



**CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 8, 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 Officer Travis Houde
[Oath Police Officer Travis Houde.docx](#)
- B. Marysville School District Back-to-School Kick-Off
- C. Proclamation Declaring Sept. 16, 2025, as IT Professionals Day in Marysville
[PROCLAMATION IT Professionals Day 2025.pdf](#)
- D. Proclamation Declaring Sept. 22-26, 2025, as Finance & Accounting Appreciation Week in Marysville,
[PROCLAMATION Finance & Accounting Appreciation Week 2025.pdf](#)
- E. Proclamation Declaring Sept. 26, 2025, Human Resources Professionals Day in Marysville
[PROCLAMATION Human Resources Professionals Day 2025.pdf](#)

Public Comment

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

1. July 14, 2025, City Council Meeting Minutes
[CC 07142025.docx](#)
2. July 28, 2025, City Council Meeting Minutes
[07282025 Minutes.docx](#)
3. August 13, 2025, Special Meeting Minutes
[08132025 Minutes.docx](#)

Consent

4. August 13, 2025, Claims in the Amount of \$1,066,250.55 Paid by EFT Transactions and Check Numbers 179436 through 179583
[081325.rtf](#)
5. August 20, 2025, Claims in the Amount of \$1,358,965.28 Paid by EFT Transactions and Check Numbers 179584 through 179694
[082025.rtf](#)
6. August 25, 2025, Payroll in the Amount of \$1,948,758.71 Paid by EFT Transactions and Check Numbers 35840 through 35859
7. August 27, 2025, Claims in the Amount of \$1,132,161.14 Paid by Check Numbers 179695 through 179823
[082725.rtf](#)
8. September 02, 2025, Misc Payroll in the Amount of \$0 Paid by Check Number 35860 with Check Number 35340 Voided

Review Bids

Public Hearings

9. CDBG - Program Year 2024 Consolidated Annual Performance and Evaluation Report (CAPER)
Recommended Motion: I move to authorize the Mayor to approve the Community Development Block Grant Program Year 2024 Consolidated Annual Performance and Evaluation Report and direct Staff to provide a summary of, and response to any comments received during the public hearing into the Report, and forward to the U.S. Department of Housing and Urban Development.
[Draft PY2024 CAPER for Public Comment_posted version.pdf](#)
10. An **Ordinance** Vacating an Unopened Street Adjacent to 1301 4th Street
Recommended Motion: I move to adopt Ordinance No. _____.
[01 Matheus 5th Street - Ordinance.pdf](#)
[02 Matheus 5th Street - Resolution.pdf](#)
[03 Matheus 5th Street - Vacation Appraisal.pdf](#)

New Business

11. Professional Services Agreement with MacLeod Reckord for final design, permitting, and right-of-way services for the Bayview Trail Connector - Phase 1
Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with MacLeod Reckord for final design, permitting, and right-of-way services related to the Bayview Trail Connector – Phase 1 in the amount of \$594,414.87.
[2025-08-11_PSA_M-R_Final Design_Phase 1_MR signed.pdf](#)
[Bayview Trail.pdf](#)
12. Grant Agreement with the Washington State Department of Commerce for completion of final design and permitting work for the Bayview Trail Connector – Phase 1
Recommended Motion: I move to authorize the Mayor to sign and execute Washington State Department of Commerce Grant Agreement No. 26-96647-024.
[Contract_26-96647-024 Bayview Trail Marysville.pdf](#)
[Bayview Trail.pdf](#)
13. Interlocal Agreement Between Snohomish County and the City of Marysville for Auto Theft Task Force Services
Recommended Motion: I move to authorize the Mayor to sign and execute the agreement.
[ATTF 2025-2027 MARYSVILLE ILA.pdf](#)
14. Washington State Department of Corrections – Class IV Work Crew Master Agreement
Recommended Motion: I move to authorize the Mayor to sign and execute the Washington State Department of Corrections Class IV Work Crew Master Agreement.
[K13879_Signature__Insurance_Certificate_Requ.pdf](#)
15. Participation in proposed Nationwide Settlement Agreements with Eight Opioids Manufacturers - Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus
Recommended Motion: I move to authorize the Mayor to take all actions necessary for the City to participate in the proposed settlement agreements with eight opioids manufacturers.
[national_opioid_settlement_notice_settlement_overview.pdf](#)
16. Secondary Manufacturers Opioid-Related Settlement Agreement.
Recommended Motion: I move to authorize the Mayor to sign and execute the Secondary Manufacturers Settlement Agreement forms.
[Secondary_Manufacturers_Settlement.pdf](#)
17. Purdue/Sackler Family Settlement Agreement
Recommended Motion: I move to authorize the Mayor to sign and execute the Purdue/Sackler Family Settlement Agreement forms.
[New National Opioids Settlement Purdue.pdf](#)

Legal

Mayor's Business

18. Reappointment of Marques Oliver to the Parks, Culture, and Recreation Board
[M. Oliver - Reappointment to Parks Board.doc](#)

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Reconvene

Adjournment

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: **Presentations**

SUBJECT: Swearing-in of Police Officer Travis Houde

SUGGESTED ACTION:

SUMMARY: The Police Department is requesting that Mayor Jon Nehring swear in Police Officer Travis Houde.

ATTACHMENTS:

[Oath Police Officer Travis Houde.docx](#)



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



**POLICE OFFICER
OATH OF OFFICE**

MARYSVILLE POLICE DEPARTMENT

**I, TRAVIS HOUDE, 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 OFFICER FOR THE
CITY OF MARYSVILLE, ACCORDING TO THE BEST OF MY ABILITY, SO
HELP ME GOD.**

SIGNED THIS 8TH DAY OF SEPTEMBER, 2025

**TRAVIS HOUDE
POLICE OFFICER**

**ERIK SCAIRPON
CHIEF OF POLICE**

**JON NEHRING
MAYOR**

**TINA BROCK
CITY CLERK**



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Presentation

AGENDA SECTION: **Presentations**

SUBJECT: Marysville School District Back-to-School Kick-Off

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring Sept. 16, 2025, as IT Professionals Day in Marysville

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[PROCLAMATION IT Professionals Day 2025.pdf](#)



PROCLAMATION

Declaring Sept. 16, 2025, as IT Professionals Day in Marysville

- WHEREAS, in 1975 an article in Business Week predicted the proliferation of the 'paperless office,' citing the growing popularity of personal computers; and
- WHEREAS, by 2000, the overall use of business paper in American offices leveled off and began to decline; and
- WHEREAS, technology has continued to advance exponentially in our lifetime, and Information Technology professionals are constantly challenged to keep up with technical innovations and manage emerging issues; and
- WHEREAS, National IT Professionals Day was created in 2015 to show appreciation for the technology visionaries who work day in and day out to keep networks, systems and organizations operating seamlessly; and
- WHEREAS, the City of Marysville is fortunate to have a talented team of dedicated and knowledgeable IT professionals serving the city and its residents every day; and
- WHEREAS, our Information Services team is essential to the City's successful business practices, and we are grateful for their quality customer service.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim Sept. 16, 2025, as

IT PROFESSIONALS DAY

in the City of Marysville in appreciation for the hard work of our Information Services staff and the important role they have in service to our city and its residents.

Under my hand and seal this eighth day of September, 2025.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring Sept. 22-26, 2025, as Finance & Accounting Appreciation Week in Marysville,

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[PROCLAMATION Finance & Accounting Appreciation Week 2025.pdf](#)

PROCLAMATION

Declaring Sept. 22-26, 2025, as Finance & Accounting Appreciation Week in Marysville

- WHEREAS, Finance & Accounting Appreciation Week is recognized every September to acknowledge the many contributions that financial operations professionals make on a daily basis; and
- WHEREAS, the City of Marysville is fortunate to have a talented team of dedicated and knowledgeable Finance professionals serving the city and its residents every day; and
- WHEREAS, our Open Finance website demonstrates the City's commitment to financial transparency with searchable tools to find details on City budget and spending; and
- WHEREAS, in 2023 our Finance Department introduced the City's first-ever Popular Annual Financial Report, which received the Award for Outstanding Achievement; and
- WHEREAS, our Finance team continues to reinforce the City's commitment to public transparency and accountability; and
- WHEREAS, as stewards of public tax dollars, our Finance team is essential to the City's successful business practices, and we are grateful for their dedication and professionalism.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim Sept. 22-26, 2025, as

FINANCE & ACCOUNTING APPRECIATION WEEK

in the City of Marysville in appreciation for the hard work of our Finance Department staff and the important role they have in service to our city and its residents.

Under my hand and seal this eighth day of September, 2025.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring Sept. 26, 2025, Human Resources Professionals Day in Marysville

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[PROCLAMATION Human Resources Professionals Day 2025.pdf](#)

PROCLAMATION

Declaring Sept. 26, 2025, Human Resources Professionals Day in Marysville

WHEREAS, human resources professionals serve and manage an organization's most valuable assets, its employees, and Human Resources Professionals Day is celebrated on Sept. 26 of each year; and

WHEREAS, HR recognizes the profession's role in leading a future that is more inclusive, flexible and participative in ways that benefit workers, organizations and society as a whole; and

WHEREAS, as the government, business and social landscapes continue to change and evolve, employees and organizations need new skills to succeed, constantly requiring HR professionals to meet new challenges; and

WHEREAS, to serve the needs of our growing city, the number of authorized city FTEs has increased to 389 in 2025, meaning our Human Resources team is always hard at work recruiting, hiring and providing ongoing training and support to our professional workforce; and

WHEREAS, our Human Resources team employs a continuous process improvement philosophy as it develops and implements system improvements;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community do hereby proclaim Sept. 26, 2025, as

HUMAN RESOURCES PROFESSIONALS DAY

in the City of Marysville in appreciation for the hard work of our Human Resources staff and the important role they have in service to our city and its residents.

Under my hand and seal this eighth day of September, 2025.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: July 14, 2025, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 07142025.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

Regular Meeting Minutes

July 14, 2025

Call to Order

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

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Invocation

Pastor Rick Thiessen of Allen Creek Community Church gave the invocation.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: City Attorney Jon Walker, City Administrator Jennifer Stapleton, IT Director Stephen Doherty, I.S. Analyst Elliot Jacobson, Computer Technician Xay Keomongkhoun, Finance Director Jennifer Ferrer-Santa Ines, Principal Planner Angela Gemmer, Parks and Recreation Director Tara Mizell, Communications Manager Connie Mennie, Police Chief Erik Scairpon, Engineering Services Director Jeff Laycock

Excused: Councilmember King, Councilmember Muller

Motion to excuse the absence of Councilmembers King and Muller moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

Approval of the Agenda

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

AYES: ALL

Presentations

Public Comment

David Russell, 98270, thanked the City for enabling more multifamily housing.

Annette Gemmer stated she is concerned that the fireworks law doesn't seem to be enforced as well as it should be. She noticed a lot more noisy fireworks this year. She also commended whoever does the code enforcement for addressing some graffiti she reported.

Peter, 98270, expressed concern about the request for fire department funds. He thinks it would be better if information about ballots was sent out sooner. He criticized the use of certain vehicles by fire staff.

Approval of Minutes

1. June 23, 2025, City Council Meeting Minutes

CC 06232025.docx

Motion to approve the June 23, 2025, City Council Meeting Minutes moved by Councilmember Norton seconded by Councilmember Richards.

AYES: ALL

Consent

2. June 18, 2025, Claims in the Amount of \$2,407,375.89 Paid by Check Numbers 178373 through 178501 with Check Numbers 166462, 167503, 168305, 169348, 169908, and 178139 Voided

061825.rtf

3. June 25, 2025, Claims in the Amount of \$955,460.89 Paid by Check Numbers 178502 through 178642 with Check Numbers 163341, 163508, 165453, 170579, and 172100 Voided

062525.rtf

4. June 25, 2025, Payroll in the Amount of \$2,623,424.61 Paid by EFT Transactions and Check Numbers 35751 through 35773

5. July 2, 2025, Claims in the Amount of \$2,105,144.11 Paid by Check Numbers 178643 through 178772 with Check Numbers 164708, 168415, and 170233 Voided

070225.rtf

Motion to approve the consent agenda moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

Review Bids

6. Contract Award – Cascade Elementary - 100th St NE Improvements

R2104 - SRV Contract.pdf

R2104_Cascade Elementary - 100th ST NE Improvements_Bid Tab.pdf

Director Laycock reviewed the recommendation of award for the Cascade Elementary - 100th Street NE project to SRV Construction, Inc.

Motion to authorize the Mayor to award and execute the Cascade Elementary – 100th Street NE project contract with SRV Construction, Inc. in the amount of \$948,533.50 and approve a management reserve of \$95,000.00 for a total allocation of \$1,043,533.50 moved by Council President Stevens seconded by Councilmember James.

AYES: ALL

7. Contract Award – 67th Ave NE (Grove St to 88th St)

R2402 67th Ave NE (Grove St to 88th St)_Bayshore Construction Contract.pdf

Bid Tabulation_67th Ave NE (Grove St to 88th St NE)_Certified.pdf

Director Laycock reviewed this item.

Motion to authorize the Mayor to award and execute the 67th Ave NE (Grove to 88th St) project contract with Bayshore Construction Company in the amount of \$1,370,949.00 and approve a management reserve of \$137,094.90 for a total allocation of \$1,508,043.90 moved by Councilmember James seconded by Councilmember Condyles.

AYES: ALL

Public Hearings

8. Public Hearing on Interim Ordinance 3350 which Adopted Interim Zoning Regulations to Comply with Engrossed Second Substitute House Bill 5258 Pertaining to Unit Lot Subdivisions and Adopted a New Chapter 22G.095 Unit Lot Subdivisions to the Marysville Municipal Code

O-3350 - Unit Lot Subdivisions Interim Regulations

Unit Lot Subdivisions - CC 7-14-25.pptx

Principal Planner Gemmer made the presentation regarding Interim Ordinance: Unit Lot Subdivisions. The purpose of the hearing was to accept public testimony. No action was requested. The public hearing was opened at 7:16 p.m.

Public Testimony: None

The public hearing was closed at 7:17 p.m.

Council Comments: None

9. Public Hearing on Interim Ordinance 3351 which adopted Interim Zoning Regulations to Comply with Engrossed House Bill 1337 Pertaining to Accessory Dwelling Units and Amended MMC Title 22 Unified Development Code by Repealing MMC Chapter 22C.180 Accessory Structures and Adopting New MMC Chapters 22C.180 Accessory Structures and 22C.185 Accessory Dwelling Units

O-3351 - Accessory Dwelling Unit Interim Regulations

Accessory Dwelling Units - CC 7-14-25.pptx

Principal Planner Gemmer introduced the public hearing regarding Interim Zoning Regulations pertaining to Accessory Dwelling Units. The purpose of the hearing was to accept public testimony. The public hearing was opened at 7:19 p.m.

Public Testimony: None

The hearing was closed at 7:19 p.m.

10. Public Hearing on Interim Ordinance 3352 which Adopted Interim Zoning Regulations and other Interim Official Controls to Comply with Engrossed Second Substitute House Bill 1110 and Engrossed Substitute House Bill 2321 Pertaining to Middle Housing and Amending Impacted Titles of the Marysville Municipal Code

O-3352 - Middle Housing Interim Ordinance

Middle Housing - CC 7-14-25.pptx

Principal Planner Gemmer introduced Interim Ordinance: Middle Housing. The public hearing was opened at 7:20 p.m.

Public Testimony:

There was a question from a member of the public about what would happen if the City did nothing. Principal Planner Gemmer explained the main penalty would be ineligibility for grants and potentially not being able to access certain taxes. City Attorney Grant noted that the City could also be subject to litigation from developers.

David Russell spoke in support of creating more middle housing in Marysville.

The public hearing was closed at 7:22 p.m.

New Business

11. Region 1 SWAT Interlocal Agreement

[2025 Region 1 SWAT ILA_CompiledSignaturePages.pdf](#)

[Region 1 SWAT addendum 2_Add Marysville PD.pdf](#)

[SWAT Update ILA Exhibit B with Signature Page.pdf](#)

[SWAT Update Exhibit B.pdf](#)

Chief Scairpon reviewed this item. He noted there was no change to the substance of the agreement.

Motion to authorize the Mayor to sign and execute the interlocal agreement with Region 1 SWAT moved by Councilmember Richards seconded by Council President Stevens.

AYES: ALL

12. Freedom Run Women's Health and Wellness Family 5K Run

[E006 - Staff Recommendation - SEP25-0001.pdf](#)

Principal Planner Gemmer reviewed this special event permit request and responded to clarification questions.

Motion to approve the Special Event Permit for Freedom Run 5K, to be held exclusively in the grassy area of Ebey Waterfront Park and Ebey Waterfront Trail, subject to the conditions outlined in the Staff Recommendation moved by Councilmember Norton seconded by Councilmember James.

AYES: ALL

13. An Ordinance Affirming the Recommendation of the Hearing Examiner and Rezoning Approximately 0.34 Acres of the Josephine Caring Community Property Located at 16704 25th Ave NE from General Commercial (GC) to R-12 Multi-Family, Low Density (R-12) and Amending the Official Zoning Map of the City.

Ord. Josephine Caring Community second rezone

Exhibit C - Hearing Examiner Decision Josephine Caring Community Rezone and Minor CUP Revision

Josephine Caring Comm. Ord.pptx

Principal Planner Gemmer reviewed this item regarding the Josephine Caring Community rezone request. The rezone request is to accommodate an additional row of parking.

Motion to adopt Ordinance 3355 moved by Councilmember Condyles seconded by Council President Stevens.

AYES: ALL

14. Supplemental Agreement No. 7 to the Professional Services Agreement with HDR Engineering, Inc. for the 88th ST NE Corridor Improvement Project.

Supplemental No. 7 HDR Engineering.pdf

Director Laycock reviewed the Supplemental Agreement No. 7 to the PSA with HDR for the 88th Street Corridor Improvement Project.

Motion to authorize the Mayor to sign and execute Supplemental Agreement No. 7 to the Professional Services Agreement with HDR, Inc. for the 88th St NE Corridor Improvement Project moved by Councilmember Norton seconded by Councilmember Richards.

AYES: ALL

Legal

Mayor's Business

15. Re-Appointment of Steve Leifer to the Planning Commission

Re-Appointment to Planning Commission - Leifer.doc

Motion to approve the re-appointment of Steve Leifer to the Planning Commission moved by Councilmember Condyles seconded by Councilmember James.

AYES: ALL

Mayor's Business

Mayor's Business:

- He expressed appreciation for staff's work at Mother Nature's Window.
- Thanks to Council President Stevens for covering for him when he was gone last week.

Staff Business

City Attorney Walker stated the need for an Executive Session to address three items - one pending litigation item and two potential litigation items with action expected on one of those items for an estimated ten minutes.

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

Reconvene

Adjournment

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- It was a wonderful groundbreaking at Mother Nature's Window today.
- He attended Representative Cortes's coffee at The Creamery last week. There was a good turnout with a wide array of different topics that people were concerned about.
- He announced he won the raffle from the Jurassic Parliament class he took and got the guidebook.

Councilmember James:

- He attended the Farmers Market last week which was very well attended. He enjoyed all the offerings.
- He agreed that the Mother Nature's Window groundbreaking was a nice event.

Council President Stevens:

- He was sorry to have missed the groundbreaking ceremony today.
- He commended Steve Leifer's many years of work on the Planning Commission noting that he adds a lot of value to the group.

Councilmember Richards:

- He also expressed appreciation for Steve Leifer's service on the Planning Commission.

- He is happy that Mother Nature's Window is moving forward.
- He will be gone at the next meeting and would appreciate an excused absence.

Councilmember Norton was also excited about the groundbreaking at Mother Nature's Window.

Adjournment/Recess

The meeting recessed at 7:36 p.m. for five minutes.

Executive Session

Council entered into Executive Session convened at 7:41 p.m. to address one pending litigation item and two potential litigation items with action expected on one of the pending litigation items for a total expected time ten minutes. There was one five minute extension.

- A. Litigation – 3 items, RCW 42.30.110(1)(i)
- B. Personnel
- C. Real Estate

Reconvene

The regular meeting reconvened at 7:56 p.m.

Motion to authorize the Mayor to sign and execute the settlement agreement with Wishing Wells Associates in the amount of \$174,450 moved by Councilmember Richards seconded by Councilmember Norton.

AYES: ALL

Adjournment

Motion to adjourn the meeting at 7:57 p.m. moved by Councilmember Condyles seconded by Councilmember James.

AYES: ALL

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: July 28, 2025, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[07282025 Minutes.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

Regular Meeting Minutes

July 28, 2025

Call to Order

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

Invocation

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance

Roll Call

Mayor: Jon Nehring

Council: Councilmember Condyles, Councilmember James, Councilmember King,
Council President Stevens, Councilmember Muller

Staff: City Attorney Jon Walker, City Administrator Jennifer Stapleton, Interim
Community Development Director Jeff Wilson, Finance Director Jennifer
Ferrer-Santa Ines, IT Director Stephen Doherty, Chief Scairpon,
Communications Manager Systems and Database Analyst Will Kaiser,
Engineering Services Director Jeff Laycock, Emergency Preparedness
Manager Sarah LaVelle, Risk and Program Manager Leah Tocco, Storm &
Wastewater Utility Manager Matt Eyer, Senior Project Manager Pat
Gruenhagen, City Clerk Tina Brock, Deputy City Clerk Chari Taber

Motion to excuse Councilmember Norton and Councilmember Richards moved by
Council President Stevens seconded by Councilmember James

AYES: ALL

Excused: Councilmember Norton and Councilmember Richards

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Muller seconded by Councilmember Condyles

AYES: ALL

Presentations

A. 2025 Summer Intern Introductions

HR Director Hodgson provided a program overview and update prior to individually introducing the interns.

