		UTIL ADMIN	296.23
175955	LEXIPOL LLC	LEXIPOL ANNUAL SERVICE	POLICE ADMINISTRATION	8,689.02
175956	LEXISNEXIS RISK	INVESTIGATIVE TOOL	POLICE INVESTIGATION	216.40
175957	LGI HOMES WASHINGTON	UB REFUND	WATER/SEWER OPERATION	25.00
175958	LOVE, PATRICIA GAIL	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	47.22
175959	MARTOF, JOANN	UB REFUND	WATER/SEWER OPERATION	67.10
175960	MC CLURE & SONS INC	TERTIARY TREATMENT IMPROVEMENTS	SEWER CAPITAL PROJECTS	20,993.98
175961	MCDONALD, KEVIN D	HEARING EXAMINER SERVICE	COMMUNITY	3,208.80
175962	MCKESSON MEDICAL	JAIL SUPPLIES	DETENTION & CORRECTION	97.08
175963	MESSIHA, GANETT	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	39.13
175964	MIZELL, TARA	REFUND - DUELING PIANOS	PARKS-RECREATION	65.00
	MIZELL, TARA		PARKS-RECREATION	65.00
175965	NAPA AUTO PARTS	FILTERS	ER&R	361.67
	NAPA AUTO PARTS	PROPANE TANK, TORCHES	ER&R	672.31
175966	NATIONAL BARRICADE	PARKING RESTRICTION SIGNS	TRANSPORTATION	270.02
175967	OCCUPATIONAL HEALTH	CDL EXAM	UTIL ADMIN	136.00
	OCCUPATIONAL HEALTH		SOLID WASTE OPERATIONS	136.00
	OCCUPATIONAL HEALTH	CDL EXAM - COUNSELLOR	UTIL ADMIN	136.00
	OCCUPATIONAL HEALTH	CDL EXAM	TRAINING	272.00
175968	OSBORNE, AMBER	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	53.82
175969	PACIFIC TOPSOIL	DUMPING - CHIPS	ROADSIDE VEGETATION	98.80
	PACIFIC TOPSOIL		ROADSIDE VEGETATION	123.50
175970	PAPE MACHINERY	FILTERS	ER&R	264.37
	PAPE MACHINERY	SERVICE/REPAIR ON MACHINE	STORM DRAINAGE	2,904.48
175971	PARCELL, JOHN	UB REFUND	WATER/SEWER OPERATION	383.86
175972	PEACE OF MIND	PLANNING COMMISSION MEETING	COMMUNITY	235.60
175973	PEDERSON, PAUL	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	49.20
	PEDERSON, PAUL		UTIL ADMIN	62.47
	PEDERSON, PAUL		UTIL ADMIN	296.23
175974	PERTEET ENGINEERING	PROFESSIONAL SERVICE	CAPITAL EXPENDITURES	16,958.75
175975	PLATT ELECTRIC	PARTS FOR METER OFFICE	SOURCE OF SUPPLY	23.12
	PLATT ELECTRIC		SOURCE OF SUPPLY	26.98
	PLATT ELECTRIC	STILLY SOLENOID PARTS	SOURCE OF SUPPLY	49.05
	PLATT ELECTRIC	CONNECTOR SENSORS	WASTE WATER TREATMENT	109.18
	PLATT ELECTRIC	PARTS FOR METER OFFICE	SOURCE OF SUPPLY	253.28
	PLATT ELECTRIC		SOURCE OF SUPPLY	299.79
175976	PROFORCE LAW ENFORCE	SIG MAG	POLICE TRAINING-FIREARMS	132.43
175977	PROMOTIONSNOW	GOODIE BAGS	CRIME PREVENTION	2,606.59
175978	PUBLIC SAFETY TESTIN	TESTING FEES	DETENTION & CORRECTION	192.00
	PUBLIC SAFETY TESTIN		POLICE ADMINISTRATION	1,256.00
175979	PUD	ACCT #202461034	UTIL ADMIN	34.10
	PUD	ACCT #202461026	MAINT OF GENL PLANT	36.96
	PUD	ACCT #223919549	STREET LIGHTING	53.25
	PUD	ACCT #202794657	TRANSPORTATION	57.80
	PUD	ACCT #203199732	TRANSPORTATION	67.91

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175979	PUD	ACCT #202288585	TRANSPORTATION	72.17
	PUD	ACCT #203430897	STREET LIGHTING	72.64
	PUD	ACCT #223514563	TRANSPORTATION	84.19
	PUD	ACCT #223764663	SEWER LIFT STATION	87.35
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	102.23
	PUD	ACCT #223735101	STREET LIGHTING	102.35
	PUD	ACCT #223154923	STREET LIGHTING	113.62
	PUD	ACCT # 224101675	ROADWAY MAINTENANCE	115.02
	PUD	ACCT # 222772634	TRANSPORTATION	119.17
	PUD	ACCT #202524690	PUMPING PLANT	119.40
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	144.82
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	150.58
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	195.63
	PUD	ACCT #222025900	PUMPING PLANT	243.56
	PUD	ACCT #201247699	STREET LIGHTING	311.25
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	318.29
	PUD	ACCT #220824148	WASTE WATER TREATMENT	464.57
	PUD	ACCT #202177333	MAINT OF GENL PLANT	1,589.24
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,851.42
175980	PUD	DEERING WILDFLOWER	PARK & RECREATION FAC	177.59
175981	PUD	DSTP FINAL SERVICE	SURFACE WATER CAPITAL	68,354.98
175982	REECE TRUCKING	CLEAN ASPHALT DUMPING	ROADSIDE VEGETATION	48.72
	REECE TRUCKING	INTERSECTION/PATH USE	GMA - STREET	55,867.99
175983	REZNIKOV, ALEKSEY	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	63.78
175984	ROBERTS, DAVID		NON-DEPARTMENTAL	71.21
175985	RWC INTERNATIONAL	COOLANT	ER&R	589.58
175986	SAVAGE, PHILLIP	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	50.09
175987	SCHOOS, RONALD & RIT		UTIL ADMIN	62.47
	SCHOOS, RONALD & RIT		NON-DEPARTMENTAL	72.46
	SCHOOS, RONALD & RIT		UTIL ADMIN	296.23
175988	SEMANKO, CHERYL		NON-DEPARTMENTAL	58.28
	SEMANKO, CHERYL		UTIL ADMIN	62.47
	SEMANKO, CHERYL		UTIL ADMIN	296.23
175989	SHERRILL, AMBER & DA	UB REFUND	WATER/SEWER OPERATION	21.41
175990	SNO CO TREASURER	25 TAX PARCEL 31053500302300	WATER RESERVOIRS	503.88
	SNO CO TREASURER	25 TAX PARCEL 31042400300600	WATER RESERVOIRS	8,777.59
175991	SOUND SAFETY	UNIFORM - HAVELLANA	UTIL ADMIN	125.67
	SOUND SAFETY	UNIFORM - REISWIG	GENERAL	147.52
	SOUND SAFETY	UNIFORM - REILLY	UTIL ADMIN	180.31
	SOUND SAFETY	UNIFORM - WARD	UTIL ADMIN	180.31
	SOUND SAFETY	UNIFORM - REISWIG	GENERAL	185.79
	SOUND SAFETY	UNIFORM - JESSEN	UTIL ADMIN	204.40
	SOUND SAFETY	UNIFORM - THOMAS	UTIL ADMIN	387.90
175992	SPRAGUE PEST SOLUTION	EXTERIOR RODENT SERVICE	SOLID WASTE OPERATIONS	84.24
	SPRAGUE PEST SOLUTION		MAINT OF GENL PLANT	84.24
	SPRAGUE PEST SOLUTION		SOLID WASTE OPERATIONS	84.24
	SPRAGUE PEST SOLUTION		MAINT OF GENL PLANT	84.24
175993	STINN, DECARLA	UB REFUND	WATER/SEWER OPERATION	534.12
175994	STORK, MARK	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	78.06
175995	STRAND, KAREN		NON-DEPARTMENTAL	41.23
175996	STRAWBERRY LANES	BOWLING TOURNAMENT	PERSONNEL ADMINISTRATION	2,022.12
175997	SUNRISE ENVIRONMENT	CREDIT DAMAGED CANS	ER&R	-230.51

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175997	SUNRISE ENVIRONMENT	GRAFFITI REMOVER SUPPLIES	ER&R	243.98
175998	SUPERIOR RESTROOMS	PORTABLE RESTROOM CLEANING	ROADSIDE VEGETATION	142.22
175999	SWANK MOTION PICTURE	MOVIES IN THE PARK	RECREATION SERVICES	2,120.00
176000	TAYLOR, DANIEL	REFEREES - BASKETBALL	RECREATION SERVICES	810.00
176001	TENTOEA, DEBORAH	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	64.04
176002	THE ESTATE OF PATRIC	UB REFUND	WATER/SEWER OPERATION	9.15
176003	TRILOGY MEDWASTE	WASTE REMOVAL	DETENTION & CORRECTION	91.40
176004	UNITED RENTALS	CONTAINER RENTAL	PARK & RECREATION FAC	154.91
176005	VESTIS GROUP INC.	UNIFORM CLEANING/SHOP RENTALS	EQUIPMENT RENTAL	38.59
	VESTIS GROUP INC.		EQUIPMENT RENTAL	58.80
176006	VESTIS GROUP INC.	CUSTODIAL CLEANING/MCC RENTALS	CUSTODIAL SERVICES	35.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	148.65
176007	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	231.68
176008	WALSER, MELVA	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	76.04
176009	WEBSTER, DAVID & ERM		UTIL ADMIN	62.47
	WEBSTER, DAVID & ERM		NON-DEPARTMENTAL	96.78
	WEBSTER, DAVID & ERM		UTIL ADMIN	296.23
176010	WET RABBIT EXPRESS	CAR WASHES - FLEET	EQUIPMENT RENTAL	100.80
176011	WHISTLE WORKWEAR	UNIFORM - HAVELLANA	UTIL ADMIN	59.34
	WHISTLE WORKWEAR	UNIFORM - POTTS	SOLID WASTE OPERATIONS	148.33
	WHISTLE WORKWEAR	UNIFORM - TRINIDAD	SOLID WASTE OPERATIONS	168.14
	WHISTLE WORKWEAR		SOLID WASTE OPERATIONS	173.06
	WHISTLE WORKWEAR	UNIFORM - SANDRE	GENERAL	178.01
	WHISTLE WORKWEAR	UNIFORM - SHEPLER	SOLID WASTE OPERATIONS	178.01
	WHISTLE WORKWEAR		SOLID WASTE OPERATIONS	178.03
	WHISTLE WORKWEAR	UNIFORM - MEYER	SOLID WASTE OPERATIONS	187.90
	WHISTLE WORKWEAR	UNIFORM - HAVELLANA	UTIL ADMIN	197.81
	WHISTLE WORKWEAR	UNIFORM - BARNES	EQUIPMENT RENTAL	202.74
	WHISTLE WORKWEAR	UNIFORM - RODRIGUEZ	EQUIPMENT RENTAL	202.74
	WHISTLE WORKWEAR	UNIFORM - JOHNSTON	SOLID WASTE OPERATIONS	227.46
	WHISTLE WORKWEAR	UNIFORM - FRISINGER	UTIL ADMIN	227.47
	WHISTLE WORKWEAR	UNIFORM - MEYER	SOLID WASTE OPERATIONS	250.00
	WHISTLE WORKWEAR	UNIFORM - REILLY	UTIL ADMIN	250.00
	WHISTLE WORKWEAR	UNIFORM - SANDRE	GENERAL	250.00
176012	WILKINSON, DANA & JE	UB REFUND	GARBAGE	249.62
176013	WILLIAMSON, CHARLENE	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	59.28
176014	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	231.32
176015	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	33.23
	ZIPLY FIBER		MUNICIPAL COURTS	117.85
176016	ZUBEIDI, MOHAMMAD	UB REFUND	WATER/SEWER OPERATION	12.85
176017	ZUEHL, WANDA	UTILITY TAX REBATE 2025	NON-DEPARTMENTAL	60.58

WARRANT TOTAL: **1,007,538.31**

WARRANT TOTAL: **$1,007,538.31**

AGENDA ITEM NO. 5.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 17, 2025
SUBMITTED BY:	Senior Accounting Technician Shannon Early, Finance
ITEM TYPE:	Payroll
AGENDA SECTION:	**Consent**
SUBJECT:	February 26, 2025, Misc Payroll in the Amount of $5,668.89 Paid by EFT Transactions and Check Number 35588

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

AGENDA ITEM NO. 6.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 17, 2025
SUBMITTED BY:	Accounting Technician Shauna Crane, Finance
ITEM TYPE:	Claims
AGENDA SECTION:	**Consent**
SUBJECT:	March 5, 2025, Claims in the Amount of $1,595,598.16 Paid by EFT Transactions and Check Numbers 176018 through 176226
SUGGESTED ACTION:	
SUMMARY:	

ATTACHMENTS:
030525.rtf

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 3/5/2025 TO 3/5/2025

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
0	PCARD ONE TIME PAY	AXON WEEK REFUND	POLICE TRAINING-FIREARMS	-849.00
	PCARD ONE TIME PAY	REID COURSE REFUND	POLICE TRAINING-FIREARMS	-630.00
	PCARD ONE TIME PAY	FLIGHT REFUND FOR CONFERENCE	DETENTION & CORRECTION	-486.60
	PCARD ONE TIME PAY	COURSE REGISTRATION REFUND	POLICE TRAINING-FIREARMS	-195.00
	PCARD ONE TIME PAY	REFUND CART PURCHASE	POLICE INVESTIGATION	-166.29
	PCARD ONE TIME PAY	RETURN PART	MAINT OF GENL PLANT	-135.28
	PCARD ONE TIME PAY	REFUND - ADA AUDIBLE DEVICE	TRAFFIC CONTROL DEVICES	-104.80
	PCARD ONE TIME PAY	EQUIPMENT RENTAL/LEASING	POLICE ADMINISTRATION	-77.67
	PCARD ONE TIME PAY	KEYBOARD REPLACEMENT	POLICE ADMINISTRATION	-43.75
	PCARD ONE TIME PAY	REFUND	RECREATION SERVICES	-39.36
	PCARD ONE TIME PAY	REFUND	RECREATION SERVICES	-31.73
	PCARD ONE TIME PAY	OFFICE SUPPLIES	UTIL ADMIN	-20.67
	PCARD ONE TIME PAY	COURIER SERVICES-AIR/GROUND	POLICE PATROL	0.40
	PCARD ONE TIME PAY	WEB SERVICES	COMPUTER SERVICES	1.30
	PCARD ONE TIME PAY	POWER GRIPS	RECREATION SERVICES	1.37
	PCARD ONE TIME PAY	UNIFORM REPLACEMENT	GENERAL FUND	2.10
	PCARD ONE TIME PAY	COMBINED MAIL/PHONE	UTILITY BILLING	2.25
	PCARD ONE TIME PAY	COURIER SERVICES-AIR/GROUND	POLICE PATROL	2.76
	PCARD ONE TIME PAY	SECURITY HARDWARE	GMA-PARKS	2.84
	PCARD ONE TIME PAY	COSTCO INSTACART DELIVERY	RECREATION SERVICES	3.00
	PCARD ONE TIME PAY	CUPS	RECREATION SERVICES	4.10
	PCARD ONE TIME PAY	BOOK STORES	LEGAL-GENL	4.37
	PCARD ONE TIME PAY	UNIFORM- TABATHA	SOLID WASTE OPERATIONS	4.38
	PCARD ONE TIME PAY	GOVERNMENT SERVICES	POLICE PATROL	5.00
	PCARD ONE TIME PAY		POLICE PATROL	5.00
	PCARD ONE TIME PAY		POLICE PATROL	5.00
	PCARD ONE TIME PAY	KEY TAGS	RECREATION SERVICES	5.46
	PCARD ONE TIME PAY	LETTER OPENERS	UTIL ADMIN	5.46
	PCARD ONE TIME PAY	PW ADMIN KEYS	UTIL ADMIN	5.50
	PCARD ONE TIME PAY	EVENT SUPPLIES	OPERA HOUSE	6.49
	PCARD ONE TIME PAY	PENS	FINANCE-GENL	6.53
	PCARD ONE TIME PAY	WATER	PERSONNEL ADMINISTRATION	7.63
	PCARD ONE TIME PAY	BOLT FOR HOSE REEL -H008	SEWER MAIN COLLECTION	7.64
	PCARD ONE TIME PAY	WATER	EXECUTIVE ADMIN	7.64
	PCARD ONE TIME PAY	STICKERS SUPPLIES	POLICE INVESTIGATION	7.65
	PCARD ONE TIME PAY	BOOK STORES	LEGAL - PROSECUTION	7.96
	PCARD ONE TIME PAY	VALENTINE	RECREATION SERVICES	8.21
	PCARD ONE TIME PAY	VALENTINES	RECREATION SERVICES	8.21
	PCARD ONE TIME PAY	WALL CALENDAR	SEWER MAIN COLLECTION	8.55
	PCARD ONE TIME PAY		STORM DRAINAGE	8.56
	PCARD ONE TIME PAY	CUPS	RECREATION SERVICES	8.71
	PCARD ONE TIME PAY	TRANSCRIPT EXCHANGE	POLICE INVESTIGATION	9.65
	PCARD ONE TIME PAY	BOOK STORES	DETENTION & CORRECTION	9.84
	PCARD ONE TIME PAY	CHARITABLE/SOCIAL SERVICE	EMBEDDED SOCIAL WORKER	10.00
	PCARD ONE TIME PAY	COMMUTER TRANSPORT/FERRY	EMBEDDED SOCIAL WORKER	10.00
	PCARD ONE TIME PAY	STATIONERY STORE/SUPPLIES	POLICE INVESTIGATION	10.38
	PCARD ONE TIME PAY	FINGER PAINTS	RECREATION SERVICES	10.39
	PCARD ONE TIME PAY	VARIETY STORES	DETENTION & CORRECTION	10.46
	PCARD ONE TIME PAY	OFFICE SUPPLIES	OFFICE OPERATIONS	10.49
	PCARD ONE TIME PAY	GRADUATION	MUNICIPAL COURTS	10.71
	PCARD ONE TIME PAY	OFFICE SUPPLIES	PARK & RECREATION FAC	10.89
	PCARD ONE TIME PAY	CABLE ADAPTER	COMPUTER SERVICES	10.93

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
0	PCARD ONE TIME PAY	EMERGENCY MANAGEMENT SUPPLIES	EXECUTIVE ADMIN	10.94
	PCARD ONE TIME PAY	SODA PUNCH	RECREATION SERVICES	10.94
	PCARD ONE TIME PAY	HEART BEAD NECKLACE	RECREATION SERVICES	11.02
	PCARD ONE TIME PAY	COURIER SERVICES-AIR/GROUND	POLICE PATROL	11.53
	PCARD ONE TIME PAY	GOVERNMENT SERVICES	LEGAL - PROSECUTION	11.76
	PCARD ONE TIME PAY		LEGAL-GENL	11.76
	PCARD ONE TIME PAY		LEGAL-GENL	11.76
	PCARD ONE TIME PAY	PAST DUE STAMP	FINANCE-GENL	11.92
	PCARD ONE TIME PAY	SWEETHEART DANCE SUPPLIES	OPERA HOUSE	11.94
	PCARD ONE TIME PAY	MUSIC UNLIMITED	RECREATION SERVICES	12.02
	PCARD ONE TIME PAY	SODA PUNCH	RECREATION SERVICES	12.31
	PCARD ONE TIME PAY	TOLLS AND BRIDGE FEES	POLICE PATROL	12.50
	PCARD ONE TIME PAY	BINDERS CONSTRUCTION INSPECTORS	ENGR-GENL	12.54
	PCARD ONE TIME PAY	OFFICE SUPPLIES- PLANNER	ROADWAY MAINTENANCE	13.11
	PCARD ONE TIME PAY	STRESS FIDGET SUPPLIES	POLICE INVESTIGATION	13.12
	PCARD ONE TIME PAY	GROCERY STORES	POLICE ADMINISTRATION	13.17
	PCARD ONE TIME PAY	SENIOR COFFEE SUPPLIES	RECREATION SERVICES	13.48
	PCARD ONE TIME PAY	FINGER PAINT	RECREATION SERVICES	13.78
	PCARD ONE TIME PAY	TRAIL BOLLARDS	PARK & RECREATION FAC	14.44
	PCARD ONE TIME PAY	SUPPLIES	MUNICIPAL COURTS	14.56
	PCARD ONE TIME PAY	BATTERIES SUPPLIES	POLICE INVESTIGATION	14.83
	PCARD ONE TIME PAY	WALL CALENDAR	UTIL ADMIN	15.06
	PCARD ONE TIME PAY	SWEETHEART DANCE SUPPLIES	OPERA HOUSE	15.21
	PCARD ONE TIME PAY	AUTOMATED FUEL DISPENSERS	POLICE PATROL	15.26
	PCARD ONE TIME PAY	WALL CALENDAR	UTIL ADMIN	15.85
	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	16.00
	PCARD ONE TIME PAY	PARKING LOTS AND GARAGES	EXECUTIVE ADMIN	16.00
	PCARD ONE TIME PAY	REPLACEMENT SHEARS	POLICE PATROL	17.19
	PCARD ONE TIME PAY	SENIOR LUNCH SUPPLIES	RECREATION SERVICES	17.57
	PCARD ONE TIME PAY	OFFICE SUPPLIES	GENERAL	17.67
	PCARD ONE TIME PAY	CANNED AIR	FINANCE-GENL	17.94
	PCARD ONE TIME PAY	TOLLS AND BRIDGE FEES	POLICE PATROL	18.00
	PCARD ONE TIME PAY	USB DRIVES	COMPUTER SERVICES	18.04
	PCARD ONE TIME PAY	BOOK STORES	LEGAL-GENL	18.18
	PCARD ONE TIME PAY	KLEENEX	FINANCE-GENL	18.50
	PCARD ONE TIME PAY	BOOK STORES	DETENTION & CORRECTION	18.82
	PCARD ONE TIME PAY	COMMITTEE MEETING SUPPLIES	UTIL ADMIN	19.29
	PCARD ONE TIME PAY	BLANKET FOR SIDEWALKS	SIDEWALK MAINTENANCE	19.67
	PCARD ONE TIME PAY	SEATTLE TIMES SUBSCRIPTION	EXECUTIVE ADMIN	19.96
	PCARD ONE TIME PAY		EXECUTIVE ADMIN	19.96
	PCARD ONE TIME PAY	COURT RECORDS CHECK	POLICE INVESTIGATION	20.00
	PCARD ONE TIME PAY	COURIER SERVICES-AIR/GROUND	POLICE PATROL	20.21
	PCARD ONE TIME PAY	TOOLS	NON-DEPARTMENTAL	20.52
	PCARD ONE TIME PAY	BOOK STORES	COMPUTER SERVICES	20.78
	PCARD ONE TIME PAY		COMMUNITY SERVICES UNIT	21.00
	PCARD ONE TIME PAY	ACCESS PANEL	POLICE PATROL	21.25
	PCARD ONE TIME PAY	GROCERY STORES	COMMUNITY	21.28
	PCARD ONE TIME PAY	PRV MAINT.	WATER DIST MAINS	21.58
	PCARD ONE TIME PAY	STAFF APPAREL	MUNICIPAL COURTS	21.82
	PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	21.83
	PCARD ONE TIME PAY	ADOBE PRO PURCHASE	POLICE INVESTIGATION	21.87
	PCARD ONE TIME PAY	STAFF APPAREL	MUNICIPAL COURTS	21.87

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
0	PCARD ONE TIME PAY	OFFICE SUPPLIES	GENERAL	21.87
	PCARD ONE TIME PAY		OFFICE OPERATIONS	21.87
	PCARD ONE TIME PAY	WASHDOWN GUN HOLDER	SEWER MAIN COLLECTION	21.87
	PCARD ONE TIME PAY		STORM DRAINAGE	21.87
	PCARD ONE TIME PAY	COMMITTEE MEETING SUPPLIES	UTIL ADMIN	21.88
	PCARD ONE TIME PAY	GROCERY STORES	POLICE ADMINISTRATION	21.88
	PCARD ONE TIME PAY	STATIONERY STORE/SUPPLIES	COMPUTER SERVICES	22.94
	PCARD ONE TIME PAY	SODA PUNCH	RECREATION SERVICES	22.97
	PCARD ONE TIME PAY	SWEETHEART DANCE SUPPLIES	OPERA HOUSE	24.62
	PCARD ONE TIME PAY	PAPER TOWELS SUPPLIES	POLICE INVESTIGATION	25.01
	PCARD ONE TIME PAY	TOLLS AND BRIDGE FEES	POLICE PATROL	26.00
	PCARD ONE TIME PAY	DOCUMENT SHREDDING/BIN PICK-UP	ENGR-GENL	26.17
	PCARD ONE TIME PAY		EXECUTIVE ADMIN	26.17
	PCARD ONE TIME PAY		LEGAL - PROSECUTION	26.17
	PCARD ONE TIME PAY		COMMUNITY	26.17
	PCARD ONE TIME PAY		UTILITY BILLING	26.17
	PCARD ONE TIME PAY		UTIL ADMIN	26.17
	PCARD ONE TIME PAY	VARIETY STORES	POLICE PATROL	26.25
	PCARD ONE TIME PAY	GRAFFITI REMOVAL	PARK & RECREATION FAC	27.31
	PCARD ONE TIME PAY	REPLACEMENT KEYBOARD	POLICE ADMINISTRATION	27.34
	PCARD ONE TIME PAY	TOLLS AND BRIDGE FEES	POLICE PATROL	27.38
	PCARD ONE TIME PAY	BOOK STORES	COMMUNITY	27.79
	PCARD ONE TIME PAY	TRAIL BOLLARDS	PARK & RECREATION FAC	28.88
	PCARD ONE TIME PAY	BOOK STORES	COMMUNITY	28.99
	PCARD ONE TIME PAY	REPAIR PARTS	POLICE PATROL	29.11
	PCARD ONE TIME PAY	STAFF APPAREL	MUNICIPAL COURTS	29.53
	PCARD ONE TIME PAY	EATING PLACES/RESTAURANTS	EXECUTIVE ADMIN	30.20
	PCARD ONE TIME PAY	BUSINESS SERVICES	COMMUNITY	30.86
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	LEGAL - PROSECUTION	31.20
	PCARD ONE TIME PAY		LEGAL-GENL	31.20
	PCARD ONE TIME PAY	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	31.36
	PCARD ONE TIME PAY	RATCHET	FACILITY MAINTENANCE	31.62
	PCARD ONE TIME PAY	THROW BAG	ROADSIDE VEGETATION	31.70
	PCARD ONE TIME PAY	AWARD RIBBONS	RECREATION SERVICES	31.72
	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	32.00
	PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	32.69
	PCARD ONE TIME PAY	ANCHOR HOOKS	NON-DEPARTMENTAL	32.76
	PCARD ONE TIME PAY	HANGING FILE FOLDERS	POLICE PATROL	32.80
	PCARD ONE TIME PAY	EMERGENCY MANAGEMENT SUPPLIES	EXECUTIVE ADMIN	32.82
	PCARD ONE TIME PAY	KEYBOARD WRIST RESTS	POLICE INVESTIGATION	33.14
	PCARD ONE TIME PAY	WELLNESS SUPPLIES	POLICE ADMINISTRATION	33.15
	PCARD ONE TIME PAY	OFFICE SUPPLIES	UTIL ADMIN	33.80
	PCARD ONE TIME PAY	BOOK STORES	COMMUNITY	34.98
	PCARD ONE TIME PAY	STAFF APPAREL	MUNICIPAL COURTS	35.00
	PCARD ONE TIME PAY	GMTCC REGISTRATION - KNORTON	CITY COUNCIL	35.00
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	COMMUNITY	35.00
	PCARD ONE TIME PAY	PLAYGROUND DEMO	PARK & RECREATION FAC	35.37
	PCARD ONE TIME PAY	TOLLS AND BRIDGE FEES	POLICE PATROL	37.00
	PCARD ONE TIME PAY	BOOK STORES	DETENTION & CORRECTION	37.40
	PCARD ONE TIME PAY	OFFICE SUPPLIES	OFFICE OPERATIONS	37.92
	PCARD ONE TIME PAY	COOKIES	EXECUTIVE ADMIN	37.96
	PCARD ONE TIME PAY	MOUSE - HANNAHS	UTIL ADMIN	38.24

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
0	PCARD ONE TIME PAY	DOOR ALARM	PARK & RECREATION FAC	38.27
	PCARD ONE TIME PAY	CALENDARS	GENERAL	38.52
	PCARD ONE TIME PAY	REGISTER TAPE, HIGHLIGHTERS	FINANCE-GENL	38.54
	PCARD ONE TIME PAY	SIGNS	RECREATION SERVICES	39.36
	PCARD ONE TIME PAY	MANAGEMENT CONSULTING	COMMUNITY	40.00
	PCARD ONE TIME PAY	ROPE	SEWER MAIN COLLECTION	40.46
	PCARD ONE TIME PAY		STORM DRAINAGE	40.46
	PCARD ONE TIME PAY	AUTOMATED FUEL DISPENSERS	POLICE PATROL	41.15
	PCARD ONE TIME PAY	TRAIL SIGNAGE	PARK & RECREATION FAC	41.23
	PCARD ONE TIME PAY	BOOK STORES	DETENTION & CORRECTION	41.44
	PCARD ONE TIME PAY	FRUIT AND SNACKS	EXECUTIVE ADMIN	41.89
	PCARD ONE TIME PAY	OFFICE SIGNS	RECREATION SERVICES	42.27
	PCARD ONE TIME PAY	FLOOR MAT - CARNEY	DEVELOPMENT SERVICES	42.66
	PCARD ONE TIME PAY	COURIER SERVICES-AIR/GROUND	POLICE PATROL	42.70
	PCARD ONE TIME PAY	STARBUCKS COFFEE TRAVELERS	PERSONNEL ADMINISTRATION	43.32
	PCARD ONE TIME PAY	OFFICE SUPPLIES	UTIL ADMIN	43.54
	PCARD ONE TIME PAY	BOOK STORES	COMMUNITY	43.75
	PCARD ONE TIME PAY	VARIETY STORES	POLICE ADMINISTRATION	43.75
	PCARD ONE TIME PAY		POLICE ADMINISTRATION	43.75
	PCARD ONE TIME PAY	BOOK STORES	COMMUNITY	43.76
	PCARD ONE TIME PAY	LOTO TAGS	PERSONNEL ADMINISTRATION	44.30
	PCARD ONE TIME PAY	ICE	RECREATION SERVICES	45.29
	PCARD ONE TIME PAY	EATING PLACES/RESTAURANTS	CITY COUNCIL	45.30
	PCARD ONE TIME PAY	FOOD	RECREATION SERVICES	46.45
	PCARD ONE TIME PAY	BOOK STORES	COMMUNITY SERVICES UNIT	48.12
	PCARD ONE TIME PAY	PRINTER PAPER	PERSONNEL ADMINISTRATION	48.13
	PCARD ONE TIME PAY	PARKS EQUIPMENT	PARK & RECREATION FAC	48.66
	PCARD ONE TIME PAY	SHIPPING FEE	SEWER MAIN COLLECTION	48.94
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	EXECUTIVE ADMIN	49.00
	PCARD ONE TIME PAY	ANNUAL DUES/MEMBERSHIP	NON-DEPARTMENTAL	50.00
	PCARD ONE TIME PAY	COMMUTER TRANSPORT/FERRY	EMBEDDED SOCIAL WORKER	50.00
	PCARD ONE TIME PAY		EMBEDDED SOCIAL WORKER	50.00
	PCARD ONE TIME PAY		EMBEDDED SOCIAL WORKER	50.00
	PCARD ONE TIME PAY	FBI-LEEDA RENEWAL	POLICE TRAINING-FIREARMS	50.00
	PCARD ONE TIME PAY	BURGLARY SCENES WEBINAR	POLICE TRAINING-FIREARMS	50.00
	PCARD ONE TIME PAY	SECURITY MATERIALS	GMA-PARKS	50.04
	PCARD ONE TIME PAY	TOOLS	PARK & RECREATION FAC	50.31
	PCARD ONE TIME PAY	SERVER ROOM EQUIPMENT	WASTE WATER TREATMENT	51.38
	PCARD ONE TIME PAY	DOCUMENT SHREDDING/BIN PICK-UP	FINANCE-GENL	52.33
	PCARD ONE TIME PAY		PERSONNEL ADMINISTRATION	52.33
	PCARD ONE TIME PAY	STAPLERS, SUPPLIES	POLICE INVESTIGATION	52.47
	PCARD ONE TIME PAY	COMBINED MAIL/PHONE	UTILITY BILLING	52.49
	PCARD ONE TIME PAY	TOLLS AND BRIDGE FEES	POLICE PATROL	53.00
	PCARD ONE TIME PAY	SERVER ROOM EQUIPMENT	WASTE WATER TREATMENT	54.47
	PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	54.48
	PCARD ONE TIME PAY	AIR FRESHENERS REFILLS	POLICE INVESTIGATION	54.69
	PCARD ONE TIME PAY	HELIUM	PERSONNEL ADMINISTRATION	54.93
	PCARD ONE TIME PAY	FRAME	POLICE INVESTIGATION	55.62
	PCARD ONE TIME PAY	WHOLESALE OFFICE SUPPLIES	POLICE PATROL	56.00
	PCARD ONE TIME PAY	FIRST AID SUPPLIES	PERSONNEL ADMINISTRATION	56.66
	PCARD ONE TIME PAY	FEDERAL & STATE POSTERS	PERSONNEL ADMINISTRATION	56.89
	PCARD ONE TIME PAY	AIR FRESHENERS SUPPLIES	POLICE INVESTIGATION	57.25