B. Proclamation Declaring September 2025 National Preparedness Month in Marysville

PROCLAMATION Preparedness Month 2025.pdf

Mayor Nehring read the Proclamation into the record

Public Comment

Randy Gritton, Marysville, 98270 representing the Marysville Pickle Ball Club. Provided update on the recent Strawberry Cup pickle ball tournament.

Ed Mohs, Marysville, 98270 provided concerns regarding the dental clinic property at 1219 Grove Street.

Ted Jensen, Marysville, 98270 brought forward issues regarding basic needs and resources for the homeless.

Corlonda Byrd, unhoused

Provided concerns regarding resource restrictions on individuals who are homeless, not drug related, but have other challenges.

David Russell, Marysville, 98270 mentioned National Night Out event next week. Has attended for years and it is good to see a cross section of Marysville citizens and supporting government structures in attendance.

Legal

City Attorney Walker stated the need for an Executive Session to discuss a potential litigation item expected to take 15 minutes with no action expected.

Adjournment/Recess

Council recessed at 7:39 p.m. for 3 minutes before reconvening at 7:42 p.m. in the Executive Session.

Executive Session

Council entered Executive Session started at 7:42 p.m. to discuss one potential litigation item with no action expected.

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

Reconvene

The meeting reconvened at 7:57 p.m.

Approval of Minutes

1. [July 7, 2025, City Council Meeting Minutes](#)

WS 07072025.docx

Motion to approve the July 7, 2025, City Council Meeting Minutes moved by Council President Stevens seconded by Councilmember Muller

AYES: ALL

Consent

2. [July 9, 2025, Claims in the Amount of \\$1,928,538.69 Paid by Check Numbers 178773 through 178903 with Check Number 164512 Voided](#)

070925.rtf

3. [July 10, 2025, Payroll in the Amount of \\$2,322,882.62 Paid by EFT Transactions and Check Numbers 35774 through 35797](#)
4. [July 16, 2025, Claims in the Amount of \\$1,819,498.85 Paid by Check Numbers 178904 through 179038 with Check Numbers 178490, 178740, and 178752 Voided](#)

071625.rtf

Motion to approve items 2, 3, and 4 moved by Councilmember Condyles seconded by Councilmember King

AYES: ALL

Review Bids

Public Hearings

New Business

5. Appointment of Kevin Boldt and Jamison Rice and Re-Appointment of Raymond Miller to the Salary Commission

[Boldt Salary Commission Appointment.doc](#)

[Rice Salary Commission Appointment.doc](#)

[Miller Salary Commission Re-Appointment.doc](#)

HR Director Hodgson reviewed this item.

Motion to approve all appointments moved by Councilmember James seconded by Councilmember Condyles

AYES: ALL

6. Third Amendment to Site Lease with T-Mobile West Tower LLC

[T-Mobile West LLC Memorandum of Third Amendment.pdf](#)

[T-Mobile_West_LLC_Third_Amendment_Site_Lease.pdf](#)

Risk Program Manager Leah Tocco reviewed this item.

Motion to approve the Third Amendment to Site Lease with T-Mobile West Tower LLC moved by Council President Stevens seconded by Councilmember King

AYES: ALL

7. A Resolution to Schedule a Public Hearing on September 8, 2025, to Consider the Vacation of an Unopened Street Adjacent to 1301 4th Street

[Matheus 5th Street - Vacation Resolution.pdf](#)

[Matheus 5th Street - Vacation Vicinity Map.pdf](#)

[Matheus 5th Street - Vacation_Appraisal.pdf](#)

Engineering Services Director Laycock reviewed this item.

Motion to adopt Resolution No. 2569 moved by Councilmember Muller seconded by Council President Stevens

AYES: ALL

8. Aquatic Land Easement - WWTP Outfall Crossing at Ebey Slough

[DNR Aquatic Land Easement Location Map.pdf](#)

[51-A52673_CityofMarysville_Easement_Final_05.30.2025.pdf](#)

Wastewater Utility Manager Matt Eyer reviewed this item.

Motion to approve the Aquatic Land Easement - WWTP Outfall Crossing at Ebey Slough moved by Councilmember Condyles seconded by Councilmember James
AYES: ALL

9. [Project Acceptance for the SR 528 Water Main Replacement Project](#)

[SL007_Notice of Physical Completion.pdf](#)

Senior Project Manager Gruenhagen reviewed this item.

Motion to approve the Project Acceptance for the SR 528 Water Main Replacement Project moved by Councilmember King seconded by Councilmember Muller
AYES: ALL

10. [Local Agency Agreement and Prospectus with WSDOT for the Ingraham Boulevard / 84th Street NE Pavement Preservation Project](#)

[LAA Form 140-039_Proj R2504.pdf.pdf](#)

[Project Prospectus Form 140-101_Proj R2504.pdf.pdf](#)

Senior Project Manager Gruenhagen reviewed this item.

Motion to approve the Local Agency Agreement and Prospectus with WSDOT for the Ingraham Boulevard / 84th Street NE Pavement Preservation Project moved by Council President Stevens seconded by Councilmember James
AYES: ALL

11. [An Ordinance Providing for the Issuance, Sale and Delivery of Not to Exceed \\$4,600,000 Aggregate Principal Amount of Limited Tax General Obligation Bonds to Pay or Reimburse Costs of Capital Improvements to the City's Cedarcrest Golf Course Irrigation Project and Capital Improvements](#)

[Bond Ordinance_City of Marysville_LTGO Bond 2025\(103838454.3\).pdf](#)

Finance Director Ferrer-Santa Ines reviewed this item.

Motion to adopt Ordinance No. 3356 moved by Councilmember Condyles seconded by Councilmember King
AYES: ALL

12. [An Ordinance Retroactively Setting the City Water and Sewer Utility Gross Receipts Tax Rate, and Surface Water Utility Gross Receipts Tax Rate and Amending Sections 3.65.010 and 3.69.010 of the Municipal Code](#)

Ordinance - UT Water Sewer Surface Water 13 percent 1-1-25 effective date retroactive.pdf

Finance Director Ferrer-Santa Ines reviewed this item.

Motion to adopt Ordinance No. 3357 moved by Councilmember Muller seconded by Councilmember King

AYES: ALL

13. Grant Agreement with Washington Commerce for the Riverwalk Sports and Entertainment Facility

DOC Riverwalk.pdf

City Administrator Stapleton reviewed this item.

Motion to approve Grant Agreement with Washington Commerce for the Riverwalk Sports and Entertainment Facility moved by Council President Stevens seconded by Councilmember James

AYES: ALL

14. Interlocal Agreement Regarding Reimbursement of Certain Right-of-Way Expenses in Support of the 88th Street and I-5 and 4th Street and I-5 Interchange Project.

4th and 88th ROW Costs ILA - Tulalip Edits FINAL 7.25.25 CLEAN.docx

City Administrator Stapleton reviewed this item.

Motion to approve Interlocal Agreement Regarding Reimbursement of Certain Right-of-Way Expenses in Support of the 88th Street and I-5 and 4th Street and I-5 Interchange Project moved by Councilmember James seconded by Councilmember Condyles

AYES: ALL

15. An Ordinance Amending Chapter 11.52 of the Municipal Code Regarding the Commute Trip Reduction Plan

E005_ - Ordinance_ - CA25-0006.pdf

E005 - Memorandum - CA25-0006.pdf

Community Development Director Wilson reviewed this item.

Motion to adopt Ordinance No. 3358 moved by Councilmember King seconded by Councilmember Muller

AYES: ALL

16. Commute Trip Reduction Interlocal Agreement (2025-2029)

Interlocal Agreement-CTR Cities-FINAL.pdf

Community Development Director Wilson reviewed this item

Motion to approve Commute Trip Reduction Interlocal Agreement (2025-2029) moved by Council President Stevens seconded by Councilmember Condyles

AYES: ALL

Legal

Mayor's Business

Mayor Nehring:

- Recognized the Parks department for their great work on the first annual family splash day event.
- Ride along with the road striping crew and recognized the pride in the work they do. Thanked council for their authorization of equipment to bring road striping in house to save money.
- Attended AWC legislative priorities meeting last Thursday to gather priorities for next session in January.
- Attended quarterly interlocal meeting with Tulalip and appreciated how well that relationship is going and joint work.

Staff Business

Chief Scairpon:

- Recognized great detective work leading to two arrests regarding a major homicide investigation that happened early this year.
- August 6-13th between 11 a.m. – 11 p.m. police will be partnering with Sno911 to pilot some technology. They will be running a real-time information center and aerial response pilot week.
- 2024 crime in Washington numbers came out from WASPC. Provided crime rates for Marysville.
- National Night out against Crime coming up next week in Comeford Park.

Call on Councilmembers and Committee Reports

Councilmember Condyles

- Provided updates from the Snohomish County Tomorrow meeting.

Councilmember James:

- Thanked the public commenters tonight
- Appreciates the collaboration with the Tulalip Tribe

- Welcomed the summer interns
- Attended ribbon cutting for I-5 on-off ramp
- Fire station open house was a ton of fun

Councilmember King

- Provided updates from the Solid Waste Advisory Committee meeting.
- Attended Government Affairs committee meeting with the Tribe
- Attended ribbon cutting for the I-5 on-off ramp
- Attended groundbreaking at Mother's Natures Park
- Strawberry Festival float and parade update

Council President Stevens

- Appreciated the visuals that staff provided on items tonight.
- Fire station open house was fun.
- Reminded everyone to vote

Councilmember Muller

- Attended Government Affairs meeting and mentioned how the City and Tulalip's relationship has grown over the years.
- I-5 ribbon cutting was good and the sign looks great.
- Attended the State of the Tribes and was impressed with what they are doing for housing.
- Attended fire open house. New aid cars and fire trucks coming soon.

Adjournment/Recess

Executive Session

Reconvene

Adjournment

Motion to adjourn moved by Councilmember Muller and seconded by Council President Stevens.

AYES: ALL

The meeting was adjourned at 8:54 p.m.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: August 13, 2025, Special Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[08132025 Minutes.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

Special Meeting Minutes

August 13, 2025

Call to Order

Mayor Nehring called the meeting to order at 11:30 a.m.

Invocation

Roll Call

Mayor: Jon Nehring

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

Staff: City Attorney Jon Walker, City Administrator Jennifer Stapleton, Interim Community Development Director Jeff Wilson, Engineering Services Director Jeff Laycock, Human Resources Director Megan Hodgson, Deputy City Clerk Chari Taber

Motion to excuse Councilmember Richards moved by Councilmember Muller seconded by Councilmember Condyles

AYES: ALL

Excused: Councilmember Richards

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance

Approval of the Agenda

Motion to approve the agenda moved by Councilmember King seconded by Councilmember James

AYES: ALL

Presentations

Audience Participation

Approval of Minutes

Consent

Review Bids

Public Hearings

New Business

1. Professional Services Agreement between City of Marysville and Water Quality and Training

J. Kaylor PSA.pdf

City Administrator Jennifer Stapleton reviewed this item.

Motion to approve the professional services agreement and authorize the Mayor to sign moved by Councilmember Norton seconded by Councilmember Muller

AYES: ALL

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Councilmember Condyles had no comment.

Councilmember James had no comment.

Councilmember King

- Welcomed Jim Kaylor

Council President Stevens

- Welcomed Jim Kaylor

Councilmember Muller

- Inquired about a date for the interchange opening

Councilmember Norton

- Welcomed Jim Kaylor

Adjournment/Recess

Executive Session

Reconvene

Adjournment

Motion to adjourn moved by Councilmember Condyles and seconded by Councilmember James.

AYES: ALL

The meeting was adjourned at 11:43 a.m.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Shannon Early, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: August 13, 2025, Claims in the Amount of \$1,066,250.55 Paid by EFT Transactions and Check Numbers 179436 through 179583

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[081325.rtf](#)

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 8/13/2025 TO 8/13/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179436	PREMERA BLUE CROSS	CLAIMS PAID 7/27 TO 7/31/25	MEDICAL CLAIMS	45,017.12
179437	FIRST AMERICAN TITLE	PARTIAL ACQUISITION	GMA - STREET	41,956.34
179438	4SIGHT LABS INC	LICENSING AND CLOUD SERVICE	GENERAL FUND	-775.50
	4SIGHT LABS INC		DETENTION & CORRECTION	9,025.50
179439	911 SUPPLY INC.	CHEVRONS	POLICE PATROL	137.23
179440	AALBU BROTHERS LLC	J047 DUMP BED TARP SYSTEM REPLACEMENT	EQUIPMENT RENTAL	3,446.10
179441	ACCURATE LINES	P162 BODY DAMAGE REPAIR	EQUIPMENT RENTAL	4,579.22
179442	ALEXANDER PRINTING		EMBEDDED SOCIAL WORKER	103.84
	ALEXANDER PRINTING	PRINT SERVICE	POLICE PATROL	152.09
179443	ALL BATTERY SALES &	HOSE CLAMPS, FUSES, TOWELS	EQUIPMENT RENTAL	313.07
179444	ALLI CONNECT INC	WELLNESS APP SUPPORT	POLICE ADMINISTRATION	11,322.00
179445	ARG INDUSTRIAL	SAND FILTER/PRESSURE WASHER SUPPLIES	WASTE WATER TREATMENT	305.49
179446	ARROW CONSTRUCTION	M032 SIGHT GLASS	EQUIPMENT RENTAL	244.50
179447	ASTOUND BUSINESS	LEASE/MAINTENANCE/INTERNET SERVICE	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,308.53
179448	AT&T MOBILITY LLC	CELL SERVICE	CITY CLERK	43.93
	AT&T MOBILITY LLC		WASTE WATER TREATMENT	43.93
	AT&T MOBILITY LLC		ENGR-GENL	87.86
	AT&T MOBILITY LLC		LEGAL - PROSECUTION	87.86
	AT&T MOBILITY LLC		RECREATION SERVICES	87.86
	AT&T MOBILITY LLC		COMMUNITY	131.79
	AT&T MOBILITY LLC		PERSONNEL ADMINISTRATION	131.79
	AT&T MOBILITY LLC		UTIL ADMIN	131.79
	AT&T MOBILITY LLC		GIS SERVICES IS	175.72
	AT&T MOBILITY LLC		FINANCE-GENL	175.72
	AT&T MOBILITY LLC		MUNICIPAL COURTS	219.65
	AT&T MOBILITY LLC		LEGAL-GENL	219.65
	AT&T MOBILITY LLC		OFFICE OPERATIONS	307.51
	AT&T MOBILITY LLC		FACILITY MAINTENANCE	439.30
	AT&T MOBILITY LLC		EXECUTIVE ADMIN	483.23
	AT&T MOBILITY LLC		POLICE ADMINISTRATION	615.05
	AT&T MOBILITY LLC		DETENTION & CORRECTION	790.74
	AT&T MOBILITY LLC		POLICE COMMUNITY	834.67
	AT&T MOBILITY LLC		POLICE INVESTIGATION	879.04
	AT&T MOBILITY LLC		COMPUTER SERVICES	922.53
	AT&T MOBILITY LLC		POLICE PATROL	2,968.70
179449	BACKFLOW APPARATUS	BACK FLOW REPAIR KIT	WATER CROSS CNTL	167.66

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 8/13/2025 TO 8/13/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179450	BAUER, LILIYA	BILINGUAL CERTIFICATION REIMBURSEMENT	POLICE PATROL	165.00
179451	BICKFORD FORD	CORE CREDIT	EQUIPMENT RENTAL	-82.05
	BICKFORD FORD	J079 LIGHT SWITCH ASSEMBLY	EQUIPMENT RENTAL	35.84
	BICKFORD FORD	P174 SPARK PLUGS, IGNITION COIL, GASKET	EQUIPMENT RENTAL	381.77
	BICKFORD FORD	P174 ALTERNATOR ASSEMBLY	EQUIPMENT RENTAL	481.58
	BICKFORD FORD	J036 SPARK PLUGS, IGNITION COILS, WIRES	EQUIPMENT RENTAL	1,235.83
179452	BILLING DOCUMENT SPE	BILL PRINT	UTILITY BILLING	2,183.96
	BILLING DOCUMENT SPE		UTILITY BILLING	3,615.08
179453	BIO CLEAN, INC	DECON CELLS	DETENTION & CORRECTION	492.30
179454	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	2,688.00
179455	BONTERRA TECH, LLC	APRICOT 360 RENEWAL	COMPUTER SERVICES	11,775.82
179456	BRAKE AND CLUTCH	H008 SLACK ADJUSTERS	EQUIPMENT RENTAL	286.08
	BRAKE AND CLUTCH	J072 BRAKE PAD SET	EQUIPMENT RENTAL	1,060.85
179457	BRIM TRACTOR	H004 PARTS	EQUIPMENT RENTAL	648.99
179458	BUELL, JOHN	REVIEW CLASS FOR GROUP 2 EXAM	UTIL ADMIN	215.00
179459	BUTTKE, GREGORY	ACTIVITY CANCELLATION	PARKS-RECREATION	120.00
179460	CHAMPION BOLT	F007 DECK SCREW	EQUIPMENT RENTAL	25.83
179461	CHARM-TEX, INC.	JAIL SUPPLIES	GENERAL FUND	-20.14
	CHARM-TEX, INC.		DETENTION & CORRECTION	234.44
179462	CIMCO-GC SYSTEMS	PRV MAINTENANCE	WATER DIST MAINS	624.08
	CIMCO-GC SYSTEMS		WATER DIST MAINS	1,512.82
	CIMCO-GC SYSTEMS		WATER DIST MAINS	2,778.21
179463	CITIES DIGITAL, INC.	DOCUSIGN/LICENSING/MAINTENANCE	COMPUTER SERVICES	6,782.80
179464	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
179465	COSTLESS SENIOR SRVC	INMATE MEDICATIONS	DETENTION & CORRECTION	952.38
179466	CREATIVE PRODUCT SOU	STICKERS	GENERAL FUND	-76.51
	CREATIVE PRODUCT SOU		POLICE PATROL	890.46
179467	CRYSTAL SPRINGS	WATER SERVICE	OFFICE OPERATIONS	100.00
	CRYSTAL SPRINGS		POLICE INVESTIGATION	100.00
	CRYSTAL SPRINGS		POLICE ADMINISTRATION	130.08
	CRYSTAL SPRINGS		POLICE PATROL	200.00
	CRYSTAL SPRINGS		DETENTION & CORRECTION	200.00
179468	DATA QUEST LLC	PRE-EMPLOYMENT	GENERAL FUND	-11.75
	DATA QUEST LLC		POLICE ADMINISTRATION	136.75
179469	DICKS TOWING	TOWING 25-41856	POLICE PATROL	77.54
	DICKS TOWING	P230 TOW	EQUIPMENT RENTAL	103.38
	DICKS TOWING	H018 TOW	EQUIPMENT RENTAL	832.81
	DICKS TOWING	RV DISPOSAL	POLICE PATROL	983.70

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 8/13/2025 TO 8/13/2025

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179469	DICKS TOWING	H018 TOW	EQUIPMENT RENTAL	1,004.88
	DICKS TOWING	J042 TOW & SERVICE	EQUIPMENT RENTAL	1,044.17
179470	DIFFERENTIAL NETWORK	EBEY WATERFRONT CAMERA UPGRADES	RECREATION SERVICES	28,056.72
179471	DOBBS PETERBILT	J068 FUEL PRESSURE SENSOR	EQUIPMENT RENTAL	211.54
	DOBBS PETERBILT	J034 AIR HOSE, PRESSURE SWITCH	EQUIPMENT RENTAL	364.49
	DOBBS PETERBILT	J034 HOSE	EQUIPMENT RENTAL	562.30
	DOBBS PETERBILT	J031 TIE ROD ENDS	EQUIPMENT RENTAL	568.20
	DOBBS PETERBILT	J034 AIR HOSE, PRESSURE SWITCH, AC HOSE	EQUIPMENT RENTAL	600.44
179472	DRIVE PAYMENTS, LLC	PAYMENT PROCESSING - JULY	UTILITY BILLING	1,077.55
179473	DUNLAP INDUSTRIAL	TOOLS/PARTS FOR RANNEY CAISSON	WATER DIST MAINS	424.42
179474	DUNSETH, THERESA	ACTIVITY CANCELLATION	PARKS-RECREATION	120.00
	DUNSETH, THERESA		PARKS-RECREATION	120.00
179475	E&E LUMBER	WOOD CHISEL SET	SOURCE OF SUPPLY	36.09
179476	ED'S TRANSMISSION EX	V026 TRANSMISSION REPAIR	EQUIPMENT RENTAL	5,948.52
179477	EFFECTIVE FITNESS	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	1,397.00
179478	ELDRIDGE, SHARON	ACTIVITY CANCELLATION	PARKS-RECREATION	120.00
179479	ENTERPRISE RENTAL	RENTAL CAR	POLICE PATROL	147.73
179480	ERICKSON, I	UB REFUND: 12233 43RD DR NE	WATER/SEWER OPERATION	10.60
179481	ESCALANTE, JUAN & LU	UB REFUND: 6206 72ND ST NE	WATER/SEWER OPERATION	163.22
179482	ESTELLA, JOSE & ARN	UB REFUND: 9732 64TH DR NE	WATER/SEWER OPERATION	2,140.00
179483	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	26.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	26.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	80.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	80.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	460.00
179484	EVERETT SAFE & LOCK	GOLF RESTAURANT DOOR LOCK REPAIR	GOLF ADMINISTRATION	32.97
	EVERETT SAFE & LOCK	HWY 9 WATER RESERVOIR DOOR REPAIR	MAINT OF GENL PLANT	258.27
179485	EVERETT, CITY OF	ANIMAL SHELTER	POLICE COMMUNITY	675.00
	EVERETT, CITY OF		POLICE COMMUNITY	3,675.00
179486	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-26.86
	EVIDENT, INC.		POLICE PATROL	312.64
179487	FAWCETT, ELAIGN	REFUND - PRESCHOOL	PARKS-RECREATION	165.00