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
0	PCARD ONE TIME PAY	TRAIL BOLLARDS	PARK & RECREATION FAC	57.76
	PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	57.88
	PCARD ONE TIME PAY	COURIER SERVICES-AIR/GROUND	GMA - STREET	58.35
	PCARD ONE TIME PAY	PROGRAM SUPPLIES	RECREATION SERVICES	59.07
	PCARD ONE TIME PAY	SURGE PROTECTORS	COMPUTER SERVICES	59.07
	PCARD ONE TIME PAY	UNIFORM - BAUER	OPERA HOUSE	59.62
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMPUTER SERVICES	59.69
	PCARD ONE TIME PAY	SUPPLIES ENG TECH	ENGR-GENL	60.76
	PCARD ONE TIME PAY	OFFICE SUPPLIES	PARK & RECREATION FAC	61.24
	PCARD ONE TIME PAY	AIR FRESHENERS SUPPLIES	POLICE INVESTIGATION	61.26
	PCARD ONE TIME PAY	BOOKSTORE	GIS SERVICES IS	61.26
	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	61.75
	PCARD ONE TIME PAY	DISPUTED CHARGE	GENERAL FUND	61.77
	PCARD ONE TIME PAY	PAPER SUPPLIES	POLICE INVESTIGATION	63.78
	PCARD ONE TIME PAY	LICENSE/REGISTRATION J080	EQUIPMENT RENTAL	64.00
	PCARD ONE TIME PAY	COFFEE FOR TRAINING	PERSONNEL ADMINISTRATION	65.64
	PCARD ONE TIME PAY	COMPUTER SOFTWARE	POLICE ADMINISTRATION	66.39
	PCARD ONE TIME PAY	GROCERY STORES	POLICE PATROL	67.24
	PCARD ONE TIME PAY	EVENT SUPPLIES	OPERA HOUSE	67.25
	PCARD ONE TIME PAY	EATING PLACES/RESTAURANTS	MUNICIPAL COURTS	67.88
	PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	69.04
	PCARD ONE TIME PAY	SUPPLIES	OPERA HOUSE	69.46
	PCARD ONE TIME PAY	OFFICE SUPPLIES	EXECUTIVE ADMIN	70.05
	PCARD ONE TIME PAY	UNIFORM - LO	POLICE PATROL	71.05
	PCARD ONE TIME PAY	UPS FILTERS	COMPUTER SERVICES	71.38
	PCARD ONE TIME PAY	FAST FOOD RESTAURANTS	POLICE INVESTIGATION	71.80
	PCARD ONE TIME PAY	CASE - AIR MONITOR PROBE	PERSONNEL ADMINISTRATION	71.99
	PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	72.19
	PCARD ONE TIME PAY	AC PIPE SAFETY SIGNAGE	PERSONNEL ADMINISTRATION	72.35
	PCARD ONE TIME PAY	FINGER PAINTS	RECREATION SERVICES	72.67
	PCARD ONE TIME PAY	TOOLS	NON-DEPARTMENTAL	73.55
	PCARD ONE TIME PAY	BUSINESS SERVICES	COMMUNITY	73.72
	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	74.10
	PCARD ONE TIME PAY	POLYGRAPH DUES	POLICE INVESTIGATION	75.00
	PCARD ONE TIME PAY	PLAYGROUND EQUIPMENT	PARK & RECREATION FAC	75.17
	PCARD ONE TIME PAY	JACKET - KGESSNER	PERSONNEL ADMINISTRATION	75.86
	PCARD ONE TIME PAY	GODADDY RENEWAL	COMPUTER SERVICES	76.04
	PCARD ONE TIME PAY	SUPPLIES	ENGR-GENL	77.40
	PCARD ONE TIME PAY	COOKIES	EXECUTIVE ADMIN	80.39
	PCARD ONE TIME PAY	DINO PLAYGROUND INSTALL	PARK & RECREATION FAC	83.44
	PCARD ONE TIME PAY	ADMIN BUILDING REMODEL	MAINT OF GENL PLANT	83.84
	PCARD ONE TIME PAY	EATING PLACES/RESTAURANTS	EXECUTIVE ADMIN	84.56
	PCARD ONE TIME PAY	SUPPLIES - SPECIAL EVENTS	RECREATION SERVICES	85.33
	PCARD ONE TIME PAY	FAUCET	ENGR-GENL	86.19
	PCARD ONE TIME PAY	OFFICE SUPPLIES	UTIL ADMIN	86.39
	PCARD ONE TIME PAY	UPS BATTERIES	PUMPING PLANT	86.64
	PCARD ONE TIME PAY	NAMEPLATES	UTIL ADMIN	87.24
	PCARD ONE TIME PAY	EVENTS SUPPLIES	RECREATION SERVICES	87.76
	PCARD ONE TIME PAY	EVENT SUPPLIES	RECREATION SERVICES	88.85
	PCARD ONE TIME PAY	STILLY MEMBRANE PROJECT	WATER FILTRATION PLANT	89.49
	PCARD ONE TIME PAY	MOLLY GROOMER WELLNESS	POLICE ADMINISTRATION	89.70
	PCARD ONE TIME PAY	DUES	POLICE INVESTIGATION	90.00

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
0	PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	90.57
	PCARD ONE TIME PAY	CALENDARS	GENERAL	90.89
	PCARD ONE TIME PAY	WHOLESALE CLUBS	POLICE INVESTIGATION	91.32
	PCARD ONE TIME PAY	GARBAGE CANS/PARKS	PARK & RECREATION FAC	92.07
	PCARD ONE TIME PAY	LAKE GOODWIN REPAIR PARTS	SOURCE OF SUPPLY	95.81
	PCARD ONE TIME PAY	PAPER AND AIR FRESHENERS	POLICE INVESTIGATION	95.82
	PCARD ONE TIME PAY	COPY PAPER	RECREATION SERVICES	96.26
	PCARD ONE TIME PAY	COFFEE CARAFE, CHARGER	OPERA HOUSE	97.52
	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	97.87
	PCARD ONE TIME PAY	HARD DRIVES	COMPUTER SERVICES	98.44
	PCARD ONE TIME PAY	ZOOM	COMMUNITY	98.46
	PCARD ONE TIME PAY	INK CARTRIDGE	EQUIPMENT RENTAL	98.62
	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	98.80
	PCARD ONE TIME PAY	CHARITABLE/SOCIAL SERVICE	POLICE ADMINISTRATION	100.00
	PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	100.44
	PCARD ONE TIME PAY	BUS LINES	EMBEDDED SOCIAL WORKER	100.99
	PCARD ONE TIME PAY	DOCUMENT SHREDDING/BIN PICK-UP	POLICE ADMINISTRATION	104.66
	PCARD ONE TIME PAY		POLICE INVESTIGATION	104.66
	PCARD ONE TIME PAY		POLICE PATROL	104.66
	PCARD ONE TIME PAY		DETENTION & CORRECTION	104.66
	PCARD ONE TIME PAY		OFFICE OPERATIONS	104.66
	PCARD ONE TIME PAY	GO DADDY RENEWAL	COMPUTER SERVICES	104.89
	PCARD ONE TIME PAY	PLAYGROUND MATERIAL	PARK & RECREATION FAC	106.99
	PCARD ONE TIME PAY		PARK & RECREATION FAC	106.99
	PCARD ONE TIME PAY	DESK LAMP, CALENDAR, MAGNET	UTIL ADMIN	108.91
	PCARD ONE TIME PAY	WORKING DINNER	PLANNING & COMMUNITY DEV	109.03
	PCARD ONE TIME PAY	LANDSCAPE TOOLS	PARK & RECREATION FAC	109.36
	PCARD ONE TIME PAY	FOOD - SPECIAL EVENTS	RECREATION SERVICES	113.84
	PCARD ONE TIME PAY	UNIFORM - AKAU	UTIL ADMIN	114.82
	PCARD ONE TIME PAY	SIGHT MOUNTING - NEW FIREARMS	POLICE PATROL	119.78
	PCARD ONE TIME PAY	SODA PUNCH - SUPPLIES	RECREATION SERVICES	119.83
	PCARD ONE TIME PAY	SHIPPING COST	STORM DRAINAGE	120.08
	PCARD ONE TIME PAY		SEWER MAIN COLLECTION	120.09
	PCARD ONE TIME PAY	VALVE MAINTENANCE	WATER DIST MAINS	120.29
	PCARD ONE TIME PAY	BOOK STORES	COMMUNITY	120.40
	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	123.50
	PCARD ONE TIME PAY	EATING PLACES/RESTAURANTS	CITY COUNCIL	126.85
	PCARD ONE TIME PAY	UNIFORM BOOTS	POLICE INVESTIGATION	127.90
	PCARD ONE TIME PAY	SENIOR LUNCH SUPPLIES	RECREATION SERVICES	128.25
	PCARD ONE TIME PAY	FOOD - SPECIAL EVENTS	RECREATION SERVICES	128.30
	PCARD ONE TIME PAY	NOTE PADS, PAPER	POLICE INVESTIGATION	130.02
	PCARD ONE TIME PAY	VARIETY STORES	COMMUNITY SERVICES UNIT	130.75
	PCARD ONE TIME PAY	UNIFORM - DIETZ	UTIL ADMIN	131.25
	PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	131.84
	PCARD ONE TIME PAY	BUS LINES	EMBEDDED SOCIAL WORKER	133.99
	PCARD ONE TIME PAY	PW ADMIN REMODEL	MAINT OF GENL PLANT	135.28
	PCARD ONE TIME PAY	AUTOMOTIVE PARTS	TRAFFIC UNIT	136.23
	PCARD ONE TIME PAY	FOOD/SUPPLIES	PERSONNEL ADMINISTRATION	140.19
	PCARD ONE TIME PAY	REPLACEMENT CHAINS	PARK & RECREATION FAC	141.08
	PCARD ONE TIME PAY	PLAYGROUND MATERIAL	PARK & RECREATION FAC	142.65
	PCARD ONE TIME PAY		PARK & RECREATION FAC	142.65
	PCARD ONE TIME PAY		PARK & RECREATION FAC	142.65

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
0	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	142.67
	PCARD ONE TIME PAY	PARKS/ YARD STAKES	PARK & RECREATION FAC	144.16
	PCARD ONE TIME PAY	UNIFORM - LAJOIE	PARK & RECREATION FAC	145.47
	PCARD ONE TIME PAY	EATING PLACES / RESTAURANTS	POLICE ADMINISTRATION	152.00
	PCARD ONE TIME PAY	COFFEE TRAVELERS	EXECUTIVE ADMIN	153.60
	PCARD ONE TIME PAY	SUPPLIES	RECREATION SERVICES	155.39
	PCARD ONE TIME PAY	DOCUMENT SHREDDING /BIN PICK-UP	MUNICIPAL COURTS	157.02
	PCARD ONE TIME PAY	SCHOOLS/EDUCATIONAL	POLICE TRAINING-FIREARMS	159.00
	PCARD ONE TIME PAY	PUSHCART	POLICE INVESTIGATION	166.29
	PCARD ONE TIME PAY	SUPPLIES FOR PARKS	OPERA HOUSE	168.13
	PCARD ONE TIME PAY	UNIFORM - AKAU	UTIL ADMIN	168.45
	PCARD ONE TIME PAY	SENIOR LUNCH SUPPLIES	RECREATION SERVICES	170.77
	PCARD ONE TIME PAY	EVENTS SUPPLIES	RECREATION SERVICES	171.03
	PCARD ONE TIME PAY	OFFICE SUPPLIES	POLICE PATROL	172.81
	PCARD ONE TIME PAY	DRINKING CUPS	RECREATION SERVICES	173.00
	PCARD ONE TIME PAY	UNIFORM- PARKER LAJOIE	PARK & RECREATION FAC	175.02
	PCARD ONE TIME PAY	UNIFORM TACTICAL BELT	POLICE PATROL	176.77
	PCARD ONE TIME PAY	BOOK STORES	DETENTION & CORRECTION	178.70
	PCARD ONE TIME PAY	FIREARMS ACCESSORIES	POLICE PATROL	178.88
	PCARD ONE TIME PAY	PUSHCART SUPPLIES	POLICE INVESTIGATION	181.99
	PCARD ONE TIME PAY	PAPER	FINANCE-GENL	182.46
	PCARD ONE TIME PAY	REPLACEMENT POUCHES	POLICE PATROL	183.43
	PCARD ONE TIME PAY	BREAKFAST & REFRESHMENTS	POLICE ADMINISTRATION	184.10
	PCARD ONE TIME PAY	UNIFORM REPLACEMENT	POLICE PATROL	185.93
	PCARD ONE TIME PAY	EVALUATION REPORT	POLICE INVESTIGATION	190.00
	PCARD ONE TIME PAY	LEADERSHIP ACADEMY REGISTRATION	POLICE TRAINING-FIREARMS	195.00
	PCARD ONE TIME PAY	UNIFORM - BOOTS	POLICE PATROL	196.86
	PCARD ONE TIME PAY	VARIETY STORES	POLICE PATROL	196.89
	PCARD ONE TIME PAY	SCHOOLS/EDUCATIONAL	POLICE TRAINING-FIREARMS	199.00
	PCARD ONE TIME PAY	BUS LINES	EMBEDDED SOCIAL WORKER	202.90
	PCARD ONE TIME PAY	SUPPLIES	UTIL ADMIN	204.98
	PCARD ONE TIME PAY	UNIFORM - DIETZ	UTIL ADMIN	206.57
	PCARD ONE TIME PAY	UNIFORM PANTS AND BOOTS	POLICE PATROL	211.83
	PCARD ONE TIME PAY	CONCRETE MIX	PARK & RECREATION FAC	216.56
	PCARD ONE TIME PAY	IDENTIFIX	SMALL ENGINE SHOP	217.71
	PCARD ONE TIME PAY	HEATER	POLICE PATROL	218.13
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMPUTER SERVICES	218.43
	PCARD ONE TIME PAY	REPLACEMENT BOOTS	POLICE PATROL	218.80
	PCARD ONE TIME PAY	REPLACEMENT BOOTS	POLICE PATROL	218.80
	PCARD ONE TIME PAY	SENIOR LUNCH SUPPLIES	RECREATION SERVICES	222.10
	PCARD ONE TIME PAY	ACCIS MEMBERSHIP RENEWAL	COMPUTER SERVICES	225.00
	PCARD ONE TIME PAY	VALVE MAINTENANCE	WATER DIST MAINS	226.12
	PCARD ONE TIME PAY	TRAINING - MALLAHAN	UTIL ADMIN	229.99
	PCARD ONE TIME PAY	INTERNATIONAL INSTITUTE MEMBERS	CITY CLERK	235.00
	PCARD ONE TIME PAY	AIR NEUTRALIZER, SUPPLIES	POLICE INVESTIGATION	239.00
	PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	243.42
	PCARD ONE TIME PAY	OFFICE SUPPLIES	POLICE PATROL	251.02
	PCARD ONE TIME PAY	UNIFORM - BOOTS	POLICE PATROL	257.08
	PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	258.92
	PCARD ONE TIME PAY	UNIFORM - BOOTS	POLICE PATROL	260.37
	PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	263.68
	PCARD ONE TIME PAY	MEMBERSHIP	PERSONNEL ADMINISTRATION	264.00

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
0	PCARD ONE TIME PAY	AIR PURIFIER, SUPPLIES	POLICE INVESTIGATION	272.41
	PCARD ONE TIME PAY	DUO MOBILE	COMPUTER SERVICES	275.00
	PCARD ONE TIME PAY	LEADERSHIP COURSE	POLICE TRAINING-FIREARMS	279.00
	PCARD ONE TIME PAY	SUPPLIES FOR PARKS	RECREATION SERVICES	281.26
	PCARD ONE TIME PAY	OFFICE SUPPLIES	POLICE PATROL	282.73
	PCARD ONE TIME PAY	OFFICE SUPPLIES	SOURCE OF SUPPLY	286.84
	PCARD ONE TIME PAY	ADVANCED NIBRS COURSE	POLICE TRAINING-FIREARMS	289.00
	PCARD ONE TIME PAY	LUNCH PROVIDED	POLICE ADMINISTRATION	289.35
	PCARD ONE TIME PAY	DEAF AWARENESS WORKSHOP	POLICE TRAINING-FIREARMS	295.00
	PCARD ONE TIME PAY	DIGITAL GOODS	POLICE ADMINISTRATION	299.00
	PCARD ONE TIME PAY	UNIFORM - BOOTS	POLICE PATROL	300.84
	PCARD ONE TIME PAY	OFFICE CHAIR	COMPUTER SERVICES	306.31
	PCARD ONE TIME PAY	GAYLORD PALMS	COMMUNITY	308.00
	PCARD ONE TIME PAY		COMMUNITY	308.00
	PCARD ONE TIME PAY	CRITICAL INCIDENTS COURSE	POLICE TRAINING-FIREARMS	311.00
	PCARD ONE TIME PAY	COURTYARD BY MARRIOTT	POLICE ADMINISTRATION	321.52
	PCARD ONE TIME PAY	LANDSCAPE TOOLS	PARK & RECREATION FAC	328.16
	PCARD ONE TIME PAY	BOOK STORES	COMMUNITY	331.37
	PCARD ONE TIME PAY	UNIFORM - SHAWVER	PARK & RECREATION FAC	341.27
	PCARD ONE TIME PAY	OFFICE SUPPLIES	UTIL ADMIN	341.33
	PCARD ONE TIME PAY	UNIFORM - MARKHAM	PARK & RECREATION FAC	348.93
	PCARD ONE TIME PAY	SURGE PROTECTORS	COMPUTER SERVICES	351.15
	PCARD ONE TIME PAY	REMODEL-DRYWALL	MAINT OF GENL PLANT	363.04
	PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	367.04
	PCARD ONE TIME PAY	HILTON GARDEN INN	POLICE PATROL	375.93
	PCARD ONE TIME PAY	HARD DRIVES	COMPUTER SERVICES	389.64
	PCARD ONE TIME PAY	UNIFORM- JOSEPH MORGAN	PARK & RECREATION FAC	402.18
	PCARD ONE TIME PAY	CONFERENCE FLIGHT	POLICE INVESTIGATION	406.50
	SISKUN POWER EQUIPMENT	TRIMMER SUPPLIES	PARK & RECREATION FAC	417.71
	PCARD ONE TIME PAY	CONFERENCE TRAINING - KEEFE	UTIL ADMIN	435.00
	PCARD ONE TIME PAY	DIGITIZATION OF RECORDS	GMA - STREET	436.38
	PCARD ONE TIME PAY	UNIFORM - PHELPS	PARK & RECREATION FAC	438.09
	PCARD ONE TIME PAY	INK CARTRIDGES	EQUIPMENT RENTAL	449.60
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	POLICE TRAINING-FIREARMS	450.00
	PCARD ONE TIME PAY	CONFERENCE REGISTRATION	POLICE TRAINING-FIREARMS	450.00
	PCARD ONE TIME PAY	GOVERNMENT SERVICES	LEGAL - PROSECUTION	470.30
	PCARD ONE TIME PAY		LEGAL-GENL	470.30
	PCARD ONE TIME PAY		LEGAL-GENL	470.30
	PCARD ONE TIME PAY	ARMORY DOOR LOCK	POLICE PATROL	470.80
	PCARD ONE TIME PAY	UPS'S	WASTE WATER TREATMENT	479.13
	PCARD ONE TIME PAY	CONFERENCE/TRADESHOW - LANCE	UTIL ADMIN	500.00
	PCARD ONE TIME PAY	LEADERSHIP ACADEMY COURSE	POLICE TRAINING-FIREARMS	500.00
	PCARD ONE TIME PAY	LODGING FOR CONFERENCE	POLICE INVESTIGATION	515.16
	PCARD ONE TIME PAY	ALARM LOCK	SOLID WASTE OPERATIONS	522.03
	PCARD ONE TIME PAY	BOOK STORES	DETENTION & CORRECTION	542.12
	PCARD ONE TIME PAY	AWARDS	RECREATION SERVICES	548.10
	PCARD ONE TIME PAY	LUNCH - TRAINING	PERSONNEL ADMINISTRATION	550.83
	PCARD ONE TIME PAY	OFFICE SUPPLIES	POLICE PATROL	572.80
	PCARD ONE TIME PAY	POLYGRAPH EXAMINATION EQUIPMENT	POLICE INVESTIGATION	575.00
	PCARD ONE TIME PAY	BOOK STORES	COMMUNITY SERVICES UNIT	593.34
	PCARD ONE TIME PAY	PARTS - H016/H008	SEWER MAIN COLLECTION	599.23
	PCARD ONE TIME PAY		STORM DRAINAGE	599.23

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
0	PCARD ONE TIME PAY	ADA-AUDIBLE WARNING DEVICE	TRAFFIC CONTROL DEVICES	674.80
	PCARD ONE TIME PAY	ALASKA AIRLINES - NEHRING	EXECUTIVE ADMIN	697.28
	PCARD ONE TIME PAY	ALASKA AIRLINES - STEVENS	CITY COUNCIL	697.28
	PCARD ONE TIME PAY	ALASKA AIRLINES - CONDYLES	CITY COUNCIL	697.28
	PCARD ONE TIME PAY	PLAYGROUND SITE REPAIR	PARK & RECREATION FAC	697.65
	PCARD ONE TIME PAY	PROFESSIONAL SERVICES	GMA - STREET	945.00
	PCARD ONE TIME PAY	DINO PLAYGROUND INSTALL	PARK & RECREATION FAC	951.78
	PCARD ONE TIME PAY	BATTERIES	METER READING	1,052.06
	PCARD ONE TIME PAY	DIESEL EXHAUST FLUID	SOLID WASTE OPERATIONS	1,119.38
	PCARD ONE TIME PAY	PLAYGROUND EQUIPMENT	PARK & RECREATION FAC	1,143.73
	PCARD ONE TIME PAY	CATALOG MERCHANT	POLICE ADMINISTRATION	1,156.43
	PCARD ONE TIME PAY	EATING PLACES/RESTAURANTS	POLICE ADMINISTRATION	1,230.80
	PCARD ONE TIME PAY	CABINET REPAIR	GMA-PARKS	1,258.10
	PCARD ONE TIME PAY	PRV VAULTS	WATER DIST MAINS	1,319.63
	PCARD ONE TIME PAY	OTHER HOTELS	COMMUNITY SERVICES UNIT	1,434.86
	PCARD ONE TIME PAY	MECHANICAL TRAINING	EQUIPMENT RENTAL	1,495.00
	PCARD ONE TIME PAY	TRAINING WORKSHOP	UTIL ADMIN	1,525.00
	PCARD ONE TIME PAY	EQUIPMENT RENTAL #M022	EQUIPMENT RENTAL	1,530.75
	PCARD ONE TIME PAY	MISCELLANEOUS AND SPECIAL	POLICE ADMINISTRATION	1,541.45
	PCARD ONE TIME PAY	OUTFITTING EQUIPMENT #P223	EQUIPMENT RENTAL	1,805.09
	PCARD ONE TIME PAY	OUTFITTING	WATER DIST MAINS	1,835.73
	PCARD ONE TIME PAY	ANTI-ICE, SALT PRODUCT	SNOW & ICE REMOVAL	2,389.56
	PCARD ONE TIME PAY	LODGING TRAINING PROGRAM	POLICE PATROL	3,669.03
	PCARD ONE TIME PAY	FLOW METERS	WATER FILTRATION PLANT	5,230.69
	PCARD ONE TIME PAY	OUTFITTING EQUIPMENT INSTALL	EQUIPMENT RENTAL	5,415.27
	PCARD ONE TIME PAY	CATERING DINNER	POLICE ADMINISTRATION	5,958.78
	PCARD ONE TIME PAY	TRASH CAN	PARK & RECREATION FAC	8,687.44
176018	BENEFIT COORDINATORS	MARCH 2025 PREMIUMS	MEDICAL CLAIMS	179,132.84
176019	STATE AUDITORS' OFFICE	AUDIT PERIOD 2023	NON-DEPARTMENTAL	139.10
	STATE AUDITORS' OFFICE		UTIL ADMIN	139.10
176020	FIRST AMERICAN TITLE	CLOSING FUNDS	GMA - STREET	22,266.97
176021	LICENSING, DEPT OF	STATE GUN DEALER	INTERGOVERNMENTAL	125.00
176022	LICENSING, DEPT OF	FIREARMS SECTION	INTERGOVERNMENTAL	924.00
176023	911 SUPPLY INC.	UNIFORM - KINSEY	POLICE PATROL	108.46
	911 SUPPLY INC.	UNIFORM - WISEMAN	POLICE PATROL	228.16
	911 SUPPLY INC.	UNIFORM - BLAKE	POLICE INVESTIGATION	2,055.52
	911 SUPPLY INC.	UNIFORM - CARLILE	POLICE PATROL	2,065.37
176024	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	204.30
	A & A LANGUAGE SERV		COURTS	213.50
	A & A LANGUAGE SERV		COURTS	214.80
	A & A LANGUAGE SERV		COURTS	257.50
176025	AALBU BROTHERS LLC	LIFT GATE MOTOR - J014	EQUIPMENT RENTAL	1,069.25
176026	ALEXANDER PRINTING	BUSINESS CARDS	EXECUTIVE ADMIN	111.58
176027	ALEXANDER, PAMELA	UTILITY TAX REBATE	NON-DEPARTMENTAL	73.76
176028	ALFARO, TRINIDAD		NON-DEPARTMENTAL	46.13
176029	ALL BATTERY SALES &	SEALANT, WIRES, CONNECTORS	EQUIPMENT RENTAL	644.86
176030	ALLEGION ACCESS TECH	ADA DOOR CONTROLLER	PARK & RECREATION FAC	1,513.75
176031	ALLIANT INSURANCE	AVL RENEWAL	RISK MANAGEMENT	11,392.00
176032	ALPHA COURIER INC	LAB ANALYSIS	WASTE WATER TREATMENT	81.20
176033	ARI PHOENIX INC	EQUIPMENT REPAIR	EQUIPMENT RENTAL	4,057.66
176034	ARLINGTON HARDWARE	BRASS BUSHING, ADAPTERS	WATER DIST MAINS	451.80
176035	BATES, BRUCE	UTILITY TAX REBATE	UTIL ADMIN	62.47

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
176035	BATES, BRUCE	UTILITY TAX REBATE	NON-DEPARTMENTAL	92.91
	BATES, BRUCE		UTIL ADMIN	296.23
176036	BENHAM, EDWINA		NON-DEPARTMENTAL	46.43
176037	BENNETT, TRICIA	REFUND - HOMESCHOOL ART	PARKS-RECREATION	18.00
176038	BERNER, ELIAS	INTERPRETER SERVICE	COURTS	172.00
176039	BICKFORD FORD	COOLANT HOSE - V026	EQUIPMENT RENTAL	63.01
	BICKFORD FORD	DOOR LATCH ASSEMBLY - V023	EQUIPMENT RENTAL	84.39
	BICKFORD FORD	VALVE COVER - P180	EQUIPMENT RENTAL	135.98
	BICKFORD FORD	COOLANT HOSE - V026	EQUIPMENT RENTAL	162.94
	BICKFORD FORD	SPARK PLUGS, COIL - P180	EQUIPMENT RENTAL	343.59
	BICKFORD FORD	SPARK PLUGS, GASKET - P178	EQUIPMENT RENTAL	343.59
176040	BIES-JOHNSON, TERRY	UB REFUND	GARBAGE	2,000.00
	BIES-JOHNSON, TERRY		WATER/SEWER OPERATION	3,450.71
176041	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	2,313.42
	BILLING DOCUMENT SPE		UTILITY BILLING	2,773.95
176042	BOYS & GIRLS CLUBS	CAPITAL UPGRADES	COMMUNITY	23,425.57
176043	BRADLEY, FAE	UTILITY TAX REBATE	NON-DEPARTMENTAL	54.53
	BRADLEY, FAE		UTIL ADMIN	62.47
	BRADLEY, FAE		UTIL ADMIN	296.23
176044	BROCK, TINA	MUNICIPAL CLERK CONFERENCE	CITY CLERK	129.20
176045	CAPARAS, NANCY	UTILITY TAX REBATE	NON-DEPARTMENTAL	68.31
176046	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	15,231.76
176047	CASCADE NATURAL GAS	NATURAL GAS	WATER FILTRATION PLANT	2,179.83
176048	CASTLE, GEOFFREY	PERFORMANCE AT OPERA HOUSE	OPERA HOUSE	3,000.00
176049	CHARM-TEX, INC.	JAIL SUPPLIES	GENERAL FUND	-17.45
	CHARM-TEX, INC.		DETENTION & CORRECTION	203.15
176050	CHUTE, GAIL	UTILITY TAX REBATE	NON-DEPARTMENTAL	125.18
176051	CLARKE, TIM & LEZLEE		NON-DEPARTMENTAL	92.74
176052	CLEMETSON, VICKI		NON-DEPARTMENTAL	49.71
	CLEMETSON, VICKI		UTIL ADMIN	62.47
176053	COCHRUN, CARLENE		NON-DEPARTMENTAL	60.65
176054	COCKRELL & ASSOCIATE	INSURANCE RECOVERY	SURFACE WATER CAPITAL	2,707.12
176055	COLLINSON, GLENN L.	UTILITY TAX REBATE	NON-DEPARTMENTAL	105.83
176056	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	727.37
176057	COMER, DEAN & LOLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	98.30
176058	COMMERCIAL FIRE	ANNUAL FIRE ALARM TEST	MAINT OF GENL PLANT	77.79
	COMMERCIAL FIRE		MAINT OF GENL PLANT	102.04
	COMMERCIAL FIRE		MAINT OF GENL PLANT	105.22
	COMMERCIAL FIRE		MAINT OF GENL PLANT	604.00
	COMMERCIAL FIRE		MAINT OF GENL PLANT	1,129.00
	COMMERCIAL FIRE		MAINT OF GENL PLANT	1,187.85
176059	CONSSOR NORTH AMER	PROFESSIONAL SERVICE	GMA - STREET	677.42
	CONSSOR NORTH AMER		GMA - STREET	8,785.77
176060	COOP SUPPLY	BALES OF HAY	SIDEWALK MAINTENANCE	16.40
	COOP SUPPLY	PROPANE	ROADWAY MAINTENANCE	47.35
	COOP SUPPLY		ROADWAY MAINTENANCE	78.28
	COOP SUPPLY	GRASS SEED	SIDEWALK MAINTENANCE	149.87
176061	COOPER, JOHN & NANCY	UTILITY TAX REBATE	NON-DEPARTMENTAL	109.74
176062	COPIERS NORTHWEST	COPIER SERVICE	OFFICE OPERATIONS	25.40
	COPIERS NORTHWEST		POLICE PATROL	44.15
	COPIERS NORTHWEST		DETENTION & CORRECTION	44.15
	COPIERS NORTHWEST		MUNICIPAL COURTS	47.24

FOR INVOICES FROM 3/5/2025 TO 3/5/2025

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
176062	COPIERS NORTHWEST	COPIER SERVICE	PROBATION	84.49
	COPIERS NORTHWEST		WASTE WATER TREATMENT	87.61
	COPIERS NORTHWEST		PROPERTY TASK FORCE	87.84
	COPIERS NORTHWEST		FINANCE-GENL	96.23
	COPIERS NORTHWEST		WASTE WATER TREATMENT	107.52
	COPIERS NORTHWEST		GENERAL	109.63
	COPIERS NORTHWEST		UTIL ADMIN	109.63
	COPIERS NORTHWEST		ENGR-GENL	162.13
	COPIERS NORTHWEST		FINANCE-GENL	162.13
	COPIERS NORTHWEST		COMPUTER SERVICES	162.14
	COPIERS NORTHWEST		COMMUNITY	172.24
	COPIERS NORTHWEST		UTILITY BILLING	172.24
	COPIERS NORTHWEST		RECREATION SERVICES	229.60
	COPIERS NORTHWEST		POLICE PATROL	242.19
	COPIERS NORTHWEST		UTIL ADMIN	246.17
	COPIERS NORTHWEST		POLICE INVESTIGATION	261.19
	COPIERS NORTHWEST		LEGAL - PROSECUTION	263.09
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	274.68
	COPIERS NORTHWEST		MUNICIPAL COURTS	281.85
	COPIERS NORTHWEST		EXECUTIVE ADMIN	291.81
	COPIERS NORTHWEST		UTIL ADMIN	319.31
	COPIERS NORTHWEST		RECREATION SERVICES	344.49
	COPIERS NORTHWEST		COMMUNITY SERVICES UNIT	389.67
	COPIERS NORTHWEST		DETENTION & CORRECTION	475.88
	COPIERS NORTHWEST		OFFICE OPERATIONS	630.59
	COPIERS NORTHWEST		POLICE INVESTIGATION	778.64
	COPIERS NORTHWEST		DETENTION & CORRECTION	839.95
176063	CORE & MAIN LP	SENSOR CAP REPLACEMENT	WASTE WATER TREATMENT	1,605.99
	CORE & MAIN LP	WATER METERS	METER READING	6,287.22
176064	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	13,695.60
176065	COUNTRY SUPPLIER	HEAT LAMP, EXTENSION CORD	SEWER LIFT STATION	218.73
176066	CROOK, SHARON	UB REFUND	WATER/SEWER OPERATION	201.90
176067	DATEC, INC	CAR REPAIRS	POLICE PATROL	3,833.10
176068	DEGRAAF, VERONICA	UTILITY TAX REBATE	UTIL ADMIN	62.47
	DEGRAAF, VERONICA		NON-DEPARTMENTAL	126.14
	DEGRAAF, VERONICA		UTIL ADMIN	296.23
176069	DICKEY, NATE	APWA	STORM DRAINAGE	126.00
176070	DICKS TOWING	TOWING J034	EQUIPMENT RENTAL	502.44
176071	DIGIOIA, MICHAEL	UB REFUND	WATER/SEWER OPERATION	132.86
176072	DIXON, ROLLAND	UTILITY TAX REBATE	UTIL ADMIN	62.47
	DIXON, ROLLAND		NON-DEPARTMENTAL	67.68
	DIXON, ROLLAND		UTIL ADMIN	296.23
176073	DOBBS PETERBILT	CREDIT FOR 026P67651	EQUIPMENT RENTAL	-1,755.19
	DOBBS PETERBILT	MARKER LIGHT ASSEMBLIES	ER&R	271.97
	DOBBS PETERBILT		ER&R	271.97
	DOBBS PETERBILT	GASKET, COMPRESSOR - J007	EQUIPMENT RENTAL	2,836.37
176074	DUNLAP INDUSTRIAL	IGNITION COIL - 299	SMALL ENGINE SHOP	94.30
	DUNLAP INDUSTRIAL	PRESSURE WASHING SUPPLIES	SIDEWALK MAINTENANCE	242.33
	DUNLAP INDUSTRIAL	VISE GRIPS	EQUIPMENT RENTAL	272.55
176075	E&E LUMBER	CONCRETE/SIDEWALK SUPPLIES	SIDEWALK MAINTENANCE	21.43
	E&E LUMBER	SOCKET ADAPTER SET	WATER DIST MAINS	29.52
	E&E LUMBER	RODENT PROOFING	WASTE WATER TREATMENT	50.07