DATE: 8/14/2025
TIME: 9:37:16AM

CITY OF MARYSVILLE
INVOICE LIST

PAGE: 4

FOR INVOICES FROM 8/13/2025 TO 8/13/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179488	FIRESTONE	220 TIRES	EQUIPMENT RENTAL	281.20
	FIRESTONE	J036 TIRES	EQUIPMENT RENTAL	961.95
179489	FORSTER, RYAN JR	UB REFUND: 8425 61ST PL NE	WATER/SEWER OPERATION	25.17
179490	GALLS, LLC	UNIFOMRS	POLICE PATROL	71.63
	GALLS, LLC	UNIFORMS	POLICE PATROL	160.52
179491	GLASS FIX LLC	J023 REPLACEMENT RIGHT REAR DOOR GLASS	EQUIPMENT RENTAL	262.56
	GLASS FIX LLC	V045 REPLACEMENT WINDSHIELD	EQUIPMENT RENTAL	366.49
	GLASS FIX LLC	P215 REPLACEMENT WINDSHIELD	EQUIPMENT RENTAL	492.30
	GLASS FIX LLC	P168 REPLACEMENT WINSHIELD & MOULDINGS	EQUIPMENT RENTAL	596.23
179492	GOBLE SAMPSON ASSOC	HYPO PUMP HEAD REPLACEMENT	WASTE WATER TREATMENT	720.40
179493	GRAINGER	CREDIT - ORIG INV 9591708780	WATER DIST MAINS	-275.23
	GRAINGER	TORQUE WRENCH	WATER DIST MAINS	275.23
	GRAINGER		WATER DIST MAINS	436.28
179494	GREENSHIELDS INDS	J040 AEROQUIP FITTING	EQUIPMENT RENTAL	18.56
	GREENSHIELDS INDS	J068 AEROPUIP FITTINGS	EQUIPMENT RENTAL	133.64
179495	GREMBOS, ROBERT W &	UB REFUND: 5810 74TH ST NE	WATER/SEWER OPERATION	334.59
179496	HD FOWLER COMPANY	PARTS FOR COLLECTOR VENTS	SOURCE OF SUPPLY	536.30
	HD FOWLER COMPANY		SOURCE OF SUPPLY	588.10
	HD FOWLER COMPANY	LIFT STATION	SEWER LIFT STATION	2,703.85
179497	HERC RENTALS INC	CORE DRILL RENTAL	WATER DIST MAINS	141.78
179498	HIRTH, ANGELA	ACTIVITY CANCELLATION	PARKS-RECREATION	120.00
179499	HOME DEPOT PRO	DUSTERS WITH HANDLES	CUSTODIAL SERVICES	51.72
	HOME DEPOT PRO	DISINFRECTANT W/ BLEACH	CUSTODIAL SERVICES	67.25
	HOME DEPOT PRO	HAND CLEANER	CUSTODIAL SERVICES	95.48
	HOME DEPOT PRO	TRASH LINERS	CUSTODIAL SERVICES	190.25
	HOME DEPOT PRO	TOILET PAPER	CUSTODIAL SERVICES	247.77
	HOME DEPOT PRO		CUSTODIAL SERVICES	338.05
	HOME DEPOT PRO		CUSTODIAL SERVICES	405.66
	HOME DEPOT PRO	PAPER TOWELS	CUSTODIAL SERVICES	464.84
	HOME DEPOT PRO		CUSTODIAL SERVICES	493.07
	HOME DEPOT PRO	HAND SOAP,MATS,DISINFECTANT,TOILET COVERS	CUSTODIAL SERVICES	876.28
179500	IBS, INC.	DRILL SET	EQUIPMENT RENTAL	333.45
179501	INTERSTATE BATTERY	BATTERIES	ER&R	753.00
179502	J & B TOOLS, LLC	RADIATOR BLOW-OUT KIT	EQUIPMENT RENTAL	131.26
	J & B TOOLS, LLC	SOCKET SETS, FLASHLIGHT, CHARGER	EQUIPMENT RENTAL	1,159.62
179503	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	16.43
	J2 CLOUD SERVICES		LEGAL-GENL	16.43
	J2 CLOUD SERVICES		UTILITY BILLING	32.85

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 8/13/2025 TO 8/13/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179503	J2 CLOUD SERVICES	FAX	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
179504	JORDAN KENT ENTER	INSTRUCTOR PAYMENT	RECREATION SERVICES	2,576.00
179505	KBHPNW LLC	UB REFUND: 4921 87TH AVE, 5143 88 DR, 8630 46 PL	WATER/SEWER OPERATION	86.38
179506	KBHPNW LLC		WATER/SEWER OPERATION	41.70
179507	KBHPNW LLC		WATER/SEWER OPERATION	73.70
179508	KENWORTH NORTHWEST	F007 PIPE COUPLING, ADAPTER	EQUIPMENT RENTAL	36.47
179509	KINGSFORD, ANDREA	PHARMACY	RECREATION SERVICES	36.67
179510	KITSAP TRACTOR	W025 TIE ROD ASSEMBLY	EQUIPMENT RENTAL	151.82
	KITSAP TRACTOR	W026 PARTS	EQUIPMENT RENTAL	1,639.68
179511	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MITIGATION FEES	68,650.00
179512	LASTING IMPRESSIONS	T-SHIRTS	RECREATION SERVICES	500.00
	LASTING IMPRESSIONS		RECREATION SERVICES	509.87
	LASTING IMPRESSIONS	CADET UNIFORMS	POLICE PATROL	1,884.67
179513	LES SCHWAB TIRE CTR	TIRES	ER&R	260.61
	LES SCHWAB TIRE CTR		ER&R	260.61
	LES SCHWAB TIRE CTR	J072 TIRES	EQUIPMENT RENTAL	1,898.62
	LES SCHWAB TIRE CTR	TIRES	ER&R	3,170.02
179514	MARYSVILLE FIRE	EMERGENCY AID SERVICE	FIRE-EMS	-129.28
	MARYSVILLE FIRE		FIRE-EMS	450.64
179515	MARYSVILLE, CITY OF	16324 TWIN LAKES AVE	PARK & RECREATION FAC	251.08

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 8/13/2025 TO 8/13/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179515	MARYSVILLE, CITY OF	2323 172 ST NE IRRIGATION	ROADWAY MAINTENANCE	701.18
	MARYSVILLE, CITY OF	6302 152 ST NE	PARK & RECREATION FAC	757.04
	MARYSVILLE, CITY OF	15524 SMOKEY POINT BLVD	PARK & RECREATION FAC	981.85
	MARYSVILLE, CITY OF	17906 43RD AVE NE	WATER FILTRATION PLANT	2,220.28
	MARYSVILLE, CITY OF	6302 152 ST NE IRRIGATION	PARK & RECREATION FAC	3,548.41
179516	MPAC	INSTRUCTOR PAYMENT	RECREATION SERVICES	981.00
179517	MR COOPER	PARTIAL RELEASE FEE	GMA - STREET	250.00
179518	NAPA AUTO PARTS	431 THERMOSTAT ASSEMBLY & GASKET	EQUIPMENT RENTAL	12.89
179519	NORTH CENTRAL LABORA	LAB SUPPLIES	WASTE WATER TREATMENT	102.70
179520	NORTHWESTERN AUTO	J069 BODY DAMAGE REPAIR	EQUIPMENT RENTAL	7,652.20
179521	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,033.20
179522	OREILLY AUTO PARTS	431 SWAY BAR BUSHING	EQUIPMENT RENTAL	3.98
	OREILLY AUTO PARTS	431 THERMOSTAT HOUSING ASSEMBLY	EQUIPMENT RENTAL	22.96
	OREILLY AUTO PARTS	431 WHEEL LUG & STUDS	EQUIPMENT RENTAL	46.44
	OREILLY AUTO PARTS	H008 ENGINE OIL LEAK DETECTION DYE	EQUIPMENT RENTAL	65.62
	OREILLY AUTO PARTS	J068 U-JOINT	EQUIPMENT RENTAL	74.61
	OREILLY AUTO PARTS	431 WATER PUMP, SWAY LINK KIT	EQUIPMENT RENTAL	128.79
	OREILLY AUTO PARTS	220 SPARK PLUGS, DISTIBUTOR CAP, WIRE SET	EQUIPMENT RENTAL	129.42
	OREILLY AUTO PARTS	J033 WINCH REPLACEMENT CABLE	EQUIPMENT RENTAL	261.12
	OREILLY AUTO PARTS	J015 FUEL PUMP	EQUIPMENT RENTAL	276.43
179523	PACIFIC PLUMBING	TEST COMP CAPS	WATER CROSS CNTL	156.83
179524	PAPE MACHINERY	W024 PARTS	EQUIPMENT RENTAL	741.91
179525	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	GOLF ADMINISTRATION	39.27
	PGC INTERBAY LLC		PRO-SHOP	83.05
	PGC INTERBAY LLC		MAINTENANCE	99.00
	PGC INTERBAY LLC		GOLF ADMINISTRATION	170.15
	PGC INTERBAY LLC		GOLF ADMINISTRATION	191.61
	PGC INTERBAY LLC		GOLF ADMINISTRATION	290.08
	PGC INTERBAY LLC		MAINTENANCE	476.38
	PGC INTERBAY LLC		PRO-SHOP	546.11
	PGC INTERBAY LLC		MAINTENANCE	661.56
	PGC INTERBAY LLC		PRO-SHOP	1,000.00
	PGC INTERBAY LLC		GOLF ADMINISTRATION	1,066.66
	PGC INTERBAY LLC		GOLF ADMINISTRATION	1,272.64
	PGC INTERBAY LLC		MAINTENANCE	1,634.98
	PGC INTERBAY LLC		GOLF COURSE	2,245.69
	PGC INTERBAY LLC		MAINTENANCE	3,498.42
179526	PLATT ELECTRIC	PARTS FOR NEW GATE	MAINT OF GENL PLANT	4.04

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 8/13/2025 TO 8/13/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179526	PLATT ELECTRIC	LED BULB	STREET LIGHTING	75.08
	PLATT ELECTRIC	PARTS FOR COMFORD PLAZA BOX	PARK & RECREATION FAC	166.52
	PLATT ELECTRIC	CONDUIT FOR NEW GATE	MAINT OF GENL PLANT	169.31
	PLATT ELECTRIC	BREAKER FOR COMFORD PARK	PARK & RECREATION FAC	195.80
	PLATT ELECTRIC	AERATOR PARTS	WASTE WATER TREATMENT	1,712.25
179527	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	100.80
	POTTERY NOOK, THE	MATERIAL FEE	RECREATION SERVICES	120.00
179528	PUD	ACCT #205283641	STREET LIGHTING	10.46
	PUD	ACCT #205026479	STREET LIGHTING	14.39
	PUD		STREET LIGHTING	22.53
	PUD	ACCT #204584361	STREET LIGHTING	22.66
	PUD		STREET LIGHTING	30.05
	PUD	ACCT #202177861	PUMPING PLANT	49.96
	PUD	ACCT #205481823	GOLF ADMINISTRATION	50.57
	PUD	ACCT #202220760	GOLF ADMINISTRATION	60.95
	PUD	ACCT #223286667	METER READING	65.08
	PUD	ACCT #204829691	STREET LIGHTING	70.15
	PUD	ACCT #201142155	TRANSPORTATION	73.10
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	92.03
	PUD	ACCT #200660439	STREET LIGHTING	93.24
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	97.66
	PUD	ACCT #221610405	STREET LIGHTING	99.80
	PUD	ACCT #202368197	PUMPING PLANT	120.15
	PUD	ACCT #222592917	PARK & RECREATION FAC	134.46
	PUD	ACCT #220020531	STREET LIGHTING	146.75
	PUD	ACCT #202576112	STREET LIGHTING	158.87
	PUD	ACCT #203344585	STREET LIGHTING	252.66
	PUD	ACCT #200812808	PUMPING PLANT	336.38
	PUD	ACCT #200164598	SOURCE OF SUPPLY	351.80
	PUD	ACCT #202461554	SEWER LIFT STATION	409.03
	PUD	ACCT #201639630	GOLF ADMINISTRATION	906.08
	PUD	ACCT #201098969	PUMPING PLANT	1,913.04
	PUD	ACCT #202604203	STREET LIGHTING	2,185.24
	PUD	ACCT #202576112	STREET LIGHTING	3,018.69
	PUD	ACCT #202604203	STREET LIGHTING	3,277.87
	PUD	ACCT #202882098	STREET LIGHTING	13,302.50
	PUD		STREET LIGHTING	16,258.61
179529	PUGET SOUND ENERGY	ACCT #220002768939	NON-DEPARTMENTAL	14.73

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 8/13/2025 TO 8/13/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179529	PUGET SOUND ENERGY	ACCT #200004804056	RECREATION SERVICES	53.21
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	53.21
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	53.21
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	53.21
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	54.70
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	54.71
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	59.18
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	60.74
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	63.65
	PUGET SOUND ENERGY	ACCT #220026412746	NON-DEPARTMENTAL	188.50
	PUGET SOUND ENERGY	ACCT #220026419946	NON-DEPARTMENTAL	476.75
179530	RAINIER ENVIRONMENT	BIOESSAY LAB TESTING	WASTE WATER TREATMENT	950.00
179531	RAY ALLEN MANUFACTUR	K9 SUPPLIES	K9 PROGRAM	113.76
	RAY ALLEN MANUFACTUR		K9 PROGRAM	2,104.60
179532	ROSSMAN, BRANDON	TRAINING ON NEW PRODUCT	COMPUTER SERVICES	301.00
179533	RPM REAL ESTATE HOLD	UB REFUND: 1315 WILDWOOD ST	WATER/SEWER OPERATION	650.00
179534	RWC INTERNATIONAL	F007 SWIVEL FITTING AND ADAPTER	EQUIPMENT RENTAL	138.24
	RWC INTERNATIONAL	F007 BLACK AIR HOES	EQUIPMENT RENTAL	188.48
179535	SANMIGUEL, TARA	ACTIVITY CANCELLATION	PARKS-RECREATION	120.00
179536	SANMIGUEL, TARALEE	K9 UNIT PROCUREMENT	POLICE PATROL	238.00
179537	SECURITY SOLUTIONS	BOX CAMERAS	POLICE PATROL	7,626.27
179538	SIMPSON, SIERRA	REIMBURSEMENT - MILEAGE	DETENTION & CORRECTION	1,036.00
	SIMPSON, SIERRA		DETENTION & CORRECTION	1,184.40
179539	SISKUN POWER EQUIPME	899P CLUTCH AND STARTER ASSEMBLY	EQUIPMENT RENTAL	84.52
	SISKUN POWER EQUIPME	799WW HEDGE TRIMMER BLADE	EQUIPMENT RENTAL	122.46
179540	SMARSH INC	TEXT MESSAGE ARCHIVING	COMMUNITY	7.85
	SMARSH INC		YOUTH SERVICES	7.85
	SMARSH INC		CRIME PREVENTION	7.85
	SMARSH INC		PROPERTY TASK FORCE	7.85
	SMARSH INC		GENERAL	7.85
	SMARSH INC		EQUIPMENT RENTAL	7.85
	SMARSH INC		FACILITY MAINTENANCE	7.85
	SMARSH INC		ENGR-GENL	15.70
	SMARSH INC		CITY COUNCIL	15.70
	SMARSH INC		FINANCE-GENL	15.70
	SMARSH INC		RECREATION SERVICES	15.70
	SMARSH INC		UTILITY BILLING	15.70
	SMARSH INC		SEWER MAIN COLLECTION	15.70

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 8/13/2025 TO 8/13/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179540	SMARSH INC	TEXT MESSAGE ARCHIVING	MUNICIPAL COURTS	23.55
	SMARSH INC		CITY CLERK	23.55
	SMARSH INC		PERSONNEL ADMINISTRATION	23.55
	SMARSH INC		POLICE COMMUNITY	31.40
	SMARSH INC		CUSTODIAL SERVICES	31.40
	SMARSH INC		COMMUNITY	39.25
	SMARSH INC		GIS SERVICES IS	39.25
	SMARSH INC		LEGAL - PROSECUTION	47.10
	SMARSH INC		OFFICE OPERATIONS	47.10
	SMARSH INC		POLICE COMMUNITY	47.10
	SMARSH INC		PARK & RECREATION FAC	47.10
	SMARSH INC		WATER QUAL TREATMENT	54.95
	SMARSH INC		STORM DRAINAGE	54.95
	SMARSH INC		GENERAL	102.05
	SMARSH INC		POLICE INVESTIGATION	109.90
	SMARSH INC		DETENTION & CORRECTION	109.90
	SMARSH INC		EXECUTIVE ADMIN	117.75
	SMARSH INC		POLICE ADMINISTRATION	117.75
	SMARSH INC		WASTE WATER TREATMENT	117.75
	SMARSH INC		SOLID WASTE CUSTOMER	133.45
	SMARSH INC		UTIL ADMIN	149.15
	SMARSH INC		ENGR-GENL	188.40
	SMARSH INC		COMPUTER SERVICES	241.07
	SMARSH INC		POLICE PATROL	541.65
179541	SMOKEY POINT APT V	TIF CREDITS	GMA - STREET	508,032.00
179542	SNO CO TREASURER	INMATE MEDICAL	DETENTION & CORRECTION	7,308.15
179543	SNOHOMISH CO 911	DISPATCH	COMMUNICATION CENTER	103,932.42
179544	SOLID WASTE SYSTEMS	J067 EMERGENCY STOP SWITCH	EQUIPMENT RENTAL	163.56
	SOLID WASTE SYSTEMS		EQUIPMENT RENTAL	443.03
179545	SOUND PUBLISHING	CITY ORDINANCES	CITY CLERK	74.08
179546	SOUND PUBLISHING	ADVERTISING	COMMUNITY	165.24
179547	STAPLETON, JENNIFER	REIMBURSEMENT - ICMA CONFERENCE	EXECUTIVE ADMIN	392.00
	STAPLETON, JENNIFER	REIMBURSEMENT - AIRFARE	EXECUTIVE ADMIN	476.60
179548	STATE PATROL	FINGERPRINT ID SERVICES	INTERGOVERNMENTAL	312.00
179549	SUTTON, STEPHANIE	ACTIVITY CANCELLATION	PARKS-RECREATION	120.00
179550	SVOBODA, MIRIA	REFUND - SVOBODA GROUP MEETING	PARKS-RECREATION	80.00
	SVOBODA, MIRIA		PARKS-RECREATION	90.00
	SVOBODA, MIRIA		PARKS-RECREATION	90.00

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 8/13/2025 TO 8/13/2025

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179550	SVOBODA, MIRIA	REFUND - SVOBODA GROUP MEETING	PARKS-RECREATION	90.00
	SVOBODA, MIRIA		PARKS-RECREATION	150.00
179551	SYM CONSTRUCTION LLC	UB REFUND: 9516 57TH DR NE	WATER/SEWER OPERATION	497.37
179552	THOMPSON, ADELINE	REFUND	PARKS-RECREATION	32.00
	THOMPSON, ADELINE		PARKS-RECREATION	42.00
	THOMPSON, ADELINE		PARKS-RECREATION	42.00
179553	TRANSUNION RISK & AL	INVESTIGATIVE TOOL	POLICE INVESTIGATION	500.69
179554	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	659.32
	ULINE		POLICE PATROL	1,032.39
179555	USA BLUEBOOK	CI2 PAKCETS & ELECTRODE SOLUTION	SUNNYSIDE FILTRATION	97.14
179556	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	-37.33
	VERIZON	WIRELESS SERVICE	POLICE ADMINISTRATION	20.91
	VERIZON		PURCHASING/CENTRAL	30.58
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		POLICE COMMUNITY	60.03
	VERIZON		FINANCE-GENL	78.06
	VERIZON		EQUIPMENT RENTAL	98.97
	VERIZON		POLICE PATROL	100.04
	VERIZON		MUNICIPAL COURTS	195.15
	VERIZON	WIRELESS MODEMS	POLICE INVESTIGATION	200.06
	VERIZON	WIRELESS SERVICE	EXECUTIVE ADMIN	279.97
	VERIZON		LEGAL - PROSECUTION	286.47
	VERIZON		WATER QUAL TREATMENT	357.57
	VERIZON		FACILITY MAINTENANCE	376.18
	VERIZON		PARK & RECREATION FAC	403.35
	VERIZON		RECREATION SERVICES	403.35
	VERIZON		COMMUNITY	435.21
	VERIZON		COMPUTER SERVICES	463.68
	VERIZON		WATER SUPPLY MAINS	520.35
	VERIZON		SOLID WASTE CUSTOMER	600.18
	VERIZON		SEWER MAIN COLLECTION	653.10
	VERIZON	WIRELESS MODEMS	POLICE PATROL	748.47
	VERIZON	WIRELESS SERVICE	STORM DRAINAGE	891.46
	VERIZON		GENERAL	1,028.32
	VERIZON		ENGR-GENL	1,621.04
	VERIZON		UTIL ADMIN	2,402.42
179557	WASTE MANAGEMENT	WWTP SPECIAL SOLID WASTE SERVICE	WASTE WATER TREATMENT	2,678.50
179558	WATCH SYSTEMS	RSO MAILING	POLICE ADMINISTRATION	316.47

**CITY OF MARYSVILLE
INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179559	WEISER, LISA D	INSTRUCTOR PAYMENT	RECREATION SERVICES	437.40
179560	WET RABBIT EXPRESS	CAR WASHES - PARKS	RECREATION SERVICES	7.20
	WET RABBIT EXPRESS	CAR WASHES - POLICE	POLICE PATROL	756.00
179561	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	105.60
179562	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	147.75
179563	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	91.03
179564	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	276.95
179565	ZIPLY FIBER	ACCT #3606534028	CITY HALL	274.58
179566	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	104.33
179567	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
179568	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	238.16
179569	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	90.94
179570	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	105.46
179571	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	176.13
179572	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	90.72
179573	ZIPLY FIBER	ACCT #3606583635	COMPUTER SERVICES	165.57
179574	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	43.55
	ZIPLY FIBER		MUNICIPAL COURTS	154.39
179575	ZIPLY FIBER	ACCT #3606589493	RECREATION SERVICES	79.87
	ZIPLY FIBER		POLICE INVESTIGATION	79.88
179576	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	155.62
179577	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	241.30
	ZIPLY FIBER		SUNNYSIDE FILTRATION	261.41
179578	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	102.94
179579	ZIPLY FIBER	ACCT #3606594037	CITY HALL	139.53
179580	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	236.42
179581	ZIPLY FIBER	3606580637	COMPUTER SERVICES	236.42
179582	ZIPLY FIBER	ACCT #3601971148 TWIN LAKES	PARK & RECREATION FAC	550.00
179583	ZIPLY FIBER	PHONE SERVICE	CRIME PREVENTION	10.77
	ZIPLY FIBER		PROPERTY TASK FORCE	10.77
	ZIPLY FIBER		FACILITY MAINTENANCE	10.77
	ZIPLY FIBER		SOLID WASTE CUSTOMER	21.53
	ZIPLY FIBER		PARK & RECREATION FAC	32.30
	ZIPLY FIBER		CITY CLERK	32.30
	ZIPLY FIBER		LEGAL-GENL	32.30
	ZIPLY FIBER		GENERAL	32.30
	ZIPLY FIBER		GIS SERVICES IS	32.30
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	43.07

CITY OF MARYSVILLE
INVOICE LIST
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179583	ZIPLY FIBER	PHONE SERVICE	WATER QUAL TREATMENT	43.07
	ZIPLY FIBER		LEGAL - PROSECUTION	64.60
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	64.60
	ZIPLY FIBER		UTILITY BILLING	64.60
	ZIPLY FIBER		EQUIPMENT RENTAL	75.37
	ZIPLY FIBER		EXECUTIVE ADMIN	96.91
	ZIPLY FIBER		FINANCE-GENL	96.91
	ZIPLY FIBER		POLICE ADMINISTRATION	96.91
	ZIPLY FIBER		POLICE INVESTIGATION	96.91
	ZIPLY FIBER		RECREATION SERVICES	96.91
	ZIPLY FIBER		COMPUTER SERVICES	107.70
	ZIPLY FIBER		MUNICIPAL COURTS	118.44
	ZIPLY FIBER		WASTE WATER TREATMENT	118.44
	ZIPLY FIBER		UTIL ADMIN	118.44
	ZIPLY FIBER		OFFICE OPERATIONS	129.21
	ZIPLY FIBER		COMMUNITY	183.04
	ZIPLY FIBER		DETENTION & CORRECTION	193.81
	ZIPLY FIBER		ENGR-GENL	226.12
	ZIPLY FIBER		POLICE PATROL	527.60

WARRANT SUBTOTAL: 1,066,250.55

CHECK LOST/DAMAGED

WARRANT TOTAL: 1 066 250 55

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Shannon Early, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: August 20, 2025, Claims in the Amount of \$1,358,965.28 Paid by EFT Transactions and Check Numbers 179584 through 179694

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[082025.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 8/20/2025 TO 8/20/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179584	STATE AUDITORS OFFIC	AUDIT PERIOD 2024	UTIL ADMIN	11,023.67
	STATE AUDITORS OFFIC		NON-DEPARTMENTAL	11,023.68
179585	COMMONSTREET	88TH ST NE CORRIDOR IMPROVEMENTS	GMA - STREET	2,391.70
179586	911 SUPPLY INC.	UNIFORMS	DETENTION & CORRECTION	107.49
	911 SUPPLY INC.	MEDALS	POLICE INVESTIGATION	139.56
179587	AALBU BROTHERS LLC	VEHICLE V004 LIFTGATE	ROADSIDE VEGETATION	6,081.55
179588	ALEXANDER PRINTING	EMERGENCY ALERT FLYERS (SPANISH)	EXECUTIVE ADMIN	199.48
	ALEXANDER PRINTING	PRINT SERVICES	POLICE PATROL	211.43
179589	AMERICAN CLEANERS	DRY CLEANING	DETENTION & CORRECTION	23.85
	AMERICAN CLEANERS		POLICE ADMINISTRATION	69.02
179590	ARAMSCO	STRIPING TRAFFIC PAINT	TRAFFIC CONTROL DEVICES	40,614.76
179591	ARLINGTON HARDWARE	MISC BRASS FITTINGS/PARTS	WATER DIST MAINS	31.66
	ARLINGTON HARDWARE	MISC BRASS FITTINGS	WATER DIST MAINS	159.36
179592	ARLINGTON, CITY OF	RENTAL FEE	POLICE TRAINING-FIREARMS	1,557.66
179593	ATIMS	STOFTWARE ANNUAL FEE	DETENTION & CORRECTION	5,324.50
179594	BARNEY, ARLIN & DENI	UB REFUND: 7609 34TH PL NE	WATER/SEWER OPERATION	50.00
179595	BICKFORD FORD	VEHICLE J066 TIRE MONITOR	EQUIPMENT RENTAL	221.38
179596	BILLING DOCUMENT SPE	BILL PRINTING 8/1-8/8/25	UTILITY BILLING	3,183.65
179597	BIO CLEAN, INC	CELL DECON	DETENTION & CORRECTION	492.30
179598	BLAKE, BRANDON	LODGING/FUEL REIMBURSEMENT	POLICE INVESTIGATION	1,054.36
179599	BROWN, CHRIS	TRAINING	COMPUTER SERVICES	215.00
179600	CALLAHAN, KALEB	EXPENSE REIMBURSEMENT	UTIL ADMIN	299.00
179601	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	18,119.92
	CASCADE COLUMBIA		WASTE WATER TREATMENT	19,511.49
	CASCADE COLUMBIA		WASTE WATER TREATMENT	19,599.01
	CASCADE COLUMBIA		WASTE WATER TREATMENT	20,430.45
179602	CHANDLERS TREE & STU	TREE REMOVAL ON SOPER	ROADSIDE VEGETATION	2,188.00
179603	CHARM-TEX, INC.	INMATE SUPPLIES	GENERAL FUND	-9.31
	CHARM-TEX, INC.		DETENTION & CORRECTION	108.31
179604	CIMCO-GC SYSTEMS	STEM, COVER BEARING, STEM ADAPTOR	WATER DIST MAINS	2,428.87
179605	CORRECTIONS, DEPT OF	INMATE FOOD	DETENTION & CORRECTION	9,557.00
179606	CRAWFORD, SHANON	INSTRUCTOR PAYMENT	RECREATION SERVICES	480.00
179607	CREATIVE PRODUCT SOU	CRIME PREVENTION BOOKS	GENERAL FUND	-49.09
	CREATIVE PRODUCT SOU	BOOKMARKS	GENERAL FUND	-25.81
	CREATIVE PRODUCT SOU		CRIME PREVENTION	300.43
	CREATIVE PRODUCT SOU	CRIME PREVENTION BOOKS	CRIME PREVENTION	571.43
179608	CRIMINAL JUSTICE	ACADEMY TRAINING	POLICE TRAINING-FIREARMS	22,185.00
179609	CUDA WASHINGTON	SERVICE ON PARTS WASHER	EQUIPMENT RENTAL	448.54
179610	DAILY JOURNAL OF COM	156TH ST NE CONNECTOR AD	GMA - STREET	227.90
	DAILY JOURNAL OF COM	84TH ST NE PAVEMENT PRESERVATION	GMA - STREET	259.70
179611	DESCHAMP, JESSIE	UB REFUND: 7032 65TH ST NE	WATER/SEWER OPERATION	22.82
179612	DICKS TOWING	TOWING 25-42659	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-41455	POLICE PATROL	155.09
179613	DYER, ROBERT L	LEOFF I PREMIUM REIMBURSEMENT	POLICE ADMINISTRATION	3,114.49
179614	E&E LUMBER	KEYS	POLICE PATROL	10.61
	E&E LUMBER	MISC FASTENERS, CAULK GUN	SOURCE OF SUPPLY	15.62
	E&E LUMBER	BALL END HEX KEY	ENGR-GENL	20.36
	E&E LUMBER	PLIERS, BALL END HEX KEY, FASTENERS	ENGR-GENL	36.67
179615	ED'S TRANSMISSION EX	J041 TRANSMISSION FILTER, CLUTCH PART	EQUIPMENT RENTAL	447.45
	ED'S TRANSMISSION EX	J041 REMANUFACTURED TRANSMISSION	EQUIPMENT RENTAL	3,495.33
179616	ELITE K-9, INC.	K9 SUPPLIES	GENERAL FUND	-49.25
	ELITE K-9, INC.		K9 PROGRAM	573.20

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 8/20/2025 TO 8/20/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179617	ENTERPRISE FM TRUST	LEASE CHARGE	EQUIPMENT RENTAL	20,683.11
179618	ENVIRONMENTAL SCIENC	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL	4,685.22
179619	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	26.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	80.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	80.00
179620	EVERETT HYDRAULICS	F007 REBUILD HYDRAULIC PUMP	EQUIPMENT RENTAL	142.87
179621	EVERETT, CITY TREAS	WATER FILTRATION CHARGES	SOURCE OF SUPPLY	420,987.16
179622	FERRELLGAS	PROPANE	ROADWAY MAINTENANCE	62.36
	FERRELLGAS		TRAFFIC CONTROL DEVICES	62.36
179623	GALLS, LLC	UNIFORMS	POLICE PATROL	31.51
	GALLS, LLC		POLICE PATROL	237.12
	GALLS, LLC		POLICE PATROL	237.12
	GALLS, LLC		POLICE PATROL	446.34
179624	GMP CONSULTANTS	INTERIM CD DIRECTOR - JEFF WILSON	COMMUNITY	9,600.73
179625	GRAY AND OSBORNE	S&SW COMP PLAN UPDATE	SURFACE WATER CAPITAL	7,182.01
179626	GREENSHIELDS INDS	HYDRAULIC FITTINGS	ER&R	939.68
	GREENSHIELDS INDS	HYDRAULIC HOSES	ER&R	2,703.85
179627	GUNDERSON, JARL	LEOFF 1 PREMIUM REIMBURSEMENT	POLICE ADMINISTRATION	99.00
	GUNDERSON, JARL		POLICE ADMINISTRATION	390.00
	GUNDERSON, JARL		POLICE ADMINISTRATION	2,220.00
179628	HARRY'S TOWING LLC	TOWING	POLICE PATROL	875.20
179629	HAWKINS, TYLER & ALI	UB REFUND: 8728 54TH ST NE	WATER/SEWER OPERATION	16.95
179630	HDR ENGINEERING	88TH ST NE CORRIDOR PROJECT	GMA - STREET	160,255.70
179631	HOUSE OF UPHOLSTERY	V036 REPAIR DRIVERS SEAT	EQUIPMENT RENTAL	437.60
179632	HUTCHISON LAW, LLC	CONFLICT COUNSEL - MEREDIT HUTCHISON	PUBLIC DEFENSE	450.00
179633	IBS, INC.	REAMER SET	EQUIPMENT RENTAL	562.65
179634	INTERSTATE BATTERY	BATTERIES SHOP INVENTORY	ER&R	1,059.78
179635	J & B TOOLS, LLC	STAMP SET, FLASHLIGHT, LOCK RING PLIERS	EQUIPMENT RENTAL	623.54
179636	KAISER PERMANENTE	PRE-EMPLOYMENT HEALTH CHARGES	POLICE ADMINISTRATION	3,560.00
179637	KEMMER, DALE & JUDY	UB REFUND: 6027 80TH ST NE	WATER/SEWER OPERATION	65.82
179638	LANGUAGE LINE	INTERPRETER SERVICE	POLICE INVESTIGATION	22.74
179639	LASKY, JENNIFER	UB REFUND: 12721 56TH DR NE	WATER/SEWER OPERATION	21.21
179640	LASTING IMPRESSIONS	UNIFORMS	POLICE PATROL	109.94
179641	LAWSON PRODUCTS, INC	FABRICATION & WELDING SUPPLIES	EQUIPMENT RENTAL	1,151.10
179642	LEGACY EARTHWORX, LL	REFUND: ROW PERMIT CC CHARGE	COMMUNITY DEVELOPMENT	18.50
179643	LES SCHWAB TIRE CTR	J033 ALIGNMENT SERVICE	EQUIPMENT RENTAL	131.27
	LES SCHWAB TIRE CTR	J031 TIRES	EQUIPMENT RENTAL	1,944.90
	LES SCHWAB TIRE CTR	J033 TIRES	EQUIPMENT RENTAL	2,066.77
179644	LEXISNEXIS RISK	INVESTIGATIVE TOOL	POLICE INVESTIGATION	216.40
179645	LOUTSIS, TERESA & ST	UB REFUND: 8025 77TH ST NE	WATER/SEWER OPERATION	188.36
179646	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	124.55
179647	M2 INDUSTRIAL INC	2025 GUARDRAIL REPAIR	GENERAL FUND	-4,198.00
	M2 INDUSTRIAL INC		ROADWAY MAINTENANCE	45,926.12
179648	MARYSVILLE ROTARY	DUES	POLICE ADMINISTRATION	540.09

**CITY OF MARYSVILLE
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179649	MAUND, ROBERT & DEBO	UB REFUND: 3308 69TH AVE NE	WATER/SEWER OPERATION	99.22
179650	MCKESSON MEDICAL	SUPPLIES	DETENTION & CORRECTION	90.06
179651	MCLOUGHLIN & EARDLEY	V068 & V069 LIGHTS, FLANGE KITS	EQUIPMENT RENTAL	854.02
	MCLOUGHLIN & EARDLEY	V068 & V069 LED LIGHT BARS	EQUIPMENT RENTAL	1,208.13
179652	MENDOZA, TERESA TINA	INSTRUCTOR PAYMENT	RECREATION SERVICES	318.00
179653	NAPA AUTO PARTS	CREDIT - ORIG INV 576003	SOLID WASTE OPERATIONS	-1,136.88
	NAPA AUTO PARTS	SNAP RINGS	WATER DIST MAINS	13.23
	NAPA AUTO PARTS	H012 FUEL/WATER SEPERATOR FILTER	EQUIPMENT RENTAL	25.98
	NAPA AUTO PARTS	USED FOR STRAINERS	WASTE WATER TREATMENT	29.83
	NAPA AUTO PARTS	J033 REAR AXLE WHEEL SEAL	EQUIPMENT RENTAL	34.20
	NAPA AUTO PARTS	P179 TRANSMISSION FILTER KIT	EQUIPMENT RENTAL	54.17
	NAPA AUTO PARTS	SOLID WASTE DEF FLUID	SOLID WASTE OPERATIONS	1,136.88
179654	NATIONAL TRENCH	FREIGHT	WATER DIST MAINS	71.22
179655	NAVIA BENEFIT	PARTICIPANT FEE - JULY 2025	PERSONNEL ADMINISTRATION	253.70
	NAVIA BENEFIT	PARTICIPANT FEE - JUNE 2025	PERSONNEL ADMINISTRATION	258.00
179656	NELSON-REISNER	ENGINE OIL, ATF FLUID	ER&R	1,935.48
179657	NORTHUP REALTORS, LL	UB REFUND: 1256 ASH AVE	WATER/SEWER OPERATION	52.90
179658	NORTHWESTERN AUTO	J055 BODY DAMAGE REPAIR	EQUIPMENT RENTAL	3,156.79
179659	OREILLY AUTO PARTS	CREDIT ORIG INV 2843-377870	EQUIPMENT RENTAL	-155.44
	OREILLY AUTO PARTS	J033 WHEEL & OIL SEALS	EQUIPMENT RENTAL	88.13
	OREILLY AUTO PARTS	V015 IGNITION COIL	EQUIPMENT RENTAL	108.65
	OREILLY AUTO PARTS	AIR HOSE	EQUIPMENT RENTAL	109.38
	OREILLY AUTO PARTS	J033 BRAKE PADS, OIL SEALS	EQUIPMENT RENTAL	784.09
179660	ORTIZ, KIRSTEN	UB REFUND: 4509 131ST PL NE	WATER/SEWER OPERATION	418.31
179661	OWEN EQUIPMENT	SERVICE CHARGE ORIG INV 00119307	EQUIPMENT RENTAL	35.61
	OWEN EQUIPMENT	RC MOWER IDLE ARM, SPRING, BELTS, IDLER	EQUIPMENT RENTAL	708.68
	OWEN EQUIPMENT	H033 DIAGNOSIS, REPAIR, PARTS, LABOR	EQUIPMENT RENTAL	30,620.30
179662	PACWEST MACHINERY	H020 SWEEPER	EQUIPMENT RENTAL	11,607.78
179663	PARISH, CHRIS & SUZE	UB REFUND: 7801 64TH PL NE	WATER/SEWER OPERATION	481.39
179664	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	19,519.26
	PGC INTERBAY LLC		MAINTENANCE	21,070.17
179665	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-5.64
	POLICE & SHERIFFS PR		GENERAL FUND	-1.88
	POLICE & SHERIFFS PR		POLICE PATROL	21.88
	POLICE & SHERIFFS PR		POLICE PATROL	65.64
179666	PUBLIC SAFETY OUTFIT	VEST	DETENTION & CORRECTION	2,242.44
	PUBLIC SAFETY OUTFIT		POLICE PATROL	2,701.96
179667	PUBLIC SAFETY OUTFIT	BADGES/PATCHES	POLICE PATROL	2,087.63
179668	PUBLIC SAFETY TESTIN	Q2 SUBSCRIPTION FEES	PERSONNEL ADMINISTRATION	182.00
	PUBLIC SAFETY TESTIN		DETENTION & CORRECTION	210.00
	PUBLIC SAFETY TESTIN		PERSONNEL ADMINISTRATION	221.00
	PUBLIC SAFETY TESTIN		PERSONNEL ADMINISTRATION	793.00
	PUBLIC SAFETY TESTIN		POLICE ADMINISTRATION	2,202.00
179669	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	50.57
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	50.57
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	52.37
	PUD	ACCT #201346665	SEWER LIFT STATION	55.23
	PUD	ACCT #200501617	TRANSPORTATION	68.93
	PUD	ACCT #224411843	PARK & RECREATION FAC	79.26
	PUD	ACCT #202294245	SEWER LIFT STATION	82.55
	PUD	ACCT #203996343	STREET LIGHTING	93.04
	PUD	ACCT #203291216	GENERAL	133.46