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
176075	E&E LUMBER	LEVELS	EQUIPMENT RENTAL	89.13
	E&E LUMBER	HAMMER, SAWHORSE SET	TRANSPORTATION	97.54
	E&E LUMBER	ORGANIZER, WRENCH SET, BINS	WATER DIST MAINS	124.75
	E&E LUMBER	CONCRETE SIDEWALK REPLACEMENT	SIDEWALK MAINTENANCE	313.32
176076	EAST JORDAN IRON WOR	VALVE LID REPLACEMENT	WATER DIST MAINS	304.83
176077	ED'S TRANSMISSION EX	TRANSMISSION REBUILD - V010	EQUIPMENT RENTAL	3,239.66
176078	EDMONDS, SALLY	UTILITY TAX REBATE	NON-DEPARTMENTAL	74.11
176079	ELECTRONIC BUSINESS	GIS PLOTTER SUPPLIES	GIS SERVICES IS	38.29
176080	ENTERPRISE FM TRUST	LEASE CHARGE	EQUIPMENT RENTAL	20,364.58
176081	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	18.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	18.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	20.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	26.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	50.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	50.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	352.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	440.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	440.00
176082	EVERETT TIRE & AUTO	TIRES - P180	EQUIPMENT RENTAL	298.80
176083	EWING IRRIGATION	ANTI-ICE	SNOW & ICE REMOVAL	927.74
176084	FELDMAN & LEE P.S.	PUBLIC DEFENSE CONTRACT	PUBLIC DEFENSE	18,135.00
	FELDMAN & LEE P.S.		PUBLIC DEFENSE	44,865.00
176085	FIRE PROTECTION INC	FIRE ALARM MONITORING FEE - GOLF	GOLF ADMINISTRATION	262.56
	FIRE PROTECTION INC	SECURITY ALARM MONITORING FEE	MAINT OF GENL PLANT	262.56
176086	FRANE, JEAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	232.13
176087	GASPERETTI, KARA	REFUND - HOMESCHOOL ART	PARKS-RECREATION	18.00
176088	GEDDES GOTHARD, RENE	ANIMAL CONTROL ACADEMY	COMMUNITY SERVICES UNIT	989.00
176089	GEISE, DONNA	INSTRUCTOR PAYMENT	RECREATION SERVICES	72.00
176090	GENERAL PACIFIC, INC	DRONE REPAIRS	POLICE PATROL	1,748.21
176091	GIESLER, MARCY & ED	UTILITY TAX REBATE	NON-DEPARTMENTAL	175.46
176092	GLASS FIX LLC	RESEAL PLEXI-GLASS - H013	EQUIPMENT RENTAL	136.75
176093	GOOD, DIANA	UTILITY TAX REBATE	NON-DEPARTMENTAL	34.87
	GOOD, DIANA		UTIL ADMIN	62.47
	GOOD, DIANA		UTIL ADMIN	296.23
176094	GORDON TRUCK CENTER	DOOR HANDLE ASSEMBLY - H002	EQUIPMENT RENTAL	67.61
176095	GRAINGER	DISINFECTING WIPES	WASTE WATER TREATMENT	27.36
	GRAINGER	OPERATING SUPPLIES	WASTE WATER TREATMENT	186.93
	GRAINGER	PUMP REPAIR KIT - 299	EQUIPMENT RENTAL	432.35
176096	GRANICUS	GRANICUS RENEWAL	COMPUTER SERVICES	34,452.69
176097	GRANITE CONST	ASPHALT PATCHES	ROADWAY MAINTENANCE	221.56
	GRANITE CONST		ROADWAY MAINTENANCE	222.26
	GRANITE CONST	SURFACE MOUNT BASE	TRANSPORTATION	771.99
	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	789.70
176098	GRAY, JOYCE	UB REFUND	GARBAGE	126.74
176099	GREENSHIELDS	GASKET	SIDEWALK MAINTENANCE	6.23
	GREENSHIELDS	HOSE/TUBE ASSEMBLY - J007	EQUIPMENT RENTAL	131.57
	GREENSHIELDS	SANDER RIGGING	SNOW & ICE REMOVAL	1,286.87

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
176100	GRICE, DIANA	UTILITY TAX REBATE	NON-DEPARTMENTAL	46.45
176101	GRIFFIS, CHELSEA	REFUND - HOMESCHOOL ART	PARKS-RECREATION	18.00
176102	HACH COMPANY	LIQUID DETECT ASSEMBLY	WASTE WATER TREATMENT	671.72
176103	HARBOR MARINE MAINT.	SALT AWAY	SNOW & ICE REMOVAL	198.74
176104	HAYDEN, JOYCE	UTILITY TAX REBATE	NON-DEPARTMENTAL	63.04
176105	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	13,642.95
176106	HEALTH, DEPT OF	LICENSE RENEWAL	DETENTION & CORRECTION	260.00
176107	HEALTH, DEPT OF	PROJECT/PLAN REVIEW	WATER CAPITAL PROJECTS	1,027.00
176108	HERC RENTALS INC	BOOM LIFT RENTAL	ROADSIDE VEGETATION	3,505.82
176109	HILL, SHERRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	68.39
176110	HOMAGE SENIOR	MINOR HOME REPAIR	COMMUNITY	840.03
	HOMAGE SENIOR	MEALS ON WHEELS	COMMUNITY	2,644.14
	HOMAGE SENIOR		COMMUNITY	2,974.65
	HOMAGE SENIOR	MINOR HOME REPAIR	COMMUNITY	5,570.53
176111	HUTCHISON LAW, LLC	CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
176112	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
	HYLARIDES, LETTIE		COURTS	130.00
	HYLARIDES, LETTIE		COURTS	162.50
	HYLARIDES, LETTIE		COURTS	162.50
	HYLARIDES, LETTIE		COURTS	162.50
176113	IBS, INC.	SCREW EXTRACTOR SET	EQUIPMENT RENTAL	330.26
176114	INGRAHAM, GERRIE P	INSTRUCTOR PAYMENT	RECREATION SERVICES	180.00
176115	INTRADO LIFE & SAFET	E911 SERVICES	COMPUTER SERVICES	519.65
176116	J & B TOOLS, LLC	GRINDER KIT, SOCKET SET	EQUIPMENT RENTAL	613.71
	J & B TOOLS, LLC	JACK STAND SET, SOCKET SET	EQUIPMENT RENTAL	716.00
	J & B TOOLS, LLC	JACK STAND SET	EQUIPMENT RENTAL	722.02
176117	JOHNSON, CRESSA	REFUND - SOCCER	PARKS-RECREATION	90.00
176118	JULZ ANIMAL HOUZ	DOG FOOD	K9 PROGRAM	18.75
176119	KAISER PERMANENTE	EXAMS	TRAINING	470.00
176120	KANEHEN, GREGORY	CHAPLAIN STIPEND	POLICE ADMINISTRATION	750.00
176121	KEEFE, RYAN M	WASHINGTON OPERATOR WORKSHOP	UTIL ADMIN	144.50
176122	KENDALL CHEVROLET	ENGINE ROD/SPRING- P160	EQUIPMENT RENTAL	33.95
176123	KIM, JAMIE S.	PUBLIC DEFENSE	PUBLIC DEFENSE	450.00
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
176124	KPFF CONSULTING	PROFESSIONAL SERVICE	GMA - STREET	27,279.29
176125	LAB/COR	CRYPTOSPORIDIUM/GIARDIA SAMPLING	WATER QUAL TREATMENT	500.00
176126	LACKEY, KERRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	48.78
	LACKEY, KERRY		UTIL ADMIN	62.47
	LACKEY, KERRY		UTIL ADMIN	232.92
176127	LAFAVE, DOUGLAS	UB REFUND	GARBAGE	19.35
	LAFAVE, DOUGLAS		GARBAGE	21.84
	LAFAVE, DOUGLAS		WATER/SEWER OPERATION	182.10
176128	LARSEN, BRIDGETTE	REIMBURSEMENT - MILEAGE	EXECUTIVE ADMIN	58.86
176129	LEE, DAVID	UTILITY TAX REBATE	UTIL ADMIN	62.47
	LEE, DAVID		NON-DEPARTMENTAL	75.78
	LEE, DAVID		UTIL ADMIN	296.23
176130	LES SCHWAB TIRE CTR	TIRES - F006	EQUIPMENT RENTAL	443.08
	LES SCHWAB TIRE CTR	TIRES	ER&R	1,042.45
	LES SCHWAB TIRE CTR		ER&R	1,883.37
	LES SCHWAB TIRE CTR		ER&R	1,964.59
	LES SCHWAB TIRE CTR	TIRES/WHEELS - J024, J064, J065	EQUIPMENT RENTAL	9,111.80

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
176131	LOOMIS	ARMORED SERVICE	MUNICIPAL COURTS	165.06
	LOOMIS		POLICE ADMINISTRATION	165.07
	LOOMIS		COMMUNITY	165.07
	LOOMIS		UTILITY BILLING	165.07
	LOOMIS		GOLF ADMINISTRATION	346.40
176132	MALLAHAN, MARK	REIMBURSEMENT - TEST	UTIL ADMIN	193.00
176133	MANGOLD, BRENDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	76.19
176134	MARYSVILLE, CITY OF	5300 SUNNYSIDE BLVD	SEWER LIFT STATION	68.21
	MARYSVILLE, CITY OF	4708 79TH AVE NE	PARK & RECREATION FAC	124.13
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	127.69
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	151.83
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	154.98
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	314.63
	MARYSVILLE, CITY OF	7115 GROVE ST	GOLF ADMINISTRATION	314.63
	MARYSVILLE, CITY OF	5315 64TH ST NE	PARK & RECREATION FAC	321.81
	MARYSVILLE, CITY OF	7007 GROVE ST	GOLF ADMINISTRATION	1,190.48
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	1,814.95
	MARYSVILLE, CITY OF	6810 84TH ST NE	GOLF ADMINISTRATION	2,336.26
176135	MATCO TOOLS	HOOD PROP ROD TOOL	EQUIPMENT RENTAL	87.47
176136	MCFADDEN, SYLVIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	44.21
176137	MCGAUGHEY, MICHELLE	REFUND - SOCCER	PARKS-RECREATION	90.00
176138	MCKENNA, DAVID	FORCE & CONTROL TACTICS	POLICE PATROL	506.00
176139	MCLOUGHLIN & EARDLEY	EQUIPMENT OUTFITTING - P222	EQUIPMENT RENTAL	94.76
	MCLOUGHLIN & EARDLEY	EQUIPMENT OUTFITTING - P223/P224	EQUIPMENT RENTAL	184.06
	MCLOUGHLIN & EARDLEY	EQUIPMENT OUTFITTING - P225/P226	EQUIPMENT RENTAL	184.06
	MCLOUGHLIN & EARDLEY	EQUIPMENT OUTFITTING - P222	EQUIPMENT RENTAL	268.04
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	307.78
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	338.60
	MCLOUGHLIN & EARDLEY	WHELEN LIBERTY IO BOARD - P221	EQUIPMENT RENTAL	515.93
	MCLOUGHLIN & EARDLEY	EQUIPMENT OUTFITTING - P223/P224	EQUIPMENT RENTAL	536.06
	MCLOUGHLIN & EARDLEY	EQUIPMENT OUTFITTING - P225/P226	EQUIPMENT RENTAL	536.06
	MCLOUGHLIN & EARDLEY	EQUIPMENT OUTFITTING - P223/P224	EQUIPMENT RENTAL	594.11
	MCLOUGHLIN & EARDLEY	EQUIPMENT OUTFITTING - P225/P226	EQUIPMENT RENTAL	594.11
	MCLOUGHLIN & EARDLEY	EQUIPMENT OUTFITTING - P223/P224	EQUIPMENT RENTAL	677.18
	MCLOUGHLIN & EARDLEY	EQUIPMENT OUTFITTING - P225/P226	EQUIPMENT RENTAL	677.18
176140	MEASURE-TECH, INC.	METER CALIBRATION SERVICE	SOURCE OF SUPPLY	1,209.58
176141	MEDINA, GINA	UTILITY TAX REBATE	NON-DEPARTMENTAL	50.85
	MEDINA, GINA		UTIL ADMIN	62.47
	MEDINA, GINA		UTIL ADMIN	232.92
176142	MIRIAM TECHNOLOGIES	WEBCHECK SERVICE - JAN 2025	UTILITY BILLING	918.96
176143	MYER, JANET	UTILITY TAX REBATE	NON-DEPARTMENTAL	54.21
	MYER, JANET		UTIL ADMIN	62.47
	MYER, JANET		UTIL ADMIN	296.23
176144	NAPA AUTO PARTS	CABIN AIR FILTER - H009	EQUIPMENT RENTAL	11.76
	NAPA AUTO PARTS	ANTIFREEZE	SNOW & ICE REMOVAL	22.45
	NAPA AUTO PARTS	DIESEL EXHAUST FLUID	ROADSIDE VEGETATION	279.85
	NAPA AUTO PARTS	STROBE LIGHT KIT, TAILLIGHT BRACKET	ER&R	281.11
176145	NATIONAL BARRICADE	RAILROAD SIGNS	TRANSPORTATION	1,635.95
176146	NEWREZ LLC	APPRAISAL SERVICE	GMA - STREET	1,350.00
176147	NORSTAR INDUSTRIES	BLOW BLADES	ER&R	2,022.26
	NORSTAR INDUSTRIES		EQUIPMENT RENTAL	2,022.26
176148	NORTH CENTRAL	LAB THERMOMETER	WASTE WATER TREATMENT	127.45

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
176148	NORTH CENTRAL	LAB TESTING CHEMICALS	WASTE WATER TREATMENT	534.92
176149	NORTH COAST ELECTRIC	ETHERNET CABLES	WASTE WATER TREATMENT	187.70
176150	NORTHRUP, JENNIFER	UTILITY TAX REBATE	NON-DEPARTMENTAL	35.57
176151	NW DIESEL, LLC	PIT VEHICLE REPAIRED	POLICE PATROL	2,054.11
176152	ODARCHUK, MARIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	111.36
176153	OLSON, SEANNA M	UB REFUND	GARBAGE	10.64
	OLSON, SEANNA M		GARBAGE	12.01
	OLSON, SEANNA M		WATER/SEWER OPERATION	14.86
176154	OREILLY AUTO PARTS	HOSE DISCONNECT TOOL - V026	EQUIPMENT RENTAL	19.67
	OREILLY AUTO PARTS	VALVE SPRING CLAMPS - P160	EQUIPMENT RENTAL	33.89
	OREILLY AUTO PARTS	BELT TENSIONER - P166	EQUIPMENT RENTAL	68.07
	OREILLY AUTO PARTS	AIR/OIL SEPARATOR, FILTER	EQUIPMENT RENTAL	212.90
	OREILLY AUTO PARTS	BRAKE PADS/ROTORS - J008	EQUIPMENT RENTAL	321.49
176155	OTAK	PROFESSIONAL SERVICE	GMA - STREET	3,327.10
176156	PACIFIC POWER BATTER	DURACELL SILVER OXIDE	WATER DIST MAINS	68.44
176157	PACIFIC TOPSOILS	DEBRIS DUMP	PARK & RECREATION FAC	24.70
	PACIFIC TOPSOILS		PARK & RECREATION FAC	24.70
	PACIFIC TOPSOILS	WOOD CHIP DUMP	ROADSIDE VEGETATION	98.80
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	98.80
176158	PERRIN, JAMES	UTILITY TAX REBATE	NON-DEPARTMENTAL	90.21
176159	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	38.98
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	56.43
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	124.94
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	140.32
	PETROCARD SYSTEMS		COMMUNITY	236.31
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	252.14
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	258.42
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	296.32
	PETROCARD SYSTEMS		COMMUNITY	300.55
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	332.78
	PETROCARD SYSTEMS		PARK & RECREATION FAC	2,139.96
	PETROCARD SYSTEMS		GENERAL	2,669.23
	PETROCARD SYSTEMS		PARK & RECREATION FAC	2,815.94
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,050.44
	PETROCARD SYSTEMS		GENERAL	4,172.75
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,154.85
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	6,864.19
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	8,749.64
	PETROCARD SYSTEMS		POLICE PATROL	11,072.88
	PETROCARD SYSTEMS		POLICE PATROL	11,088.02
176160	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	10,695.60
	PGC INTERBAY LLC		MAINTENANCE	13,769.21
176161	PHAM, JOSEPH	INTERPRETER SERVICE	COURTS	156.88
	PHAM, JOSEPH		COURTS	172.00
176162	PLATT ELECTRIC	300 VOLT FUSE	PARK & RECREATION FAC	67.85
176163	PREMIER GOLF CENTERS	MANAGEMENT SERVICE	GOLF ADMINISTRATION	11,009.63
176164	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	450.00
176165	PUD	ACCT #223806431	SEWER LIFT STATION	10.74
	PUD	ACCT #205136245	SEWER LIFT STATION	20.86
	PUD	ACCT #222871949	PARK & RECREATION FAC	34.65
	PUD	ACCT #224162602	PARK & RECREATION FAC	37.70
	PUD	ACCT #204933311	PUMPING PLANT	39.27

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
176165	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	39.27
	PUD	ACCT #202476438	SEWER LIFT STATION	48.58
	PUD	ACCT #201668043	PARK & RECREATION FAC	50.33
	PUD	ACCT #202791166	PUMPING PLANT	51.87
	PUD	ACCT #201610185	TRANSPORTATION	52.69
	PUD	ACCT #201380995	PUMPING PLANT	54.48
	PUD	ACCT #202178158	SEWER LIFT STATION	57.35
	PUD	ACCT #202368536	TRANSPORTATION	67.13
	PUD	ACCT #202140489	TRANSPORTATION	69.23
	PUD	ACCT #202102190	TRANSPORTATION	73.91
	PUD	ACCT #202183679	TRANSPORTATION	75.10
	PUD	ACCT #200571842	TRANSPORTATION	79.36
	PUD	ACCT #202694337	TRANSPORTATION	81.80
	PUD	ACCT #203005160	STREET LIGHTING	82.40
	PUD	ACCT #201672136	SEWER LIFT STATION	83.92
	PUD	ACCT #200827277	TRANSPORTATION	85.29
	PUD	ACCT 202368544	TRANSPORTATION	86.33
	PUD	ACCT #202143111	TRANSPORTATION	93.83
	PUD	ACCT #220792733	STREET LIGHTING	95.80
	PUD	ACCT #202557450	STREET LIGHTING	100.81
	PUD	ACCT #200084036	TRANSPORTATION	116.88
	PUD	ACCT #203231006	TRANSPORTATION	131.15
	PUD	ACCT #201670890	TRANSPORTATION	132.73
	PUD	ACCT #202490637	SEWER LIFT STATION	134.40
	PUD	ACCT #224248013	STREET LIGHTING	149.76
	PUD	ACCT #202463543	SEWER LIFT STATION	151.10
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	201.64
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	201.93
	PUD	ACCT #201065281	PARK & RECREATION FAC	202.09
	PUD	ACCT #203223458	PARK & RECREATION FAC	204.57
	PUD	ACCT #220761803	OPERA HOUSE	209.22
	PUD	ACCT #200070449	TRANSPORTATION	209.96
	PUD	ACCT #202368551	PARK & RECREATION FAC	335.24
	PUD	ACCT #220761175	OPERA HOUSE	343.38
	PUD	ACCT #223521238	STORM DRAINAGE	373.11
	PUD	ACCT #221100092	GMA - STREET	463.22
	PUD	ACCT #200625382	SEWER LIFT STATION	478.60
	PUD	ACCT #202000329	PARK & RECREATION FAC	486.82
	PUD	ACCT #201021698	PARK & RECREATION FAC	662.74
	PUD	ACCT #201021607	PARK & RECREATION FAC	715.76
	PUD	ACCT #202499489	PARK & RECREATION FAC	769.19
	PUD	ACCT #200223857	PARK & RECREATION FAC	979.03
	PUD	ACCT #202689287	WASTE WATER TREATMENT	1,144.72
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,479.90
	PUD	ACCT #200586485	SEWER LIFT STATION	1,683.11
	PUD	ACCT #223505728	PUBLIC SAFETY BLDG	2,599.49
	PUD	ACCT #201577921	PUMPING PLANT	5,908.84
	PUD	ACCT #223003021	NON-DEPARTMENTAL	15,486.77
176166	PULTE HOMES OF WA		WATER/SEWER OPERATION	122.49
176167	PULTE HOMES OF WA	UB REFUND	WATER/SEWER OPERATION	29.23
176168	PULTE HOMES OF WA		WATER/SEWER OPERATION	121.36
176169	QUADIENT FINANCE USA	USPS POSTAGE MACHINE	COMPUTER SERVICES	24.75

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
176169	QUADIENT FINANCE USA	USPS POSTAGE MACHINE	PARK & RECREATION FAC	28.84
	QUADIENT FINANCE USA		PERSONNEL ADMINISTRATION	33.62
	QUADIENT FINANCE USA		COMMUNITY	64.70
	QUADIENT FINANCE USA		LEGAL-GENL	75.69
	QUADIENT FINANCE USA		EXECUTIVE ADMIN	77.29
	QUADIENT FINANCE USA		UTIL ADMIN	151.28
	QUADIENT FINANCE USA		POLICE ADMINISTRATION	410.94
	QUADIENT FINANCE USA		UTILITY BILLING	550.47
	QUADIENT FINANCE USA		FINANCE-GENL	608.20
	QUADIENT FINANCE USA		MUNICIPAL COURTS	2,246.52
176170	RATANA ROSA SHURTZ	INSTRUCTOR PAYMENT	RECREATION SERVICES	96.00
176171	REDWOOD TOXICOLOGY	UA TESTING	PROBATION	25.00
176172	REECE TRUCKING	DUMP BRUSH/DIRT	ROADSIDE VEGETATION	220.64
176173	RESTORICAL RESEARCH	INSURANCE RECOVERY PAYMENT	SURFACE WATER CAPITAL	2,707.12
176174	REYES, JENNIFER DELO	UB REFUND: 8681 58TH ST NE	WATER/SEWER OPERATION	858.90
176175	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	WATER CAPITAL PROJECTS	2,690.37
176176	RIXIR SYSTEMS LLC	MONUMENT SIGN	GMA-PARKS	15,863.00
176177	ROACH, RICHARD	UTILITY TAX REBATE	NON-DEPARTMENTAL	75.77
176178	RWC INTERNATIONAL	CREDIT FOR INV XA115000146:001	EQUIPMENT RENTAL	-37.26
	RWC INTERNATIONAL	BRAKE LIGHT, AIR SWITCH - J007	EQUIPMENT RENTAL	34.51
	RWC INTERNATIONAL	CB/ANTENNA PARTS - J052	EQUIPMENT RENTAL	87.45
176179	SANDOVAL, MARISOL	REFUND - FUN RUN	PARKS-RECREATION	25.00
176180	SANDOVAL, RAMON	UTILITY TAX REBATE	NON-DEPARTMENTAL	29.09
176181	SANSAVER, TAMARA		NON-DEPARTMENTAL	56.16
176182	SAYRE, BETHANY	REFUND - HOMESCHOOL ART	PARKS-RECREATION	18.00
176183	SCHAMP, PAUL	UTILITY TAX REBATE	NON-DEPARTMENTAL	159.68
176184	SEVERSON, KELLY		NON-DEPARTMENTAL	46.89
176185	SIMS, JAMES & WANDA		NON-DEPARTMENTAL	104.64
176186	SISKUN POWER EQUIPMENT	SMALL TOOLS PARTS	EQUIPMENT RENTAL	33.43
	SISKUN POWER EQUIPMENT	PARTS - 599	EQUIPMENT RENTAL	144.03
	SISKUN POWER EQUIPMENT	PARTS - P899	EQUIPMENT RENTAL	321.70
	SISKUN POWER EQUIPMENT	SMALL TOOLS PARTS	EQUIPMENT RENTAL	394.84
176187	SNO CO AUDITOR	SURVEY RECORDING	CAPITAL EXPENDITURES	443.50
176188	SNO CO AUDITOR	COST OF VOTER REGISTRATION	FINANCIAL & RECORDS	96,921.09
176189	SNO CO TREASURER	INMATE HOUSING - JAN 2025	DETENTION & CORRECTION	46,370.49
176190	SNYDER, CANON	MC/DJ SERVICE - DANCE	RECREATION SERVICES	1,600.00
176191	SONITROL	ALARM UPGRADE	UTIL ADMIN	35.76
	SONITROL		UTIL ADMIN	80.00
	SONITROL	SECURITY MONITORING	FACILITY MAINTENANCE	130.99
	SONITROL		FACILITY MAINTENANCE	131.00
	SONITROL		UTIL ADMIN	161.38
	SONITROL		GOLF ADMINISTRATION	179.00
	SONITROL		PARK & RECREATION FAC	203.23
	SONITROL		UTIL ADMIN	287.80
	SONITROL		SUNNYSIDE FILTRATION	298.49
	SONITROL		WASTE WATER TREATMENT	317.14
	SONITROL		WASTE WATER TREATMENT	329.70
	SONITROL		RECREATION SERVICES	331.80
	SONITROL		FACILITY MAINTENANCE	335.00
	SONITROL		OPERA HOUSE	340.39
	SONITROL		MAINT OF GENL PLANT	392.00
	SONITROL		FACILITY MAINTENANCE	399.01

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
176191	SONITROL	ALARM UPGRADE - PW MAINT. BUILDING	UTIL ADMIN	2,316.00
176192	SOUND DIETITIANS	HEART HEALTH	PERSONNEL ADMINISTRATION	360.00
176193	SOUND PUBLISHING	CITY ORDINANCES	CITY CLERK	84.28
176194	SOUND SAFETY	UNIFORM - PALITZ	UTIL ADMIN	421.97
176195	SPRINGBROOK NURSERY	BARK	ROADSIDE VEGETATION	65.27
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	65.27
176196	STATE PATROL	FINGERPRINT ID SERVICE	COMMUNITY	58.00
	STATE PATROL		INTERGOVERNMENTAL	312.00
176197	STRATEGIES 360	PROFESSIONAL SERVICE	GENERAL	3,750.00
	STRATEGIES 360		WASTE WATER TREATMENT	3,750.00
	STRATEGIES 360		UTIL ADMIN	5,000.00
176198	SUNBELT CONTROLS INC	HVAC - LABOR/TROUBLESHOOTING	DETENTION & CORRECTION	375.25
	SUNBELT CONTROLS INC	HVAC - LABOR/TROUBLESHOOTING	POLICE PATROL	1,503.16
176199	SWANSON, ANDREA	REIMBURSEMENT - PERMIT EXAM	COMMUNITY	305.00
176200	SYBK REAL ESTATE LLC	UB REFUND	GARBAGE	249.52
176201	TACOMA SCREW PRODUCT	SCREWS, WASHERS, SOCKET CAP	EQUIPMENT RENTAL	102.98
176202	THORNE, LISA	REFUND - BOWLING	PARKS-RECREATION	11.00
176203	THORSEN, SHARON	UTILITY TAX REBATE	NON-DEPARTMENTAL	104.65
176204	TICOR TITLE COMPANY	PARTIAL RECONVEYANCE FEE	GMA - STREET	494.55
176205	TIERNEY, HELEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	78.91
176206	TRANSPO GROUP	PROFESSIONAL SERVICE	GENERAL	5,721.96
176207	TUCKER, ARNOLD	UTILITY TAX REBATE	NON-DEPARTMENTAL	85.67
176208	USA BLUEBOOK	LAB COAT	UTIL ADMIN	60.70
	USA BLUEBOOK	LAB COATS	UTIL ADMIN	112.41
	USA BLUEBOOK	POWER CORD	WASTE WATER TREATMENT	114.88
	USA BLUEBOOK	VALVE BOX LIFTER	WATER DIST MAINS	1,098.47
176209	VANROSSEN, JEANNETTE	UTILITY TAX REBATE	NON-DEPARTMENTAL	52.46
176210	VERIZON	AMR LINES	METER READING	462.37
176211	VESTIS GROUP INC.	UNIFORM CLEANING	EQUIPMENT RENTAL	38.59
	VESTIS GROUP INC.		EQUIPMENT RENTAL	58.80
176212	VESTIS GROUP INC.	CUSTODIAL CLEANING	CUSTODIAL SERVICES	35.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	148.65
176213	VOLSON, LYTTON	REFUND - BIRTHDAY DEPOSIT	GENERAL FUND	250.00
176214	WALTERS, PATRICK	CHELAN REGIONAL JUSTICE CENTER	POLICE INVESTIGATION	506.00
176215	WAMPLER, NINA	UTILITY TAX REBATE	NON-DEPARTMENTAL	44.74
176216	WASTE MANAGEMENT	RECYCLING SERVICE	RECYCLING OPERATION	527,393.85
176217	WASTEQUIP	GARBAGE CONTAINERS	SOLID WASTE OPERATIONS	25,591.50
176218	WESTERN GRAPHICS	EXTERIOR GRAPHICS - P224	EQUIPMENT RENTAL	922.51
	WESTERN GRAPHICS	EXTERIOR GRAPHICS - P223	EQUIPMENT RENTAL	1,174.13
	WESTERN GRAPHICS	EXTERIOR GRAPHICS - P225/P226	EQUIPMENT RENTAL	2,085.71
176219	WESTERN MECHANICAL &	COURTS/ENG HVAC	MUNICIPAL COURTS	545.90
	WESTERN MECHANICAL &		ENGR-GENL	545.91
	WESTERN MECHANICAL &	JAIL HVAC - REPAIR	DETENTION & CORRECTION	638.86
	WESTERN MECHANICAL &	ENG HVAC - NOISE REPAIR	ENGR-GENL	2,548.47
	WESTERN MECHANICAL &	EXEC HVAC - REPLACEMENT	NON-DEPARTMENTAL	3,478.03
176220	WHITNEY EQUIPMENT CO	COMPOSITE SAMPLER KITS	WASTE WATER TREATMENT	1,230.75
176221	WILKINS, DODGIE	REIMBURSEMENT - TRAVEL	DETENTION & CORRECTION	334.60
176222	ZIMBELMAN, ERVIN	UTILITY TAX REBATE	UTIL ADMIN	62.47
	ZIMBELMAN, ERVIN		NON-DEPARTMENTAL	80.98
	ZIMBELMAN, ERVIN		UTIL ADMIN	296.23
176223	ZIPLY FIBER	ACCT #3606534028	CITY HALL	143.35
176224	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	75.19

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
176225	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	41.98
	ZIPLY FIBER		RECREATION SERVICES	41.99
176226	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	133.23
	ZIPLY FIBER		SUNNYSIDE FILTRATION	144.32

WARRANT TOTAL: **1,595,598.16**

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: **$1,595,598.16**

AGENDA ITEM NO. 7.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 17, 2025
SUBMITTED BY:	Senior Accounting Technician Shannon Early, Finance
ITEM TYPE:	Payroll
AGENDA SECTION:	**Consent**
SUBJECT:	March 10, 2025, Payroll in the Amount of $2,058,657.99 Paid by EFT Transactions and Check Numbers 35589 through 35602

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

AGENDA ITEM NO. 8.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 17, 2025
SUBMITTED BY:	Parks Director Tara Mizell, Parks, Culture, & Recreation
ITEM TYPE:	Agreement
AGENDA SECTION:	**New Business**
SUBJECT:	LINC Northwest Amendment 2
SUGGESTED ACTION:	Recommended Motion: I authorize the Mayor to sign and execute Amendment 2 to the LINC NW contract for use of Jennings Park Office.
SUMMARY:	This amendment will extend the use of the Jennings Park office by LINC NW until March 31, 2027.

ATTACHMENTS:
LINC NW Amendment 2.pdf
LINC NW Original and Amendment 1.pdf
Jennings Tenants Synopsis.pdf

Docusign Envelope ID: 53AF616A-318E-4376-AA3C-2BF7A955208A

LEASE

THIS LEASE AGREEMENT (hereinafter "Lease Agreement"), is effective this 15th day of March, 2023, by and between CITY OF MARYSVILLE (hereinafter the "City") and LINC NW, a Washington nonprofit corporation (hereinafter the "Lessee") as follows:

1. THE PREMISES.

The City does hereby lease to Lessee, and Lessee does hereby lease from City, the building identified on Exhibit A, located at 6915 Armar Road, Marysville WA 98270 (the "Premises"). The Premises constitute a portion of the property with the Tax Parcel Number of 00408900000702 (the "Property"). This Lease is for the Premises only, and for no other portions of the Property.

2. LESSEE'S PURPOSE.

The Premises are to be used for the purpose of conducting Lessee's community service operations. This purpose will in-part be accomplished by permitting the use office space by third parties as contemplated by Section 7.

3. TERM.

The term of this Lease Agreement shall commence on March 15 2023 and end on March 31, 2025. LINC NW has the option to extend the term of this Lease Agreement by one additional one-year term by providing the City with six months' written notice prior the termination of the original term. All the terms and conditions of this Lease Agreement will apply to the additional one-year term.

4. RENT/CONSIDERATION.

There will be no monthly rental amounts due under this Lease Agreement; rather the Lessee's provision of public services is good and valuable consideration. Lessee will be responsible for any leasehold excise taxes and all associated penalties and fees, in the event any are assessed in relation to this Lease Agreement.

5. DEPOSITS.

There will be no deposits due under this Lease Agreement.

6. UTILITIES.

The Premises does not have separate meters or accounts for utilities (which utilities comprise of garbage, propane, security alarm services, garbage, sewer, and water); rather such utilities are allocated to the Property as a whole. The parties estimate that Premises' proportional use of such utilities will be $700.00 per month, which the Lessee will pay to the City by the 5th day of each month. In the event that the parties agree to renew this Lease for an additional term per Section 3, then the City may adjust the monthly utility payments to better reflect the Premises' actual proportional utility use from the prior year.

7. CONTRACTORS.

The Lessee intends to permit certain contractors to use the Premises, which contractors are intended to further the Lessee's community service goals. The City must approve any such

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use of the Premises by a contractor prior to said contractor being allowed to enter and utilize the Premises. Such approval will be accomplished by the execution of a Contractor Approval Agreement, the form of which is attached hereto as **Exhibit B**. Failure by Lessee to obtain such approval will be considered a default of the terms of this lease and allow the City to terminate the Lease Agreement immediately.

8. NO ADVERSE IMPACT TO ADJACENT PROPERTY.

The Lessee's activities (and the activities of any subtenant, contractor, or invitee) must not have any adverse impact on adjacent properties, including the adjacent park. What constitutes an adverse impact will be determined in the sole discretion of the City. In the event that the City determines that there is an adverse impact (caused by the Lessee or by any of Lessee's invitees, contractors, or subtenants), then the City will provide notice to the Lessee of the adverse impact, and the Lessee will have five calendar days to correct the adverse impact. If the City determines that the Lessee has failed to correct the adverse impact, then the City may immediately terminate this Lease Agreement.

9. TERMINATION.

Except as otherwise described in this Lease Agreement, either party may terminate this Lease Agreement by providing ninety (90) days' notice to the other party.

10. REPAIRS.

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

11. INDEMNITY/HOLD HARMLESS.

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

B. City Not Liable. City shall not be liable for any damage, either to person or property, sustained by Lessee or Lessee's customers, invitees, contractors, or subtenants, caused by any defects now in said Premises or hereafter occurring therein, or any part or appurtenance thereof, becoming in need of repair, or caused by fire or by bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of employees or other occupants of the Premises, or any other persons, or due to the happening of any accident from whatsoever cause in and about said Premises. In addition, the City shall not be liable for injury to the Lessee's business or assets or any loss of income therefrom or for damage to the Lessee's employees, invitees, customers, contractors, subtenants, or any other person in or about the Premises.

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C. Indemnity. The Lessee shall defend, indemnify and hold harmless the City, its officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the Premises and from any activity, work or thing done, permitted, or suffered by the Lessee (or any invitee, contractor, or subtenant) in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

D. Survival. The provisions of this Section 11 shall survive expiration or termination of this Lease.

12. CARE OF PREMISES.

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

13. LIENS AND INSOLVENCY.

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

14. ASSIGNMENT.

Except as otherwise described herein for third party contactor use of the Premises as described in Section 7, the Lessee shall not, without the written consent of the City, let or sublet the whole or any part thereof, nor assign this Lease or any part thereof without the written consent of the City.