**CITY OF MARYSVILLE
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179669	PUD	ACCT #201909637	SEWER LIFT STATION	175.74
	PUD	ACCT #201617479	NON-DEPARTMENTAL	363.35
	PUD	ACCT #200021871	RECREATION SERVICES	756.84
179670	PUREAIR FILTRATION	MEDIA HEADWORKS AIR SCRUBBER	WASTE WATER TREATMENT	16,715.24
179671	QUADIENT FINANCE USA	USPS POSTAGE MACHINE ESTIMATE	PERSONNEL ADMINISTRATION	15.47
	QUADIENT FINANCE USA		PARK & RECREATION FAC	18.03
	QUADIENT FINANCE USA		LEGAL-GENL	38.18
	QUADIENT FINANCE USA		EXECUTIVE ADMIN	63.75
	QUADIENT FINANCE USA		UTILITY BILLING	183.16
	QUADIENT FINANCE USA		UTIL ADMIN	284.01
	QUADIENT FINANCE USA		COMMUNITY	312.06
	QUADIENT FINANCE USA		POLICE ADMINISTRATION	390.71
	QUADIENT FINANCE USA		FINANCE-GENL	559.09
	QUADIENT FINANCE USA		MUNICIPAL COURTS	2,135.54
179672	RWC INTERNATIONAL	H008 HEATER BOX/UNIT	EQUIPMENT RENTAL	1,540.09
	RWC INTERNATIONAL	H008 A/C FILTER	EQUIPMENT RENTAL	4,678.96
179673	SCORE	INMATE EMERGENCY HEALTH SERVICES	DETENTION & CORRECTION	936.37
	SCORE	INMATE HOUSING	DETENTION & CORRECTION	11,066.88
179674	SHAWNA FECI	UB REFUND: 13614 56TH AVE NE	WATER/SEWER OPERATION	163.67
179675	SIGLER, MICHELLE	UB REFUND: 5900 64TH ST NE #18	WATER/SEWER OPERATION	25.00
179676	SKAGIT SHOOTING RANG	RANGE RENTAL	POLICE TRAINING-FIREARMS	260.88
179677	SNO CO CHAPTER OF	INSTRUCTOR PAYMENT	RECREATION SERVICES	300.00
	SNO CO CHAPTER OF		RECREATION SERVICES	630.00
179678	SNO CO PUBLIC WORKS	SOLID WASTE SERVICE - JUNE 2025	ROADSIDE VEGETATION	27.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	237,575.00
179679	SNO CO PUBLIC WORKS	P224 & P222 PATROL BUILD UP	EQUIPMENT RENTAL	11,044.96
179680	STOP STICK, LTD	STOP STICKS	POLICE PATROL	9,780.36
179681	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
179682	TACOMA SCREW PRODUCT	SHOP SUPPLIES	EQUIPMENT RENTAL	283.66
179683	TIPPER, JAXON	MILEAGE REIMBURSEMENTS	EXECUTIVE ADMIN	30.59
179684	TRANSPO GROUP	TIA REVIEW SUPPORT DOCUMENTS	TRANSPORTATION	10,992.50
179685	TRILOGY MEDWASTE	DISPOSAL SERVICE	DETENTION & CORRECTION	92.90
179686	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	620.87
179687	UNIVAR SOLUTIONS USA	STILLY HYPO DELIVERY	WATER FILTRATION PLANT	1,082.07
	UNIVAR SOLUTIONS USA	ESTP HYPO DELIVERY	WATER QUAL TREATMENT	1,613.27
	UNIVAR SOLUTIONS USA		WATER QUAL TREATMENT	1,770.66
	UNIVAR SOLUTIONS USA	WWTP HYPO DELIVERY	WASTE WATER TREATMENT	5,579.40
	UNIVAR SOLUTIONS USA		WASTE WATER TREATMENT	6,323.32
	UNIVAR SOLUTIONS USA		WASTE WATER TREATMENT	6,371.67
179688	UNUM LIFE INSURANCE	LONG TERM INSURANCE	POLICE ADMINISTRATION	7,809.09
179689	US MOWER	H011 REBUILD BOOM MOWER	EQUIPMENT RENTAL	5,912.63
179690	VESTIS GROUP INC.	LINEN SERVICE - OPERA HOUSE	OPERA HOUSE	241.30
179691	VOLUNTEERS OF AMERIC	UB REFUND: 615 CEDAR AVE	WATER/SEWER OPERATION	440.38
179692	WILEN, TAMMY & BENJA	UB REFUND: 6400 72ND DR NE	WATER/SEWER OPERATION	86.00
179693	WILSON, JEFF	TRAVEL & HOUSING - WEEKS 7/27/25 & 8/6/25	COMMUNITY	1,355.90
179694	ZIPLY FIBER	LOCAL AND LD	CRIME PREVENTION	13.50
	ZIPLY FIBER		PROPERTY TASK FORCE	13.50
	ZIPLY FIBER		FACILITY MAINTENANCE	13.50
	ZIPLY FIBER		SOLID WASTE CUSTOMER	26.99
	ZIPLY FIBER		PARK & RECREATION FAC	40.49

DATE: 8/18/2025
TIME: 3:13:38PM

**CITY OF MARYSVILLE
INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179694	ZIPLY FIBER	LOCAL AND LD	CITY CLERK	40.49
	ZIPLY FIBER		LEGAL-GENL	40.49
	ZIPLY FIBER		GENERAL	40.49
	ZIPLY FIBER		GIS SERVICES IS	40.49
	ZIPLY FIBER		WATER QUAL TREATMENT	53.98
	ZIPLY FIBER		POLICE COMMUNITY	53.99
	ZIPLY FIBER		LEGAL - PROSECUTION	80.98
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	80.98
	ZIPLY FIBER		UTILITY BILLING	80.98
	ZIPLY FIBER		EQUIPMENT RENTAL	94.48
	ZIPLY FIBER		EXECUTIVE ADMIN	121.47
	ZIPLY FIBER		FINANCE-GENL	121.47
	ZIPLY FIBER		POLICE ADMINISTRATION	121.47
	ZIPLY FIBER		POLICE INVESTIGATION	121.47
	ZIPLY FIBER		RECREATION SERVICES	121.47
	ZIPLY FIBER		COMPUTER SERVICES	134.91
	ZIPLY FIBER		MUNICIPAL COURTS	148.46
	ZIPLY FIBER		WASTE WATER TREATMENT	148.46
	ZIPLY FIBER		UTIL ADMIN	148.46
	ZIPLY FIBER		OFFICE OPERATIONS	161.95
	ZIPLY FIBER		COMMUNITY	229.44
	ZIPLY FIBER		DETENTION & CORRECTION	242.93
	ZIPLY FIBER		ENGR-GENL	283.42
	ZIPLY FIBER		POLICE PATROL	661.31

WARRANT TOTAL:

1,358,965.28



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: August 25, 2025, Payroll in the Amount of \$1,948,758.71 Paid by EFT Transactions and Check Numbers 35840 through 35859

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: August 27, 2025, Claims in the Amount of \$1,132,161.14 Paid by Check Numbers 179695 through 179823

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[082725.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179695	ACH - REVENUE, DEPT OF	EXCISE TAX FOR JULY 2025	CITY CLERK	0.27
	ACH - REVENUE, DEPT OF		COMMUNITY	11.55
	ACH - REVENUE, DEPT OF		POLICE ADMINISTRATION	46.55
	ACH - REVENUE, DEPT OF		GOLF ADMINISTRATION	1,819.88
	ACH - REVENUE, DEPT OF		GENERAL FUND	2,392.37
	ACH - REVENUE, DEPT OF		STORM DRAINAGE	7,894.26
	ACH - REVENUE, DEPT OF		UTIL ADMIN	32,989.91
	ACH - REVENUE, DEPT OF		GOLF COURSE	34,843.01
	ACH - REVENUE, DEPT OF		SOLID WASTE OPERATIONS	42,863.47
	ACH - REVENUE, DEPT OF		UTIL ADMIN	64,699.10
179696	ACH - LICENSING, DEPT OF	DRIVING ABSTRACT - BERNABEL	PERSONNEL	15.00
179697	ACH - LICENSING, DEPT OF	DRIVING ABSTRACT - MCCracken	PERSONNEL	15.00
179698	ACH - LICENSING, DEPT OF	DRIVING ABSTRACT - PAOLELLO	PERSONNEL	15.00
179699	ACH - PREMIERA BLUE	CLAIMS PAID 8/1 TO 8/2/25	MEDICAL CLAIMS	20,932.55
	ACH - PREMIERA BLUE	CLAIMS PAID 8/3 TO 8/9/25	MEDICAL CLAIMS	79,924.46
179700	ACH - PREMIERA BLUE	CLAIMS PAID 8/10 TO 8/16/25	MEDICAL CLAIMS	155,736.09
179701	WIRE - FIRST AMERICAN TITLE	CLOSING FUNDS 4221-4275828	GMA - STREET	29,946.25
179702	ACH - BENEFIT	SEPT 2025 PREMIUMS	MEDICAL CLAIMS	176,508.45
179703	ACH - LICENSING, DEPT OF	DRIVING ABSTRACT - ASHE	PERSONNEL	15.00
179704	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	211.00
	A & A LANGUAGE SERV		COURTS	212.00
	A & A LANGUAGE SERV		COURTS	212.00
	A & A LANGUAGE SERV		COURTS	212.00
	A & A LANGUAGE SERV		COURTS	213.40
	A & A LANGUAGE SERV		COURTS	637.50
	A & A LANGUAGE SERV		COURTS	637.50
179705	A-N-D FOODS	UB REFUND	WATER/SEWER OPERATION	26.12
179706	AGUIRRE, RAUL	INTERPRETER SERVICE	COURTS	100.00
179707	AHLES, KRISTINA	REFUND - DELTA ROOM RENTAL	PARKS-RECREATION	350.00
179708	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	390.93
179709	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	89.32
179710	ANDERSON, KRISTEN	PROFESSIONAL SERVICE	PROBATION	740.00
	ANDERSON, KRISTEN		PROBATION	1,110.00
179711	ARAMSCO	THERMOPLASTICS	TRAFFIC CONTROL DEVICES	3,656.20
	ARAMSCO		TRAFFIC CONTROL DEVICES	4,250.69
	ARAMSCO	REFLECTIVE BEADS	TRAFFIC CONTROL DEVICES	7,128.71
179712	BHC CONSULTANTS	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	1,125.00
	BHC CONSULTANTS		SEWER CAPITAL PROJECTS	3,042.50
179713	BICKFORD FORD	REAR LAMP ASSEMBLY	EQUIPMENT RENTAL	112.75
179714	BILLING DOCUMENT SPE	BILL PRINTING	UTILITY BILLING	2,521.01
179715	BOTESCH, NASH & HALL	PROFESSIONAL SERVICE	UTILITY CONSTRUCTION	23,716.72
179716	CANON FINANCIAL	GIS PLOTTER SERVICE	GIS SERVICES IS	267.80
179717	CATHOLIC COMMUNITY	VOLUNTEER CHORE SERVICE	COMMUNITY	338.87
	CATHOLIC COMMUNITY		COMMUNITY	528.53
179718	CENTRAL WELDING SUPP	CREDIT FOR INV	STORM DRAINAGE	-742.17
	CENTRAL WELDING SUPP		SEWER LIFT STATION	-742.17
	CENTRAL WELDING SUPP	WT FALL ARREST SYSTEM	STORM DRAINAGE	96.49
	CENTRAL WELDING SUPP		SEWER LIFT STATION	96.49
	CENTRAL WELDING SUPP		STORM DRAINAGE	96.49
	CENTRAL WELDING SUPP		SEWER LIFT STATION	96.49

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 8/27/2025 TO 8/27/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179718	CENTRAL WELDING SUPP	WT FALL ARREST SYSTEM	SEWER LIFT STATION	586.87
	CENTRAL WELDING SUPP		STORM DRAINAGE	586.88
	CENTRAL WELDING SUPP		SEWER LIFT STATION	1,090.00
	CENTRAL WELDING SUPP		STORM DRAINAGE	1,090.01
179719	CERTERRA NORTHWEST	PROFESSIONAL SERVICE	GENL GVRNMNT SERVICES	2,584.40
	CERTERRA NORTHWEST		GENL GVRNMNT SERVICES	7,472.60
179720	CHARM-TEX, INC.	JAIL SUPPLIES	GENERAL FUND	-10.61
	CHARM-TEX, INC.		DETENTION & CORRECTION	123.51
179721	CLINAGE, MORGAN	INSTRUCTOR PAYMENT	RECREATION SERVICES	235.20
179722	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	727.25
179723	COMMERCIAL FIRE	SPRINKLER REPAIR	POLICE PATROL	487.31
179724	COREY, JILLANE	REFUND - LEGO CLASS	PARKS-RECREATION	194.00
179725	CORONA, KATE	REFUND - LEGO CLASS	PARKS-RECREATION	194.00
179726	COSTELLO, HEATHER	REFUND - LEGO CLASS	PARKS-RECREATION	194.00
179727	COUNTRY SUPPLIER	RAIN PANTS	FACILITY MAINTENANCE	113.77
179728	CPF ALPINE RECOVERY	ASSESSMENTS	EMBEDDED SOCIAL	700.00
179729	DAILY JOURNAL OF COM	ADVERTISING	SURFACE WATER CAPITAL	386.90
179730	DICKS TOWING	TOWING 09080083	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-44534	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-44726	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-44944	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-45037	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-45157	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-43820	POLICE PATROL	241.64
179731	DILGARD, CLAUDIA M	UB REFUND	WATER/SEWER OPERATION	23.86
179732	E&E LUMBER	SCREWS	PARK & RECREATION FAC	8.03
	E&E LUMBER	DRAIN CLEANER, HOSE END	POLICE PATROL	9.20
	E&E LUMBER		DETENTION & CORRECTION	9.21
	E&E LUMBER	STEEL HOSE HANGER	PARK & RECREATION FAC	9.64
	E&E LUMBER	PLUG	GOLF ADMINISTRATION	17.13
	E&E LUMBER	WHITE BRACKET	PARK & RECREATION FAC	149.99
	E&E LUMBER	PAINT TRAY, STAIN, ECOLOGY FEE	GOLF ADMINISTRATION	324.81
	E&E LUMBER	TREATED LUMBER	PARK & RECREATION FAC	1,127.04
179733	ELDER, LINDSEY	REFUND - WEDDING DEPOSIT	GENERAL FUND	500.00
179734	ELLIS, BRANDY	REIMBURSEMENT - MILEAGE	GMA - STREET	9.80
179735	EMC ELECTRIC INC.	REFUND - WRONG PERMIT TYPE	COMMUNITY DEVELOPMENT	115.00
179736	EVERETT AQUASOX	ADVERTISING	POLICE ADMINISTRATION	6,000.00
179737	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	1,818.00
179738	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-10.80
	EVIDENT, INC.		POLICE PATROL	125.77
179739	FASTENAL COMPANY	BEARING - H020	EQUIPMENT RENTAL	23.67
179740	FAULKNER, TAMARA LOU	UB REFUND	WATER/SEWER OPERATION	5.55
	FAULKNER, TAMARA LOU		GARBAGE	21.84
	FAULKNER, TAMARA LOU		WATER/SEWER OPERATION	27.33
	FAULKNER, TAMARA LOU		GARBAGE	29.03
	FAULKNER, TAMARA LOU		GARBAGE	32.77
	FAULKNER, TAMARA LOU		WATER/SEWER OPERATION	101.90
179741	FCS, A BOWMAN COMPANY	IMPACT FEE STUDY	NON-DEPARTMENTAL	1,100.00
179742	FIRESTONE	TIRES	EQUIPMENT RENTAL	473.06
179743	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	440.00
179744	FRIES, BRIANA	REIMBURSEMENT CLAIM	RISK MANAGEMENT	2,213.08
179745	FROST, DARRYN	REFUND - PICKLEBALL	PARKS-RECREATION	75.00

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179746	GALLS, LLC	UNIFORM - BAUER	POLICE PATROL	15.75
	GALLS, LLC		POLICE PATROL	365.12
	GALLS, LLC	VEST	POLICE PATROL	1,922.62
179747	GOVCONNECTION INC	WATCHGUARD FIREWALL/ADAPTER	IS REPLACEMENT	190.05
	GOVCONNECTION INC		IS REPLACEMENT	955.25
179748	GRAINGER	CREDIT FOR INV 9581435394	UTIL ADMIN	-42.52
	GRAINGER	FOOT LEVER SPRING	UTIL ADMIN	6.89
	GRAINGER	SPRAY HEAD REPAIR KIT	UTIL ADMIN	24.57
	GRAINGER	SPRAY HEAD GROMMET	UTIL ADMIN	40.34
	GRAINGER		UTIL ADMIN	42.52
	GRAINGER	OIL/AEROSOL	FACILITY MAINTENANCE	99.44
	GRAINGER	TELESCOPING POLE SAW CHAIN	ROADSIDE VEGETATION	209.69
179749	GRANITE CONST	ASPHALT	WATER DIST MAINS	576.05
179750	GRAY, BRIAN	REFUND - PICKLEBALL	PARKS-RECREATION	75.00
179751	HARRY'S TOWING LLC	TOWING	POLICE PATROL	108.09
179752	HATHAWAY, JOHN	UB REFUND	WATER/SEWER OPERATION	209.21
179753	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	146,701.73
179754	HOUSING HOPE	BEACHWOOD SUPPORTIVE SERVICE	COMMUNITY	2,777.50
	HOUSING HOPE	BEACHWOOD SUPPORTIVE SERVICE	COMMUNITY	3,030.65
179755	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	187.50
	HYLARIDES, LETTIE		COURTS	187.50
	HYLARIDES, LETTIE		COURTS	187.50
	HYLARIDES, LETTIE		COURTS	187.50
179756	JEFF'S CARPET CLEAN	CARPET CLEANING	PARK & RECREATION FAC	790.00
179757	JOHNSON, TRISTIN	REFUND - ACCOUNT BALANCE	PARKS-RECREATION	15.00
179758	JULZ ANIMAL HOUZ	K9 FOOD	K9 PROGRAM	47.27
179759	KAISER PERMANENTE	CDL MED EXAM	SOLID WASTE OPERATIONS	138.00
179760	KBHPNW LLC	UB REFUND	WATER/SEWER OPERATION	136.20
179761	KBHPNW LLC		WATER/SEWER OPERATION	94.20
179762	KBHPNW LLC		WATER/SEWER OPERATION	66.20
179763	KEYSTONE LAND LLC	UB REFUND	WATER/SEWER OPERATION	126.00
179764	KJR ROOFING LLC	ROOF REPAIR	MAINT OF GENL PLANT	1,641.00
	KJR ROOFING LLC	ROOF REPAIR/CLEANING	GOLF ADMINISTRATION	2,188.00
179765	KUSSY, KAREN	SCANNED STAMP	FINANCE-GENL	9.84
179766	LABCONCO CORPORATION	EVIDENCE SUPPLIES	POLICE PATROL	374.87
179767	LERIGET, TRISHA	REFUND - PICKLEBALL DOUBLES	RECREATION SERVICES	80.00
179768	MARTIN W HODGES	CLAIM FOR DAMAGES	NON-DEPARTMENTAL	1,925.00
179769	MARYSVILLE, CITY OF	6621 GOVES ST IRRIGATION	PARK & RECREATION FAC	691.17
179770	MCMAHON, COLIN	PROFESSIONAL SERVICE	PROBATION	370.00
179771	MORANO, MICHELLE	REFUND - LEGO CLASS	PARKS-RECREATION	388.00
179772	NATIONAL BARRICADE	RIVETS FOR SIGNS	TRANSPORTATION	103.65
	NATIONAL BARRICADE	SIGNS	TRANSPORTATION	245.47
	NATIONAL BARRICADE	SIGNS/POSTS	TRANSPORTATION	2,668.59
179773	NCSI	BACKGROUND SCREENING	PERSONNEL	92.50
	NCSI		PERSONNEL	111.00
	NCSI		PERSONNEL	222.00
	NCSI		PERSONNEL	388.50
179774	NICOLAS DELGADO GARC	UB REFUND	WATER/SEWER OPERATION	347.66
179775	NORBERG, JOHN	REFUND - LEGO CLASS	PARKS-RECREATION	194.00
179776	NORTH CENTRAL	LAB BOD TESTING	WASTE WATER TREATMENT	272.62
179777	OCCUPATIONAL HEALTH	AUDIOGRAM	PERSONNEL	89.00
	OCCUPATIONAL HEALTH	CDL EXAM	EQUIPMENT RENTAL	136.00

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179777	OCCUPATIONAL HEALTH	CDL EXAM	EQUIPMENT RENTAL	136.00
	OCCUPATIONAL HEALTH	CDL EXAM	SOLID WASTE OPERATIONS	136.00
	OCCUPATIONAL HEALTH		UTIL ADMIN	136.00
	OCCUPATIONAL HEALTH	CDL EXAM	PERSONNEL	171.00
	OCCUPATIONAL HEALTH	CDL EXAM	PERSONNEL	171.00
179778	OCCUPATIONAL HEALTH	PRE-EMPLOYMENT	POLICE ADMINISTRATION	1,402.00
179779	PACIFIC POWER BATTER	BATTERY	SOURCE OF SUPPLY	46.82
179780	PEACE OF MIND	PROFESSIONAL SERVICE	COMMUNITY	136.80
	PEACE OF MIND		COMMUNITY	197.60
179781	PEARSON, ROBERT	UB REFUND	WATER/SEWER OPERATION	256.94
179782	PHAM, JOSEPH	INTERPRETER SERVICE	COURTS	100.00
	PHAM, JOSEPH		COURTS	100.00
	PHAM, JOSEPH		COURTS	176.60
	PHAM, JOSEPH		COURTS	176.60
179783	PLATT ELECTRIC	COUPLET COVER	WASTE WATER TREATMENT	44.07
	PLATT ELECTRIC	LIGHTS	WASTE WATER TREATMENT	56.41
	PLATT ELECTRIC	COVER	WASTE WATER TREATMENT	72.01
	PLATT ELECTRIC	OUTLET COVER	WASTE WATER TREATMENT	125.54
	PLATT ELECTRIC	LIGHTS	POLICE PATROL	135.90
	PLATT ELECTRIC		POLICE PATROL	415.97
179784	PROCOM LLC	PRE-EMPLOYMENT DRUG TEST	UTIL ADMIN	72.00
179785	PROMOTIONSNOW	PROMOTION GIVE AWAYS	YOUTH SERVICES	1,331.95
179786	PROTOCOL PLUMBING	BATHROOM LEAK REPAIR	GOLF ADMINISTRATION	560.07
	PROTOCOL PLUMBING	DRAIN PLUG REPAIR	GOLF ADMINISTRATION	951.73
179787	PUD	ACCT #223806431	SEWER LIFT STATION	10.35
	PUD	ACCT #205136245	SEWER LIFT STATION	25.01
	PUD	ACCT #202012589	PARK & RECREATION FAC	54.83
	PUD	ACCT #221192545	SOURCE OF SUPPLY	55.45
	PUD	ACCT #202461034	UTIL ADMIN	55.63
	PUD	ACCT #202461026	MAINT OF GENL PLANT	57.79
	PUD	ACCT #222871949	PARK & RECREATION FAC	58.93
	PUD	ACCT #205195373	PARK & RECREATION FAC	60.17
	PUD	ACCT #201672136	SEWER LIFT STATION	61.07
	PUD	ACCT #202476438	SEWER LIFT STATION	61.59
	PUD	ACCT #202011813	PUMPING PLANT	62.95
	PUD	ACCT #223919549	STREET LIGHTING	64.95
	PUD	ACCT #202368551	PARK & RECREATION FAC	65.06
	PUD	ACCT #200973956	SEWER LIFT STATION	66.75
	PUD	ACCT #220681340	STORM DRAINAGE	67.63
	PUD	ACCT #202178158	SEWER LIFT STATION	69.32
	PUD	ACCT #220761803	OPERA HOUSE	72.05
	PUD	ACCT #201668043	PARK & RECREATION FAC	72.31
	PUD	ACCT #202794657	TRANSPORTATION	75.65
	PUD	ACCT #203005160	STREET LIGHTING	77.67
	PUD	ACCT #202557450	STREET LIGHTING	79.16
	PUD	ACCT #203199732	TRANSPORTATION	80.17
	PUD	ACCT #223945742	TRAFFIC CONTROL DEVICES	80.48
	PUD	ACCT #200571842	TRANSPORTATION	81.40
	PUD	ACCT #202694337	TRANSPORTATION	82.94
	PUD	ACCT #202288585	TRANSPORTATION	84.43
	PUD	ACCT #202368544	TRANSPORTATION	84.65
	PUD	ACCT #203500020	STREET LIGHTING	85.89