15. ACCESS.

The Lessee will allow the City or the City's agents free access at all reasonable times to the Premises for the purpose of inspection or of making repairs, additions, alterations, or performing landscaping or yardwork to/at the Premises or any property owned by or under the control of the City, but this right shall not be construed as an agreement on the part of the City to make any repairs, all of such repairs to be made by the Lessee as aforesaid. Lessee agrees that at the expiration or sooner termination of this Lease, Lessee will quit and surrender the said Premises without notice, and in a neat and clean condition, and shall deliver up all keys belonging to said Premises to the City.

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16. FIRE AND OTHER CASUALTY.

In the event the Premises are destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenantable in whole or in a substantial part thereof, it shall be optional with the City to rebuild or repair the same; and after the happening of any such contingency, the Lessee shall give City immediate written notice thereof. The City shall have not more than 30 days after date of such notification to notify the Lessee in writing of the City's intentions to rebuild or repair said Premises, or the part so damaged.

17. NOTICES.

Any notice required to be served in accordance with the terms of this Lease shall be sent by registered mail, the notice from the Lessee to be sent to: 501 Delta Avenue, Marysville, WA 98270, Attention Parks Department, or address later provided to the Lessee, and the notice from the City to be sent to the leased Premises.

18. ALTERATIONS.

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

19. DEFAULT AND RE-ENTRY.

If Lessee violates or defaults in any of the requirements contained in this Lease Agreement, then the City may cancel this Lease upon giving notice required by law, and re-enter said Premises.

20. NON-WAIVER OF BREACH.

The failure of the City to insist upon strict performance of any of the rights or requirements of this Lease shall not be construed to be a waiver or relinquishment of such rights or requirements, and the same shall remain in full force and effect.

21. HEIRS AND SUCCESSORS.

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

22. HOLD-OVER.

In the event there is any holdover after expiration of this Lease, then a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease Agreement at a monthly rental rate of $3,000 per month, unless otherwise agreed in writing. Such month-to-month tenancy shall be terminable on thirty (30) days' notice by either party.

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23. INSURANCE.

A. Insurance Term. The Lessee shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Premises and its facilities and the activities of the Lessee and its clients, guests, invitees, contractors, subtenants, representatives, volunteers and employees.

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

C. Required Insurance. The Lessee's required insurance shall be as follows:

General Liability Insurance. General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an additional insured on the Lessee's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate for each Residence.

Property Insurance**.** During the Lease term, the Lessee shall pay for and maintain special form cause of loss coverage property insurance (with coverage for earthquake and, if the Premises is in a flood plain, flood damage) for the Premises in the amount of their full replacement value, with a deductible of not more than $5,000.00. The property insurance policy shall name the Lessee as the insured and the City as additional insured.

Primary. The insurance policy shall contain, or be endorsed to contain that the Lessee's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.

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

E. Certificate of Insurance and Acceptability of Insurers. The Lessee shall provide a certificate of insurance evidencing the required insurance before using the Premises.

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

G. Waiver of Subrogation. Lessee hereby grants to the City a waiver of subrogation which any insurer may acquire against the City, its officers, officials, employees, and volunteers, from Lessee by virtue of the payment of any loss. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

24. HAZARDOUS MATERIAL.

The Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises by the Lessee, its agents, employees, contractors, subcontractors, subtenants, or invitees, under any circumstances. If the Lessee breaches the obligations stated in the preceding sentence, then the Lessee shall indemnify, defend and hold the City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses resulting from such breach. This indemnification obligation includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. The Lessee shall immediately notify the City of any inquiry, investigation or notice that the Lessee may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

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

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

25. TIME IS OF THE ESSESNCE. Time is of the essence with regards to this Lease Agreement.

26. ENTIRE AGREEMENT.

This Lease contains all of the covenants and agreements between the City and Lessee relating to the Premises. No prior or contemporaneous agreements or understanding pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by the City and Lessee.

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27. SEVERABILITY.

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

28. GOVERNING LAW.

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

29. MEMORANDUM OF LEASE.

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

30. AUTHORITY OF PARTIES.

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

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

CITY:	**LESSEE:**
CITY OF MARYSVILLE	LINC NW
_____	_____ Signed by: Ryan Brown F1FA280D8FC14B9... _____
JON NEHRING, Mayor	[NAME] Ryan Brown Its: [Title] Executive Director

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EXHIBIT A

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EXHIBIT B

CONTRACTOR APPROVAL AGREEMENT

THIS CONTRACTOR APPROVAL AGREEMENT ("Contractor Approval"), is effective this as of the last signature date below, by and between CITY OF MARYSVILLE (hereinafter the "City") and LINC NW, a Washington nonprofit corporation (hereinafter the "Lessee") as follows:

1. PRIMARY LEASE. The City and LINC NW are parties to that lease agreement (the "Primary Lease Agreement") which is attached hereto as **Exhibit A**. Pursuant to the Primary Lease Agreement, LINC NW intends to allow the following contractor to use a portion of the Premises (as that term is defined in the Primary Lease Agreement): _____ (the "Contractor").

2. CONTRACTOR ACTIVITIES.

   a. Portion of Premises to be Utilized. The Contractor will be allowed to use the following described portion of the Premises:

   b. Contractor Activities. The Contractor intends the use the portion of the Premises described above to engage in the following activities:

3. TERM NOT TO EXCEED PRIMARY LEASE AGREEMENT. The Contractor's term of use of the Premises shall not exceed the term of the Primary Lease Agreement.

4. CITY APPROVAL REQUIRED. The Contractor will not be allowed to utilize the Premises until City approval is achieved by the execution of this Contractor Approval.

5. INDEMNIFICATION ACKNOWLEDGEMENT. LINC NW acknowledges that, pursuant to Section 11 of the Primary Lease Agreement, it will defend, indemnify, and hold harmless the City for any and all claims, suits, actions or liabilities of any nature or description that arise in any way out of the Contractor's use of the Premises.

6. NO ADVERSE IMPACTS. Pursuant to Section 8 of the Primary Lease Agreement, LINC NW acknowledges that the Contractor's activities will not have any adverse impacts on adjacent properties or parks.

7. COMPLIANCE WITH PRIMARY LEASE. LINC NW must ensure that the Contractor's activities are in compliance with and do not result in any conflicts with the

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Primary Lease Agreement. Without limiting the foregoing, the Contractor will not impair the Premises, make any alterations, or bring any hazardous materials onto the Premises.

8. CITY TERMINATION OF APPROVAL. In the event that the City, in its sole determination, determines that the Contractor's activities are in breach of this Contractor Approval or are otherwise in conflict with the Primary Lease Agreement as described above, then the City will notify the Lessee of such determination, and the Lessee will have five calendar days to correct any issues as identified by the City. If the City determines that the Lessee has failed to correct these issues, then the City may immediately terminate this Contractor Approval, and the Lessee will ensure that the Contractor immediately vacates the Premises. Nothing contained in this Section 8 will be deemed to impair or reduce any other remedy that the City has as described in the Primary Lease Agreement or at law.

IN WITNESS WHEREOF the parties hereto have executed this Contractor Approval as of the last signature date below.

CITY OF MARYSVILLE	LINC NW
	Signed by: Ryan Brown F1FA280D8FC14B9...
JON NEHRING, Mayor	Ryan Brown, Executive Director
	Date: 2/21/2025
Date:	

Issue Date 5/23/2024 **Cert #:0000042675**

NON PROFIT INSURANCE PROGRAM

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE COVERAGE AGREEMENT MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENT, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM ADMINISTRATOR	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	**GENERAL LIABILITY** **NPIP / Munich Re. et al.** **AUTOMOBILE LIABILITY** **NPIP / Munich Re. et al.** **PROPERTY** **NPIP / Munich Re. et al.** **MISCELLANEOUS PROFESSIONAL LIABILITY** **NPIP / Munich Re. et al.**
COVERED PARTY	
LINC NW Across A Kingdom 1424 - 172nd Street NE Marysville, WA 98271	

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE AGREEMENT. LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE OF COVERAGE	COVERAGE NUMBER	EFF DATE	EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	NPIP242562420	6/1/2024	6/1/2025	PER OCCURRENCE	$1,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	$2,000,000
INCLUDES STOP GAP – EMPLOYERS LIABILITY				PRODUCT-COMP/OP	$1,000,000
				PERSONAL & ADV. INJURY	$1,000,000
(LIABILITY IS SUBJECT TO A $350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	NPIP242562420	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT	$1,000,000
(LIABILITY IS SUBJECT TO A $350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
	NPIP242562420	6/1/2024	6/1/2025	ALL RISK PER OCC EXCL EQ & FL	$100,000,000
				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A $350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
MISCELLANEOUS PROFESSIONAL LIABILITY					
	NPIP242562420	6/1/2024	6/1/2025	PER CLAIM	$1,000,000
(LIABILITY IS SUBJECT TO A $350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	$40,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding lease of 6915 Armar Rd, Marysville, WA. City of Marysville is named as Additional Covered Party regarding this leased location only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.

CANCELLATION NOTICE: SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
City of Marysville 1049 State Ave Marysville, WA 98270	Chelsey Key

Coverage Number: NPIP242562420
Cert #:0000042675

Effective Date: 6/1/2024
Issue Date 5/23/2024

ADDITIONAL COVERED PARTY – DESIGNATED PERSON OR ORGANIZATION (GENERAL LIABILITY)

THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY

This endorsement modifies Coverage provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the Coverage Agreement effective on the inception date of the Coverage Agreement unless another date is indicated above. Providing the certificate of coverage that this endorsement is attached to has been issued by and is on file with the Company, the following applies.

SCHEDULE

Person or Organization (Additional **Covered Party**):

City of Marysville
1049 State Ave
Marysville, WA 98270

Description of Activities / Operations / Designated Premises:

Regarding lease of 6915 Armar Rd, Marysville, WA. City of Marysville is named as Additional Covered Party regarding this leased location only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.

A. With respects to the General Liability Coverage Part only, the definition of **Covered Party** in the Liability Conditions, Definitions and Exclusions section of this Coverage Agreement is amended to include as a **Covered Party** the Person or Organization shown in the above Schedule. Such Person or Organization is a **Covered Party** only with respect to liability for **Bodily Injury**, **Property Damage**, or **Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

    1. In performance of your ongoing operations; or
    2. In connection with your premises owned or rented to you.

B. The Limits of Coverage applicable to the additional **Covered Party** are those specified in either the:

    1. Written contract or written agreement; or
    2. Declarations for this Coverage Agreement,

whichever is less. These Limits of Coverage are inclusive and not in addition to the Limits of Coverage shown in the Declarations.

All other terms and conditions remain unchanged.

LEASE

THIS LEASE AGREEMENT (hereinafter "Lease Agreement"), is effective this 15th day of March, 2023, by and between CITY OF MARYSVILLE (hereinafter the "City") and LINC NW, a Washington nonprofit corporation (hereinafter the "Lessee") as follows:

1. THE PREMISES.

The City does hereby lease to Lessee, and Lessee does hereby lease from City, the building identified on Exhibit A, located at 6915 Armar Road, Marysville WA 98270 (the "Premises"). The Premises constitute a portion of the property with the Tax Parcel Number of 00408900000702 (the "Property"). This Lease is for the Premises only, and for no other portions of the Property.

2. LESSEE'S PURPOSE.

The Premises are to be used for the purpose of conducting Lessee's community service operations. This purpose will in-part be accomplished by permitting the use office space by third parties as contemplated by Section 7.

3. TERM.

The term of this Lease Agreement shall commence on March 15 2023 and end on March 31, 2025. LINC NW has the option to extend the term of this Lease Agreement by one additional one-year term by providing the City with six months' written notice prior the termination of the original term. All the terms and conditions of this Lease Agreement will apply to the additional one-year term.

4. RENT/CONSIDERATION.

There will be no monthly rental amounts due under this Lease Agreement; rather the Lessee's provision of public services is good and valuable consideration. Lessee will be responsible for any leasehold excise taxes and all associated penalties and fees, in the event any are assessed in relation to this Lease Agreement.

5. DEPOSITS.

There will be no deposits due under this Lease Agreement.

6. UTILITIES.

The Premises does not have separate meters or accounts for utilities (which utilities comprise of garbage, propane, security alarm services, garbage, sewer, and water); rather such utilities are allocated to the Property as a whole. The parties estimate that Premises' proportional use of such utilities will be $700.00 per month, which the Lessee will pay to the City by the 5th day of each month. In the event that the parties agree to renew this Lease for an additional term per Section 3, then the City may adjust the monthly utility payments to better reflect the Premises' actual proportional utility use from the prior year.

7. CONTRACTORS.

The Lessee intends to permit certain contractors to use the Premises, which contractors are intended to further the Lessee's community service goals. The City must approve any such

ORIGINAL

use of the Premises by a contractor prior to said contractor being allowed to enter and utilize the Premises. Such approval will be accomplished by the execution of a Contractor Approval Agreement, the form of which is attached hereto as **Exhibit B**. Failure by Lessee to obtain such approval will be considered a default of the terms of this lease and allow the City to terminate the Lease Agreement immediately.

8. NO ADVERSE IMPACT TO ADJACENT PROPERTY.

The Lessee's activities (and the activities of any subtenant, contractor, or invitee) must not have any adverse impact on adjacent properties, including the adjacent park. What constitutes an adverse impact will be determined in the sole discretion of the City. In the event that the City determines that there is an adverse impact (caused by the Lessee or by any of Lessee's invitees, contractors, or subtenants), then the City will provide notice to the Lessee of the adverse impact, and the Lessee will have five calendar days to correct the adverse impact. If the City determines that the Lessee has failed to correct the adverse impact, then the City may immediately terminate this Lease Agreement.

9. TERMINATION.

Except as otherwise described in this Lease Agreement, either party may terminate this Lease Agreement by providing ninety (90) days' notice to the other party.

10. REPAIRS.

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

11. INDEMNITY/HOLD HARMLESS.

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

B. City Not Liable. City shall not be liable for any damage, either to person or property, sustained by Lessee or Lessee's customers, invitees, contractors, or subtenants, caused by any defects now in said Premises or hereafter occurring therein, or any part or appurtenance thereof, becoming in need of repair, or caused by fire or by bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of employees or other occupants of the Premises, or any other persons, or due to the happening of any accident from whatsoever cause in and about said Premises. In addition, the City shall not be liable for injury to the Lessee's business or assets or any loss of income therefrom or for damage to the Lessee's employees, invitees, customers, contractors, subtenants, or any other person in or about the Premises.

ORIGINAL

C. Indemnity. The Lessee shall defend, indemnify and hold harmless the City, its officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the Premises and from any activity, work or thing done, permitted, or suffered by the Lessee (or any invitee, contractor, or subtenant) in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

D. Survival. The provisions of this Section 11 shall survive expiration or termination of this Lease.

12. CARE OF PREMISES.

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

13. LIENS AND INSOLVENCY.

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

14. ASSIGNMENT.

Except as otherwise described herein for third party contactor use of the Premises as described in Section 7, the Lessee shall not, without the written consent of the City, let or sublet the whole or any part thereof, nor assign this Lease or any part thereof without the written consent of the City.

15. ACCESS.

The Lessee will allow the City or the City's agents free access at all reasonable times to the Premises for the purpose of inspection or of making repairs, additions, alterations, or performing landscaping or yardwork to/at the Premises or any property owned by or under the control of the City, but this right shall not be construed as an agreement on the part of the City to make any repairs, all of such repairs to be made by the Lessee as aforesaid. Lessee agrees that at the expiration or sooner termination of this Lease, Lessee will quit and surrender the said Premises without notice, and in a neat and clean condition, and shall deliver up all keys belonging to said Premises to the City.

16. FIRE AND OTHER CASUALTY.

In the event the Premises are destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenantable in whole or in a substantial part thereof, it shall be optional with the City to rebuild or repair the same; and after the happening of any such contingency, the Lessee shall give City immediate written notice thereof. The City shall have not more than 30 days after date of such notification to notify the Lessee in writing of the City's intentions to rebuild or repair said Premises, or the part so damaged.

17. NOTICES.

Any notice required to be served in accordance with the terms of this Lease shall be sent by registered mail, the notice from the Lessee to be sent to: 501 Delta Avenue, Marysville, WA 98270, Attention Parks Department, or address later provided to the Lessee, and the notice from the City to be sent to the leased Premises.

18. ALTERATIONS.

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

19. DEFAULT AND RE-ENTRY.

If Lessee violates or defaults in any of the requirements contained in this Lease Agreement, then the City may cancel this Lease upon giving notice required by law, and re-enter said Premises.

20. NON-WAIVER OF BREACH.

The failure of the City to insist upon strict performance of any of the rights or requirements of this Lease shall not be construed to be a waiver or relinquishment of such rights or requirements, and the same shall remain in full force and effect.

21. HEIRS AND SUCCESSORS.

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

22. HOLD-OVER.

In the event there is any holdover after expiration of this Lease, then a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease Agreement at a monthly rental rate of $3,000 per month, unless otherwise agreed in writing. Such month-to-month tenancy shall be terminable on thirty (30) days' notice by either party.

23. INSURANCE.

A. Insurance Term. The Lessee shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Premises and its facilities and the activities of the Lessee and its clients, guests, invitees, contractors, subtenants, representatives, volunteers and employees.

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

C. Required Insurance. The Lessee's required insurance shall be as follows:

General Liability Insurance. General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an additional insured on the Lessee's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate for each Residence.

Property Insurance. During the Lease term, the Lessee shall pay for and maintain special form cause of loss coverage property insurance (with coverage for earthquake and, if the Premises is in a flood plain, flood damage) for the Premises in the amount of their full replacement value, with a deductible of not more than $5,000.00. The property insurance policy shall name the Lessee as the insured and the City as additional insured.

Primary. The insurance policy shall contain, or be endorsed to contain that the Lessee's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.

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

E. Certificate of Insurance and Acceptability of Insurers. The Lessee shall provide a certificate of insurance evidencing the required insurance before using the Premises.

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

G. Waiver of Subrogation. Lessee hereby grants to the City a waiver of subrogation which any insurer may acquire against the City, its officers, officials, employees, and volunteers, from Lessee by virtue of the payment of any loss. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

24. HAZARDOUS MATERIAL.

The Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises by the Lessee, its agents, employees, contractors, subcontractors, subtenants, or invitees, under any circumstances. If the Lessee breaches the obligations stated in the preceding sentence, then the Lessee shall indemnify, defend and hold the City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses resulting from such breach. This indemnification obligation includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. The Lessee shall immediately notify the City of any inquiry, investigation or notice that the Lessee may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

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

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

25. TIME IS OF THE ESSESNCE. Time is of the essence with regards to this Lease Agreement.

26. ENTIRE AGREEMENT.

This Lease contains all of the covenants and agreements between the City and Lessee relating to the Premises. No prior or contemporaneous agreements or understanding pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by the City and Lessee.

27. SEVERABILITY.

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

28. GOVERNING LAW.

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

29. MEMORANDUM OF LEASE.

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

30. AUTHORITY OF PARTIES.

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

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

CITY:	**LESSEE:**
CITY OF MARYSVILLE	LINC NW
JON NEHRING, Mayor	[NAME] Its: [Title]

EXHIBIT A

EXHIBIT B

CONTRACTOR APPROVAL AGREEMENT

THIS CONTRACTOR APPROVAL AGREEMENT ("Contractor Approval"), is effective this as of the last signature date below, by and between CITY OF MARYSVILLE (hereinafter the "City") and LINC NW, a Washington nonprofit corporation (hereinafter the "Lessee") as follows:

1. PRIMARY LEASE. The City and LINC NW are parties to that lease agreement (the "Primary Lease Agreement") which is attached hereto as **Exhibit A**. Pursuant to the Primary Lease Agreement, LINC NW intends to allow the following contractor to use a portion of the Premises (as that term is defined in the Primary Lease Agreement): _____ (the "Contractor").

2. CONTRACTOR ACTIVITIES.

   a. Portion of Premises to be Utilized. The Contractor will be allowed to use the following described portion of the Premises:

   b. Contractor Activities. The Contractor intends the use the portion of the Premises described above to engage in the following activities:

3. TERM NOT TO EXCEED PRIMARY LEASE AGREEMENT. The Contractor's term of use of the Premises shall not exceed the term of the Primary Lease Agreement.

4. CITY APPROVAL REQUIRED. The Contractor will not be allowed to utilize the Premises until City approval is achieved by the execution of this Contractor Approval.

5. INDEMNIFICATION ACKNOWLEDGEMENT. LINC NW acknowledges that, pursuant to Section 11 of the Primary Lease Agreement, it will defend, indemnify, and hold harmless the City for any and all claims, suits, actions or liabilities of any nature or description that arise in any way out of the Contractor's use of the Premises.

6. NO ADVERSE IMPACTS. Pursuant to Section 8 of the Primary Lease Agreement, LINC NW acknowledges that the Contractor's activities will not have any adverse impacts on adjacent properties or parks.

7. COMPLIANCE WITH PRIMARY LEASE. LINC NW must ensure that the Contractor's activities are in compliance with and do not result in any conflicts with the

Primary Lease Agreement. Without limiting the foregoing, the Contractor will not impair the Premises, make any alterations, or bring any hazardous materials onto the Premises.

8. CITY TERMINATION OF APPROVAL. In the event that the City, in its sole determination, determines that the Contractor's activities are in breach of this Contractor Approval or are otherwise in conflict with the Primary Lease Agreement as described above, then the City will notify the Lessee of such determination, and the Lessee will have five calendar days to correct any issues as identified by the City. If the City determines that the Lessee has failed to correct these issues, then the City may immediately terminate this Contractor Approval, and the Lessee will ensure that the Contractor immediately vacates the Premises. Nothing contained in this Section 8 will be deemed to impair or reduce any other remedy that the City has as described in the Primary Lease Agreement or at law.

IN WITNESS WHEREOF the parties hereto have executed this Contractor Approval as of the last signature date below.

CITY OF MARYSVILLE	LINC NW
JON NEHRING, Mayor	Ryan Brown, Executive Director
Date: 3/08/23	Date: 3/22/2023

AMENDMENT NO. 1 TO LEASE AGREEMENT BETWEEN CITY OF MARYSVILLE AND LINC NW

THIS AMENDMENT NO. 1 ("Supplemental Agreement No. 1") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation ("City") and the LINC NW, a Washington non-profit corporation ("Lessee").

WHEREAS, the parties hereto have previously entered into a lease agreement, whereby the City leased to Lessee the property located at 6915 Armar Road, Marysville WA 98270 (APN 00408900000702) (the "Lease Agreement"), said Lease Agreement made effective March 15, 2023; and

WHEREAS, the parties desire to amend Section 4 of the Lease Agreement, to better clarify that Lessee is required to pay leasehold excise taxes; and

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

1. Section 4 of the Lease Agreement is hereby amended to read as follows:

   "There will be no monthly rental amounts due under this Lease Agreement; rather the Lessee's provision of public services is good and valuable consideration. Lessee is responsible for all leasehold excise taxes and all associated penalties and fees.

2. Each and every provision of the Lease Agreement shall remain in full force and effect, except as modified herein.

[SIGNATURES LOCATED ON FOLLOWING PAGE]

DATED this 14th day of November, 2023.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of November, 2023.

LINC NW

By _____
[Name] Ryan Brown
Its: [Title] President/CEO

ATTEST/AUTHENTICATED:

Tina Brock
Tina Brock, ~~Deputy~~ City Clerk

Approved as to form:

_____
Jon Walker, City Attorney

LINC NW:
LINC NW, Marysville's Certified Family Resource Center, empowers individuals and families to overcome challenges, build resilience, and thrive. We strengthen the Marysville community by providing a range of programs and services, including basic needs, youth and family support, and community building initiatives. We are committed to building a stronger community, one family at a time.

C-Suite Center for HOPE:
As Marysville's first cancer patient navigation and resource center, The C-Suite helps adult and pediatric patients by identifying and removing barriers to timely access to healthcare, alleviating the stress of their cancer treatment protocol.

We do this by providing access to financial assistance programs, cancer education, transportation, comfort care items, and coordination of care with patient care teams.

The C-Suite's strategic partnerships with the innovators at Fred Hutch Cancer Research Center, The State of Washington Department of Health, The American Cancer Society, and the Leukemia and Lymphoma Society, provide leading-edge navigation and care for our cancer patients here in Marysville.

TEEN Network:
TEEN Network is a nonprofit organization dedicated to supporting high-risk and homeless youth in Snohomish County. We offer resources and navigation services to empower young people, helping them overcome barriers, access essential services, and build pathways toward stability and success.

ChildCare Aware:
Childcare Aware of Washington is a resource and referral agency that helps families find quality childcare in their area. They offer a database of licensed childcare providers, information on financial assistance, and tips on what to look for in a provider. They also provide resources for providers and work to improve the quality of childcare in Washington state.

AGENDA ITEM NO. 9.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 17, 2025
SUBMITTED BY:	Grant Coordinator Kari Chennault, Parks, Culture, & Recreation
ITEM TYPE:	Interlocal Agreement
AGENDA SECTION:	**New Business**
SUBJECT:	Interlocal Agreement Between Snohomish County and the City of Marysville for Strawberry Fields Athletic Complex
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to sign and execute the Interlocal Agreement with Snohomish County.
SUMMARY:	The County Executive and the County Council have determined that it is consistent with the Snohomish County Parks and Recreation Element and is in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity. Snohomish County has provided the City of Marysville with $100,000 via their Real Estate Excise Tax (REET) II fund to support the City's Strawberry Fields Athletic Complex Improvement Project.

ATTACHMENTS:
Strawberry Fields ILA.pdf

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE FOR STRAWBERRY FIELDS ATHLETIC COMPLEX IMPROVEMENTS

This INTERLOCAL AGREEMENT (the "Agreement"), is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF MARYSVILLE, a Washington municipal corporation (the "City"), collectively the "Parties," pursuant to chapter 39.34 RCW.

RECITALS

A. The 2024 Snohomish County Parks and Recreation Element, a component of the Snohomish County Growth Management Act Comprehensive Plan, has documented a County-wide need for a wide variety of recreational facilities; and

B. The County Executive and the County Council have determined that it is consistent with the Snohomish County Parks and Recreation Element and is in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

C. Amended Ordinance 24-081, included $1,600,000 of REET II funds, collected pursuant to chapter 82.46 RCW, to be split equally between the five council districts for Council/City Partnership Projects; and

D. The County Council adopted benchmarks for Council/City Partnership Projects through Motion 23-259; and

E. Pursuant to the adopted benchmarks, the Council identified various projects for inclusion in the Council/City Partnership Projects; and

F. One of the identified Council/City projects is the City's Strawberry Fields Athletic Complex Improvements ("the Project") which will upgrade the Strawberry Fields Athletic Complex by turfing additional multi-sport fields and providing the associated amenities needed; and

G. Snohomish County has agreed to provide ONE HUNDRED THOUSAND DOLLARS ($100,000) of REET II funds (the "Funds") in support of the Project; and

H. The City has provided the following: copy of submission form for County funds (Attachment A, attached hereto and incorporated herein by reference); proof of City's ownership of the Project property (Attachment B, attached hereto and incorporated herein by this reference); relevant portions of the City's Capital Facilities Plan ("CFP") identifying the Project (Attachment C, attached hereto and incorporated herein by this reference); and proof of insurance (Attachment D, attached hereto and incorporated herein by this reference); and

I. Pursuant to this Agreement, the County wishes to provide, and the City wishes to

accept, the above-described Funds from the County.

AGREEMENT

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

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County's provision of the funds to the City's Project located at 6100 152nd Street NE, Marysville, WA 98271 (the "Property").

2. Effective Date and Duration.

This Agreement shall take effect when it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2027, unless earlier terminated pursuant to the provisions of Section 12 below; PROVIDED HOWEVER, that each party's obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Rich Patton, Parks Manager
Snohomish County Parks & Recreation
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6618 phone
Rich.Patton@snoco.org

City's Initial Administrator:

Tara Mizell, Director
City of Marysville Parks, Culture and Recreation
1015 State Ave
Marysville, WA 98270
360-363-8404
tmizell@marysvillewa.gov

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. Project Performance.

4.1 Certification of Real Property Interest. The City certifies to the County that the City owns the Property, as evidenced by Exhibit B, and additional real property or easements are not needed to complete the Project.

4.2 City's Financial Commitment. The City certifies to the County that the City will have sufficient monies to complete the Project by the Project deadline identified in Section 4.4 below (the "City's Financial Commitment") and that the Project was included in the City's CFP as evidenced by Attachment C.

4.3 Project Completion. The City shall complete the Project as detailed in Attachment A.

4.4 Project Deadline. On or before December 31, 2027, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.5 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.5.1 Upon completion of the Project or dedication of the completed Project, whichever comes first, the City shall install at the Project site a plaque in a form approved by the County that indicates that the County is a financial sponsor of, or contributor to, the Project;

4.5.2 The City shall invite the County to all events promoting the Project and recognize the County at all such events as a financial sponsor of the Project;

4.5.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.6 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Property except as expressly set forth in this Agreement.

4.7 Availability to County Residents. The City shall make the Property available to all County residents on the same terms as it is available to residents of the City.

5. Invoicing and Payment.

5.1 Invoicing. Within thirty days of final completion of the Project or by December 31, 2027, whichever occurs first. The City shall submit to the County one invoice on City letterhead requesting disbursement of the Funds for the Project. The invoice needs to include name and address of City, name and the address of who the invoice is addressed to (the County), the date, the amount being requested for reimbursement, and the name of the project being

funded. Invoices shall provide line-item detail for materials, labor, and overhead. Backup documentation should include of copies of invoices paid by the City to contractors/consultants for the work performed, which covers the full amount being requested for reimbursement and proof of payment on those invoices. Additionally, providing progress photos of the site is strongly recommended with prior, during, and after completion photos.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed One Hundred Thousand Dollars. In the event the total costs of the Project is less than $100,000, the County shall only remit those fund necessary to pay the submitted invoice in full unless otherwise disputed as provided in this Section 5.2.

5.3 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including chapter 40.14 RCW.

5.4 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of five (5) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.5 Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.5.1 If overpayments are made; or

5.5.2 If an audit of the Project by the State or the County determines that the Funds have been expended for purposes not permitted by the REET II statute, the State, the County, or this Agreement.

In the case of 5.5.1 or 5.5.2, the County shall make a written demand upon the City for repayment, and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all funds required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

6. Independent Contractor. The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall

be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

7. Indemnification/Hold Harmless.

The City shall assume the risk of liability for damage, loss, costs, and expense arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees, and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury, or disability to, or of, any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of, or in connection with the acquisition or use of the Property and this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

8. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance.

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, exercise of the rights and privileges granted by this Agreement, by the City, its agents, representatives, and employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required as evidenced by Attachment D.

9.4 Self-insured Status. If the City is self-insured, in lieu of the insurance required in this Section 9, the City shall, upon request of the County, provide the County a letter certifying the City's self-insurance program.

10. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination.

12.1 30 Days' Notice. Except as provided in Section 12.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days' advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination for Breach. In the event that the City fails to complete the Project by December 31, 2027 and/or otherwise commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent

(12%) per annum beginning thirty (30) days from the date of early termination.

13. Dispute Resolution.

In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful or if a party waives mediation, either of the Parties may institute legal action for specific performance of this Agreement or for damages.

14. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement.

This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

15.10 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

15.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth under their signatures below, and effective as of the date of the last party to sign.

County	**City**
SNOHOMISH COUNTY	CITY OF MARYSVILLE
By_____	By _____
Title: County Executive Date	Jon Nehring, Mayor Date
Approved as to Form:	**Approved as to Form**:
Marsh, George Digitally signed by Marsh, George Date: 2025.03.05 09:42:43 -08'00'	
Deputy Prosecuting Attorney Date	Office of the City Attorney Date

SNOHOMISH COUNTY PARTNERSHIP PROJECTS

OVERVIEW: Funding is available through Snohomish County's Capital Improvement Program to provide dollars for the completion of qualifying projects in partnership with public entities. Eligible public entities include: school districts, park districts, utility districts, county and cities/towns that have a CIP. Funding is provided through the Real Estate Excise Tax 2 (REET 2) Fund and projects must comply with fund restrictions and ideally, be included in the receiving entity's adopted capital budget. Funding is subject to availability and appropriation by the County Council.

QUALIFYING PROJECTS: REET 2 may only be used for financing "capital projects" specified in the capital facilities plan. RCW 82.46.035(5) defines capital projects as:

(a) Planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems;

(b) Planning, construction, reconstruction, repair, rehabilitation, or improvement of parks; and

(c) Until January 1, 2026, planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of facilities for those experiencing homelessness and affordable housing projects.

****Your entity must own the land which the project is located on.**

SECTION 1: CONTACT INFORMATION

City of Marysville	501 Delta Avenue, Marysville, WA 98270		
Public Entity Name	**Public Entity Address**		
Jon Nehring, Mayor	Kari Chennault	360.363.8074	kchennault@marysvillewa.gov
Person Authorized to Approve Agreement for Funding	**Contact Person Name**	**Contact Person Phone**	**Contact Person Email**

SECTION 2: PROJECT INFORMATION

Program Year	2025
Project Title	Strawberry Fields Athletic Complex Improvements
Project Location	6100 152nd Street NE, Marysville, WA 98271
Project Description: *Brief (1-2 sentences) description of what the project will accomplish*	The City of Marysville wishes to upgrade the Strawberry Fields Athletic Complex by turfing additional multi-sport fields and providing the associated amenities needed to support the use of the fields.
Please select the appropriate category of REET II eligible uses for your proposed project:	(b) Parks
Is the project identified in the budget? *If your project is selected, please submit appropriate budget pages upon request*	☑ YES ☐ NO
Is this project identified in a CIP? *If your project is selected, please submit appropriate budget pages upon request*	☑ YES ☐ NO
Is the land identified for the project owned by the applying entity?	☑ YES ☐ NO
Is your entity in agreement with the attached template agreement for funding?	☑ YES ☐ NO

SECTION 3: FUNDING REQUEST – The maximum amount allowed per Council District is dependent on available funding and is subject to budget approval and appropriation. Funds may only be awarded to eligible public entities in Snohomish County, Washington.

County Funds Requested	$ 100,000
Public Entity Match Provided	$ 0

SECTION 4: INSURANCE COVERAGE – please check the appropriate box below to indicate if your entity can obtain each type of coverage. (Waivers may be granted in some instances.) *If* N/A or Other, please notate next to the field.