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179787	PUD	ACCT #200827277	TRANSPORTATION	86.75
	PUD	ACCT #223514563	TRANSPORTATION	87.59
	PUD	ACCT #203430897	STREET LIGHTING	88.47
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	89.70
	PUD	ACCT #200448801	TRANSPORTATION	90.11
	PUD	ACCT #220792733	STREET LIGHTING	92.57
	PUD	ACCT # 222772634	TRANSPORTATION	93.12
	PUD	ACCT #200625382	SEWER LIFT STATION	93.47
	PUD	ACCT #202143111	TRANSPORTATION	93.79
	PUD	ACCT #223154923	STREET LIGHTING	95.29
	PUD	DEERING WILDFLOWER PARK	PARK & RECREATION FAC	98.08
	PUD	ACCT #200084036	TRANSPORTATION	99.49
	PUD	ACCT #223735101	STREET LIGHTING	101.76
	PUD	ACCT #222664310	TRANSPORTATION	101.85
	PUD	ACCT #202303301	SEWER LIFT STATION	103.73
	PUD	ACCT #203231006	TRANSPORTATION	104.11
	PUD	ACCT #201628880	WASTE WATER TREATMENT	105.66
	PUD	ACCT #222664740	TRANSPORTATION	113.17
	PUD	ACCT #202524690	PUMPING PLANT	116.34
	PUD	ACCT #202000329	PARK & RECREATION FAC	118.99
	PUD	ACCT #223764663	SEWER LIFT STATION	124.80
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	134.25
	PUD	ACCT #222663973	TRANSPORTATION	137.46
	PUD	ACCT #201021698	PARK & RECREATION FAC	137.68
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	138.19
	PUD	ACCT #221115934	MAINT OF GENL PLANT	142.11
	PUD	ACCT #203223458	PARK & RECREATION FAC	143.19
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	143.39
	PUD	ACCT #200070449	TRANSPORTATION	145.30
	PUD	ACCT #205419765	NON-DEPARTMENTAL	145.39
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	172.23
	PUD	ACCT #201065281	PARK & RECREATION FAC	196.29
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	211.26
	PUD	ACCT #202499489	PARK & RECREATION FAC	214.80
	PUD	ACCT #201247699	STREET LIGHTING	224.40
	PUD	ACCT #201021607	PARK & RECREATION FAC	230.50
	PUD	ACCT #223521238	STORM DRAINAGE	311.88
	PUD	ACCT #222025900	PUMPING PLANT	328.22
	PUD	ACCT #220761175	OPERA HOUSE	355.15
	PUD	ACCT #220824148	WASTE WATER TREATMENT	450.49
	PUD	ACCT #201675634	WASTE WATER TREATMENT	461.82
	PUD	ACCT #202689287	WASTE WATER TREATMENT	688.56
	PUD	ACCT #202177333	MAINT OF GENL PLANT	729.39
	PUD	ACCT #200586485	SEWER LIFT STATION	732.13
	PUD	ACCT #201587284	WASTE WATER TREATMENT	795.58
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,243.27
	PUD	ACCT #223505728	NON-DEPARTMENTAL	2,270.32
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	2,718.00
	PUD	ACCT #223003021	NON-DEPARTMENTAL	9,313.68
	PUD	ACCT #201420635	WASTE WATER TREATMENT	12,937.66
	PUD	ACCT #202075008	WASTE WATER TREATMENT	16,607.29
	PUD	ACCT #201721180	WASTE WATER TREATMENT	30,526.10

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179788	QUINN PHILLIPS/NOSEA	UB REFUND	WATER/SEWER OPERATION	159.45
179789	RATH, DANIEL & KATHY	UB REFUND	WATER/SEWER OPERATION	163.74
179790	REECE TRUCKING	DUMP CLEAN ASPHALT	ROADWAY MAINTENANCE	62.04
179791	RONGERUDE, JOHN	PROFESSIONAL SERVICE	PROBATION	148.00
179792	RUBINSTEIN LAW OFFICE	CLAIM FOR DAMAGES	NON-DEPARTMENTAL	17,500.00
179793	RUBINSTEIN LAW OFFICE	CLAIM FOR DAMAGES	NON-DEPARTMENTAL	276.94
179794	RUBINSTEIN LAW OFFICE	CLAIM FOR DAMAGES	NON-DEPARTMENTAL	17,500.00
179795	RUBINSTEIN LAW OFFICE	CLAIM FOR DAMAGES	NON-DEPARTMENTAL	17,500.00
179796	RUTKOWSKI, SIERRA	REIMBURSEMENT - MILEAGE	PERSONNEL	196.49
179797	RYAN HENNESSY WASTE	LAB MICRO ANALYSIS	WASTE WATER TREATMENT	365.00
179798	SAVAGE, RONALD & TER	UB REFUND	WATER/SEWER OPERATION	102.94
179799	SHAPIRO, CAROL	UB REFUND	WATER/SEWER OPERATION	167.99
179800	SHERWIN WILLIAMS	PAINT STRIPPING TIPS	TRAFFIC CONTROL DEVICES	455.02
179801	SIX ROBBLEES INC	OIL CAP, O-RING, RUBBER PLUG	EQUIPMENT RENTAL	78.50
179802	SNO CO AUDITOR	ACCT 1532 - RECORDING ROMMEL	GMA - STREET	307.50
	SNO CO AUDITOR	ACCT 1532 - RECORDING JP & SP	GMA - STREET	307.50
	SNO CO AUDITOR	ACCT 1532 - RECORDING RESG	GMA - STREET	307.50
179803	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	52,575.82
179804	SOUND PUBLISHING	ADVERTISING	COMMUNITY	58.48
	SOUND PUBLISHING	ADVERTISING - APPEAL	COMMUNITY	75.80
179805	SPRAGUE PEST SOLUTION	PEST CONTROL	POLICE PATROL	120.34
	SPRAGUE PEST SOLUTION		POLICE PATROL	150.43
179806	SPRINGBROOK NURSERY	GRAVEL	PARK & RECREATION FAC	35.33
	SPRINGBROOK NURSERY	DEBRIS DUMP	PARK & RECREATION FAC	64.00
179807	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL	1,632.00
179808	SUNBELT RENTALS	EQUIPMENT RENTAL	PARK & RECREATION FAC	286.08
179809	SUPERIOR RESTROOMS	PORTABLE RESTROOM CLEANING	ROADSIDE VEGETATION	142.22
	SUPERIOR RESTROOMS		ROADSIDE VEGETATION	142.22
	SUPERIOR RESTROOMS	PORTABLE RESTROOM RENTAL	GMA-PARKS	455.00
	SUPERIOR RESTROOMS		PARK & RECREATION FAC	910.00
179810	TAYLOR, KIMBERLY	REFUND - KINDERMUSIK	PARKS-RECREATION	185.00
179811	THRUSH, MIKE	UB REFUND: 6112 99TH PL NE	WATER/SEWER OPERATION	184.99
179812	ULINE	JAIL SUPPLIES	DETENTION & CORRECTION	1,793.14
179813	USA BLUEBOOK	CREDIT TO ACCOUNT	WASTE WATER TREATMENT	-42.87
	USA BLUEBOOK	LAB SUPPLIES	WASTE WATER TREATMENT	203.62
179814	VAN DAM'S ABBEY	CARPET REPLACEMENT	COMMUNITY	1,995.38
179815	VESTIS GROUP INC.	UNIFORM CLEANING	EQUIPMENT RENTAL	64.87
	VESTIS GROUP INC.		EQUIPMENT RENTAL	64.87
	VESTIS GROUP INC.		EQUIPMENT RENTAL	64.87
	VESTIS GROUP INC.	UNIFORM CLEANING/SHOP RENTALS	EQUIPMENT RENTAL	80.95
	VESTIS GROUP INC.	UNIFORM CLEANING	EQUIPMENT RENTAL	120.47
	VESTIS GROUP INC.		EQUIPMENT RENTAL	120.47
	VESTIS GROUP INC.		EQUIPMENT RENTAL	120.47
	VESTIS GROUP INC.	UNIFORM CLEANING/SHOP RENTALS	EQUIPMENT RENTAL	150.34
179816	VESTIS GROUP INC.	CUSTODIAL CLEANING/MCC RENTALS	CUSTODIAL SERVICES	38.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	38.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	38.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	38.88
	VESTIS GROUP INC.		CUSTODIAL SERVICES	155.50
	VESTIS GROUP INC.		CUSTODIAL SERVICES	155.50
	VESTIS GROUP INC.		CUSTODIAL SERVICES	155.50
	VESTIS GROUP INC.		CUSTODIAL SERVICES	155.50

CITY OF MARYSVILLE
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179817	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	241.30
179818	WA AUDIOLOGY SRVCS	AUDIOGRAM DATA ENTRY/REVIEW	PERSONNEL	72.00
179819	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	38.30
179820	WELSHANS, TY	PERDIEM PATROL TACTICS TRAINING	POLICE PATROL	1,010.50
179821	WESTERN MECHANICAL & WESTERN MECHANICAL & WESTERN MECHANICAL &	HVAC REPAIR Q2 HVAC MAINTENANCE	PARK & RECREATION FAC MUNICIPAL COURTS FACILITY MAINTENANCE	993.16 1,879.15 8,613.29
179822	WIGGINS, JAKE	NW REGIONAL ICAC	POLICE INVESTIGATION	252.00
179823	ZIONS BANK	CUSTODIAN/SAFEKEEPING	FINANCE-GENL	445.00
	ZIONS BANK		UTIL ADMIN	445.00

WARRANT TOTAL: 1,132,161.14

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$1,132,161.14



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: September 02, 2025, Misc Payroll in the Amount of \$0 Paid by Check Number 35860 with Check Number 35340 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Kathryn Bird, Community Development

ITEM TYPE: Public Hearing

AGENDA SECTION: **Public Hearings**

SUBJECT: CDBG - Program Year 2024 Consolidated Annual Performance and Evaluation Report (CAPER)

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to approve the Community Development Block Grant Program Year 2024 Consolidated Annual Performance and Evaluation Report and direct Staff to provide a summary of, and response to any comments received during the public hearing into the Report, and forward to the U.S. Department of Housing and Urban Development.

SUMMARY:

CDBG CAPER report the evaluates the target goals of grant subrecipients and reports on progress made toward those goals. Goals are measured as individuals or households served.

The **Consolidated Annual Performance and Evaluation Report** provide a yearly accounting of physical accomplishments (in terms of individuals or households served) and CDBG funds allocated towards the implementation of the goals and objectives outlined in the Five-Year Strategic Plan included in the Consolidated Plan for Community Development (Con Plan). The Con Plan identifies community needs and proposed solutions in these categories:

- Housing
- Special Needs
- Economic Development
- Non-Housing Community Development

In Program Year 2024, the City's CDBG program helped fund:

- Comeford Park Sidewalk and Lighting upgrades
- Homage Senior Services – Minor Home Repair for seniors/ disabled
- Boys and Girls Club – interior renovations
- Catholic Community Services – Chore Services program assists elderly with daily household tasks to help them maintain independence
- Homage Senior Services - Meals on Wheels program provides meal delivery for seniors and disabled
- Housing Hope – Beachwood Supportive Services program provides assistance with childcare, maintaining housing, employment, etc. for those at-risk of homelessness
- Marysville Food Bank – Food for Thought Backpack program assists school children on weekends and summers when school meals are not available
- Marysville Food Bank – re-roof and solar array

During the Consolidated Annual Performance and Evaluation Report (CAPER) planning process, the draft CAPER is available online for review and comment from the public. After the public comment period, the CAPER is presented to the City Council for approval and adoption at a public meeting.

ATTACHMENTS:

[Draft PY2024 CAPER for Public Comment_posted version.pdf](#)



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PROGRAM YEAR 2024 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Release Date:	August 22, 2025
Comments Due:	September 8, 2025
Public Hearing:	September 8, 2025
Council Approval:	TBD

Community Development Department ♦ 501 Delta Avenue
<http://marysvillewa.gov> ♦ 360.363.8000

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Of the four (4) Capital Facilities projects funded, two met or exceeded their goals. The Marysville Food Bank's re-roof project was completed early in PY2024, and the Boys and Girl's Club renovations were also completed in a timely manner. Homage Senior Services' *Minor Home Repair* program approached its stated goals at 83%. The Comeford Park sidewalk and lighting project has an estimated start date of September 8, 2025; this project was delayed due to the reporting requirements of the Environmental Review and construction timing. The five (5) Public Services projects were completed in a timely manner, or are still in process, and met goals.

To date, \$284,935.23 in CDBG funds have been expended by the City of Marysville CDBG Program for Program Year 2024 (PY2024). The activities and operations of these organizations have been vital to the City fulfilling its goals and objectives in assistance to Homeless Needs and Community Development Needs.

In the Non-Homeless Special needs category, the subrecipients nearly met or exceeded the expected outcomes. Feedback from the community on the services provided has been very positive. These services allow low-income seniors and disabled adults to remain in their homes and retain their independence, provide in-home meals to those with food insecurity, and provides meals both during and after school to low income and homeless children throughout the schools which serve the City. The subrecipients track the number of individuals served to determine the accomplishments of the programs as well as surveying those served to determine the level of satisfaction and success of the programs. These programs often result in identifying and assisting clients in securing additional services.

Housing Hope, which provides housing and supportive services for homeless and at risk of homelessness families, met its goals for the eleventh consecutive year. This subrecipient aids in preventing homelessness by providing low-income housing along with supportive services to ensure residents can obtain steady employment and stable finances, allowing them to obtain more permanent housing. As the cost of housing continues to rise, and families face high costs of living in almost every facet of their lives, this program and its services have become even more important in the community. Families and individuals are tracked by the subrecipient to determine whether outcomes and goals of the program are being met.

Overall, the goals and objectives outlined in the 2020-2024 Consolidated as well as the Program Year 2024 Annual Action Plan are being met or exceeded, but contending with an ever increasing need.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Community Development	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5000	7000	140.00%	2500	7500	300.00%
Homelessness	Homeless	CDBG: \$	Homelessness Prevention	Persons Assisted	70	73	104.28%	70	73	104.28%
Housing	Affordable Housing Public Housing Non-Homeless Special Needs	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	70	58	82.86%	70	58	82.86%
Non-homeless Special Needs	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	565	1053	186.37%	675	1053	156.00%
Non-homeless Special Needs	Non-Homeless Special Needs	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
Planning and Administration	Planning and Administration	CDBG: \$	Other	Other	1	1	100.00%	1	1	100.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

In pursuing the strategies and objectives outlined in the Consolidated Plan, the City anticipates increasing the affordability and condition of decent rental and owned housing units for Marysville's

low- and moderate-income residents, as well as the availability and accessibility of decent housing for people who are homeless or have special needs. The availability, accessibility, and sustainability of a suitable living environment for low- and moderate-income residents should increase due to infrastructure and public facilities improvements and support for public services, and support for employment-related public services. Collectively, these strategies should enhance the availability and accessibility of economic opportunities for those in need.

The City of Marysville allotted over \$112,000 of its annual CDBG allocation for the rehabilitation of approximately 58 residential units. This activity supports the Affordable Housing strategy identified in the PY2024 Annual Action Plan (AAP).

In support of the Homeless Needs strategy identified in the 2024 AAP, about \$11,100 was awarded to assist homeless and at risk of homelessness individuals and families with affordable housing and supportive services, which enable them to obtain and maintain stable housing and employment. In all, 73 individuals were assisted by these funds, meeting the programs goal of 70 individuals.

Capital projects, which will provide residents of low-income areas with improved access to upgraded facilities, received funding in PY2024, supporting the non-housing Community Development Need identified in the 2024 AAP. One capital project is still underway, due to delays related to the environmental review (ER) process. Expected start date for the Comeford Park project is September 8, 2025.

\$47,300 of the PY2024 allocation was awarded in support of the Non-Homeless Special Needs strategy to agencies that serve low-income seniors and persons with disabilities as well as youth. Funds in this category awarded to Catholic Community Services provided low-income senior and disabled household assistance with household chores, which allowed them to retain their current housing and reduce the feeling of isolation. The Meals on Wheels program assists in providing in-home meals. The Food for Thought Backpack program provided by the local food bank provides meals to low income/homeless students filling an ever-growing need in the Marysville community. The program again met its expected goals. The City has seen the demand for these types of services increase as the cost of living and necessities continues to increase.

Lastly, \$56,500 was allocated for Planning and Administration of the program. City staff administers this grant with the support of these funds.

As housing prices continue to rise area wide, and we see homelessness becoming a worsening problem, we have seen supportive agencies adapt their services to provide additional outreach and support to assist the residents most in need. There has been renewed effort to connect those in need with services and assistance.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	883
Black or African American	20
Asian	63
American Indian or American Native	76
Native Hawaiian or Other Pacific Islander	6
Total	1,048
Hispanic	323
Not Hispanic	725

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City works to provide funding to agencies that serve racially and ethnically diverse individuals and families. The City encourages subrecipients to reach out to groups that may be isolated in ways such as translating informational materials to the languages other than English that are most commonly spoken in the area. Families served were all low-income or at risk of homelessness and/or of racially and ethnically diverse populations.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$389,418	

Table 3 - Resources Made Available

Narrative

As of the date of this report, some requisitions are still in process, and the Comeford Park project has not requested any drawdowns, since construction has not yet commenced. Comeford Park project's \$87,914 award will be applied to PY2025, as this project received funding for both program years. The remaining balance from all other programs is expected to be under \$1,000 and will be re-allocated in the 2026 Annual Action Plan.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Marysville	48		
Downtown Marysville	42		

Table 4 – Identify the geographic distribution and location of investments

Narrative

Numbers above depend on final expenditures – TBD on final version.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	70	58
Number of households supported through Acquisition of Existing Units	0	0
Total	70	58

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

An increase in costs of goods contributed to a lower overall number of rehab of existing units. Inflation and rising costs of labor also continue to be a challenge to subrecipients in serving more residents.

Discuss how these outcomes will impact future annual action plans.

Based on prior performance and outcomes, the City will likely continue to work with these agencies as the goals and outcomes are being met, nearly met, or exceeded, and the need in the community continues to grow. The City anticipates the need for sustainable and affordable housing to continue to increase as housing prices continue to increase across the region, and the housing stock continues to fall short of the demand. The goals established by both the City and the subrecipients seem attainable based on the funding available, and the City will likely continue with similar goals assuming similar funding levels.

The limited amount of funds the City receives may limit the number of agencies that apply for City CDBG funds, so we generally see applications from the same agencies. These agencies serve a great need within the City, and their ability to not only meet but also exceed their goals lends itself to continued likely funding in the future. The City will work on outreach to connect with other agencies that may provide needed services in the City. The City will also continue to work with subrecipients on outreach to the public to increase awareness of the services and programs available.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 7 – Number of Households Served

Narrative Information

The Public Service activities funded by CDBG funds have a requirement that recipients of services qualify as extremely low, low, or moderate-income. Capital projects completed are within low-moderate income census tracts and/or are presumed to serve low-mod clientele.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Marysville Police Department (MPD) visits homeless camps, reaching out to the homeless population regularly with the Embedded Social Worker program to assess needs and offer services/resources. The program has grown, hiring a Case Manager and an additional mental health social worker. The team focuses on a three-prong approach; mental health, homelessness, and addiction. They also assist with MPD patrol units to connect residents with mental health services.

Social workers/officers go into the field to identify, locate, and connect with homeless and vulnerable populations. The Social workers help individuals locate/navigate social and health services in an effort to foster long-term relationships and break the cycle of homelessness, mental health, and/or chemical dependency. Over 170 individuals have been placed in assessments for treatment, many have gotten into treatment and have graduated. The team provides ORCA cards to individuals that are compliant with their treatment programs so that they can travel to and from appointments, jobs, etc.

The City works with Snohomish County, which has worked to refine its outreach aimed at engagement of persons living in encampments or other places not meant for human habitation, particularly those who are chronically homeless, with its partner agencies: the Compass Health PATH Program, Volunteers of America and Catholic Community Services. These agencies conduct coordinated entry intake and assessment for this population to ensure access to homeless housing and services. All persons reported as living in encampments or places not meant for habitation are assessed with common tools and entered into the coordinated entry HMIS. System enhancements include the addition of behavioral health navigators to increase outreach. Engagement of homeless persons with current, problematic mental health and/or substance abuse barriers. 2-1-1 provides assistance and flexible funding to help first responders meet the needs of homeless persons in crisis situations. These additions result in increased expertise and system capacity to engage homeless persons as well as the availability of more services that are tailored to the unique needs of individual households.

The City distributes information to a large e-mail distribution list that includes agency staff serving homeless and other vulnerable populations. This provides a useful vehicle for agency staff and outreach workers to stay informed of community resources or other opportunities that might assist in their work connecting homeless persons with housing/services. Standardized assessment of

needs occurs through the outreach/engagement team referenced above as well as homeless housing navigators specializing in different areas. Youth outreach workers engage and assess homeless youth throughout Snohomish County. Cocoon House opened a youth center in 2019 that provides resources for people ages 12-24 and their families. The facility provides direct access to mental health and substance abuse services, educational opportunities and vocational resources.

The Veterans Homeless Committee and navigators provide assessment and outreach to homeless veterans. DVS of Snohomish County provides coordinated entry assessment and navigation to families experiencing domestic violence. Assessment allows referral and connection to tailored services based upon need and leads to individualized action plans that include housing stability, services tailored and specific to the identified needs, and more specialized assessments as needed.

The number of individuals and families at risk of homelessness or experiencing homelessness has risen as a result of exceptionally high housing costs. Agencies county and statewide are trying to adapt to the difficulties associated with the extremely high cost of housing and recent statewide zoning changes that will impact future development.

Addressing the emergency shelter and transitional housing needs of homeless persons

Housing Hope received CDBG funds in PY2024 to provide not only low-income housing to homeless and at risk of homelessness persons and families, but supportive services that include adult education, life skills training, such as money management, cooking, parenting and decision making, and case management that aid in transitioning to stable, permanent housing. These services resulted in 73 individuals maintaining current housing or moving on to permanent stable housing, increasing their ability to obtain and maintain employment, and completing steps towards securing disability related income where appropriate.

The City works with local agencies to operate Micro Extended Shelter Houses (MESH) throughout the City. These houses provide graduates of recovery programs, including graduates of the Embedded Social Worker Program, a safe place to go and offer vocational and life-skills training to assist formerly homeless persons transition back in to the community. Some houses are for women only, men only, and one house is for families. The City added a sixth MESH house to the community recently and is working with partners to add more. These houses provide residents with a sense of community, connection, and support.

There is not an emergency shelter located in Marysville City limits. The City coordinates with the County, which has developed a centralized coordinated entry system for access to housing and services that has streamlined referrals to housing programs and ensures that those who are most vulnerable and have the highest service needs are prioritized and matched with appropriate interventions.

The inventory of emergency shelter includes facilities for families, single men, and single women as well as emergency motel vouchers, cold weather shelters and emergency shelter and services for households experiencing domestic violence. To ensure equitable and efficient access to housing and services, shelter residents are entered into coordinated entry.

The County and Continuum of Care (CoC) continues to work with shelter providers to strategize how to decrease shelter stays and increase exits to permanent housing as well as assessing and meeting the various service needs of shelter residents. One key strategy has been to expand housing assistance in shelters. A second key strategy that has been prioritized and promoted by the CoC is a housing-first policy for all funded rental assistance projects. Providers are expected to house all eligible households as quickly as possible and without program prerequisites or service requirements, helping to lower barriers to housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Funds were awarded to Housing Hope, which provides transitional housing in conjunction with comprehensive supportive services and permanent supportive housing to families and individuals who are homeless or at risk of becoming homeless. In PY2024, Housing Hope expected to serve 70 individuals, and was able to serve 73 individuals. All of the homeless or at risk of homelessness families served, maintained their current rental housing or moved to other permanent stable housing, exceeding the expected outcome. Individuals also met or neared expectations in the areas of increasing their ability to obtain and maintain employment as well as securing additional disability related income.

Supportive services provided by Housing Hope provides clients with education, skill building, parenting classes, job training, and more which allows them to obtain and maintain employment, stabilize family units, as well as secure income and future permanent housing.

Funds awarded to Homage Senior Services of Snohomish County provide services to low-income seniors and disabled adults. Many of the repairs provided result in individuals being able to stay in their homes and retain their independence rather than becoming homeless or being forced into assisted living establishments. The Meals on Wheels program provided 29 unduplicated Marysville residents meals delivered to their homes, improving their health and independence. This program acts as another point of contact to put clients in touch with needed services to assist in retaining their housing and independence.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City allocated approximately \$11,100 of CDBG funds that provided supportive services that address the needs of the homeless population. Specifically, funds were utilized by the organization for transitional housing with supportive services and permanent supportive housing to aid families in the transition to self-sufficiency.

Case Managers meet with residents weekly at the Beachwood Apartment complex in Marysville. Case managers assist in addressing daily problems, reinforcing successes and offering guidance including basic education, access to child support, legal remedies, quality childcare, and preparation for employment. Residents can utilize rent subsidies they have earned during their successful stay in the Transitional Living Program when they move on to permanent housing. This program has been, and continues to be successful, continually exceeding its annual goals.

Using the CDBG funds available, the City will continue to work to reduce and work toward ending homelessness in Marysville by providing funds to nonprofit organizations such as Housing Hope that provide transitional housing with supportive services for families. The City will continue to encourage subrecipients of public service funding to educate clients and connect them with other appropriate services and support for continued success.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City works in conjunction with HASCO to achieve its public housing goals. HASCO owns about 350 rental units in the City, 84 of which serve senior/disabled households. HASCO transferred ownership of the group home, Maud's House, with eight beds of short-term transitional housing for homeless families with children in Marysville to Volunteers of America.

During the 2024 program year, the Housing Authority of Snohomish County (HASCO) continued to administer HUD Section 8 Voucher programs that provide rental assistance to very low-income and extremely low-income households in Snohomish County. HASCO completed disposition of its public housing units as described below and continued to manage other units of assisted affordable housing in Snohomish County.

Housing Hope operates Twin Lakes Landing, offering affordable housing options to low-income families in Marysville. This location offers about 120 units to families at different stages of their journey out of poverty.

In November 2015, HASCO completed a Section 18 disposition of its public housing unit. HASCO provided tenant protection vouchers to all of HASCO's public housing residents, who could choose to stay in their current unit or move with their voucher and continue to pay an affordable rent. HASCO operates the 30-unit development designated for people that are elderly and/ or have disabilities as rent-subsidized project-based voucher housing and operates the remaining units as affordable housing with below-market rents. The additional rental revenue received at those properties under that operating model allows HASCO to address the current and future capital needs of the properties, as well as increase the energy and water efficiency of the properties. In addition, HASCO plans to undertake property maintenance activities to provide safety, energy-efficiency, and accessibility.

The City is working with legislators to expand the low-income housing tax credit, designed to help finance affordable housing and lower housing costs. The City supports local efforts on the federal level of expanding the credit to apply not just for new construction, but refurbishing existing

housing as well.



Low income housing

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

During the 2024 program year, HASCO continued to undertake the following activities to encourage its program residents to become more involved in management and participate in homeownership programs:

Continued to have a resident Commissioner on its six-member Board of Commissioners which provides an important voice on the Board and represents the interests of residents. Continued to convene the Resident Advisory Board, comprised of Section 8 Housing Choice Voucher program participants, to assist in the development of the annual Public Housing Agency Plan. Continued to print and distribute quarterly newsletter for Section 8 Housing Choice Voucher Program participants. The newsletter is designed to inform residents of activities at HASCO and to provide information on ways residents can become involved in HASCO activities, such as the resident Board Commissioner position and the Resident Advisory Board. Newsletters also feature articles about home safety and available resources in the community, which could provide supplemental support to families who qualify. Continued to provide homeownership opportunities at three manufactured housing communities in Snohomish County. Continued to collaborate with

HomeSight to provide purchase assistance and homeownership education and counseling for purchasers of homes at these properties. Continued to provide the Manufactured Home Replacement Program at two senior (55+) manufactured housing communities. The program replaces outdated pre-HUD code homes with HUD-code, energy-efficient manufactured homes. Continued to have its Community Services Department make referrals to classes on homeownership offered by HomeSight, Housing Hope, or other agencies.

Actions taken to provide assistance to troubled PHAs

The only PHA active in Marysville is Housing Authority of Snohomish County (HASCO). HASCO has proven to be a vital asset not only to Marysville, but also to the entire County in providing affordable housing and adapting to the changing needs of the populations it serves.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

During the 2024 program year, the City worked to reduce barriers to affordable housing by awarding CDBG funds to projects that help develop or maintain decent and safe affordable housing for low-to-moderate-income persons in our community. The City offers Residential Density Incentives, which allow developers increased density in exchange for rental housing permanently priced to serve nonelderly low-income households or designed and permanently priced to serve low-income senior citizens. These incentives are currently being reviewed to determine if revisions are necessary to encourage developers to take advantage of them or if alternative incentives should be developed. The City has adopted an interim Middle Housing Ordinance in compliance with House Bill 1110, which will allow triplex and fourplex developments on previously single-family only lots, provided at least one unit is affordable housing.

The Snohomish County Assessor's Office administers a number of programs that help reduce property taxes for property owners with limited income. This includes a property tax exemption program for senior citizens and disabled persons with limited incomes and tax deferment programs for senior citizens, disabled persons, and other homeowners with limited incomes. Property tax exemptions are also available through the Washington State Department of Revenue for some types of affordable housing projects. The City offers discounts on utility bills for which it is a purveyor for low-income individuals, as well as tax rebates.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The leading obstacle to meeting underserved needs continues to be the limited funding available to address the needs and population in the community as well as rising costs for basic needs. This has become an even greater obstacle in the past few years as the number of homeless and at-risk-of-homelessness individuals and families has risen, while availability of affordable housing has not increased proportionately. The affordable housing landscape proves to be a rapidly changing and difficult issue to address.

Lack of overnight and emergency shelters has been identified as an ongoing problem as has the lack of affordable housing. The City has explored options and worked with local stakeholders to determine the best way to address these needs. City staff are part of a committee that will evaluate and score proposed projects to be funded with the 9% Low Income Housing Tax Credit Incentive in Snohomish County to support increasing affordable housing options in the County and

hopefully the City.

The City participates in the countywide Partnership to End Homelessness, which helps research, and identify trends and causes of homelessness and chronic homelessness. The Committee is working through its fourth year of a 5-year strategic plan and has begun work on the next five year plan, identifying goals and strategies to address homelessness. The committee has also been actively engaged in identifying the changing needs related to affordable housing and overall needs.

The Housing Authority of Snohomish County administers new rental housing vouchers Countywide that were awarded and brought on-line in the past few years for veterans and for families with children in, or at risk of being placed in foster care and for young adults exiting foster care.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City continues to pursue the Lead-based Paint Strategy and Anti-poverty Strategy as described in the Strategic Plan to evaluate and reduce the number of housing units containing lead-based paint hazards and reduce the number of poverty level families residing in them. The City has worked with Subrecipients to ensure that clients are provided information regarding Lead-based Paint upon application for services.

The City requires subrecipients to notify clients of hazards of lead-based paint. These requirements are outlined in the Subrecipient Agreement. The subrecipient achieves this by giving each client a Lead Based Paint pamphlet and having them sign an acknowledgment of receipt. These documents are available for review upon HUD's request. This document is added to each client's permanent file. In addition, each client file folder has the below acknowledgment for staff:

Home built after 1978 - LBP Requirements are not required.

Home built before 1978 - Each work order will include the following statement:

"The repair work does not exceed the threshold necessary for additional LBP testing. (If the work exceeds the threshold, and CDBG funds will be utilized, the necessary requirements will be followed and documented.)"

Included in their Program Guidelines Manual are specifics of the hazards lead-based paint poses, how it can become airborne, HUD's regulations, and the subrecipient's specific practices for dealing with lead-based paint. The City has access to these client files upon monitoring visits. The City continues to ensure that this information is provided to clients by the subrecipient and that safe practices are occurring.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Public Service projects funded provide case management, employment and training support, and other supportive services that assist low-income and homeless persons obtain the skills, income, and other resources necessary to move towards self-sufficiency. 73 individuals were served by CDBG funds during PY2024, all of whom were able to maintain their current housing or transition to permanent housing and increase their ability to obtain and maintain employment.

Agencies are working more closely to ensure that families that do seek support are connected with the appropriate agencies and supportive services as this landscape continues to evolve post pandemic in the face of the mental health crisis gripping much of the country.

Supportive meals services such as Meals on Wheels and the Food for Thought Backpack Program also play a role in reducing the number of poverty-level families by allowing them to spend the limited income they have on housing rather than food and helping to connect them to other services and assistance.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Steps to increase communication and notice related to the CDBG application process have continued to be implemented this year. The City webpage continues to be regularly updated to be more user friendly and easier to navigate. A brochure which highlights the ways in which CDBG funds have been utilized to enhance the community as well as how other private industry, nonprofit organizations, community and faith-based organizations, philanthropic organizations, and public institutions can apply for CDBG funds is developed and distributed annually. The City continues to add to its database of contacts to distribute CDBG related funding material to. The Mayor holds regular Coffee Klatches where the City's involvement with helping the community members most in need is a regular topic.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City strives to continue local coordination efforts that link housing and service providers. Coordination is achieved through participation in various community partnerships and collaborative efforts, such as the Housing Authority of Snohomish County, and the Snohomish County Continuum of Care. The City has a representative on the Partnership to End Homelessness committee, which is dedicated to increasing coordination between housing, health, and Homeless liaison agencies. These partnerships and collaborations provide ongoing opportunities for public and private agencies to coordinate and align efforts around housing, homelessness, direct services, and enhancing systems coordination. The Systems Coordination Committee of the Partnership to End Homelessness Governance Board has worked to develop a 'Services Crosswalk' from a life domains matrix that is used by housing agencies to assess their clients' level of self-sufficiency in multiple areas such as mental health, employment, healthcare, etc. This service will ensure that housing agencies are connecting their clients to the services that are

appropriate to meet their needs in the most efficient manner.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The major impediments to fair housing opportunities identified in Snohomish County and the City of Marysville include the lack of information and referrals of housing complaints to appropriate agencies; a likely pattern of discrimination against people with disabilities; limited transit options for low income, disabled, senior residents and refugees; and a likely pattern of mortgage lending discrimination against people of color. The City is working with Community Transit on adding additional routes and stops in areas of need and in areas with large expected population increase. The Bus Rapid Transit (BRT) lines will help to connect residents to employment and service areas.

The City works to raise public awareness and understanding of fair housing choice by posting brochures and resources in public City spaces, displaying educational posters, and providing information on the City's website. Social media is another tool the City has implemented for outreach. Outreach and education materials are also available through the Housing Authority of Snohomish County's (HASCO) webpage.

The City continues to work to improve knowledge of and access to resources related to Fair Housing utilizing its website, public access cable channel, as well as in public buildings, social media, and at City Sponsored functions. The City is also looking to add a new position that will act as a housing and community needs advocate. This position is in the development stages as the City works to identify how best this position can serve the community and identify available budget.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Organizations selected to provide services utilizing CDBG funds sign an agreement, which outlines roles and obligations of the City and subrecipient, and provides a framework for monitoring. Organizations awarded funds are required to provide quarterly reports as well as other reports throughout the year as determined by the specific type of project. All CDBG funded activities, which qualify under Low/Mod Limited Clientele (LMC) benefit, are required to collect data and report the number of clients served by income, race/ethnicity, and head of household.

Quarterly reports are analyzed upon receipt to ensure that the subrecipients are progressing toward their goals and expected outcomes in a timely manner. During PY2024, all quarterly reports received demonstrated that subrecipients were progressing in a timely manner towards meeting their goals and expending funds, often times well before the end of the program year.

The City provides technical assistance throughout the completion of the activity to ensure that program requirements are being met and funds are expended in a timely way. Staff reaches out to subrecipients if it does not appear that they are making progress towards their goals, or if an extended amount of time passes with no requests for reimbursement are received.

Based upon review of the City's performance and accomplishments during the past year, the City is meeting the objectives outlined in the 2020-2024 Con. Plan. Staff has taken an active role addressing the special needs populations within the community and actively pursued the resources identified in its 2020-2024 Con. Plan and 2024 AAP that it would use to carry out the programs and activities. Target populations were assisted in ways which allowed them to increase the safety and livability of their homes, increase food security, retain independence, as well as increase the availability of training and resources to enable them to obtain and maintain jobs and more permanent income and housing. Gaps in infrastructure and safety in key areas were addressed as were improvements to public facilities.

The City funded agencies that assist low-moderate income and special needs populations. Based on reports obtained as a result of monitoring, we were able to see that many of the agencies funded continue to meet their goals and serve an ever-growing and changing need in the community. The City has seen some agencies struggle to meet goals given inflation and the ever-rising costs of basic needs. Some of the agencies are expending all funds in the third quarter or earlier in the program year, affirming the growing need in the community. The City routinely receives inquiries from subrecipients and residents on availability of additional funding sources.

The minor home repair program was very successful in serving senior and special needs populations and enabling them to remain in their homes and feel less isolated and more independent. The Meals on Wheels program assisted low-income seniors and disabled adults in improving their health and maintaining their independence and increasing safety for these vulnerable populations. Food security for local low-income students by providing meals during school closures was improved. The Boys and Girls Club, and Food Bank capital projects improved access, safety, and availability to improved facilities in low-income neighborhoods, and the Comeford Park project is expected to enhance the accessibility of the park to the low-income downtown area, once completed.

Staff has continued to work with subrecipients to ensure timely submittal of required reports. Review of these reports gives staff the opportunity to ensure that the City is progressing towards the goals and objectives outlined in the 2020-2024 Consolidated Plan as well as the 2024 Annual Action Plan.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Notice of a public comment period and public hearing were posted in the local paper, on the City's webpage, social media pages, and a 'News Flash' was released inviting comments and participation leading up to and at the scheduled public hearing. Those signed up for notifications from the City webpage will also receive an email. Notice of the public comment period and public hearing were provided in accordance with the Citizen Participation Plan and City public hearing notice requirements.



CDBG PY2024 DRAFT CAPER RELEASED

Community Development Department – 501 Delta Avenue Marysville, WA 98270
(360) 363-8000 – Office Hours: Mon – Fri 8:00 AM – 4:30 PM

Notice is hereby given that the Community Development Block Grant (CDBG) Program Year (PY) 2024 Consolidated Annual Performance and Evaluation Report (CAPER) is available for public review and comment, and a Public Hearing will be held Monday, September 8, 2025 at 7:00 PM in the City Council Chambers, 501 Delta Ave.

PY2024 Consolidated Annual Performance Evaluation Report (CAPER): The CAPER provides HUD and the residents of the City an opportunity to evaluate the overall progress of the CDBG Program in carrying out the priorities and specific objectives identified in the Consolidated Plan and PY2024 Annual Action Plan (AAP). It also describes actions, changes and accomplishments during PY2024 resulting from the CDBG Program funded through HUD.

How to obtain copies: Copies of the [DRAFT PY2024 CAPER](#) are available for review at the City of Marysville's web page <http://marysvillewa.gov/> Copies will be made available in a format accessible to persons with disabilities, upon request.

Public Comments: The City of Marysville invites comments from all interested persons. Both oral and written comments will be accepted at the public hearing. Written comments from persons who are unable to attend the public hearing are also welcome and must be received by Monday, September 8, at 4:00 PM in order to be included in the CAPER.

Please send written comments to Kathryn Bird via e-mail at kbird@marysvillewa.gov, or by mail to 501 Delta Avenue, Marysville, WA 98270. All comments received will be taken into consideration during the public hearing and included in the FINAL CAPER.

Additional Information: For additional information, please contact Kathryn Bird kbird@marysvillewa.gov, 360.363.8232.

Public Notice

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes are proposed for the program objectives. The result of recent experiences has proven that those receiving Marysville CDBG funds are expending them in a timely fashion, and supporting populations and needs identified in the 2020-2024 Consolidated plan and 2024 Annual Action Plan. Subrecipients have also proven that they can adapt and identify vulnerable populations amid the ever-changing landscape of record high inflation and housing costs.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes are proposed for the program objectives. The result of recent experiences has proven that those receiving Marysville CDBG funds are expending them in a timely fashion, and supporting populations and needs identified in the 2020-2024 Consolidated plan and 2024 Annual Action Plan. Subrecipients have also proven that they can adapt and identify vulnerable populations amid the ever-changing landscape of record high inflation and housing costs.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDB G	HOME	ESG	HOPW A	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDB G	HOME	ESG	HOPW A	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					

Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Public Works Director Jeff Laycock, Engineering

ITEM TYPE: Ordinance

AGENDA SECTION: **Public Hearings**

SUBJECT: An **Ordinance** Vacating an Unopened Street Adjacent to 1301 4th Street

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. _____.