Type	**Agency CAN obtain this coverage**	**Agency CANNOT obtain this coverage**
Public Liability Insurance - $1,000,000 personal injury and property damage	☑	☐
Worker's Compensation Coverage – as required by the State of Washington	☑	☐
Professional Liability – Only required when providing professional services, $1,000,000 error and omissions.	☑	☐
Self-Insured – Public Entities ONLY	☑	☐

SECTION 5: FINAL QUESTIONS – HAVE YOU…

Completed all form questions	☑ YES	☐ NO
Confirmed desired project is in the appropriate budget documents	☑ YES	☐ NO
Confirmed desired project is in your CIP	☑ YES	☐ NO
Reviewed the agreement template	☑ YES	☐ NO
Confirmed Proof of Insurance	☑ YES	☐ NO

SECTION 6: SUBMISSION REQUIREMENTS

Please submit the form and all requested attachments to the following address by July 31st, 5 PM

Council District 1
nate.nehring@co.snohomish.wa.us
425-388-2575

3000 Rockefeller Avenue, M/S 609
Everett, WA 98201-4046

Snohomish County Washington Online Government Information & Services

Home | Other Property Data | Help

Property Search > Search Results > Property Summary

Property Account Summary

2/10/2025

Parcel Number	31053400100500	Property Address	UNKNOWN UNKNOWN , UNKNOWN,

General Information

Property Description	SEC 34 TWP 31 RGE 05RT-3B) BEG 15FT S OF SE COR NE1/4 NE1/4 TH W 1346FT TO TPB TH CONT W TO W LN SW1/4 NE1/4 TH S TO SW COR SW1/4 NE1/4 TH E TAP 1521FT W OF E LN SEC TH N 84FT M/L TAP 1236FT S OF N LN SW1/4 NE1/4 THE 300FT TH N 1088FT M/L TH W 125FT TH N 217FT TO TPB LESS CO RDS & LESS MARYS- VILLE & NORTHERN RR R/W
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	00511

Property Characteristics

Use Code	761 Parks - General Recreation
Unit of Measure	Acre(s)
Size (gross)	39.18

Parties

Role	Percent	Name	Address
Taxpayer	100	CITY OF MARYSVILLE	1049 STATE AVE, MARYSVILLE, WA 98270
Owner	100	CITY OF MARYSVILLE	1049 STATE AVE, MARYSVILLE, WA 98270-4234 United States

Related Properties

No Related Properties Found

Property Values

Value Type	Tax Year 2025	Tax Year 2024	Tax Year 2023	Tax Year 2022	Tax Year 2021
Taxable Value Regular					
Exemption Amount Regular	$955,700	$1,030,000	$1,213,200	$1,057,100	$996,700
Market Total	$955,700	$1,030,000	$1,213,200	$1,057,100	$996,700
Assessed Value	$955,700	$1,030,000	$1,213,200	$1,057,100	$996,700
Market Land	$823,400	$914,400	$1,104,400	$952,400	$876,400
Market Improvement	$132,300	$115,600	$108,800	$104,700	$120,300
Personal Property					

Active Exemptions

Government Property

Events

Effective Date	Entry Date-Time	Type	Remarks
No Events Found			

Tax Balance

No Available Tax Charges Information for this Property at the Moment.

Distribution of Current Taxes

District	Rate	Amount	Voted Amount	Non-Voted Amount
TOTAL				

Pending Property Values

Levy Rate History

Tax Year	Total Levy Rate
2024	7.953626
2023	5.966232
2022	10.103051

Real Property Structures

Description	Type	Year Built	More Information
Strawberry Field Athletic Park	Commercial	2006	View Detailed Structure Information

Receipts

Date	Receipt No.	Amount Applied	Amount Due
No Receipts Found			

Sales History

Property Maps

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
2413000	31	05	34	NE	View parcel maps for this Township/Range/Section

Printable Version

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ATTACHMENT C - PORTION OF CIP

Figure 10.34

Capital Improvement Plan – Parks and Recreation

PROJECT TITLE	CAPACITY PROJECT	GRANT SOURCES	GRANT AMOUNT	2024	2025	2026	2027	2028	2029	2030
Bayview Trail Phase 1	✓	DOC	$500,000	$157,891	$500,000	$250,000	$2,400,000	$ -	$ -	$ -
Cedarcrest Golf Course - Cart storage & paths			$ -	$ -	$ -	$ -	$ -	$ -	$600,000	$ -
Cedarcrest Golf Course - 67th Ave netting			$ -	$ -	$ -	$ -	$500,000	$ -	$ -	$ -
Cedarcrest Vista Park - landscaping, irrigation			$ -	$ -	$ -	$ -	$ -	$50,000	$ -	$ -
Community Center Bathroom Remodel			$ -	$ -	$ -	$ -	$ -	$ -	$50,000	$ -
Community Center Pocket Park			$ -	$ -	$ -	$ -	$ -	$ -	$75,000	$ -
Deering Wildflower Acres - pavilion & paved parking			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$140,000
Ebey Waterfront Park			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$500,000
Ebey Waterfront Park Boat Launch Pilings										
Ebey Waterfront Trail Phase 4		DOC	$999,100	$486,009	$350,000	$1,550,000	$ -	$ -	$ -	$ -
Harborview Park - irrigation & furnishings			$ -	$ -	$ -	$ -	$ -	$50,000	$ -	$ -
Hickok Park - retaining wall, landscaping, fencing			$ -	$ -	$ -	$ -	$ -	$100,000	$ -	$ -
Jennings Memorial Park			$ -	$250,000	$ -	$ -	$300,000	$ -	$ -	$ -
Jennings Memorial Park - pickleball restrooms; pave trail			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$450,000
Mother Nature's Window Park		HUD	$ 750,000	$229,557	$750,000	$250,000	$ -	$ -	$ -	$ -
Park Comprehensive Plan Update			$ -	$ -	$150,000	$ -	$ -	$ -	$ -	$ -
Playground Replacements			$ -	$350,000	$ -	$ -	$500,000	$500,000	$500,000	$500,000
South End Dog Park			$ -	$ -	$ -	$ -	$200,000	$ -		$ -
Strawberry Fields Fish Barrier Removal and Dog Park Vehicle Lot			$ -	$ -	$250,000	$ -	$ -	$350,000	$ -	$ -
Twin Lakes Park Improvements			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Twin Lakes Park Master Plan			$ -	$ -	$ -	$ 60,000	$ -	$ -	$ -	$ -
Youth Peace Park - furnishings			$ -	$ -	$ -	$ -	$ -	$50,000	$ -	$ -
Total				**$1,473,457**	**$1,850,000**	**$2,110,000**	**$3,600,000**	**$1,100,000**	**$1,550,000**	**$1,590,000**

ATTACHMENT D - Proof of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Seattle - Alliant Insurance Services, Inc.
401 Union Street, 31st Floor
Seattle WA 98101

CONTACT NAME: Jamie Arnoldi
PHONE (A/C, No, Ext): 949-627-7000 FAX (A/C, No):
E-MAIL ADDRESS: Jamie.Arnoldi@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corpo	15105
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
City of Marysville
501 Delta Ave
Marysville WA 98270-4234

COVERAGES **CERTIFICATE NUMBER:** 1721124867 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		XPR4067991	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						SIR	$ 400,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Grant of $100,000 from Snohomish County for Strawberry Fields Ahtletic Complex Improvements.
Snohomish County Conservation and Natural Resources its officers, officials, employees, and agents are included as Additional Insured.

CERTIFICATE HOLDER

Snohomish County Conservation and Natural Resources
3000 Rucker Ave., M/S 303
Everett WA 98201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brian A. White

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - SCHEDULED CONTRACTS

This endorsement may be used to modify insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
AUTOMOBILE LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART

This endorsement does NOT extend insurance for any above Coverage Part if Item 3 of the Declarations for this Policy indicates "Not Covered" for such Coverage Part.

SCHEDULE

Coverage Part(s) Modified By This Endorsement		
GENERAL LIABILITY COVERAGE PART AUTOMOBILE LIABILITY COVERAGE PART		
Additional Insured	**Description Of Contract**	**Contract Date**
Person(s) or organization(s) to whom you are obligated by virtue of a written contract to provide insurance and when such written contract is executed prior to a loss to which this insurance applies.	As per written contract on file with Insured	As per written contract on file with Insured

G. The following is added to Section **B. WHO IS AN INSURED** of each applicable Coverage Part listed in the **SCHEDULE** above:

Any person(s) or organization(s) listed in the **SCHEDULE** to whom you are obligated by virtue of a written contract to provide insurance solely with respect to **bodily injury** or **property damage** is an Insured.

However, insurance for such additional Insured applies only to **bodily injury** and **property damage** required within the terms of the contract and only to the extent that such additional Insured is liable for **bodily injury** or **property damage** caused by your acts or omissions in the performance of your operations.

H. The following is added to Section D. LIMITS OF INDEMNITY of each applicable Coverage Part listed in the SCHEDULE above:

The Limits of Indemnity afforded to the additional Insured shown in the SCHEDULE will be limited to the Limits of Indemnity required within the terms of the contract or the Limits of Indemnity of this Policy, whichever is less. The Limits of Indemnity afforded to such additional Insured will apply in excess of the retained limit shown in the Item 3. of the Declarations.

Any insurance provided in this endorsement is part of and not in addition to the Limits of Indemnity shown in Item 4. of the Declarations for each applicable Coverage Part.

AGENDA ITEM NO. 10.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 17, 2025
SUBMITTED BY:	Finance Director Jennifer Ferrer-Santa Ines, Finance
ITEM TYPE:	Agreement
AGENDA SECTION:	**New Business**
SUBJECT:	Data Sharing Agreement between WA State Auditor's Office and the City of Marysville
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to sign and execute the data-sharing agreement between WA State Auditor's Office and the City of Marysville.
SUMMARY:	Under a bill passed by the Legislature in 2021, data sharing agreements (DSAs) are required for all state and local governments sharing data. This includes the data we exchange for financial audits.

ATTACHMENTS:
SAO Data Sharing Agreement 2025 to 2028.pdf

INTERAGENCY DATA SHARING AGREEMENT

Between

City of Marysville

And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between City of Marysville, hereinafter referred to as "Agency", and the Office of the Washington State Auditor, hereinafter referred to as "SAO", pursuant to the authority granted by Chapter 39.34 RCW, 42.40 RCW, 43.105 RCW and 43.09 RCW.

Agency:

Agency Name: City of Marysville
Contact Name: John Nield
Title: Financial Planning Manager
Address: 501 Delta Ave, Marysville, WA 98270
Phone: (360) 363-8015
E-mail: jnield@marysvillewa.gov

SAO

Agency Name: Office of the Washington State Auditor
Contact Name: Deena Garza
Title: Program Manager
Address: 11 Bellwether Way, Suite 211
Bellingham, WA 98225

Phone: (360) 594-0571
E-mail: garzad@sao.wa.gov

1. PURPOSE OF THE DSA
   The purpose of the DSA is to provide the requirements and authorization for the Agency to exchange confidential information with SAO and SAO to share confidential information with the Agency. This agreement is entered into between Agency and SAO to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56, and WaTech policies and standards) in the handling of information considered confidential.

2. DEFINITIONS
   "Agreement" means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

"Data Access" refers to rights granted to SAO employees to directly connect to Agency systems, networks and/ or applications combined with required information needed to implement these rights.

"Data Transmission" refers to the methods and technologies to be used to move a copy of the data between systems, networks and/ or employee workstations.

"Data Storage" refers to the place data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or SAO managed systems or WaTech / State approved services.

"Data Encryption" refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders data unusable to anyone but the authorized users.

"Personal Information" means information defined in RCW 42.56.590(10).

The State classifies information into categories based on the sensitivity of the information pursuant to the Security policy and standards promulgated by WaTech. The Information that is the subject of this DSA is classified as indicated below:

Category 1 – Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure but does need integrity and availability protection controls.

Category 2 – Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Category 3 – Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to: a. Personal Information about individuals, regardless of how that information is obtained; b. Information concerning employee personnel records; c. Information regarding IT infrastructure and security of computer and telecommunications systems; d. List of individuals for commercial purposes.

Category 4 – Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which: a. Especially strict handling requirements are dictated, such as by statutes, regulations, agreements, or other compliance mandates; b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

3. <u>PERIOD OF AGREEMENT</u>

This agreement shall begin on July 1, 2025, or date of execution, whichever is later, and end on June 30, 2028, unless terminated sooner or extended as provided herein.

4. JUSTIFICATION FOR INFORMATION SHARING
SAO is the auditor of all public accounts in Washington State. SAO's authority is broad and includes both explicit and implicit powers to review records, including confidential records, during the course of an audit or investigation.

5. DESCRIPTION OF THE INFORMATION TO BE SHARED
The information to be shared includes information and data related to audit results, financial activity, operation and compliance with contractual, state and federal programs, security of computer systems, performance and accountability for agency programs as applicable to the audit(s) performed. Specific information requests will be limited to information needed for SAO audits, investigations and related statutory authorities as identified through auditor requests.

6. DATA TRANSMISSION
Transmission of data between Agency and SAO will use a secure method that meets Washington Technology Solutions (WaTech) encryption standards established in SEC-08-02-S.

7. DATA STORAGE AND HANDLING REQUIREMENTS
Agency and SAO will notify each other if they are providing confidential information. All confidential data provided by Agency will be stored using data encryption with access limited to the least number of SAO staff needed to complete the purpose of the DSA.

8. INTENDED USE OF THE INFORMATION
The Office of the Washington State Auditor will utilize this information in support of their audits, investigations, and related statutory responsibilities as described in RCW 43.09 and 42.40.

9. CONSTRAINTS ON USE OF INFORMATION
The Office of the Washington State Auditor agrees to strictly limit use of information obtained under this Agreement to the purpose of carrying out our audits, investigations and related statutory responsibilities as described in RCW 43.09 and 42.40.

10. SECURITY OF INFORMATION
SAO shall take due care and take reasonable precautions to protect Agency's information from unauthorized physical and electronic access. SAO complies with the requirements of the WaTech policies and standards for data security and access controls to ensure the confidentiality, and integrity of all information shared.

11. NON-DISCLOSURE OF INFORMATION
SAO staff shall not disclose, in whole or in part, the confidential information provided by Agency to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential information may be disclosed only to persons and entities that have the need to use the information to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the Agency's Confidential information, SAO will notify the Agency
    a. SAO shall not access or use the information for any commercial or personal purpose.
    b. Any exceptions to these limitations must be approved in writing by Agency.

c. The SAO shall ensure that all staff with access to the information described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

Agency staff shall not disclose, in whole or in part, the confidential information provided by SAO to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential information may be disclosed only to persons and entities that have the need to use the information to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the SAO's information, Agency will notify the SAO

a. Agency shall not access or use the information for any commercial or personal purpose.
b. Any exceptions to these limitations must be approved in writing by SAO.
c. The Agency shall ensure that all staff with access to the information described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

12. DATA DISPOSAL

Upon request by the SAO or Agency, or at the end of the DSA term, or when no longer needed, Confidential Information/Data must be returned or destroyed, except as required to be maintained for compliance or accounting purposes.

13. INCIDENT NOTIFICATION AND RESPONSE

The compromise of Confidential Information or reasonable belief that confidential information has been acquired and/or accessed by an unauthorized person that may be a breach that requires timely notice to affected individuals under RCW 42.56.590 or any other applicable breach notification law or rule must be reported to the Agency contact.

If the Receiving Party does not have full details about the incident, it will report what information it has and provide full details within 15 business days of discovery. To the extent possible, these initial reports must include at least: A. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery; B. A description of the types of information involved; C. The investigative and remedial actions the Receiving Party or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence; D. Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 42.56.590, or any other applicable breach notification law or rule. E. Any other information SAO or Agency reasonably requests.

14. OVERSIGHT

The SAO and Agency agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

15. TERMINATION

Either party may terminate this Agreement with 30 days written notice to the other party's Agency Contact named on Page 1. However, once information is accessed by the SAO or Agency, this Agreement is binding as to the confidentiality, use of the information, and disposition of all information received as a result of access, unless otherwise amended by the mutual agreement of both parties.

16. AWARENESS AND TRAINING

SAO and the Agency shall ensure that all staff with access to the information shared through this Agreement are aware of the use and disclosure requirements of WaTech policies and standards and RCW 42.56.590. SAO will comply with all state requirements and training regarding handling, storage and transmission of confidential information.

17. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

18. GOVERNANCE

a. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
b. In the event of a lawsuit involving this Interagency Data Sharing Agreement, venue shall be proper only in Thurston County, Washington.

19. SIGNATURES

The signatures below indicate agreement between the parties.

Agency	Office of the Washington State Auditor
_____	_____
Signature Date	Signature Date
Title: _____	Title: _____

AGENDA ITEM NO. 11.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 17, 2025
SUBMITTED BY:	Bryan Milligan, Engineering
ITEM TYPE:	Agreement
AGENDA SECTION:	**New Business**
SUBJECT:	Short Term Material Removal Agreement with the Port of Everett
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to sign and execute the Short-Term Material Removal Agreement with the Port of Everett and the payment of a one-time reservation fee in the amount of $25,000.00.
SUMMARY:	The Short-Term Material Removal Agreement with the Port of Everett provides the City with a source of fill material for our Riverwalk project. The Port has available 186,000 CY of dredged material that can be provided to the City (a municipality) free of charge, the Reservation Fee covers Administration costs through the 3-year life of the agreement. Approval and execution of this agreement will allow the City to move forward with Phase 1 of the Riverwalk Fill project at 60 State Ave in the spring/summer of 2025. The work will be contracted via competitive bid shortly following the execution of this agreement. That contracted company will transport the fill material from a City of Everett property that the Port of Everett utilizes in conjunction with the Department of Natural Resources for dredged material to our Riverwalk project for placement, along with other identified needs within the project as a whole.

ATTACHMENTS:
2025-02-27_FINAL MSA-Marysville.pdf
2021-08-19_DNR MSA EXECUTED.pdf
2025 License Form_City of Everett.pdf

SHORT TERM MATERIAL REMOVAL AGREEMENT

This Material Removal Agreement ("**Agreement**") is entered into by and between PORT OF EVERETT, a Washington public port district ("**Port**") and CITY OF MARYSVILLE, a Washington state municipal corporation ("**City**"). Port and City may be individually referred to as a "**Party**" and collectively as the "**Parties.**" The effective date of this Agreement shall be the date of the latest signature ("**Effective Date**")**.**

RECITALS

WHEREAS, Port has custody of certain dredged materials removed from the Snohomish River and owned by the Washington State Department of Natural Resources ("**Dredged Materials**");

WHEREAS, the Dredged Materials are stored on a property identified as Parcel O, owned by the City of Everett and described on **Exhibit A** ("**Property**");

WHEREAS, City acknowledges that it enters into this Agreement subject to any and all requirements that may be set forth by the City of Everett regarding the Property; and

WHEREAS, the City desires to use Dredged Materials for its "Riverwalk Project" site preparation ("**Proposed Use**"); and

WHEREAS, the Port has an agreement with the Washington State Department of Natural Resources ("**DNR**") for the storage, conveyance, sale, and use of the Dredged Materials ("**DNR Agreement**"). The DNR Agreement describes the circumstances under which the Port may convey Dredged Materials to a public entity without royalty charges; and

WHEREAS, DNR has provided the Port prior written authorization that the City is a public entity, and that the City's Proposed Use qualifies as a "public purpose" as described in the DNR Agreement; and

WHEREAS, Port and City are entering into this Agreement to allow City to remove Dredged Materials from the Property based on the following terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants and promises herein, the parties hereby agree as follows:

AGREEMENT

1. Reservation and Administrative Fee; Royalty: The City shall pay the Port a one-time, non-refundable Administrative and Reservation Fee of $25,000 ("**Fee**"). Such Fee shall be paid within 60 days of the Effective Date. No royalty will be charged so long as the City uses the Dredged Materials for the Proposed Use.

2. **Quantity of Material**: City agrees to remove 186,000 cubic yards, plus or minus 5%, of Dredged Material. The City is solely responsible for removing and transporting the Dredged Material.

3. **Measurement of Material**: When the City removes the Dredged Materials, each load will be counted and documented as follows:

- All Dredged Materials removed from the Property will be accounted for by the City and the City shall send a daily load count to Port.
- City shall provide an individual who is present at Parcel O while the Dredged Materials are being removed from Parcel O and who shall create a log and generate truck tickets documenting the Dredged Material leaving Parcel O (e.g. truck ticket that identifies the load number, volume of Dredged Material taken, and is signed by the truck driver signature).
- City shall provide another individual who is present at the Riverwalk site while the Dredged Materials are being delivered to the Riverwalk site from Parcel O and who shall confirm the load number, volume of Dredged Material delivered, and truck driver signature.
- City will reconcile both logs to demonstrate consistency of material removed and material delivered.
- Should material be transported by barge, barge displacement certificates shall be provided in the same manner as described above for truck tickets.

4. **Schedule for Removal**: City will remove the material in a maximum of two phases over a maximum of three consecutive years as described below. The site may be inaccessible to the City during Corps of Engineers' material placement activities, which will typically occur between November 1 and February 15 of every year. In order to allow the material to drain prior to removal, removal activities shall start no sooner than March 31. The City is solely responsible for removing the authorized quantity of the Dredged Materials per the following schedule.

- Phase 1 removal shall consist of removal of a minimum of 50% of the total volume of reserved Dredged Materials. Phase 1 shall commence no later than May 1, 2025, unless the parties agree otherwise in writing. City/Contractor must complete removal of Phase 1 material and reconstruction of the containment berm surrounding the site no later than October 31, 2025.
- Phase 2 removal shall consist of removal of all remaining reserved Dredged Materials and, immediately thereafter, reconstructing the containment berm surrounding the site as depicted in **Exhibit B**. Phase 2 shall commence no sooner than March 31, 2026, unless the parties agree otherwise in writing. Phase 2, including berm reconstruction, must be completed no later than October 31, 2027.
- If the City desires to remove all 186,000 cubic yards in one phase, it MUST be under the Phase 1 schedule in 2025. In other words, the Phase 2 obligations would need to be completed no later than October 31, 2025.

Port and City agree that all Dredged Materials removed from the Property are non-refundable and non-returnable for any reason whatsoever. By removing the Dredged Materials, City forever and irrevocably accepts custody of the Dredged Materials from Port.

5. Coordination with City of Everett: Prior to entering the Property, City must enter into an agreement with the City of Everett regarding access. City shall remove material from the location specified by the City of Everett. The removal area includes the total allowed space for contractor material removal, material loading, lay down, and equipment parking and storage. City must use the truck route assigned by the City of Everett for ingress and egress to and from the removal area. Any other routes are not allowed or must be approved by the Port and City prior to changing the truck route. Hours of City's operations on site must comply with all City of Everett Codes and ordinances. Any variances shall be obtained by the City at their sole discretion and expense.

6. Coordination and Interference with Other Operators. City must coordinate and not interfere with other operations occurring in the area, including operations of the City of Everett, Army Corps of Engineers, and other dredged material buyers. The Port will provide contact information for other buyers for this purpose.

7. No Warranties; Inspection of the Dredged Materials: City agrees that it has inspected the dredged materials and accepts the condition of the dredged materials in their present state, "AS IS, WHERE IS." Port has not made, and City is not entering this agreement in reliance upon any representations by Port as to the quality or nature of the dredged materials. Port explicitly disclaims, and City acknowledges such disclaimer as to any warranty, express or implied, of the fitness or merchantability of the dredge materials for any particular purpose or use. Port explicitly disclaims, and City acknowledges such disclaimer as to any warranty, express or implied, of the presence or absence of any hazardous substances as that term is herein defined in the dredged materials. All warranties, including any implied warranty of merchantability and any implies warranty of fitness for a particular purpose and warranties regarding the environmental condition of the dredged materials and the presence or absence of hazardous substances, are hereby excluded. City is allowed to collect and test samples of the Dredged Material as coordinated with the Port.

8. Use and Maintenance of the Property: City and its agents, subcontractors, representatives, or authorized representatives shall not use the Property for any purpose other than to remove the authorized Dredged Materials from the Property pursuant to this Agreement. Additionally, City agrees:

a. To keep the Property in a clean, orderly, and sanitary condition. City agrees to keep the Property free and clear of all obstructions and debris and to maintain all access and haul roads on the Property and entries to public roadways in a reasonable condition to allow for efficient truck hauling.
b. To promptly dispose of or remove garbage and waste caused by or related to City's use of the Property.
c. To not unnecessarily or negligently destroy, deface, damage, impair or remove any part of the Property, its roads, appurtenances, facilities, and equipment nor to permit

any employee, invitee, licensee or other person acting under City's control to do so.

d. To repair or reconstruct any existing containment berms, weirs or other containment features that are removed as a result of City accessing Dredged Material. Berms disturbed by the City shall be reconstructed to meet Corps of Engineers' specifications provided in **Exhibit B**. The City is not obligated to repair or reconstruct any berm or perform any clean-up necessitated by the actions or omissions of the Port, other operators, or other dredged material buyers except for the berm opening disturbed or used by the City to access the material. If the City is the last operator on site prior to action by the Corps, the City shall close the berm opening that they used regardless if it was opened by others. Sufficient dredged material must be left on site to reconstruct the entire berm to fully enclose the site (including berm areas opened by others so they also have enough material to close their part of the berm). At no time should the City move or remove native material from below the stockpiled material. Should the Army Corps deem it necessary to inspect, and additional repairs are deemed necessary to areas impacted by the City's actions, the City will perform those repairs at its own expense.

e. To rough grade the interior of the Property to ensure that it slopes toward the existing weird structure for drainage purposes, consistent with **Exhibit B**.

f. To use reasonable care in removing the Dredged Materials so that the Property remains reasonably safe for City and others.

g. To not permit a nuisance or common waste.

h. To not use the Property for any illegal purpose.

i. To immediately repair any damage to the Property at City's sole cost to the satisfaction of the City of Everett, Port, and Army Corps of Engineers whether caused solely or in part, directly or indirectly by City.

j. To not make alterations or do or cause to be done any physical or cosmetic alterations to the Property, except pursuant to this Agreement, without the prior written consent of Port.

k. To conform to municipal city, county, and state codes, statutes, ordinances, regulations and permits, including securing the necessary permits, concerning the use and occupation of the Property and removal of Dredged Materials, and further agrees to comply with any rules, restrictions, regulations, or guidelines issued by the City of Everett with respect to the Property.

l. City shall exercise care and use sufficient construction industry best management practices and consistent with City standards to ensure protection of the environment and safety of workers and the public.

m. To ensure that its agents, subcontracts, and representatives abide by the terms of this Agreement.

9. Liability Insurance: City, and any of its agents, subcontractors, representatives, or authorized representatives that access the Property on City's behalf or authorization, shall obtain and keep in force during the term of this Agreement a Commercial General Liability Insurance Policy. This policy must be written under ISO Form CG001 or its equivalent with minimum limits of $1,000,000.00 each occurrence and $2,000,000.00 in the aggregate for each policy year. This insurance shall include coverage for Stop Gap insurance in an amount not less than $1,000,000

limits. Port shall be named as an additional insured on said policy using Form CG 2011 or equivalent. Said insurance maintained by City, and any of its agents, subcontractors, representatives, or authorized representatives that access the Property on City's behalf or authorization, shall be primary and non-contributory with insurance maintained by Port, and such policy will contain a waiver of subrogation clause in favor of Port. City's insurance, or the insurance of any of its agents, subcontractors, representatives, or authorized representatives that access the Property on City's behalf or authorization, will be carried by an insurance company rated A-VII or better as indicated in the most recent addition of A.M. Best Rating Guide. Proof of insurance must be submitted to Port within fifteen (15) days after the Effective Date of this Agreement and every year thereafter, and City agrees to immediately notify Port of any termination or lapse in coverage of its insurance or the insurance of its agents, subcontractors, representatives, or authorized representatives that access the Property on City's behalf or authorization. Failure to provide proof of insurance shall be cause for immediate termination of this Agreement.

10. Automobile Liability Insurance: City shall obtain and keep in force Automobile Liability insurance covering all owned, non-owned and hired autos in an amount not less than $1,000,000 per accident. Such Automobile Liability insurance shall cover any of City's agents, subcontractors, representatives, or authorized representatives that access the Property on City's behalf or authorization.

11. Workers Compensation Insurance: City, and any of its agents, subcontractors, representatives, or authorized representatives that access the Property on City's behalf or authorization shall obtain and keep in force Workers Compensation insurance with statutory limits of coverage acceptable in the State of Washington.

12. Indemnification: City shall indemnify, defend and hold harmless Port from and against any and all liability, damages, expenses, causes of action, suit, claims or judgments, including reasonable costs and attorneys' fees and any fees permitted under applicable statute (collectively, "**Claims**"), brought by third parties, including government agencies, arising from or relating to City's use of the Property or City's removal, transport and use of Dredged Materials from the Property, including Claims related to Hazardous Substances, except if solely caused by Port's negligence, intentional misconduct, or failure to comply with the terms of this Agreement. City's indemnity shall apply whether Claims are brought by agents, representatives, and/or employees of Port, agents, representatives, and/or employees of City, or by other third parties. City further acknowledges that through this indemnification, it assumes potential liability for actions brought by its own employees. These indemnification obligations shall survive the expiration or earlier termination of this Agreement. City expressly waives any immunity available under the Industrial Insurance Act, RCW Title 51, and/or any other applicable workers' compensation laws. This section also applies to the City's Due Diligence period in Section 10. The City is not responsible for damage or unsanitary conditions caused by the Port, other operators, or other dredged material buyers. The obligation is on the City to demonstrate by a preponderance of the evidence that it is not responsible for damage or unsanitary conditions at the Property."

13. Assignment: City shall not assign or transfer this Agreement nor any part thereof without the prior written consent of Port. This Agreement is not intended for the benefit of any third party and is not enforceable by any third party, including, but not limited to, any federal, state, and local

regulatory agencies. However, the City may utilize a third party contractor for the removal of the Dredged Material. The City shall notify the Port of who will be removing the Dredged Material on behalf of the City. If the City utilizes a third party contractor, the City shall ensure that such contractor is aware of and abides by the terms of this Agreement.

14. Compliance with Laws: City shall comply with all applicable laws, rules and regulations, including but not limited to laws, rules and regulations applicable to use of the Dredged Material.

15. Release. City agrees to release, acquit, and forever discharge Port from and against any and all Claims that City's affiliates, officers, directors, shareholders, representatives, agents, heirs, transferees, successors, and assigns have that arise out of or in connection with, result from, occur on account of, or relate in any way to the Dredged Materials removed from the Property.

16. Port's Reserved Rights: Port reserves the right of access to and use of the Property for any purpose, including deposition of additional Dredged Materials.

17. Hazardous Substances: As acknowledged in Section 7, Port has made no representation as to the condition of the Dredged Materials, including the presence or absence of "**Hazardous Substances**" within the Dredged Materials, which shall mean any substance, chemical, material or waste now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "contaminant" or "pollutant" within the meaning of or regulated or addressed under any federal, state, or local environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., the Clean Air Act, 42 U.S.C. Sections 7401 7661, et seq., the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq., the Occupational Safety and Health Act, 29 U.S.C. Chapter 15, et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 1376, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136, et seq., the Model Toxics Control Act, Chapter 70.105D RCW, the Hazardous Waste Management Act, Chapter 70.105 RCW, the Water Pollution Control Act, Chapter 90.48 RCW, and all regulations adopted thereunder, as well as any and all state and local analogs. All releases and indemnities in this Agreement extend to any Claims arising from the presence or release of Hazardous Substances from the Dredged Materials or the removal of Dredged Materials pursuant to this Agreement.

Port represents and warrants to City that, to the best of Port's actual knowledge, any handling, transportation, storage, treatment, or usage of Hazardous Substances that has occurred on the Property to date has been in compliance with all applicable federal, state, local, and other governmental statutes, rules, ordinances, orders, and regulations. City shall not cause or allow to be released on the Property any Hazardous Substance.

18. Termination: Unless otherwise terminated or extended by amendment in accordance with this Agreement, this Agreement shall terminate on November 15, 2027 The Port may terminate this Agreement at any time with fifteen (15) days written notice of intention to terminate.

The City may terminate this Agreement no later than April 30, 2025, with fifteen (15) days written notice of intention to terminate. ~~And~~ The City may also terminate without penalty, no later than April 30, 2026, if sample tests performed by qualified, professional contractors of the City determine that the newly dredged material is contaminated beyond allowed use levels. If this occurs, the City will provide written notice of intention to terminate within thirty (30) days of their receipt of sampling results and will provide these test results to the Port.

19. Remedies for Breach: In the event of breach of this Agreement, in addition to all other rights or remedies available to it, the Port is entitled to:

- An injunction restraining such breach or threatened breach.
- Specific performance of any provision of the Agreement.
- A penalty of $930,000 ($5.00 per cubic yard x 186,000 cubic yards) if the City terminates this Agreement after April 30, 2025.
- A royalty imposed at the discretion of the Port or DNR if the City uses the Dredged Materials for any use other than the Proposed Use.
- A fee of $5.00 for each cubic yard out of 186,000 total possible cubic yards that remains at the Property past any due date described in Section 4 Schedule herein.
- A fee of $5.00 for each cubic yard out that is less than or greater than 186,000 cubic yards, plus or minus 5%.
- Relief from its obligation to provide any Dredged Materials to the City.

20. Governing Law and Venue. This Agreement shall be interpreted and enforced pursuant to the laws of the state of Washington. Venue for any lawsuit arising out of this Agreement shall be in Snohomish County, Washington.

21. Entire Agreement; Amendments: This Agreement represents the complete understanding of the parties. Neither party is entering this Agreement in reliance on representations, warranties, or statements by the other party except as provided in this Agreement. All prior statements, representations, and agreements between the parties with respect to the Property are superseded by this Agreement. No modifications or amendments to this Agreement shall be effective unless in writing and signed by both parties.

22. Ambiguities. This Agreement has been negotiated at arm's-length. Accordingly, any rule or law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted the applicable provision is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement.

23. Notice: All notices or other communications due under this Agreement shall be in writing and (a) personally delivered, (b) e-mailed to the e-mail addresses provided below, or (c) mailed by U.S. Mail to the address provided below. Notice is effective upon delivery if personally delivered or e-mailed. If mailed by U.S. Mail, notice is effective three days after deposited in the U.S. Mail. Parties may alter or modify their notice address by delivery of written notice pursuant to the terms of this Agreement.

To City: City of Marysville
Bryan Milligan
501 Delta Avenue
Marysville, WA 98270
bmilligan@marysvillewa.gov

To Port: Port of Everett
Laura Gurley
1205 Craftsman Way, Suite 200
Everett, WA 98201
LauraG@portofeverett.com

24. Counterparts: This Agreement may be executed in counterparts, both of which together shall constitute one and the same agreement. The parties agree that a facsimile or other electronic copy (such as a ".pdf/Adobe Acrobat" copy, DocuSign, AdobeSign, etc.) of the signature of the person executing this Agreement on behalf of each party may be used for any and all purposes, with the same force and effect as an original of such signature.

25. Severability. If any part, clause, or condition of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intents of the parties. In any event, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated; provided, however, in no event shall either party be deprived of a material consideration by operation of this provision.

26. Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

27. Waiver. Waiver of any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

CITY:	**PORT:**
City of Marysville, a Washington State municipal corporation	**Port of Everett,** a Washington public port district
By: _____	By: _____
Name: John Nehring	Name: Lisa Lefeber
Its: Mayor	Its: CEO/Executive Director
Executed date:_____	Executed date: _____

Exhibit A

Depiction of the Property

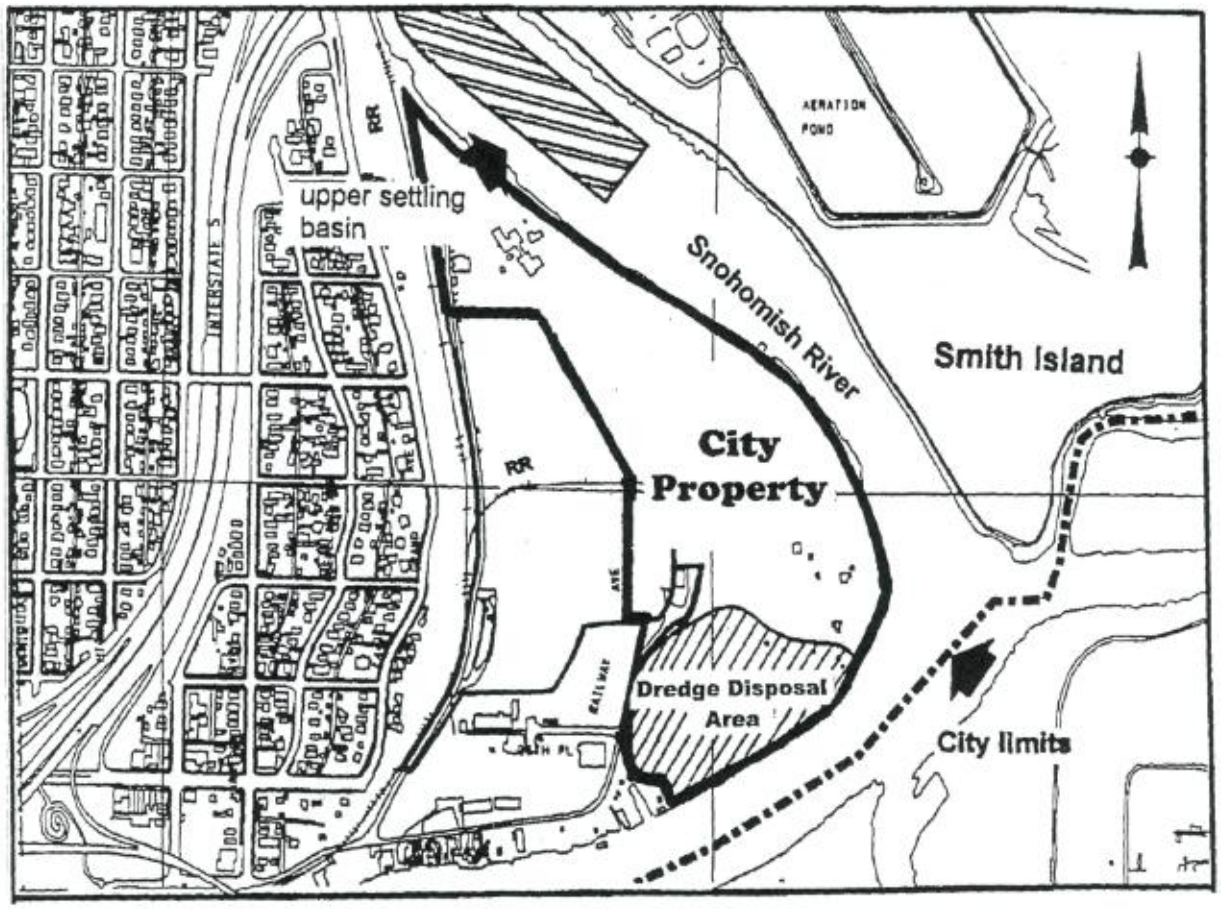


Exhibit B

U.S. Army Corps of Engineers' Memorandum for the Record (February 25, 2020) on Berm Reconstruction and Final Site Conditions Specifications

CENWS-ENH-HC, S. Brown 25 Feb 2020

MEMORANDUM FOR RECORD

SUBJECT: Use of Site O as a Dredge Material Placement Area

Purpose

1. Describe the required condition of Site O for use as a dredge material placement area.

Site O Conditions for Dredge Material Placement.

2. Site O is used as a dredge material placement area and settling basin during the hydraulic dredging of the Snohomish River Federal Navigation Channel. In order for Site O to perform as a settling basin it needs to have sufficient capacity to contain the mix of water and sediment discharged from the dredge pipeline. The most effective way to contain the water and sediment is to construct a gently sloping basin surrounded by perimeter berms.
3. To facilitate the use of Site O as a settling basin material should be removed from center of the site where material is the highest creating a basin which slopes towards the weir location (see Figure 1).

4. The perimeter berm (Figure 2) is required to contain the water coming out of the pipeline. These berms need to be a minimum of 12 ft wide at the crest with side slope of 2.5 to 1 creating a wide base to allow for material loss. Material should be pushed from the center of the site to create the perimeter berms.

5. After material is removed the site should be graded so that the interior of the site is not higher than +22 ft Navd88 sloping down towards +20 ft near the weir location (Figure 3). This may require moving material to the perimeter of the site and constructing wider perimeter berms.

Scott H. Brown, P.E.
Coastal Hydraulic Engineer

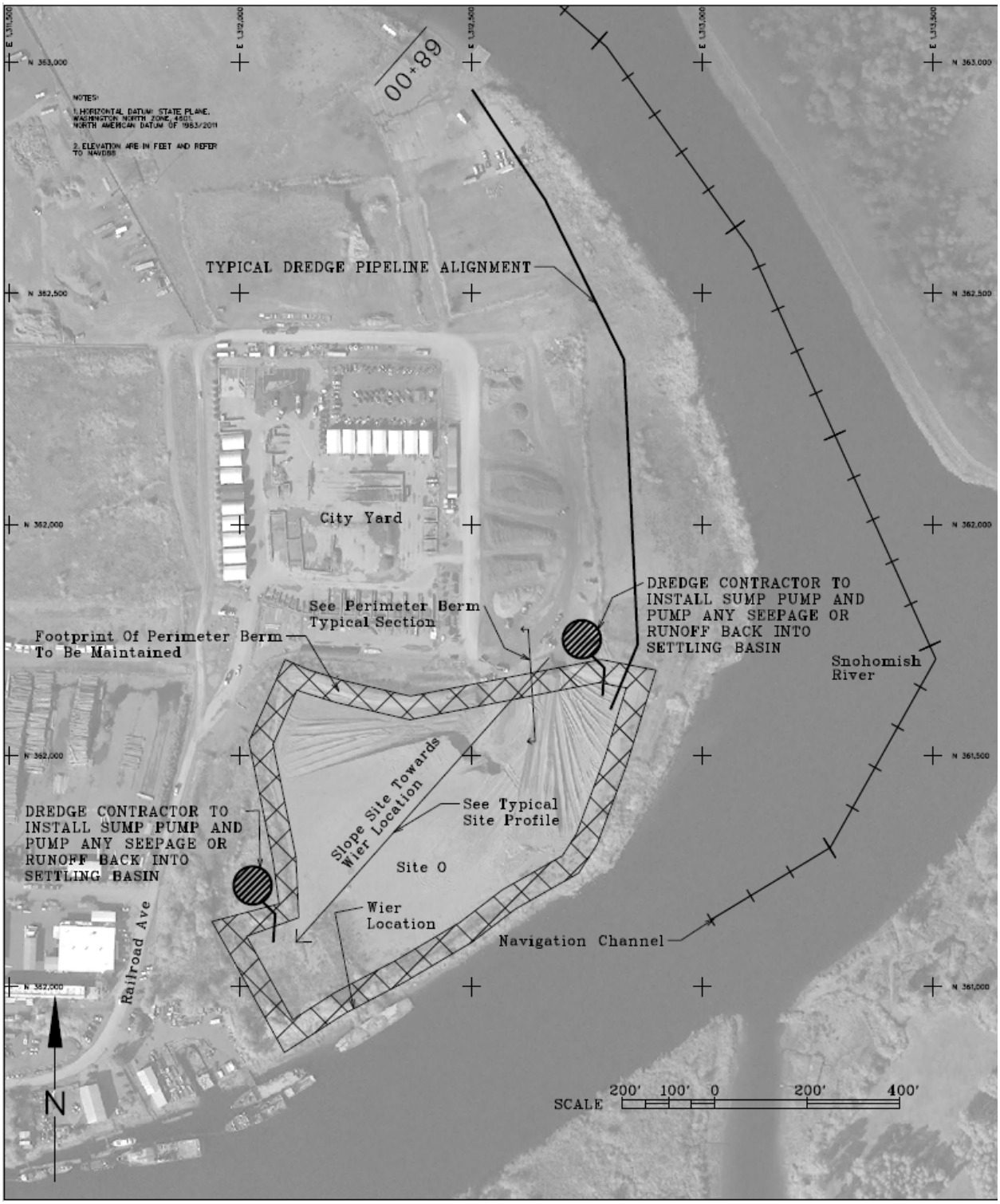


Figure 1:Site O Planview

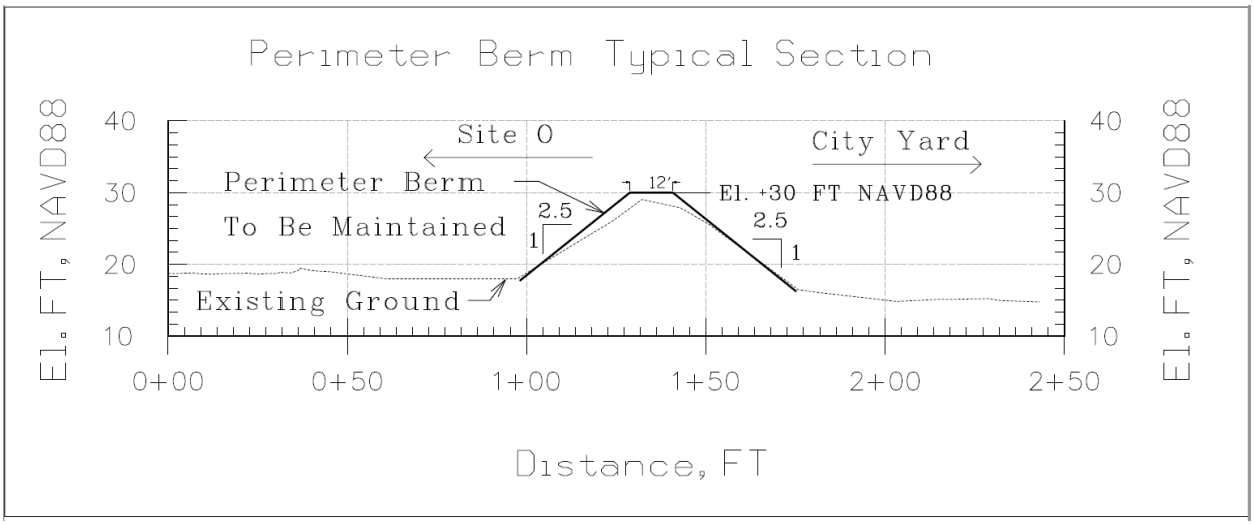


Figure 2: Perimeter Berm Typical Section

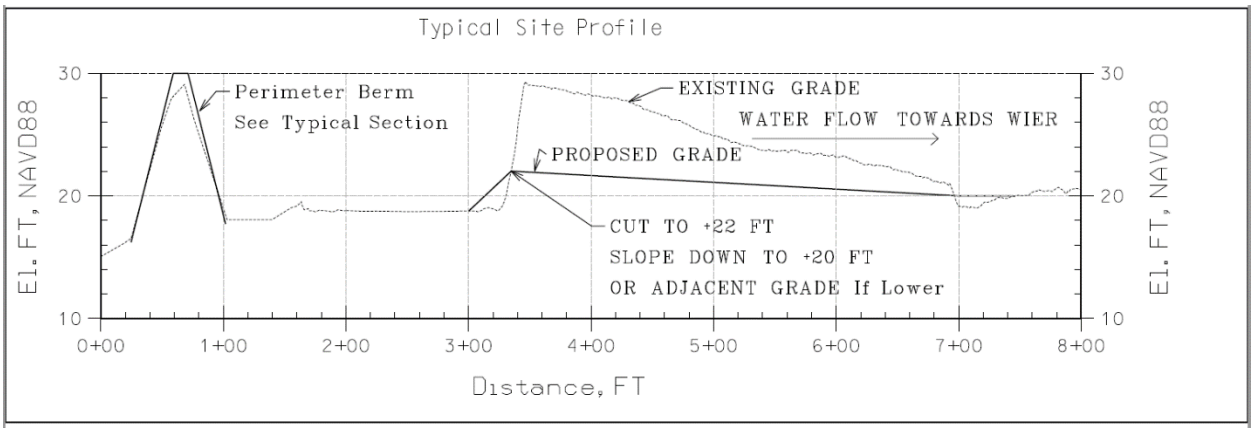


Figure 3: Site O Profile

August 26, 2021

CERTIFIED MAIL
9489 0090 0027 6102 0411 07

Laura Gurly
Port of Everett
1205 Craftsman Way, Ste. 200
Everett, WA 98201

RE: Aquatic Lands Valuable Material and Sales Agreement No. 31-093713

Dear Laura Gurly:

Enclosed is a final copy of Aquatic Lands Valuable Material and Sales Agreement No. 31-093713 for your records.

If you should have any questions, feel free to contact Renelle Smith at (360) 669-9549 or by email at Renelle.Smith@dnr.wa.gov.

Sincerely,

Blake Severns,
Natural Resource Technician
Rivers District, Aquatic Resources Division
Washington State Department of Natural Resources (DNR)
Blake.Severns@dnr.wa.gov
C: (360) 489-5507

Enclosures (1)

cc: District file No. 31-093713
TRO file No. 31-093713

HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

PORT AGREEMENT FOR STORAGE, CONVEYANCE, SALE, AND USE OF STATE-OWNED VALUABLE MATERIALS

Agreement No. 31-093713

THIS AGREEMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and PORT OF EVERETT, a Municipal Corporation formed under Title 53, RCW ("Port"). State has authority to enter into this Agreement under Chapter 43.12 RCW, Chapter 43.30 RCW, and Title 79 of the Revised Code of Washington (RCW). Port is authorized to enter into this Agreement under Title 53 RCW.

BACKGROUND

(a) The United States Army Corps of Engineers ("Corps") and the Corps' contractors engage in dredging operations on state-owned aquatic lands for the purposes of channel or harbor improvement or flood control. The dredged materials are Valuable Materials owned by the State of Washington and consist of sand, silt, rock, gravel, and other materials.

(b) Port receives these state-owned Valuable Materials at Port-owned or Port-managed deposition sites. Port desires to store, use, sell, and convey the Valuable Materials that are located at these deposition sites.

(c) State is required to charge Port for the use and conveyance of these Valuable Materials unless the use and/or conveyance qualifies as a public purpose under RCW 79.140.110. Pursuant to RCW 79.140.110, a state agency, municipality, county, or public corporation, including Port, may use Valuable Materials dredged by a public agency or under public contract for the purposes of channel or harbor improvement or flood control free of charge if State determines prior to the use that the use is for a public purpose.

THEREFORE, the Parties agree as follows:

SECTION 1 THE VALUABLE MATERIALS

1.1 **Definition of Valuable Materials.** "Valuable Materials" means the sand, silt, rock, gravel, and other materials that have been dredged from Washington state-owned aquatic lands by the Corps and the Corps' contractors for the purposes of channel or harbor improvement or flood control.

1.2 **The Sites**. This Agreement governs the Valuable Materials located at the site(s) described in Exhibit A ("Site(s)"). All Valuable Materials that currently exist at the Site(s) and all Valuable Materials that are deposited at the Site(s) in the future shall be considered to be owned by the State of Washington and subject to the terms and conditions of this Agreement. The Sites(s) are located on property owned by the City of Everett. Port warrants that Port has the right to store Valuable Materials at the Site(s) pursuant to that Temporary Disposal Easement Deed recorded in Snohomish County, Washington under Auditor's File Number 202001090615, as amended by that First Amendment to Temporary Disposal Easement Deed recorded in Snohomish County, Washington under Auditor's File Number 202104280329. A copy of the Temporary Disposal Easement Deed and the First Amendment to Temporary Disposal Easement Deed is attached at Exhibit C. Port shall notify State in writing at least ninety (90) days prior to the placement of Valuable Materials at a location other than the Site(s). Exhibit A shall also be amended to include the new location prior to the placement of Valuable Materials at the new location.

SECTION 2 AUTHORIZATIONS

2.1 **Authorization to Store Valuable Materials.** Subject to the terms and conditions of this Agreement, State authorizes Port to receive and store at the Site(s) Valuable Materials that have been removed from aquatic lands for channel or harbor improvement, or flood control by the Corps or the Corps' contractors.

2.2 **Authorization to Sell Valuable Materials.** Subject to the terms and conditions of this Agreement, State authorizes Port to sell the Valuable Materials located at the Site(s).

2.3 **No Authorization for Free Use.** State has not yet authorized Port to use or convey any Valuable Materials at the Site(s) for free. If Port desires to use or convey Valuable Materials at the Site(s) for a public purpose without a payment of a royalty or other charge to State, State's prior written approval is required as set forth in Section 6 of this Agreement.

2.4 **No Authorization to Dredge**. This Agreement conveys no authority to dredge Valuable Materials from any state-owned aquatic lands. Port may need a separate authorization from State to enter and dredge state-owned aquatic lands.

SECTION 3 NO WARRANTIES

State makes no representations or warranties of any kind and hereby DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with respect to any Valuable Material to which this Agreement applies. By way of example and without limiting the foregoing disclaimer, the FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED and are EXCLUDED from this Agreement:

(a) The MERCHANTABILITY of any Valuable Materials to which this Agreement applies.

(b) The CONDITION of the Valuable Materials and Site(s). The Valuable Materials and Site(s) are provided "AS IS". State makes no representations of any kind regarding the suitability of the Site(s) or any Valuable Materials for Port's intended use, including, but not limited to whether Port's intended use of the Site(s), or any Valuable Materials thereon complies with governmental laws and regulations; whether access to the Site(s) exists for Port's intended use; and whether hazardous substances exist on the Site(s).

(c) The VOLUME, QUALITY, OR GRADE of any Valuable Materials. Any descriptions of the Valuable Materials made by State are intended only for administrative and identification purposes.

(d) The CORRECTNESS OF ANY DOCUMENTS PREPARED BY OR FOR STATE related to the sale of any Valuable Materials. All such documents have been prepared for State's administrative purposes only.

SECTION 4 TERM

4.1 Term. The term of this Agreement is Ten (10) years (the "Term") beginning on the 1st day of August, 2021 (the "Commencement Date"), and ending on the 31st day of July, 2031 (the "Termination Date"), unless terminated sooner under the terms of this Agreement.

4.2 Termination. This Agreement may be terminated by State upon an Event of Default as provided in Section 10 below.

SECTION 5 REPORTING AND AUDITS

5.1 Port's Records and Accounts. During the Term of this Agreement and for ten (10) years thereafter, or for such longer period as may be required by law, Port shall keep accurate records and accounts of all Valuable Materials that are sold, conveyed, or otherwise removed from the Site(s).

5.2 Annual Reporting. Port shall maintain an itemized annual summary report that includes the following:

(a) Volume of Valuable Materials removed from the Site(s) and placed on Port properties for a public purpose;
(b) Volume of Valuable Materials removed from the Site(s) and conveyed to another Public Entity (other than Port) for a public purpose;
(c) Volume of Valuable Materials removed from the Site(s) and sold; and
(d) The amount of Royalty Payment paid to State between January 1st and December 31st of the previous year.

Port shall make the annual summary report available to State upon State's request.

5.3 Load Tickets. When any Valuable Materials are removed and transported from a Site, a designated representative of Port at the Site shall prepare a load ticket. Port's designated representative shall attest to the accuracy of the information on the load ticket and shall sign the load ticket Port shall use and maintain numbered load tickets for each removal. Port shall retain tickets for ten years, or for such longer period as may be required by law. Each load ticket shall indicate the following:

(a) The date the Valuable Materials were removed from the Site;
(b) The Site from which the Valuable Materials was removed;
(c) The volume of Valuable Materials removed from the Site;
(d) The equipment number that removed the Valuable Materials from the Site;
(e) The name of the trucking or hauling firm that removed the Valuable Materials from the Site;
(f) The operator of the vehicle that removed the Valuable Materials from the Site; and
(g) The delivery point of the Valuable Materials.

5.4 Monthly Reports. Port shall report to State, on or before the 14th day of each month, on the Valuable Material Monthly Report form attached as Exhibit B, an itemized account of the volume of Valuable Materials used, conveyed, sold, or otherwise removed from the Site(s) during the preceding month in accordance with the following requirements and procedures:

(a) The report shall include:
    (1) The volume of Valuable Materials removed from the Site(s) and used by Port within Port boundaries;
    (2) The volume of Valuable Materials removed from the Site(s) and used for a public purpose by a Public Entity (other than Port);
    (3) The volume of Valuable Materials removed from the Site(s) and sold;
    (4) The Royalty Payment that is due for all Valuable Materials sold; and
    (5) Port's certification that the information provided is complete and accurate.
(b) Port shall submit this report even if no Valuable Materials were removed from a Site during the preceding month.

5.5 Audit. Port shall allow State to inspect and audit the books, contracts, and accounts of Port to determine whether Port is paying State the full amount owed under this Agreement. State will notify Port of any findings ("Audit Findings") made by DNR as a result of State's inspection and audit.

5.6 Audit Findings. If the audit under Paragraph 5.5 discloses that Port has underpaid the amount due to State by two percent (2%) or more:

(a) Port shall pay to State the cost of the inspection and audit within thirty (30) days of State's demand;

(b) Port shall compute the Royalty Payment associated with any under-reported Units disclosed by an audit at the rate of Two Dollars ($2.00) per Unit; and

(c) Port shall pay any deficiency to State within thirty (30) days of delivery of the Audit Findings to Port;

5.7 Port Challenge to Audit Findings. Within thirty (30) days of delivery of DNR's Audit Findings, Port may submit to DNR in writing a challenge to the Audit Findings. If Port submits a timely challenge to the Audit Findings, the deadlines set forth in Paragraph 5 will be suspended until State issues a written decision responding to Port's challenge. If State still determines that Port underpaid the amount due to State by two percent (2%) or more, Port shall pay the deficiencies to State within thirty (30) days of delivery of State's written decision.

SECTION 6 USE OF VALUABLE MATERIALS BY PUBLIC ENTITIES FOR PUBLIC PURPOSES

6.1 Conveyance to a Public Entity for a Public Purpose. "Public Entity" in this Agreement means a state agency, municipality, county, or public corporation. Port may convey Valuable Materials from the Site(s) to a Public Entity without charge if State determines prior to the conveyance that the use is for a public purpose. Port shall obtain State's prior determination as to whether the proposed use by the Public Entity is for a public purpose pursuant to the procedures set forth in Paragraph 6.3 below before Port is authorized to convey any Valuable Materials to the Public Entity. If State determines the proposed use qualifies as a public purpose under Paragraph 6.3 of this Agreement and RCW 79.140.110, Port shall not charge the Public Entity for the use of the Valuable Materials. Pursuant to RCW 79.140.110, a charge will be made by State if the Valuable Material is subsequently sold or used for some other purpose.

6.2 Use on Port Property. Port as a Public Entity may use Valuable Materials from the Site(s) for improvements to Port owned property without charge if State determines prior to the use that the use is for a public purpose. Port shall obtain State's prior determination as to whether the proposed use by Port is for a public purpose pursuant to the procedures set forth in Paragraph 6.3 below. Pursuant to RCW 79.140.110, a charge will be made by State if the Valuable Material is subsequently sold or used by the Port for some other purpose.

6.3 Port's Request and State's Determination of Port Conveyances

(a) In order for Port to use or convey Valuable Materials without payment of a royalty or other charge to State, Port shall obtain State's prior written authorization that the proposed use qualifies as a public purpose under RCW 79.140.110. To request authorization, Port shall request approval from State in writing at least thirty (30) days in advance of the proposed removal of the Valuable Materials from the Site(s). Port's request shall include a description and

volume of the Valuable Materials proposed for use, the intended recipient, a description of the intended use, and the location of the intended use.

(b) State shall determine whether the proposed use qualifies as a public purpose under RCW 79.140.110.

(c) If the proposed use qualifies as a public purpose, State shall provide Port written authorization to conduct the proposed use or convey the Valuable Materials without charge.

(d) If State determines the proposed use does not qualify as a public purpose as provided in RCW 79.140.110, State shall notify Port of State's determination that the proposed use or conveyance does not qualify as a public purpose and that a Royalty Payment will be due for the proposed use or conveyance. If Port elects to proceed with the proposed use or conveyance of Valuable Materials after being notified by State that the use or conveyance does not qualify as a public purpose, Port's use or conveyance shall be deemed a sale under the terms and conditions of Section 7 below.

6.4 Failure to Obtain State's Prior Approval. If Port fails to notify State and obtain State's approval prior to removing Valuable Materials from the Site(s), the use or conveyance of such Valuable Materials shall be deemed a sale under the terms and conditions of Section 7 of this Agreement.

SECTION 7 SALES OF VALUABLE MATERIALS

7.1 Sales of Valuable Material. The terms "sale" and "sold" refer to any use or conveyance of Valuable Materials that does not qualify as a public purpose under Section 6 of this Agreement and RCW 79.140.110.

7.2 Royalty Payment. Port shall pay to State a monthly Royalty Payment based upon the volume of Valuable Materials sold. The initial Royalty Payment shall be Thirty-Five Cents ($0.35) for each and every cubic yard of Valuable Materials sold (the "Royalty Rate").

7.3 Adjustments to Royalty Rate. On each anniversary of the Commencement Date, State shall adjust the Royalty Rate by the changes in the Producer Price Index ("PPI") for the commodities of sand, gravel, and stone as published by the Bureau of Labor Statistics of the US Department of Commerce (Commerce). If Commerce discontinues publication of the PPI, State shall use a reliable governmental or other non-partisan publication evaluating the information used in determining the PPI. State shall provide notice to Port of the adjusted Royalty Rate for the upcoming fiscal year by July 15th of each year. If State does not timely provide notice of the adjusted Royalty Rate to Port in accordance with this Paragraph 7.3, the adjusted Royalty Rate shall become effective thirty (30) days after the notice is deemed received by Port. The notice shall be deemed received by Port when the notice is effective under Section 15.

7.4 Payment for Valuable Materials Sold. At the time Port submits to State the monthly reports required under Section 5 of this Agreement, Port shall pay to State the full amount of

Royalty Payment due for the quantity of Valuable Materials sold for the preceding month, computed in accordance with Paragraphs 7.2 and 7.3 above. Any payment not paid by State's close of business on the date due is past due.

7.5 Late Charge. If State does not receive full Royalty Payment within ten (10) days of the date due, Port shall pay to State a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars ($50), whichever is greater, to defray the overhead expenses of State incident to the delay.

7.6 Interest for Past Due Royalty Payment and Other Sums Owed. Port shall pay interest on the past due Royalty Payment at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 7.5, Royalty Payments not paid by the close of business on the due date will begin accruing interest the day after the due date.

7.7 Referral to Collection Agency and Collection Agency Fees. If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Port shall pay collection agency fees in addition to the unpaid amount.

7.8 No Accord and Satisfaction. If Port pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept payment in any amount without prejudice to State's right to recover the balance of the Royalty Payment or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

7.9 No Counterclaim, Setoff, or Abatement of Royalty Payment. Except as expressly set forth elsewhere in this Agreement, Port shall pay Royalty Payments and all other sums payable by Port without the requirement that State provide prior notice or demand. Port's payment is not subject to counterclaim, setoff, deduction, defense, or abatement.

7.10 Conversion Factor for Determining Volume of Sale. When converting between cubic yards and tons a factor of 1.35 tons per cubic yard will be used. This factor may be periodically adjusted by mutual written agreement of State and Port.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

(a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup, including oil and petroleum products.

(b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any Hazardous Substance law.

(c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care applicable under the Washington State Model Toxics Control Act ("MTCA"), Chapter 70A.305 RCW.

(d) "Port and affiliates" when used in this Section 8 means Port or Port's subtenants, contractors, agents, employees, guests, invitees, licensees, permittees, or affiliates.

8.2 General Conditions. Port shall exercise the utmost care with respect to Hazardous Substances, including the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

8.3 Use of Hazardous Substances.

(a) Port and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances in conjunction with the use, removal, sale, storage, transportation, handling, or disposal of Valuable Materials, except in accordance with all applicable laws.

(b) Port shall not undertake, or allow others to undertake by Port's permission, acquiescence, or failure to act, activities related to the Valuable Materials that:

(1) Result in a release or threatened release of Hazardous Substances, or

(2) Cause, contribute to, or exacerbate any contamination exceeding regulatory cleanup standards whether the regulatory authority requires cleanup before, during, or after Port's use, removal, sale, storage, transportation, handling, or disposal of Valuable Materials.

8.4 In the Event of a Release or Threatened Release.

(a) Port shall immediately notify State if Port becomes aware of any release or threatened release of Hazardous Substance at the Site, on adjacent state-owned aquatic lands, and/or on any state-owned land used in conjunction with this Agreement.

(b) If a Port's act or omission related to the Valuable Materials results in a release of Hazardous Substances, Port, at its sole expense, shall promptly take all actions necessary or advisable to clean up, contain, and remove the Hazardous Substances in accordance with applicable laws.

8.5 Indemnity. Port shall be fully and completely liable to State, and, to the extent permitted by law, shall indemnify, defend and hold harmless State and its employees, officers, and agents from any and all damages, costs, fees (including attorney's fees and costs), penalties, judgments, and oversight costs arising out of, or relating to:

(a) The use, disposal, storage, transportation, generation, processing, handling and/or sale of Hazardous Substances by Port and affiliates occurring in conjunction with the use, removal, sale, storage, transportation, handling, or disposal of Valuable Materials;

(b) The release or threatened release of any Hazardous Substance resulting from any act or omission of Port and affiliates occurring in conjunction with the use, removal, sale, storage, transportation, handling, or disposal of Valuable Materials.

SECTION 9 INDEMNITY, FINANCIAL SECURITY, INSURANCE

9.1 Indemnity.

(a) For purposes of this Agreement and to the extent authorized by law, Port shall indemnify, defend, and hold harmless State, its employees, officials, officers, and agents from any Claims arising out of the use, removal, sale, conveyance, storage, transportation, handling, or disposal of Valuable Materials or related activities by Port, its contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees to the fullest extent permitted by law and subject to the limitations provided below.

(b) "Claim" as used in this Paragraph 9.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to any state-owned aquatic lands used in conjunction with this Agreement, diminution in value, and/or damages resulting from loss of use of any state-owned aquatic lands used in conjunction with this Agreement.

(c) State shall not require Port to indemnify, defend, and hold harmless State, its officials, officers, employees, or agents for claims caused solely by or resulting solely from the negligence or willful act of State or State's officials, officers, employees, or agents.

(d) Port specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and/or hold harmless State and its officials, officers, agents, or employees. Further, Port's obligation under this Agreement to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the worker's compensation acts.

(e) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a claim, suit, or action for injuries or damage is caused by or results from the concurrent negligence of (a) State or State's, employees, officials, officers, agents and (b) Port or Port's tenants, agents, or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of Port and those acting on its behalf.

(f) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Port's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold harmless State for Hazardous Substances.

9.2 Insurance Terms.

(a) Insurance Required.

(1) At its own expense, Port, or Port's contractor(s) where permitted below, shall procure and maintain during the term of this Agreement, the insurance coverages and limits described in Paragraphs 9.2 and 9.3 of this Agreement.

(2) Unless State agrees to an exception, Port shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of A.M. Best's Insurance Reports. Port may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.

(3) All general liability, excess, umbrella liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as an additional insured.

(4) All insurance provided in compliance with this Agreement must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

(b) Waiver.

(1) Port waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Agreement covers these damages,

(2) Except as prohibited by law, Port waives all rights of subrogation against State for recovery of damages to the extent that they are covered by the Port's insurance maintained pursuant to this Agreement.

(c) Proof of Insurance.

(1) Port shall provide State with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Agreement and, if requested, copies of policies to State.

(2) The certificate(s) of insurance must reference additional insured and the Agreement number.

(3) Receipt of such certificates or policies by State does not constitute approval by State of the terms of such policies.

(d) State must receive written notice before cancellation or non-renewal of any insurance required by this Agreement, as follows:

(1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.

(2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of

cancellation; otherwise, provide State thirty (30) days' advance notice of cancellation or non-renewal.

(e) Adjustments in Insurance Coverage.

(1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.

(2) Port shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.

(f) General Terms.

(1) State does not represent that coverage and limits required under this Agreement are adequate to protect Port.

(2) Coverage and limits do not limit Port's liability for indemnification and reimbursements granted to State under this Agreement.

(3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this Agreement, then to pay the cost of the reconstruction, then to pay State any sums in arrears, and then to Port.

9.3 Insurance Types and Limits.

(a) General Liability Insurance.

(1) Port or Port's contractor(s) shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Site(s) and/or arising out of Port's use, occupation, or control of the Site(s) and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars ($1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

(2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

(3) MGL insurance must have no exclusions for non-owned watercraft.

(b) Workers' Compensation.

(1) State of Washington Workers' Compensation.

(i) Port shall comply with all State of Washington workers' compensation statutes and regulations. Port shall provide workers' compensation coverage for all employees of Port. Coverage must include bodily injury (including death) by accident or disease,

which arises out of or in connection with Port's use, occupation, and control of the Site.

(ii) If Port fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Port shall indemnify State. Indemnity shall include all fines; payment of benefits to Port, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.

(2) Longshore and Harbor Worker's Act. The Longshore and Harbor Worker's Compensation Act (33 U.S.C. Section 901 et seq.) may require Port to provide insurance coverage for longshore and harbor workers other than seamen. Port shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with this Act. Port is responsible for all civil and criminal liability arising from failure to maintain such coverage.

(3) Jones Act. The Jones Act (46 U.S.C. Section 30104) may require Port to provide insurance coverage for seamen injured during employment resulting from negligence of the owner, master, or fellow crew members. Port shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with this Act. Port is responsible for all civil and criminal liability arising from failure to maintain such coverage.

(c) Employer's Liability Insurance. Port or Port's contractor(s) shall procure employer's liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars ($1,000,000) each accident for bodily injury by accident or One Million Dollars ($1,000,000) each employee for bodily injury by disease.

9.4 Financial Security.

On the Commencement Date of this Agreement, Port is not required to procure and maintain a corporate security bond or other financial security ("Security"). During the Term of this Agreement, State may require Port to procure and maintain Security. Port's failure to maintain the Security in the required amount during the Term constitutes a breach of this Agreement.

(a) All Security must be in a form acceptable to State.

(1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports, unless State approves an exception in writing. Port may submit a request to the Risk Manager for the Department of Natural Resources for an exception to this requirement.

(2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*

(3) Savings account assignments, if approved by State, must allow State to

draw funds at will.

(b) Port shall deliver a form of Security to State within thirty (30) days after State has required the amount of the Security.

(c) Upon any default by Port in its obligations under this Agreement, State may collect on the Security to offset the liability of Port to State. Collection on the Security does not (1) relieve Port of liability, (2) limit any of State's other remedies, (3) reinstate the Agreement or cure the default or (4) prevent termination of the Agreement because of the default.

SECTION 10 DEFAULT AND REMEDIES

10.1 Default Defined. Port shall be in default of this Agreement on the occurrence of any of the following:

(a) Failure to comply with any law, regulation, rule, permit, or order of any lawful governmental authority regarding Port's activities relating to the Valuable Materials and the Site(s);

(b) Failure to pay any Royalty Payment or other expense when due;

(c) Failure to comply with the reporting or audit requirements or to cooperate with State in an inspection and audit conducted under Paragraph 5.5;

(d) Failure to comply with any other provision of this Agreement;

(e) Proceedings commenced by or against Port under any bankruptcy act or for the appointment of a trustee or receiver of Port's property.

10.2 Event of Default. A default shall become an event of default ("Event of Default") if Port fails to cure the default within thirty (30) days after State provides Port written notice of default, which identifies the reason for the default and the factual basis therefore. If a default other than a monetary default is not reasonably capable of being cured within the thirty (30) days after State provides Port with a notice of default, Port shall commence the cure within the thirty (30) day period and continuously prosecute the cure with diligence until completion. If the default is not reasonably capable of being cured within the thirty (30) days following notice, and Port has either failed to commence the cure within the thirty (30) day period, or has failed to continuously prosecute the cure with diligence, the default shall become an Event of Default.

10.3 Remedies. Upon an Event of Default, State may, in its sole discretion, terminate this Agreement and/or seek other available remedies.

SECTION 11 ENTRY

Upon reasonable notice, and subject to the conditions of this Section, State shall have right of entry to the Site(s) at reasonable times for any lawful purposes. Port warrants that DNR has the right to access and enter the Site(s) as Port's licensee pursuant to the Temporary Disposal Easement Deed, as amended by the First Amendment to Temporary Disposal Easement Deed. To the extent any additional permission is needed from the City of Everett for State to enter the

Site(s), Port agrees to obtain such permission prior to State's entry.

SECTION 12 CONFORMANCE WITH LAWS

Port shall keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding its activities relating to the Valuable Materials and the Site(s).

SECTION 13 CONDEMNATION OF A SITE

13.1 Definition of Taking. "Taking" means that an entity authorized by law exercises the power of eminent domain, either by judgment, settlement in lieu of judgment, or voluntary conveyance in lieu of formal court proceedings, over all or any portion of a Site.

13.2 Allocation of Award. State shall be entitled to an apportionment of the condemnation award that is equal to the fair market value of the Valuable Materials on the portion of the Site(s) subject to the taking.

13.3 Notice of Taking. Port shall give State notice of any proposed taking of a Site or portion of a Site.

13.4 State's Rights and Remedies. State shall have the right to appear in any proceeding relating to the taking and to claim just compensation for the Valuable Materials on the portion of the Site(s) subject to the taking. Where there is a taking, State may exercise any other rights or remedies provided to State by law or the Port Management Agreement between State and Port. State's remedies and rights to just compensation for any taking is not limited by this paragraph 13.4.

SECTION 14 PROHIBITION AGAINST ASSIGNMENT

Neither State nor Port shall assign this Agreement.

SECTION 15 NOTICE AND SUBMITTALS

Following are the locations for delivery of notice and submittals required or permitted under this Agreement. Any Party may change the place of delivery upon ten (10) days written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Aquatic Resources Division | Rivers District
PO Box 280 | 601 Bond Rd

Castle Rock, WA 98611

Port: PORT OF EVERETT
1205 Craftsman Way, Suite 200
Everett, WA 98201

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Agreement number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

SECTION 16 MISCELLANEOUS

16.1 Authority. Port and any and all persons executing this Agreement on behalf of Port represent that Port is qualified to do business in the State of Washington, that Port has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Port is authorized to do so. Upon request, Port shall provide evidence satisfactory to the other Party confirming these representations.

16.2 Entire Agreement. This Agreement, including the exhibits, attachments, and addenda, if any, contains the entire Agreement of the Parties. All prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Site(s), if any, are merged into this Agreement.

16.3 Cumulative Remedies. The rights and remedies of State under this Agreement are cumulative and in addition to all other rights and remedies afforded to State by law or equity or otherwise.

16.4 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Agreement.

16.5 Headings. The headings used in this Agreement are for convenience only and in no way define, limit, or extend the scope of this Agreement or the intent of any provision.

16.6 Invalidity. If any provision of this Agreement shall prove to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Agreement.

16.7 Waiver.

(a) The waiver of any breach or default of any term, covenant, or condition of this Agreement is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Agreement. State's acceptance of a payment is not a waiver of

any preceding or existing breach other than the failure to pay the particular payment that was accepted.

(b) The renewal of the Agreement, extension of the Agreement, or the issuance of a new Agreement to Port does not waive State's ability to pursue any rights or remedies under the Agreement.

16.8 Applicable Law and Venue. This Agreement is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Agreement is in the Superior Court for Thurston County, Washington.

16.9 Statutory Reference. Any reference to a statute or rule means that statute or rule as presently enacted or hereafter amended or superseded.

16.10 Survival. Any obligations of Port not fully performed upon termination of this Agreement do not cease, but continue as obligations of Port until fully performed.

16.11 Modification. Any modification of this Agreement must be in writing and signed by the Parties. State shall not be bound by any oral representations or statements.

16.12 Language. The word "Parties" means State and Port in the collective. The word "Party" means either or both State and Port, depending on the context.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

PORT OF EVERETT

Dated: August 10, 2021

LISA LEFEBER
CEO/Executive Director
1205 Craftsman Way, Suite 200
Everett, WA 98201
(360) 739-2505

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: August 19, 2021

~~TOM GORMAN~~ KATRINA LASSITER
Interim ~~Aquatic Resources Division Manager~~ Deputy Supervisor
1111 Washington Street SE
Olympia, WA 98504

Approved as to form this
26th day of July 2021
Jennifer Clements, Assistant Attorney General

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY & USE CLASSIFICATIONS

Agreement Number 31-093713

1. LEGAL DESCRIPTION OF THE PROPERTY:
That real property legally described and shown as Lease No. 31-093713 in that Record of Survey recorded in Snohomish County, Washington on January 18th, 2008 under Auditor's File Number 200801185005.

The actual stockpile location is a portion of the legal lot. The stockpile location is identified in a Temporary Disposal Easement Deed between the City of Everett and Port (Exhibit C). The easement area is also colloquially known as "Parcel 'O'" and is located on Snohomish County Parcel No. 00480100100100.

EXHIBIT B
State of Washington Department of Natural Resources Valuable Material Monthly Report

Port Name: PMA #:

DIRECTIONS: Section 5 of the Port Agreement for Storage, Conveyance, Sale, and Use of State-Owned Valuable Materials No. 31-093713 requires you to submit a Monthly Report that includes an itemized account of the volume of Valuable Materials used, conveyed, sold, or otherwise removed from the Site(s) during the preceding month.

The report shall identify:
(1) The volume of Valuable Materials removed from the Site(s) and used by Port within Port boundaries;
(2) The volume of Valuable Materials removed from the Site(s) and used for a public purpose by a Public Entity (other than Port) along with an attached written authorization form as per Section 6.3 of the agreement;
(3) The volume of Valuable Materials removed from the Site(s) and sold; and
(4) The Royalty Payment that is due for all Valuable Materials sold.

Port is required to submit this report even if no Valuable Materials were removed from a Site during the preceding month. The Monthly Report and Royalty Payment are due by the 14th of each month.

ITEMIZED ACCOUNT

For the month of ***[Enter Month and Year]***, Port reports the following uses, conveyances, sales, or other removals:

Site #	Volume of Valuable Materials removed from the Site(s) and used by Port within Port boundaries	Volume of Valuable Materials removed from the Site(s) and used for a public purpose by a Public Entity (other than Port)	Volume of Valuable Materials removed from the Site(s) and sold	Royalty Rate per Cubic Yard	Total amount Royalty Due

I, the undersigned, certify to the best of my knowledge that the information contained herein is complete and accurate.
Printed Name:_____
Signature:_____ Date:_____
Phone:_____

EXHIBIT C
Temporary Disposal Easement Deed
between City of Everett and Port of Everett

TEMPORARY DISPOSAL EASEMENT DEED

THE GRANTOR, City of Everett, a municipal corporation of Washington State, for and in consideration of the dredge material being deposited upon Grantor's property as permitted by this easement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, conveys and warrants to the Grantee, Port of Everett, a Washington public port district, its successors, assigns, agents, representatives, licensees, contractors, and subcontractors, a temporary and assignable easement and right-of-way in, on, over, and across the City Property depicted in Exhibit "A", hereinafter the "Easement Area" (collectively, the "Easement"). The Easement is for the purpose of the deposition, disposal, and subsequent removal of dredge material excavated from the Snohomish River Channel and to perform any other work necessary and incident to the construction of the Everett Harbor and Snohomish River Projects, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures or obstacles, within the limits of the Easement Area; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

The Grantee may authorize use of this Easement by the U.S. Army Corps of Engineers, as well as Grantee's successors, assigns, agents, representatives, licensees, contractors, and subcontractors.

This Easement is for a period of two years, commencing on December 31, 2019, and terminating on December 31, 2021. Upon termination of this Easement, Grantee shall leave the Easement Area in a level, rough-graded condition, and shall remove all equipment, debris, and other materials from the Easement Area, excepting however that Grantee may leave all or a portion of the dredged material placed in the Easement Area subject to this Easement.

[signature page follow]

Dated this 30 day of 12, 2019.

CASSIE FRANKLIN, MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

Office of the City Attorney
APPROVED AS TO FORM
David C. Hall, City Attorney

City Attorney

STATE OF WASHINGTON)
) ss
County of Snohomish)

On this 30 day of December, 2019, before me the undersigned, a Notary Public for the State of Washington, personally appeared Cassie Franklin, to me known to be the duly elected and qualified Mayor of the City of Everett and is authorized to execute the within instrument on behalf of said municipal corporation and acknowledged said instrument as the free and voluntary act of the corporation for the uses and purposes mentioned therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

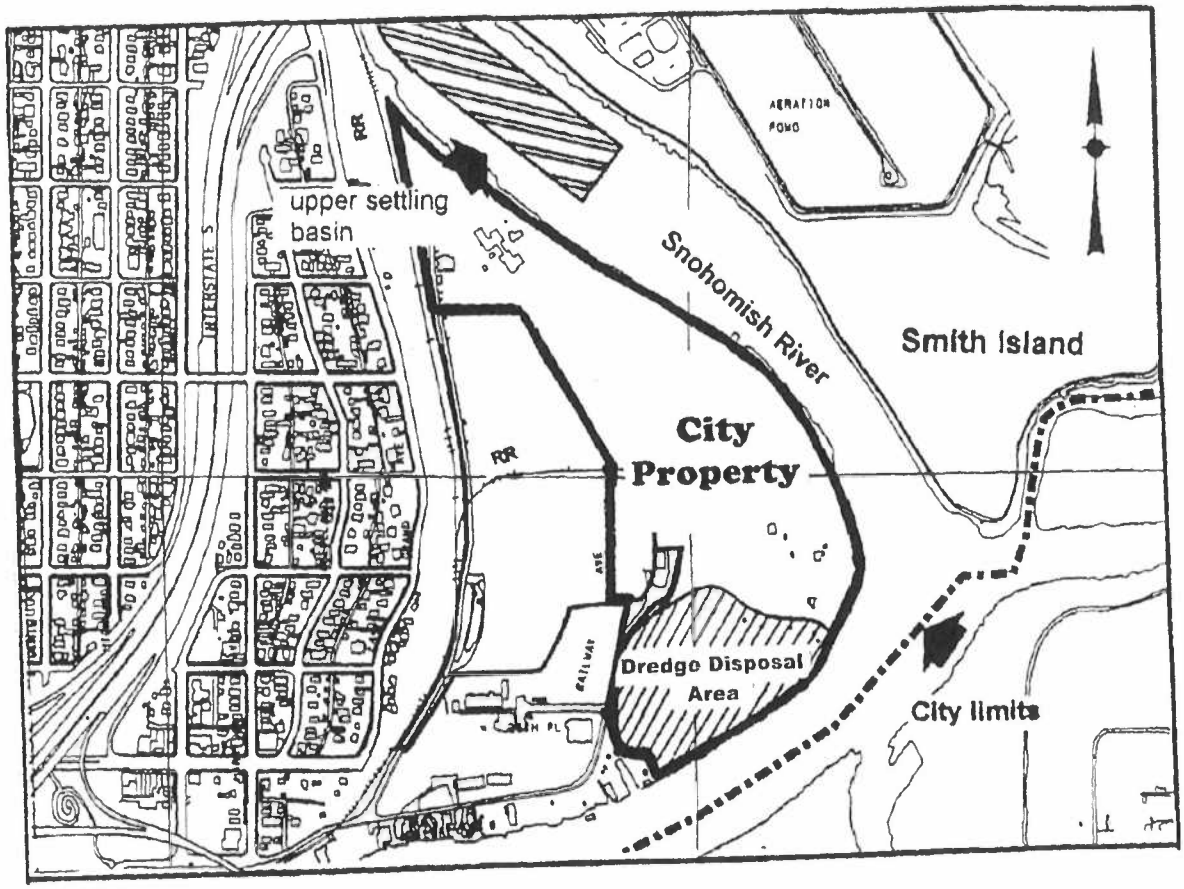
ELIZABETH A SMITH
COMMISSION EXPIRES
NOTARY
199076
PUBLIC
4-09-22
STATE OF WASHINGTON

Notary Seal

Notary Public for the State of Washington
Residing at: Everett
My Commission expires: 4.9.22

Exhibit "A"

Temporary Disposal Easement Area



202104280329
MODIFICATION OF EASEMENT Rec: $105.50
4/28/2021 11:58 AM 3 PG
SNOHOMISH COUNTY, WA

After recording mail to:

City of Everett
Real Property Manager
3200 Cedar Street
Everett, WA 98201

NO EXCISE TAX REQUIRED

APR 28 2021

BRIAN SULLIVAN, Snohomish County Treasurer
By BRIAN SULLIVAN

COVER SHEET

Document Title:	First Amendment to Temporary Disposal Easement Deed
Grantor:	City of Everett, a municipal corporation of the State of Washington
	Additional names on page n/a of document
Grantee:	Port of Everett, a port district of the State of Washington
Cross Reference Doc(s):	202001090615
Legal Description:	Ptn. NE1/4, SW1/4 and Ptn. SE1/4, SW1/4, Section 21, Township 29 North, Range 5 East , W.M.1 in Snohomish County, State of WA
Assessor's Property Tax Parcel/Account Number:	Ptn. of 00480100100100; 00516900101100

CHICAGO TITLE INSURANCE COMPANY HAS PLACED THIS DOCUMENT OF RECORD AS A CUSTOMER COURTESY AND ACCEPTS NO LIABILITY FOR THE ACCURACY OR VALIDITY OF THE DOCUMENT.
500120340

FIRST AMENDMENT TO TEMPORARY DISPOSAL EASEMENT DEED

THIS FIRST AMENDMENT ("Amendment") is dated as of April 19, 2021, and it amends the terms of the Temporary Disposal Easement Deed dated December 30, 2019, recorded under Snohomish County recording number 202001090615 ("Easement"), between City of Everett, a municipal corporation of Washington State ("Grantor") and Port of Everett, a Washington public port district ("Grantee").

The Easement is hereby extended until February 28, 2025. The Easement may not be terminated before December 31, 2022, except by those termination rights and privileges reserved by Grantor in the Easement. After December 31, 2022, the Easement may be terminated with no less than one-year advance notice.

Except as set forth in this Amendment, the provisions of the Easement shall remain unchanged and shall continue in full force and effect.

[signature page follow]

Dated this 19 day of April, 2021.

CASSIE FRANKLIN, MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss
County of Snohomish)

On this 19th day of April, 2021, before me the undersigned, a Notary Public for the State of Washington, personally appeared Cassie Franklin, to me known to be the duly elected and qualified Mayor of the City of Everett and is authorized to execute the within instrument on behalf of said municipal corporation and acknowledged said instrument as the free and voluntary act of the corporation for the uses and purposes mentioned therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

Christina M Wiersma
Notary Public
State of Washington
My Appointment Expires 11/10/2022
Commission Number 119903

Christina M. Wiersma
Notary Public for the State of Washington
Residing at: Marysville, WA
My Commission expires: 11-10-2022

Notary Seal

EVERETT

STANDARD LICENSE TO USE CITY PROPERTY

This Standard License to Use City Property ("***License***") is made as of the Effective Date in Part A below and is between the City of Everett, a Washington municipal corporation (*the* ***"City***"), and the person identified as Licensee in Part A below ("***Licensee***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Licensee agree as follows:

A. SPECIFIC LICENSE PROVISIONS

The following definitions and provisions apply and are part of this License:

Licensee	Enter Licensee name
	Enter Licensee street address
	Enter Licensee city, state, zip
	Enter Licensee email address
Effective Date	Select date
Term	from Select date to Select date
Licensed Property	Enter description of Licensed Property
Rent	$ Enter amount
Approved Use	Enter approved use
City Notice Address	Real Property Manager City of Everett 2930 Wetmore Ave., Suite 8A Everett, WA 98201
Licensee Insurance Contact Information	Enter insurance contact name
	Enter insurance contact phone number
	Enter insurance contract email address

Additional Provisions	Enter additional provision(s) or N/A

B. GENERAL LICENSE CONDITIONS

Unless specifically provided otherwise in the Specific License Provisions, the following provisions apply:

1. LICENSED PROPERTY. The City licenses to Licensee the Licensed Property. Licensee has examined the Licensed Property and is in all respects familiar with the Licensed Property and the improvements in the Licensed Property. Licensee accepts the Licensed Property and its improvements in their "as is" condition.

2. TERM. The Term of this License is as set forth in Part A, unless terminated earlier as set forth in this License.

3. TERMINATION. The City may terminate this License at any time and for any reason effective upon 30-days prior written notice to Licensee. The City may also terminate this License effective upon written notice to Licensee in the event of material breach of this License. These rights are in addition to any other rights at law or in equity.

4. RENT. During the term of this License, Licensee shall pay the Rent stated in Part A by the first day of each calendar month of the Term to:

Treasurer
City of Everett
2930 Wetmore Avenue
Everett, WA 98201

or such other place as the City may from time to time designate in writing. This amount includes Leasehold Excise Tax, if applicable.

5. USE. Licensee shall use the Licensed Property only for the Approved Use stated in Part A. Licensee shall not use or permit the use of the Licensed Property for any other use without the prior written consent of the City, which may be withheld at the City's sole discretion. The Approved Use shall not interfere in any way with any the City use of the Licensed Property, including without limitation utilities and travel.

6. COMPLIANCE WITH LAW. Licensee shall not do anything or permit anything to be done in or about the Licensed Property which will in any way violate or conflict with any applicable federal, state or local law. Unless otherwise agreed in writing by the City, Licensee must at Licensee's sole cost acquire all permits required by law or regulation necessary for the Approved Use.

7. INSPECTION AND RIGHT-OF-ENTRY. The City and its agents shall have the right, but not the duty, to inspect the Licensed Property at any time to determine whether Licensee is complying with the terms of this License.

8. MAINTENANCE OF LICENSED PROPERTY. Licensee shall at all times throughout the Term keep the Licensed Property in good order, condition and repair. Licensee shall maintain the Licensed Property in a clean, orderly and neat appearance, and shall not permit any offensive odors to emit from the Licensed Property and shall not commit waste nor permit any waste to be committed in the Licensed Property. Except to the extent this License specifically states otherwise, Licensee is responsible for maintenance of the Licensed Property. Licensee shall use care to avoid damaging or destroying the City property by reason of its operations pursuant to this License. Any damage caused by Licensee to the City or other property shall be promptly repaired or replaced by Licensee.

9. THE CITY'S ACCESS FOR REPAIRS. The City reserves the right to make repairs, alterations, connections or extensions to the Licensed Property as the City deems necessary, and Licensee shall permit the City to enter the Licensed Property for this purpose at any time.

10. ALTERATIONS; SIGNS. Licensee shall not make or permit to be made any alterations, additions, improvements or installations in or to the Licensed Property (including telecommunication facilities), or place signs or other displays visible from outside of the Licensed Property, without first obtaining the written consent of the City, which may be withheld in the City's sole discretion. Prior to any alteration of the Licensed Property, the Licensee will supply the City with a drawing and any necessary specifications relating to its proposed alteration of the Licensed Property. The City's review, comments, and approval shall not create any City liability for any action or inaction relating to such review, and Licensee shall remain wholly responsible for the safety, adequacy, suitability, utility, and constructability of its alteration.

11. SUBLETTING AND ASSIGNMENT. This License is personal to the Licensee and may not be transferred, assigned, subleted, conveyed, pledged, inherited, encumbered, or hypothecated.

12. SURRENDER OF LICENSED PROPERTY. Licensee shall, at the expiration or earlier termination of this License, surrender and deliver the Licensed Property to the City (i) in as good condition as when received by Licensee from the City or as later improved, reasonable use and wear excepted, and (ii) free from any occupancy by any person.

13. INDEMNIFICATION.

(a) Indemnity. Licensee shall indemnify, defend and hold harmless the City against and from any and all claims, actions, damages, liability, costs and expenses, including attorney's fees, arising out of or relating to (a) Licensee's use of the Licensed Property or from the conduct of Licensee's business or from any activity, work, or other things done or permitted by Licensee in or about the Licensed Property, (b) any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this License, (c) any act or omission, negligence or willful misconduct of Licensee, or any officer, agent, employee, guest, or invitee of Licensee, and from all costs, damages, attorneys' fees and liabilities incurred in defense of any such claim in any action or proceeding brought thereon. Licensee, as a material part of the consideration to the City, hereby assumes all risk of damage to property or injury to persons in, upon or about the Licensed Property from any cause other than and to the extent of the City's gross negligence or willful misconduct. Licensee shall give prompt notice to the City in case of

casualty or accident in the Licensed Property. This Section shall survive the expiration or termination of this License. For the purposes of this License, the claims, actions, damages, liability and expenses for which Licensee must indemnify, defend and hold harmless the City are referred to as "***Covered Claims***".

(b) Concurrent Fault. This Section does not purport to indemnify the City against liability for Covered Claims caused by or resulting from the sole gross negligence or willful misconduct of the City, its officers, employees and agents. If Covered Claims are caused by or result from the concurrent negligence of (i) the City, its officers, employees or agents, and (ii) Licensee, its agents, servants, employees, officers, subcontractors, sublicensees, sublicensees, successors or assigns, then this Section will provide the City the maximum indemnification permitted by law.

(c) Washington Law. This Section is specifically and expressly intended to constitute a waiver of Licensee's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the full extent necessary to provide the City with a full and complete indemnity from claims made by Licensee and its employees, to maximum extent allowed by law. THE CITY AND LICENSEE ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

(d) Waiver and Release. The City shall not be liable to Licensee, or its directors, officers, shareholders, agents, employees, invitees, sublicensees, contractors or licensees, for any loss, injury or damage to Licensee or any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless, and then only to the extent, it is caused by or results from the gross negligence or willful misconduct of the City or its employees without contributory negligence on the part of Licensee or any of its directors, officers, shareholders, employees, agents, invitees, sublicensees, licensees or contractors. As a material part of the consideration to the City for this License, Licensee hereby waives and releases all claims against the City with respect to all matters for which the City has disclaimed liability pursuant to the provisions of this License.

14. INSURANCE/WAIVER OF SUBROGATION.

(a) Licensee Insurance. Licensee shall, throughout the Term, at its own expense, keep and maintain in full force and effect the following policy, which shall be endorsed as needed to provide that the insurance afforded by the policy is primary and that all insurance or self-insured retention carried or maintained by the City is strictly excess and secondary and shall not contribute with Licensee's liability insurance:

> A policy of commercial general liability insurance insuring against claims of bodily injury and death or property damage or loss with a combined single limit at the Effective Date of this License of not less than Two Million Dollars ($2,000,000.00) per occurrence. Licensee shall include the City as an additional insured.

The insurance policy required under this Section shall be with companies having a rating according to Best's Insurance Key Rating Guide for Property – Casualties of no less than A- Class VIII. The policy shall provide that it is not subject to cancellation, lapse or reduction in coverage

except after thirty (30) days' written notice to the City. Licensee shall deliver to the City, prior to the commencement of its occupation of the Licensed Property and from time to time thereafter, at the City's request, certificates evidencing the existence and amounts of such policy and copies of such insurance policy. Receipt by the City or the City's designee of any certificate or other insurance document showing less coverage than required is not a waiver of Licensee's obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Licensee's obligations to fulfill the requirements of this Section.

(b) Waiver of Subrogation. Licensee intends that its property loss risks shall be borne by its insurance carriers to the extent above provided, and Licensee hereby agrees to look solely to, and seek recovery only from, its respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. Licensee hereby waives all rights and claims for such losses, and waives all rights of subrogation of its respective insurers, provided such waiver of subrogation shall not affect the rights to the insured to recover thereunder. Licensee agrees that its respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder, so long as no material additional premium is charged therefor.

15. HAZARDOUS MATERIALS.

(a) Licensee shall not cause or permit any storage, use, sale, release, generation or disposal of any Hazardous Materials (as defined below) in, on or about the Licensed Property; provided, however, Licensee shall be permitted without notice or the City's written consent to handle, store, use or dispose of products containing small quantities of Hazardous Materials, such as ordinary cleaning and ordinary maintenance products used by Licensee for cleaning and maintenance in the reasonable and prudent conduct of the Approved Use on the Licensed Property. Licensee further covenants and agrees that at all times during the Term of this License, Licensee shall comply with all applicable Environmental Laws (as defined below), now or hereafter in effect, regulating Licensee's occupation and/or operation and/or use of the Licensed Property.

(b) "***Hazardous Materials***" means any waste, pollutant, contaminant, chemical, petroleum product, pesticide, fertilizer, substance, or material that is defined, classified, or designated as hazardous, toxic, radioactive, dangerous, or other comparable term or category under any Environmental Laws (as defined below), including, but not limited to, gasoline, oil or any byproducts or fractions thereof, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, paints, solvents, lead, cyanide, radioactive material, or any other materials which have adverse effects on the environment or the health and safety of persons.

(c) "***Environmental Laws***" means all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes, and any judicial or administrative interpretation thereof or requirement thereunder, now or hereafter in effect, relating, to the regulation or protection of human health, safety, the environment and natural resources, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. §§ 5101 et seq.),

the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), and any similar or comparable state or local laws, including without limitation, the Model Toxics Control Act (Chapter 70A.030 RCW, formerly codified at Chapter 70.105D RCW) and the Hazardous Waste Management Act (Chapter 70A.029 RCW, formerly codified at Chapter 70.105 RCW).

(d) All portions of this Section shall survive the expiration or termination of this License.

16. MISCELLANEOUS

(a) Notices. All notices to be given by the parties shall be in writing and may either be served personally, delivered by overnight courier (such as UPS or Fed Ex) or deposited in the United States mail, postage prepaid, by either registered or certified mail to the notice addresses provided in Part A of this License. A party may change its notice address effective on written notice to the other party. All such notices shall be deemed delivered and effective on the earlier of (i) the date received or refused for delivery, or (ii) five (5) calendar days after having been deposited in the United States Postal Service, postage prepaid. In lieu of the foregoing, the City may deliver any notice to the Licensee's email address in Part A, in which case the notice shall be deemed delivered and effective upon sending.

(b) No Waiver of Covenants. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. The subsequent acceptance of Rent by the City shall not be deemed to be a waiver of any preceding breach by Licensee of any agreement, condition or provision of this License, other than the failure of Licensee to pay the particular Rent so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such Rent. One or more waivers of any breach of any covenant, term, or condition of this License shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

(c) No Consequential Damages. Notwithstanding any contrary provision herein, the City shall not be liable under any circumstances for injury or damage to, or interference with, Licensee's business, or for any consequential, incidental or special damages, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

(d) Joint and Several Liability. If Licensee is composed of more than one signatory to this License, each signatory shall be jointly and severally liable with each other signatory for payment and performance according to this License. The act of, notice to, notice from, refund to or signature of, any signatory to this License (including, without limitation, modifications of this License made by fewer than all such signatories) shall bind every other signatory as though every other signatory had so acted, or received or given the notice or refund, or signed.

(e) Nature of License. The City does not warrant its title or ownership of the Licensed Property. This License is not exclusive. The City is not prohibited from granting permission to others to occupy or use portions of the Licensed Property where such uses are not inconsistent with this License. No possessory interest is granted to Licensee in the License Property. The City reserves all rights not expressly granted by this License. This License does not create any rights in any third party.

(f) Risk of Loss to Licensee's Property. Licensee bears all risk of any and all damage and loss to Licensee's property being on the Licensed Property.

(g) Entire Agreement; Amendment. This License represents the entire agreement between the parties relating to the Licensed Property and supersedes all other agreements and representations made prior hereto. No amendment hereof shall be binding on either party unless and until approved in writing by both parties, with the Mayor signing on behalf of the City and a representative of Licensee signing on behalf of Licensee.

(h) Severability**.** If any provision of this License or any application hereof shall be found to be invalid or unenforceable, for any reason, such provisions shall be enforceable to the maximum extent permitted by law and the remainder of this License and any other application of such provision shall not be affected thereby.

(i) Choice of Law and Venue. This License shall be administered and interpreted under the laws of the State of Washington. Exclusive venue for litigation arising from or relating to this License shall be in Snohomish County, Washington.

(j) Additional Provision(s). The parties will comply with any Additional Provision(s) in Part A. If an Additional Provision contains an obligation concerning events or conduct after the termination of this License, then the obligation survives the termination.

(k) Survivability. All clauses of this License that require performance beyond the expiration of termination of the License shall survive such termination or expiration.

(l) No Third Party Beneficiary. This License is executed for the exclusive benefit of the signatory parties and their respective successors and assigns. Nothing herein shall be construed as creating any enforceable right, interest, claim or cause of action in or for any third-party.

(m) Regulatory Authority Reserved. Licensee expressly acknowledges that the City is a municipal corporation organized under the laws of the state of Washington and has executed this License in its capacity as owner of the Licensed Property. Nothing in this License shall be construed as waiving, abridging or otherwise limiting the City of Everett's regulatory authority, police power and/or legislative discretion, which are hereby expressly reserved in full. Without prejudice to the foregoing, nothing in this License shall be construed as entitling Licensee to receive any permit, license or other regulatory approval, or as waiving or excusing Licensee's compliance with any applicable regulatory process.

(n) Public Records Disclosure. Licensee expressly acknowledges that the City is an "agency" as defined by Chapter 42.56 RCW, and is fully subject to the provisions governing

the disclosure of public records codified in that statute. To the extent required or otherwise authorized by said statutes or other applicable law:

- Any public records submitted to or generated by City in connection with this License are potentially subject public to inspection and copying upon request. Licensee expressly waives any claim or cause of action against City arising out of such disclosure.

- Licensee shall fully cooperate with and assist City with respect to any request for public records received by City and related to any public records generated, produced, created and/or possessed by City and related to this License. Upon written demand by City, Licensee shall furnish City with full and complete copies of any such records within ten business days. Licensee's failure to timely provide such records upon demand shall be deemed a breach of this License. To the extent that City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Licensee shall fully indemnify and hold harmless City therefor.

For purposes of this subsection, the term "public records" shall have the same meaning as defined Chapter 42.56 RCW, as such chapter has been construed by Washington courts. The provisions of this subsection shall survive the expiration or termination of this License.

(o) Counterparts / Signatures. This License may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single License. Both parties agree that electronic signatures, copies of signatures by photocopy, email, pdf or fax shall be considered equivalent to handwritten signatures executed on paper. Scanned copies of a signature will be considered the same as a handwritten signature. AdobeSign signatures are fully binding.

[signatures on following pages(s)]

IN WITNESS WHEREOF, the City and Licensee have executed this License.

CITY OF EVERETT
WASHINGTON

_____
Cassie Franklin, Mayor

_____
Date

ATTEST

_____
Office of the City Clerk

Enter Licensee's name – must match name in Specific Provisions

Signature: _____

Name of Signer: Enter signer's name
Signer's Email Address: Enter email address
Title of Signer: Enter title

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JULY 3, 2024

AGENDA ITEM NO. 12.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 17, 2025
SUBMITTED BY:	Bryan Milligan, Engineering
ITEM TYPE:	Agreement
AGENDA SECTION:	**New Business**
SUBJECT:	Supplemental No. 3 to the PSA with Botesch, Nash and Hall, Architects, P.S._1049 State Avenue Addition
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental No. 3 to the Professional Services Agreement with Botesch, Nash & Hall Architects for the 1049 State Avenue Addition.
SUMMARY:	This Supplemental No. 3, in the amount of $53,561.57, is needed for continued project support through construction. With this supplement, the total contract amount is $474,859.57.

ATTACHMENTS:

Supplemental No. 3 - Botesch, Nash & Hall, Arcitects, P.S.(2).pdf
Original Contract and Supplementals for Reference.pdf

SUPPLEMENTAL AGREEMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MARYSVILLE AND BOTESCH, NASH AND HALL, ARCHITECTS, P.S.

THIS SUPPLEMENTAL AGREEMENT NO. 3 ("Supplemental Agreement No. 3") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation ("City") and Botesch, Nash and Hall, , a professional services corporation ("Consultant").

WHEREAS, the parties hereto have previously entered into an agreement for archetectual & enineering design services for the 1049 State Ave. Addition (the "Original Agreement"), said Original Agreement being dated May 16, 2024; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for full design, permitting, bid documents & contract administration and to provide compensation therefore;

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

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No. 1, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, "TERM", is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight on February 28, 2026.

3. Section 3 of the Original Agreement, "COMPENSATION", is amended to include the additional Consultant fee of $53,561.57 and shall read as follows: "In no event shall the compensation paid to Consultant under this Agreement exceed $474,859.57 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City."

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	$421,298.00
Supplemental Agreement No.3	$ 53,561.57
Grand Total	$474,859.57

4. Each and every provision of the Original Agreement for Professional Services dated May 16, 2024, shall remain in full force and effect, except as modified herein.

DATED _____

CITY OF MARYSVILLE

By _____

Jon Nehring, Mayor

DATED this _____

BOTESCH, NASH AND HALL, ARCHITECTS, P.S.

By _____

Andrew Hall
Its: President

ATTEST/AUTHENTICATED:

_____

Chari Taber, Deputy City Clerk

Approved as to form:

_____

Jon Walker, City Attorney

Bryan Milligan

From: Andy Hall <andy@bnharch.com>
Sent: Friday, December 20, 2024 8:54 AM
To: Bryan Milligan
Cc: Chris Raef; Cheri Finley
Subject: [External!] 1049 State Avenue Project

Follow Up Flag: Follow up
Flag Status: Flagged

[CAUTION:] This email originated from outside the City of Marysville. **Do not click links or open attachments** unless you recognize the sender and know the content is safe. Contact helpdesk if you have any concerns or questions.

Bryan:

When we changed from the original scope of work, that included an addition to the existing 1049 State Avenue building, we used some of the contracted Construction Administration dollars to prepare the existing 1049 State Avenue building for bidding. Now that we are going back to the original project scope, I am requesting additional fees to cover costs associated with restarting the project, and recouping the CA dollars spent so that those CA dollars can be added back for the original scope of work. I am requesting $53,561.57 to cover those costs that would be added to the $49,886.85 that still remains in the CA budget from the original scope of work.

Please let me know if you have any questions.

Thank you.

Andy

Andrew M. Hall, AIA
President

Botesch, Nash & Hall
Architects, P.S.

2727 Oakes Avenue, Suite 100
Everett, WA 98201
425-259-0868
andy@bnharch.com
www.bnharch.com

OWNER & PROJECT:		PAY REQUEST NO.			9				
City of Marysville		DATE:			2/10/2025				
1049 State Ave Conceptual Design				Work thru	1/31/2025				
PROJECT NO.						**PREVIOUSLY**			
		CONTRACT QUANTITIES				**APPROVED**			
ITEM #	ITEM	QTY	UNIT	UNIT COST	TOTAL PRICE	QTY	AMOUNT	% Complete	Contract Administration dollars utilized for design during alternative project direction, requested for continuation of contract administration during construction.
BASE BID A									
	Basic A/E Services								
1	BNH - Design and Drafting	1	LS	$204,148.00	$204,148.00	1.00	$204,148.00	100%	
2	BNH - Contract Admin	1	LS	$65,000.00	$65,000.00	0.40	$26,290.00	40%	$ 26,290.00
3	DCI - Structural Design and Drafting	1	LS	$28,000.00	$28,000.00	1.00	$28,000.00	100%	
4	DCI - Permitting	1	LS	$4,000.00	$4,000.00	1.00	$4,000.00	100%	
5	DCI - Contract Admin	1	LS	$10,000.00	$10,000.00	1.00	$10,000.00	100%	$ 10,000.00
6	Harris Group - Mechanical Design and Drafting	1	LS	$35,500.00	$35,500.00	1.00	$35,500.00	100%	
7	Harris Group - Contract Admin	1	LS	$8,000.00	$8,000.00	0.36	$2,890.90	36%	$ 2,890.90
8	AWA - Electrical Engineering	1	LS	$18,500.00	$18,500.00	1.00	$18,500.00	100%	
9	AWA - Contract Admin	1	LS	$7,000.00	$7,000.00	0.46	$3,214.75	46%	$ 3,214.75
10	Harmsen - Civil Engineering	1	LS	$26,587.50	$26,587.50	1.00	$26,587.50	100%	
11	Harmsen - Contract Admin	1	LS	$8,862.50	$8,862.50	0.80	$7,090.00	80%	$ 7,090.00
12	Origin Design Group - Landscape Design and C/A	1	LS	$4,200.00	$4,200.00	1.00	$4,200.00	100%	$ 2,575.92
13	BNH - Landscape Admin	1	LS	$1,500.00	$1,500.00	1.00	$1,500.00	100%	$ 1,500.00
									$ 53,561.57

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SUPPLEMENTAL AGREEMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MARYSVILLE AND BOTESCH, NASH & HALL, ARCHITECTS, P.S.

THIS SUPPLEMENTAL AGREEMENT NO. 2 ("Supplemental Agreement No. 2") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation ("City") and Botesch, Nash & Hall, a professional services corporation ("Consultant").

WHEREAS, the parties hereto have previously entered into an agreement for architectual & engineering design services for the 1049 State Ave. Addition (the "Original Agreement"), said Original Agreement being dated May 16, 2024; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for full design, permitting, bid documents & contract administration and to provide compensation therefore;

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

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, "SCOPE OF SERVICES", shall remain and by this references made part of this Supplemental Agreement No. 2, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, "TERM", is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight on August 15, 2025.

3. Section 3 of the Original Agreement, "COMPENSATION", is amended to include the additional Consultant fee of $341,298.00 and shall read as follows: "In no event shall the compensation paid to Consultant under this Agreement exceed $421,298 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City."

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	$80,000.00
Supplemental Agreement No.1	$0.00
Supplemental Agreement No. 2	$341,298.00
Grand Total	$421,298.00

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4. Each and every provision of the Original Agreement for Professional Services dated May 16, 2024, shall remain in full force and effect, except as modified herein.

DATED 6/25/2024

CITY OF MARYSVILLE

DocuSigned by:

By Jon Nehring
A8AE51528DE9478...
Jon Nehring, Mayor

DATED this 06-24-2024

BOTESCH, NASH & HALL, ARCHITECTS, P.S.

By
Andrew Hall
Its: President

ATTEST/AUTHENTICATED:

DocuSigned by:

Tina Brock Tina Brock City Clerk
77252E920644402...
Chari Taber, Deputy City Clerk

Approved as to form:

DocuSigned by:

Jon Walker
786AB5A2684C462...
Jon Walker, City Attorney

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SUPPLEMENTAL AGREEMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MARYSVILLE AND BOTESCH, NASH & HALL, ARCHITECTS, P.S.

THIS SUPPLEMENTAL AGREEMENT NO. 1 ("Supplemental Agreement No. 1") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation ("City") and Botesch, Nash & Hall, Architects, P.S., a professional services corporation ("Consultant").

WHEREAS, the parties hereto have previously entered into an agreement for archetectual & engineering design services for the 1049 State Ave. Addition (the "Original Agreement"), said Original Agreement being dated May 16th, 2024; and

WHEREAS, both parties desire to supplement the Original Agreement, by extending the term of the Original Agreement;

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

1. Section 2 of the Original Agreement, "TERM", is amended to provide that the term will terminate at midnight on July 16th 2024

2. Each and every provision of the Original Agreement for Professional Services dated May 16th, 2024, shall remain in full force and effect, except as modified herein.

DATED 5/24/2024

CITY OF MARYSVILLE

DocuSigned by:

By Jon Nehring

A8AE51528DE9478

Jon Nehring, Mayor

DATED 5/24/2024

BOTESCH, NASH & HALL ARCHITECTS, P.S.

DocuSigned by:

By Andrew Hall

033FD8E21AC54AA

Andrew Hall

Its: President

DocuSign Envelope ID: DF8143D7-E1A5-4685-BB38-0FC4ED7B0427

DocuSign Envelope ID: 2161D52E-3341-4902-B732-C8B202EF1C00

ATTEST/AUTHENTICATED:

DocuSigned by:
Chari Taber
78D1E8FDC9F0463...
Chari Taber, Deputy City Clerk

Approved as to form:

DocuSigned by:
Burton Eggertsen Burton Eggertsen Deputy City Attorney
4D98745FA4544AC...
Jon Walker, City Attorney

DocuSign Envelope ID: DF8143D7-E1A5-4685-BB38-0FC4ED7B0427

DocuSign Envelope ID: 0EDBC0E6-F4C1-4684-A5E4-6F0588199C8A

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MARYSVILLE AND BOTESCH, NASH & HALL, ARCHITECTS, P.S.

THIS AGREEMENT ("Agreement") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation ("City"), and Botesch, Nash & Hall, Architects, P.S., a professional service corporation, organized under the laws of the state of Washington, located and doing business at 2727 Oakes Avenue, Suite 100, Everett, Washington 98201 ("Consultant").

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

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

2. TERM. The term of this Agreement shall commence upon last date of signature below and shall terminate at midnight on May 31, 2024, or upon final payment by the City to the Consultant, unless sooner terminated by either party as provided in this Agreement. The parties may extend the term of this Agreement by executing a written supplemental amendment.

3. COMPENSATION. The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **eighty thousand dollars ($80,000.00)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT'S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes,

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amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

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

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

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

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

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

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

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

(1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked "Confidential."

(2) If records identified as "Confidential" by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.

(3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:

i. Provide the records to the City in the manner requested by the City;

ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or

iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

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

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

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

4.6 INDEMNITY.

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

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

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

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

DS JN (City Initials) (Contractor Initials)

4.7 INSURANCE.

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

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

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

(1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

(2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4) Professional Liability insurance appropriate to the Consultant's profession.

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

(1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

(2) Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

(3) Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

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

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

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

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

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

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

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

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

4.9 INDEPENDENT CONTRACTOR.

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

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

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

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

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

4.10 EMPLOYMENT.

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

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

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

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

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

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

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

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

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

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

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

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

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

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

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

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

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE
Bryan Milligan, Project Manager
501 Delta Ave.
Marysville, WA 98270

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

BOTESCH, NASH & HALL, ARCHITECTS, P.S.
Andrew Hall, President
2727 Oakes Ave.
Everett, WA 98201

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

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

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

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

6.5 SEVERABILITY.

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

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

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

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

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

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

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

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

DATED 5/16/2024

CITY OF MARYSVILLE

DocuSigned by:

By Jon Nehring

A8AE51528DE9478...

Jon Nehring, Mayor

DATED APRIL 3, 2024

BOTESCH, NASH & HALL ARCHITECTS, P.S.

By

Andrew Hall

Its: President

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ATTEST/AUTHENTICATED:

DocuSigned by:
Chari Taber
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Chari Taber, Deputy City Clerk

Approved as to form:

DocuSigned by:
Jon Walker
786AB5A2684C462...
Jon Walker, City Attorney

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EXHIBIT A

Scope of Services

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1049 State Avenue Addition & TI
Scope of Work

This work is initially phased based on anticipated schedule requirement as defined in a proposed Purchase and Sale Agreement. In an effort to not lose a month of design work, this contract provides the opportunity for BNH and team to begin efforts on the following services, to provide for an 8,800 square foot addition and TI to the existing structure at 1049 State Avenue, on an hourly fee basis.

- Architectural & Engineering Design
- Bid & Permitting Documents
- Full Construction Documents
- Construction Administration

At or before the expiration of this agreement the scope, term and compensation will be reviewed and a determination made if the project is to continue. At this time and if required by the City's determination, a Supplemental Agreement will be executed to complete the above referenced services or this project will cease as is.

AGENDA ITEM NO. 13.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 17, 2025
SUBMITTED BY:	Steven Miller, Engineering
ITEM TYPE:	Action Item
AGENDA SECTION:	**New Business**
SUBJECT:	Authorization Increase Request to the Preliminary Engineering Services Agreement with BNSF for the Quiet Zone Project.
SUGGESTED ACTION:	Recommended Motion: I move to authorize as additional $100,000 in spending, for a total allocation of $164,176, to the Preliminary Engineering Services Agreement with BNSF for the Quiet Zone Project.
SUMMARY:	Council approved a preliminary engineering services agreement (PEA) with BNSF (attached) on October 26, 2020 for the Quiet Zone project, which includes 19 total crossings along the BNSF mainline railroad track. The agreement was approved to reimburse BNSF for their costs and expenses to participate in a diagnostic team meeting, plan review and project coordination. While the total cost of services to be performed by BNSF was estimated at $299,219 to cover estimated expenditures, Council's approval was limited $64,176 to cover the diagnostic team meeting only. Since then, a diagnostic meeting was held, 30% design plans have been developed, and the City has filed a notice of intent to initiate plan review and further project coordination with BNSF. BNSF has also revised the review estimate to $210,000 in remaining work through final design. At this time, staff are requesting an additional $100,000 in authorized spending, for a total allocation of $164,176, to cover billable costs per the PEA. This amount is needed to fund engineering review and ongoing coordination with BNSF through this next phase.

ATTACHMENTS:

BNSF FULL QZ REVIEW SCOPE AND FEE_2025-02-24.pdf
BNSF PSA_QUIET ZONE PROJECT_FULLY EXECUTED 2.8.21.pdf

March 26, 2024

Alex Funderburg
BNSF Railway
605 Puyallup Avenue
Tacoma, WA 98421

Re: **SCOPE AND FEE FOR PROFESSIONAL SERVICES**
Interconnected and Grade Crossing Review Support Services
Bellingham Subdivision:
1st Street DOT #084630B, MP 38.49
4th Street (SR 528) DOT #084640G, MP 38.68
8th Street DOT #084644J, MP 38.95
Grove Street DOT #084646X, MP 39.32
80th Street NE DOT #084647E, MP 39.83
88th Street NE DOT #084650M, MP 40.34
104th Street NE DOT #084653H, MP 41.336

City of Marysville Quiet Zone,Marysville, WA
Olsson Contract # BF10003948

Dear Alex,

BNSF has requested Olsson provide a scope and fee estimate to perform Interconnected Crossing and Grade Crossing Review Support Services for the referenced project. Olsson will perform coordination between BNSF and the project owner. Outlined below is Olsson's scope of work, including the applicable tasks and deliverables. These details substantiate our total estimated Time and Material fee of **$91,000**.

Scope of Work

Project Management, Field Review, and Diagnostic Meeting Support (7 Locations):

The following tasks may be included to support the progression of the proposed project:

- Review of background data and discussion with BNSF.
- Attend virtual and on-site field meetings with BNSF and the project owner.
- Field review of the existing crossings and adjacent intersections (as applicable).
- Conference call participation (up to 4).
- Review/comment on the project owner's diagnostic meeting minutes.
- Prepare Diagnostic Workbooks (7).

Grade Crossing Review of Agency Design (4 Locations):

The following tasks will be performed to support BNSF with review of the project owner's proposed designs:

- Review the project owner's design as related to grade crossing operations and proposed design including but not limited to roadway, grade crossing, signing and striping, and traffic control plans (as applicable) (65% Design and 95% Design).

Grade Crossing Reports and Project Owner Comment Resolution (4 Locations):

The following tasks will be provided to support BNSF with the resolution of design comments with the project owner:

- Prepare Grade Crossing Review Reports (Initial and Final).
- Prepare Interim Comment Resolution Matrix (95% Design).

Interconnected Grade Crossing Review of Agency Design, Preemption Calculations and BNSF Preemption Request Forms (3 Locations):

The following tasks will be performed to support BNSF with review of the project owner's proposed designs:

- Review the project owner's design as related to grade crossing operations and proposed design including but not limited to roadway, grade crossing, signing and striping, traffic signal, and traffic control plans (as applicable) (65% Design and 95% Design).
- Review the project owner's Preemption Calculations (Initial and Final).
- Review the project owner's BNSF Preemption Request Forms (Initial and Final).

Interconnected Grade Crossing Reports and Project Owner Comment Resolution (3 Locations):

The following tasks will be provided to support BNSF with the resolution of design comments with the project owner:

- Prepare Interconnected Grade Crossing Review Reports (Initial and Final).
- Prepare Comment Resolution Matrices (95% Design).

Assumptions

- Olsson will receive all necessary documents from the project owner.
- Proposal is based on 3 agency submittals.

We value our strong relationships with BNSF and are committed to you as a client. We look forward to working with you and thank you for this opportunity. Please do not hesitate to call **Karen Hankinson** at 714-404-4812 with any questions.

OLSSON

Lynn Leibfried, PE
Client Relationship Manager

Karen Hankinson, PE, TE
Senior Team Leader

December 19, 2024

Alex Funderburg
BNSF Railway
605 Puyallup Avenue
Tacoma, WA 98421

Re: **SCOPE AND FEE FOR PROFESSIONAL SERVICES**
Interconnected and Grade Crossing Review Support Services
Bellingham Subdivision:
116th Street NE DOT #084654P, MP 42.04
122nd Street NE DOT#084657K, MP 42.45
128th Street NE DOT #084660T, MP 42.808
136th Street NE DOT #084664V, MP 43.35
172nd Street NE DOT #084669E, MP 45.9

City of Marysville Quiet Zone, Marysville, WA
Olsson Contract # BF10003948

Dear Alex,

BNSF has requested Olsson provide a scope and fee estimate to perform Interconnected Crossing and Grade Crossing Review Support Services for the referenced project. Olsson will perform coordination between BNSF and the project owner. Outlined below is Olsson's scope of work, including the applicable tasks and deliverables. These details substantiate our total estimated Time and Material fee of **$69,000**.

Scope of Work

Project Management, Field Review, and Diagnostic Meeting Support (5 Locations):

The following tasks may be included to support the progression of the proposed project:

- Review of background data and discussion with BNSF.
- Attend virtual and on-site field meetings with BNSF and the project owner.
- Field review of the existing crossings and adjacent intersections (as applicable)
- Conference call participation (up to 4).
- Review/comment on the project owner's diagnostic meeting minutes.
- Prepare Diagnostic Workbooks (5).

Grade Crossing Review of Agency Design (2 Locations):

The following tasks will be performed to support BNSF with review of the project owner's proposed designs:

- Review the project owner's design as related to grade crossing operations and proposed design including but not limited to roadway, grade crossing, signing and striping, and traffic control plans (as applicable) (65% Design and 95% Design).

Grade Crossing Reports and Project Owner Comment Resolution (3 Locations):

The following tasks will be provided to support BNSF with the resolution of design comments with the project owner:

- Prepare Grade Crossing Review Reports (Initial and Final).
- Prepare Interim Comment Resolution Matrix (95% Design).

Interconnected Grade Crossing Review of Agency Design, Preemption Calculations and BNSF Preemption Request Forms (3 Locations):

The following tasks will be performed to support BNSF with review of the project owner's proposed designs:

- Review the project owner's design as related to grade crossing operations and proposed design including but not limited to roadway, grade crossing, signing and striping, traffic signal, and traffic control plans (as applicable) (65% Design and 95% Design).
- Review the project owner's Preemption Calculations (Initial and Final).
- Review the project owner's BNSF Preemption Request Forms (Initial and Final).

Interconnected Grade Crossing Reports and Project Owner Comment Resolution (3 Locations):

The following tasks will be provided to support BNSF with the resolution of design comments with the project owner:

- Prepare Interconnected Grade Crossing Review Reports (Initial and Final).
- Prepare Comment Resolution Matrices (95% Design).

Assumptions

- Olsson will receive all necessary documents from the project owner.
- Proposal is based on 3 agency submittals.

We value our strong relationships with BNSF and are committed to you as a client. We look forward to working with you and thank you for this opportunity. Please do not hesitate to call **Travis Bailey** at 801-550-8037 with any questions.

OLSSON

Lynn Leibfried, PE
Client Relationship Manager

Travis Bailey, PE
Group Leader

March 26, 2024

Alex Funderburg
BNSF Railway
605 Puyallup Avenue
Tacoma, WA 98421

Re: **SCOPE AND FEE FOR PROFESSIONAL SERVICES**
Private Grade Crossing Review Support Services
Bellingham Subdivision:
Private Crossing DOT #084648L, MP 40.02
Private Crossing DOT #084649T, MP 40.11
Private Crossing DOT #084651U, MP 40.6
Private Crossing DOT #084652B, MP 40.95
124th Street (Private) DOT #084658S, MP 42.55
Private Crossing DOT #084661A, MP 43.1
Private Crossing DOT #084668X, MP 45.5

City of Marysville Quiet Zone, Marysville, WA
Olsson Contract # BF10003948

Dear Alex,

BNSF has requested Olsson provide a scope and fee estimate to perform Private Crossing Review Support Services for the referenced project. Olsson will perform coordination between BNSF and the project owner. Outlined below is Olsson's scope of work, including the applicable tasks and deliverables. These details substantiate our total estimated Time and Material fee of **$50,000**.

Scope of Work

Project Management, Field Review, and Diagnostic Meeting Support (7 Locations):

The following tasks may be included to support the progression of the proposed project:

- Review of background data and discussion with BNSF.
- Attend virtual and on-site field meetings with BNSF and the project owner.
- Field review of the existing crossings and adjacent intersections (as applicable)
- Conference call participation (up to 4).
- Review/comment on the project owner's diagnostic meeting minutes.
- Prepare Diagnostic Workbooks (7).

Private Grade Crossing Review of Agency Design and Project Owner Comment Resolution (7 Locations):

The following tasks will be provided to support BNSF with review of the project owner's proposed designs and the resolution of design comments with the project owner:

- Prepare Plan Sheet Review Comments (Initial, Interim, and Final).
- Prepare Interim Comment Resolution Matrix (Initial, Interim, and Final).

Assumptions

- Olsson will receive all necessary documents from the project owner.
- Proposal is based on 3 agency submittals.

We value our strong relationships with BNSF and are committed to you as a client. We look forward to working with you and thank you for this opportunity. Please do not hesitate to call **Karen Hankinson** at 714-404-4812 with any questions.

OLSSON

Lynn Leibfried, PE
Client Relationship Manager

Karen Hankinson, PE, TE
Senior Team Leader

PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR QUIET ZONE PROJECTS

BNSF File No.: BF10017498
Mile Post 38.49-45.90
Line Segment 50
Bellingham Subdivision

This Agreement **("Agreement")**, is executed to be effective as of 02/08/2021 **("Effective Date")**, by and between BNSF RAILWAY COMPANY, a Delaware corporation **("BNSF")** and the City of Marysville, a political subdivision of the State of Washington **("Agency")**.

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Marysville, State of Washington;

WHEREAS, Agency has stated its intention to proceed initially with a project to evaluate the feasibility of a Quiet Zone corridor throughout the City of Marysville which consists of 24 at-grade crossings **(the "Project")**;

WHEREAS, Agency has requested that BNSF perform certain engineering services with respect to its railroad facilities located at or near the Project site to facilitate Agency's evaluation of the feasibility of proceeding with the Project **(the "Work")**;

WHEREAS, BNSF is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Work.

As used herein, the term "**Work**" includes all work performed by BNSF pursuant to this Agreement, whether performed by BNSF employees or by BNSF's contractors, consultants or other agents, including, but not necessarily limited to, on-site visits, preliminary engineering services, developing cost estimates for construction of the Project, and reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

2. Payment for Work.

Agency authorizes BNSF to proceed with the Work relating to the Project. Agency shall pay and reimburse BNSF for all actual costs and expenses that BNSF incurs in performing the Work, including but not limited to, labor, supplies, and material; direct and indirect labor or contractor additives; delivery charges; and BNSF additives and overhead, as such are in effect on the date BNSF prepares the final bill; and taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes. BNSF estimates the cost for Work on this Project to be $Sixty Four Thousand One Hundred Seventy Six and No/100 Dollars ($64,176), but said estimate shall not be a limitation on the Work to be performed or costs and expenses which Agency shall reimburse to BNSF in full.

During its performance of the Work pursuant to this Agreement, BNSF will send Agency progressive invoices detailing the costs of the Work performed by BNSF. Agency must reimburse BNSF for completed work within thirty (30) days of the date of the invoice for such work. Upon completion of the Work, BNSF will send Agency a detailed invoice of final costs. Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.]

3. Scope of Agreement

The Parties acknowledge that by entering into this Agreement, neither BNSF nor Agency are obligated to authorize or participate in the construction of the Project. If Agency seeks to proceed with development of the Project after the Work is performed, the Project will be subject to further review and approval by BNSF in BNSF's sole discretion. BNSF and Agency shall be required to enter into negotiations for construction of the Project and other activities on terms acceptable to BNSF.

The aforementioned Project is understood to be undertaken, in whole or in part, as part of Agency's proposal to seek to establish and/or maintain a quiet zone in accordance with 49 CFR Part 222 ("Quiet Zone"). Agency acknowledges that BNSF does not recommend the establishment of a Quiet Zone and believes that if not properly accounted for with appropriate safety enhancements, the elimination of the train horn can be detrimental to safety. The train horn is intended to alert the motoring and pedestrian public of train movement and Agency is responsible to use the requirements provided at 49 CFR Part

222 as a minimum guideline in any approach to creating a situation where the train horn is eliminated. The work to be performed by BNSF for the Project is not intended to be an endorsement or approval of the use of the Crossing or any facilities or equipment to be installed by BNSF for the purposes of establishing or maintaining a Quiet Zone.

The design, selection, or provision of signal equipment and other Crossing appurtenances by BNSF under or subsequent to this Agreement, including the review or adequacy of any existing equipment or appurtenances, is provided in consideration of the subjective standards of BNSF for its railroad purposes only, and shall in no way be construed or deemed to be a recommendation, condition, direction, opinion, or approval that the plans and specifications or any work intended or completed on the Project is appropriate for any other purpose including AGENCY's use of the Crossing for highway purposes,, is structurally sound, or that such plans, specifications, or intended or completed work meet applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to Agency or any third party are provided, intended or implied herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project for highway and other public purposes, and shall waive and release BNSF for any and all claims which may or could result from the Work performed hereunder, and if applicable to the fullest extent permitted by law, indemnity and hold BNSF harmless for the same. AGENCY is solely responsible for obtaining regulatory approvals consistent with this Agreement.

AGENCY is solely responsible for establishing, and if approved, maintaining compliance of any Quiet Zone authorized by the FRA, at its sole expense. Any additional work or equipment required to be installed at the Crossing as the result of the establishment of a Quiet Zone shall be at no cost to BNSF.

4. Disclaimer

BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF THE WORK PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL BE IN NO WAY RESPONSIBLE FOR THE PROPER RELIANCE UPON, INTERPRETATION OF, OR OTHER USE OF THE WORK BY AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

City of Marysville

By: _____

Name: Jon Nehring

BNSF Railway Company

By: _____

Name: Stephen Semenick

Manager Public Projects

Accepted and effective this 8th day of February, ~~2020.~~ 2021

AGENDA ITEM NO. 14.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 17, 2025
SUBMITTED BY:	Valorie Cross, Engineering
ITEM TYPE:	Project Acceptance
AGENDA SECTION:	**New Business**
SUBJECT:	Project Acceptance - Ebey Waterfront Trail Phase IV-A Construction
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to accept the Ebey Waterfront Trail Phase IV-A project, starting the 60- day lien filing period for project closeout.
SUMMARY:	The Ebey Waterfront Trail Phase IV-A project included the construction of an asphalt trail on the existing levee of the Qwuloolt Estuary, the grading of the city-owned property as well as the installation of an RRFB pedestrian crossing on 61st St NE. City Council awarded the project to SRV Construction on Sept. 8, 2024, in the amount of $402,357.65 with a management reserve of $40,235.77, for a total allocation of $442,593.42. The project was completed at a cost of $390,018.86 which was $12,338.79 (3%) below the awarded amount and therefore Management Reserve was not used. Construction Total: $390,018.86 DOC Grant: $390,018.86 Total Cost to the City: $0 Work performed under this contract was inspected by City staff and found to be physically completion accordance with the approved plans and specifications. Staff recommends Council's acceptance of the project for closeout.

ATTACHMENTS:

Ebey Waterfront Trail Phase IV-A - Physcial Completion.pdf

MARYSVILLE
PUBLIC WORKS
Engineering

2/19/2025

Steven Verbarendse
President
SRV Construction
PO Box 507
Arlington, WA 98221

Subject: P1702 – Ebey Waterfront Trail Phase IV-A
Notice of Physical Completion of Project

Dear Steven Verbarendse,

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of 02/18/2025.

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

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

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I
4. Affidavits of Wages Paid (including all subcontractors)

It has been a pleasure working with you on this project. I hope that you will consider bidding on future projects with the City.

Sincerely,

Valorie Cross, E.I.T.
Project Engineer

(360) 363-8100

Civic Center
501 Delta Ave
Marysville, WA 98270

AGENDA ITEM NO. 15.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 17, 2025
SUBMITTED BY:	Jim Lawless, Police
ITEM TYPE:	Interlocal Agreement
AGENDA SECTION:	**New Business**
SUBJECT:	Interlocal Agreement Between The Washington Traffic Safety Commission and The Marysville Police Department
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to sign and execute the agreement with the Washington Traffic Safety Commission.
SUMMARY:	This agreement provides for overtime reimbursement to the police department associated with its participation in walker/roller safety emphasis patrols.

ATTACHMENTS:
WALKER ROLLER PARTNER INTERAGENCY AGREEMENT.pdf

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Marysville Police Department

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

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

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.616, for traffic safety grant project **2025 FG 5539-REGION 10 WALKER ROLLER SAFETY GRANT**, specifically to provide funding for the law enforcement agencies in WTSC Region to conduct overtime walker/roller safety enforcement as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2025 FG 5539-REGION 10 WALKER ROLLER SAFETY GRANT** was awarded to **SNOHOMISH COUNTY** to support collaborative efforts to conduct walker/roller safety enforcement activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved overtime expenses incurred as a participant in **2025 FG 5539-REGION 10 WALKER ROLLER SAFETY GRANT**.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than _____, 2025, and remain in effect until September 30, 2025, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

Note: This statement of work applies only to Walker/Roller Safety Enforcement for traffic safety areas which recipient region has received funding.

GOAL: Positively change walker, roller, and motor vehicle driver behaviors through law enforcement patrols and media efforts. Engage multiple law enforcement agencies along LOCATION in the design, implementation of enforcement, community outreach and education activities for the project period.

STRATEGY: Prevent drivers from engaging in high-risk behaviors related to walkers and rollers by increasing drivers' perception of the risk of being stopped by a patrol officer. This perception is achieved through 1) an increase in media messages and outreach about upcoming emphasis periods so that the targeted drivers know when the patrols will occur and what will be enforced and 2) during the patrols, drivers have the perception of increased enforcement because they can see a significant and noticeable increase in law enforcement presence and activities that reinforces the media messages they received and influences them to modify their driving behavior and 3) officers who stop drivers will use the stop to educate drivers on the importance of sharing the roadways with walkers and rollers and applicable laws violated by the driver.

OBJECTIVES: There are several requirements identified for the **2025 FG 5539-REGION 10 WALKER ROLLER SAFETY GRANT** along PUBLIC TRANSIT AREAS IN LYNNWOOD, EDMONDS, MOUNTLAKE TERRACE, EVERETT, ARLINGTON, MARYSVILLE AND UNINCORPORATED SNOHOMISH COUNTY in SNOHOMISH COUNTY. The SUB-RECIPIENT agrees to the following requirements:

1. Implement the mobilization plan developed by the local traffic safety task force. The enforcement includes:
    a. Problem Statement
    b. Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations.
    c. Public outreach strategy that targets behaviors drivers are most likely to engage in that contribute to traffic crashes.
    d. Evaluation plan.

2. The event is data driven. This means data is used to identify locations where enforcement should occur and driver demographics with the highest potential of causing traffic crashes.

3. The enforcement is multijurisdictional and uses a saturation approach. This means SUB-RECIPIENT is coordinating efforts with adjacent law enforcement agencies so that the driving public has the perception of law enforcement omnipresence on targeted roads.

4. The public is made aware of the event before, during, and after the enforcement takes place. This means that messages reach all target audiences in the community, regardless of English proficiency, who use the targeted transportation system. Local outreach and public education campaigns will take place during the enforcement period.

5. Officers are encouraged to educate drivers about walker and roller laws and safety during traffic stops.

6. The SUB-RECIPIENT deploys resources to enforce traffic laws in priority areas throughout the year when this project not being implemented.

ADDITIONAL REQUIREMENTS:

In addition, SUB-RECIPIENT agrees to all the following requirements for walker/roller safety enforcement:

1. Use the WEMS system provided by the WTSC to record all activities conducted by their commissioned officers. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.
2. All participating staff receive a briefing prior to the event so that every participant understands and can explain all of the items on the briefing list below. This can be done in person (preferred) or electronic via telephone, email, or virtually.
    - Purpose, goals, strategy, and objectives of the specific enforcement with a focus on the targeted locations and driving behaviors
    - List of on-call DREs and request procedures
    - How to fill out their digital activity log in WEMS
    - Information on how the Mobile Impaired Driving Unit will be used (if applicable)
    - Dispatch information
    - All Participating officers
    - Spotter processes (if applicable)
    - Draeger machines and locations (if applicable)
3. To utilize all available media platforms it has available (website, email newsletters, social media etc...).
4. Participating officers should make as many contacts as they can during these patrols to positively influence driving behavior.

3.1. MILESTONES AND DELIVERABLES

Mobilization	**Dates**
Walker/Roller Safety Enforcement	Quarterly TBD by Target Zero Manager and partner agency.
Other dates could be identified by the task force.	

3.2. COMPENSATION

3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active

members of REGION NUMBER traffic safety task force with a fully executed grant agreement are eligible to participate in this grant. Agencies may also be compensated at the straight time rate in lieu of overtime.

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

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

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

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

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending this agreement. Grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication among all parties involved, including the TZM, and the WTSC Fiscal Analyst. This communication shall include an Allocation Adjustment form, which details the funding alterations.

Funds within the same enforcement campaign budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.2.5. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.2.6. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has **awarded $50,000** in **2025 FG 5539-REGION 10 WALKER ROLLER SAFETY GRANT** for the purpose of conducting coordinated Walker/Roller Safety Education and Enforcement activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated and pre-approved by the region's traffic safety task force and Target Zero Manager to be eligible for reimbursement. Enforcement activities include emphasis patrols near transit/focus areas. Officers will be looking for poor driver behavior in pedestrian safety focus areas, along with pedestrians not following applicable pedestrian laws. Officers will be expected to provide education on these stops along with reasonable enforcement action. Officers may be asked to conduct observation tasks in focus areas for the purposes of pre and post activity measurement. Education activities may include attending meetings and community events, handing out fliers, presenting to community groups or organizations.

The funding for **REGION 10** is as follows:

EMPHASIS PATROL

Walker/Roller Safety Enforcement	$40,000
Walker/Roller Education	$10,000
(Section 405, CFDA 20.616)	$50,000 Total

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

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

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

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel

authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

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

8. ASSIGNMENT

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

9. ATTORNEYS' FEES

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

10. BILLING PROCEDURE

All invoicing for reimbursement of enforcement activities will be conducted through WTSC's grant management system, WEMS. WEMS Officer Activity logs submitted in WEMS, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM/grant project manager for review and approval. The TZM/grant project manager will submit all approved activity logs linked to the invoice to WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to September 30, 2025, **must be received by WTSC no later than November 5, 2025.**

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

12. COST PRINCIPLES

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

13. COVENANT AGAINST CONTINGENT FEES

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

14. DISPUTES

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

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

15. GOVERNANCE

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

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

15.2.1. Applicable federal and state statutes and rules
15.2.2. Terms and Conditions of this Agreement
15.2.3. Any Amendment executed under this Agreement
15.2.4. Any SOW executed under this Agreement
15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

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

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or

omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

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

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

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

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

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

20. LICENSING, ACCREDITATION, AND REGISTRATION

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

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

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

and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

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

23. RIGHTS IN DATA

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

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

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

24. SAVINGS

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

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held

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

26. SITE SECURITY

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

27. TAXES

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

28. TERMINATION FOR CAUSE

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

29. TERMINATION FOR CONVENIENCE

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

30. TREATMENT OF ASSETS

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

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

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

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

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

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

31. WAIVER

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

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

32. BUY AMERICA ACT

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

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

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

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

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

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

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

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

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

34.1. The SUB-RECIPIENT shall:

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

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

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

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

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

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

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

36. FEDERAL LOBBYING

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

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

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

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

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

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

38. POLITICAL ACTIVITY (HATCH ACT)

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

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

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

40. STATE LOBBYING

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

41. DESIGNATED CONTACTS

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

SUB-RECIPIENT Contact	Target Zero Manager Region 10 /Walker Roller Grant Project Manager	WTSC Contact
Assistant Chief Jim Lawless Marysville Police Department jlawless@marysvillewa.gov 360-363-8310	Stacey McShane Stacey.McShane@Snoco.org 425-388-3817	Jessie Knudsen Program Manager jknudsen@wtsc.wa.gov (360) 791-9456

42. AUTHORITY TO SIGN

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT	WASHINGTON TRAFFIC SAFETY COMMISSION
_____ Signature	_____ Signature
Jon Nehring Printed Name	_____ Printed Name
Mayor Title	_____ Title
_____ Date	_____ Date