SUMMARY:

Matheus Lumber has filed a petition to have a portion of 5th Street vacated. The vacation area includes approximately 4,181 sq.ft. of area between Cedar Ave and the BNSF tracks. Matheus Lumber currently owns the adjacent parcel to the north and is effectively using the vacation area already. This is currently an unutilized portion of right-of-way with no roadway, pedestrian facilities, or utilities, with no immediate or anticipated use for the City.

This area has been part of a dedicated public right-of-way for more than 25-yrs, and as such, MMC 12.32.030 would typically require the applicant to compensate the City for the full appraised value of that area. The applicant has provided an appraisal which included both 5th St. & 5th Alley. Council has already approved the vacation of 5th St Alley. Based on that appraisal, the pro-rated value of 5th Street would be \$53,431.31. The City's Legal Department has reviewed the appraisal and agrees with the appraised amount.

Per MMC 12.32, a public hearing is required to consider the vacation of the existing public right-of-way. Resolution No. 2569 was approved by City Council on July 28, 2025 to set a public hearing date for September 8, 2025.

ATTACHMENTS:
[01 Matheus 5th Street - Ordinance.pdf](#)

[02 Matheus 5th Street - Resolution.pdf](#)

[03 Matheus 5th Street - Vacation Appraisal.pdf](#)

[04 - Matheus 5th Street - Public Notice.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
VACATING AN UNOPENED STREET ADJACENT TO 1301 4TH STREET.**

WHEREAS, a petition for a right-of-way vacation was submitted on January 21, 2025, on behalf of MLC Reload LLC, Probe LLC, and BNSF Railway, owners of all parcels adjacent to the requested right-of-way vacation area; and

WHEREAS, the petition sought to vacate a section of unopened right-of-way adjacent to 1301 4th Street, Marysville, WA, which section of unopened right-of-way is legally described in **Exhibits A & B** and depicted in **Exhibit C** (hereafter referred to as the “Subject Right-of-Way”); and

WHEREAS, the Subject Right-of-Way was historically part of a larger subdivision, however the BNSF Railway tracks were subsequently extended through the area, blocking any potential way for the Subject Right-of-Way to be extended further east; and

WHEREAS, the recently constructed Maryville Civic Campus and Comeford Park lie further to the east of the Subject Right-of-Way and BNSF Railway tracks, further restricting the possibility of the Subject Right-of-Way being extended further to the east; and

WHEREAS, on July 28, 2025, the City Council adopted Resolution 2569, which established September 8, 2025 as the date on which a public hearing would be held to consider the vacation of the Subject Right-of-Way; and

WHEREAS, the Subject Right-of-Way is currently unopened and not in use, and is not needed for city operations; and

WHEREAS, the Subject Right-of-Way comprises 4,181 square feet; and

WHEREAS, the Council considered the evidence presented at the public hearing and has determined that vacation for the portion of right-of-way contemplated herein would satisfy the following criteria contained in MMC 12.32.060, specifically:

- (a) The vacation will provide a public benefit, by allowing for the utilization of property that is otherwise not being put to use, and by reducing the City’s maintenance obligations;
- (b) The vacation will not adversely affect the street pattern or circulation of the immediate area of the community as a whole;
- (c) The public need will not be adversely affected;

- (d) The portion of right-of-way to be vacated is not contemplated or needed for future public use; and
- (e) No abutting owner will become landlocked or have their access substantially impaired.

WHEREAS, the petitioner provided the City an appraisal of the fair market value of the Subject Right-of-Way in compliance with MMC 12.32.050(2), which fair market value was determined to be fifty three thousand four hundred thirty one dollars and thirty one cents (\$53,431.31), and

WHEREAS, the City Council will require compensation in the amount of \$53,431.31 as a condition of vacation of the Subject Right-of-Way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, AS FOLLOWS:

Section 1. The portion of right-of-way which is legally described in **Exhibits A & B**, and depicted in **Exhibit C**, attached hereto (the “Subject Right-of-Way”), is approved to be vacated upon satisfaction of the conditions set forth herein. The Council, having considered the recommendation of the City Engineer, has determined that, as a condition of the vacation of the Subject Right-of-Way, MLC Reload LLC shall be required to compensate the City in the amount of fifty three thousand four hundred thirty one dollars and thirty one cents (\$53,431.31). The vacation of the Subject Right-of-Way will not become effective until the compensation of \$53,431.31 is paid to the City.

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

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

Section 4. Effective Date. This ordinance, shall become effective five days after the date of its publication by summary. The vacation of the Subject Right-of-Way shall become effective upon (a) compensation being paid to the City as described in Section 1, and (b) recordation of this Ordinance as described in Section 5.

Section 5. Recordation. A certified copy of this ordinance will be recorded by the City of Marysville with the Snohomish County Auditor after its publication. Such recordation shall not occur until the compensation contemplated in Section 1 is paid to the City.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2025.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
CHARI TABER, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

EXHIBIT "A"

PORTION OF FIFTH STREET

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. ALSO BEING A PORTION OF FIFTH STREET OF S.W. SISCO'S ADDITION TO THE TOWN OF MARYSVILLE, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 37 AND CORRECTED PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE NORTH HALF OF THAT PORTION OF FIFTH STREET, ADJOINING BLOCK 6 OF SAID PLAT, LYING EAST OF CEDAR ST. AND WEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY BEING 37.50 FEET WIDE.

SUBJECT TO THE RIGHT OF THE TOWN OF MARYSVILLE TO AN EASEMENT IN SAID VACATED STREET FOR ANY EXISTING UTILITIES.

CONTAINING 2,161 SQ.FT. +\-

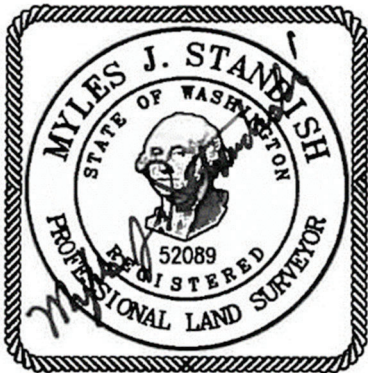


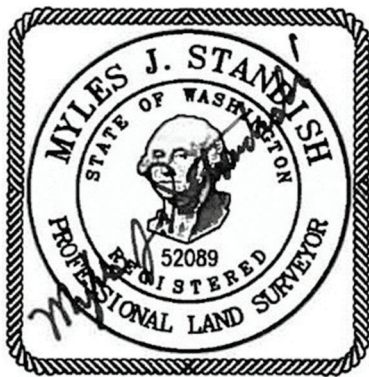
EXHIBIT "B"

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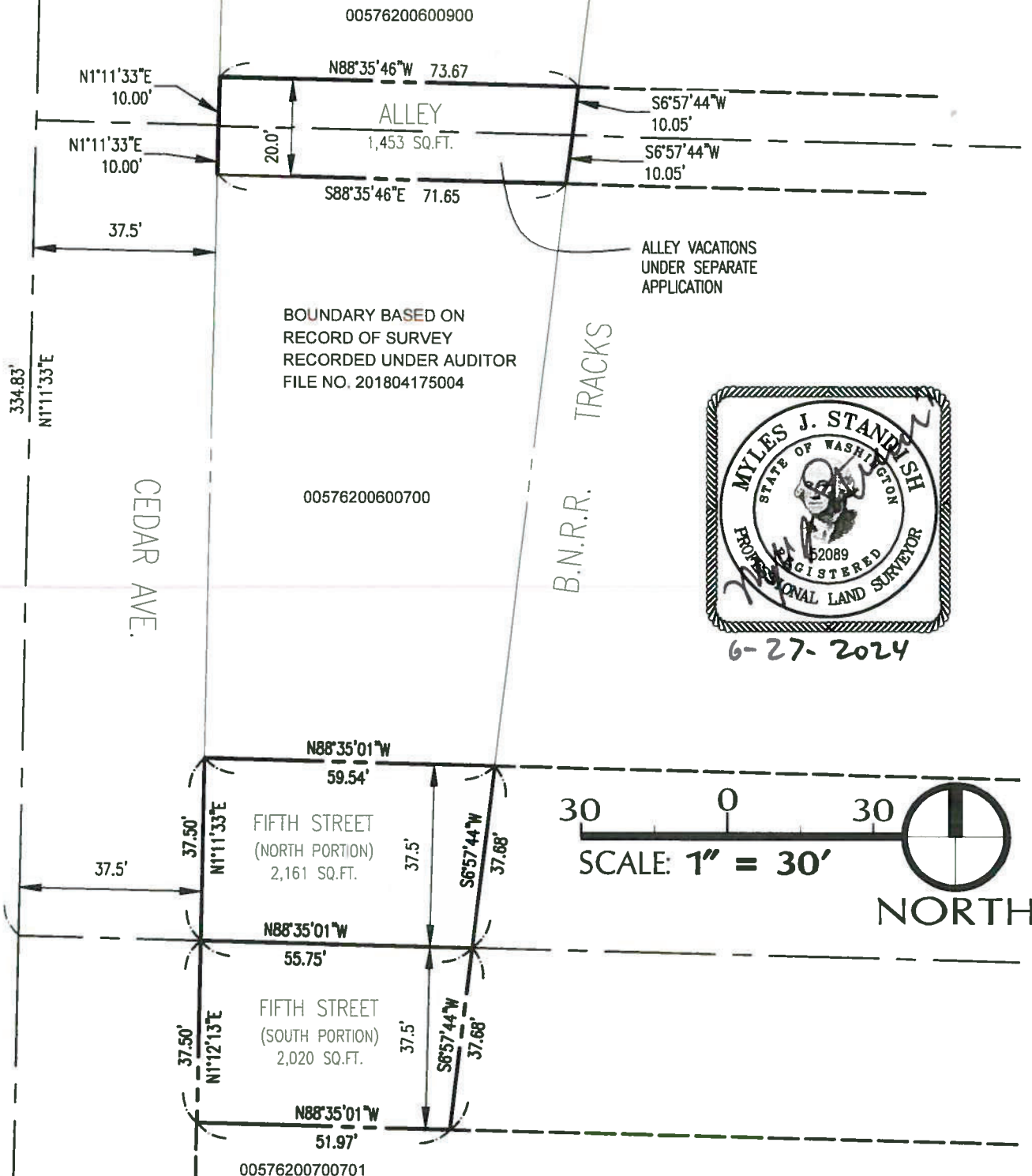
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CONTAINING 2,020 SQ.FT. +/-



SW/4 OF THE SW/4 OF SECTION 28, TOWNSHIP 30 N, RANGE 5 EAST, W.M.



Sound Development Group

ENGINEERING, SURVEYING & LAND
DEVELOPMENT SERVICES
P.O. Box 1705, 1111 Cleveland Avenue, Suite 202
Mount Vernon, WA 98273
Tel: 360-404-2010 Fax: 360-404-2013

SHEET DESCRIPTION

EXHIBIT C

PROJECT

**FIFTH STREET VACATION
FOR
MATHEUS LUMBER**

SCALE: 1" = 30'
DRAWN BY: MJS.
JOB NUMBER: 23055
DATE: 06.24.2024

DRAWING NAME
23055
SHEET
1 OF 1

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. 2569

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, ESTABLISHING SEPTEMBER 8, 2025 AS THE DATE UPON WHICH A PUBLIC HEARING SHALL BE HELD BEFORE THE MARYSVILLE CITY COUNCIL TO CONSIDER THE VACATION OF AN UNOPENED STREET ADJACENT TO 1301 4th STREET.

WHEREAS, MMC 12.32.010 and RCW 35.79.010 allow the owners of an interest in any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, to petition the city council for the vacation of such street or alley, or any part thereof; and

WHEREAS, on January 21, 2025, the City of Marysville received a petition to vacate a portion of a street adjacent to 1301 4th Street, a copy of which is attached as **Exhibit 1**; and

WHEREAS, the portion of alleyway requested to be vacated (hereafter referred to as the "Subject Right-of-Way") is currently unopened and not in use, and is not needed for city operations; and

WHEREAS, the Subject Right-of-Way comprises 4,181 square feet; and

WHEREAS, MMC 12.32.020 and MMC 12.32.060 provide that the city council may require petitioners to compensate the City of Marysville, which amount shall not exceed one-half of the appraised value of the area to be vacated (unless the subject property or portions thereof were acquired at public expense or were part of dedicated right-of-way for more than 25 years, in which case the required compensation shall not exceed the full appraised value of the area vacated); and

WHEREAS, the City Council desires to establish a date upon which a public hearing will be held to consider the vacation of the Subject Right-of-Way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, AS FOLLOWS:

Section 1. Pursuant to MMC 12.32.020, September 8, 2025 at 7:00 PM is established as the time at which the City Council of the City of Marysville will hold a public hearing to consider the vacation of the existing public right-of-way which is legally described and depicted in **Exhibit 1** (specifically, legally described in Exhibits A and B to **Exhibit 1**, and depicted in Exhibit C to **Exhibit 1**), attached hereto.

Section 2. The Council, having considered the recommendation of the City Engineer, have determined that compensation shall be required for the vacation of the right-of-way as contemplated herein, in amount as determined by MMC 12.32.050(2).

Section 3. The Council has determined that vacation of the right-of-way as contemplated herein would satisfy the criteria contained in MMC 12.32.060, specifically:

- (a) The vacation will provide a public benefit, by allowing for utilization of property that is currently unused for right-of-way purposes;
- (b) The vacation will not adversely affect the street pattern or circulation of the immediate area of the community as a whole;
- (c) The public need will not be adversely affected;
- (d) The right-of-way intended to be vacated is not contemplated or needed for future public use; and
- (e) No abutting owner will become landlocked or have their access substantially impaired.

ADOPTED by the City Council at an open public meeting this 28 day of July, 2025.

CITY OF MARYSVILLE

By 
JON NEHRING, MAYOR

Attest:

By 
CHARI TABER, DEPUTY CITY CLERK

Approved as to form:

By 
JON WALKER, CITY ATTORNEY



MARYSVILLE
PUBLIC WORKS
Development Services

RIGHT-OF-WAY VACATION PETITION

To: The City Council of Marysville, WA

From: Petitioners listed below

The parties listed below hereby petitions the City of Marysville for the vacation of a public right-of-way pursuant to RCW 35.79 and Chptr 12.32 MMC, *Vacation of Streets and Alleys*, and in support of said petition, states as follows:

1. Said vacation is described in Exhibit 'A' and depicted in Exhibit 'B', both attached hereto.
2. The parties listed below are the owners of at-least two-thirds of the property abutting the area sought to be vacated.
3. The parties listed below agree to pay all fees and chargers required by Chapter 12.32 MMC relating to vacation of streets.
4. The requested vacation satisfies the vacation criteria outlined in 12.32.060 MMC, as follows:
 - a. *The vacation will provide a public benefit, and/or will be for a public purpose:*
The City will not be responsible for maintenance of this small, unutilized area.
 - b. *The right-of-way vacation shall not adversely affect the street pattern or circulation of the immediate area or the community as a whole:*
This right-of-way is small, and currently unutilized as a public street. Further extension of this street is blocked by both the adjacent BNSF tracks, City Municipal Campus, and Comeford Park. No city-owned utilities exist in this corridor.
 - c. *The public need shall not be adversely affected:*
This small portion of right-of-way has not historically been used as a street and cannot be extended due to it's proximity to the adjacent BNSF tracks, City Municipal Campus, and Comeford Park.

(360) 363-8100

Civic Center
501 Delta Ave
Marysville, WA 98270



MARYSVILLE
PUBLIC WORKS
Development Services

- d. *The right-of-way is not contemplated or needed for future public use:*
No future use by the City is anticipated.

- e. *No abutting owner will become landlocked or have his/her access substantially impaired:*

This right-of-way only currently provides access to the petitioner, and the Slumber-Ease building on the south side of this right-of-way.

5. The parties listed below agree to pay all fees and charges required by Chapter 12.32 MMC relating to vacation of streets.

Dated this 21 day of January, 2025

LIST OF PETITIONERS			
Tax Parcel Number	Property Address	Property Owner Name	Property Owner Signature
00576200600700	Unassigned	MLC Reload, LLC	
00576200700700	1301 4th St.	Probe, LLC	
BNSF Right-of-Way	Unassigned	BNSF	

(Additional petitioners may be listed on an attached sheet.)

(360) 363-8100

Civic Center
501 Delta Ave
Marysville, WA 98270

EXHIBIT "A"

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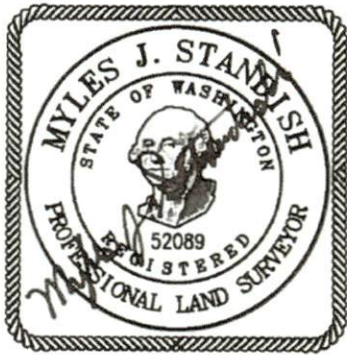


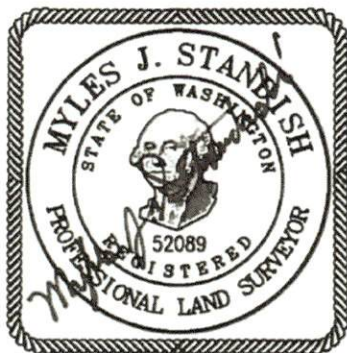
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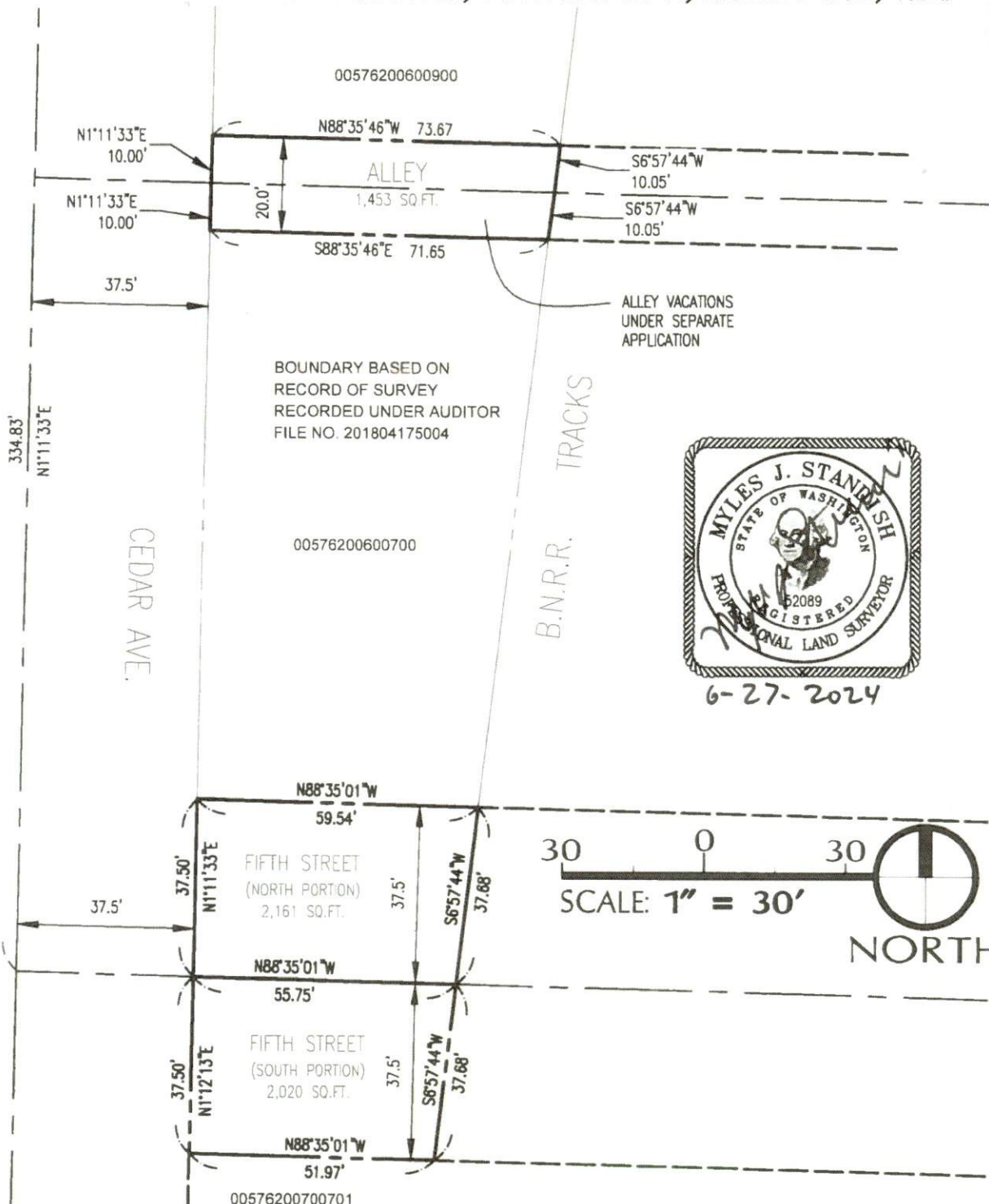
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SHEET DESCRIPTION

EXHIBIT C

PROJECT

**FIFTH STREET VACATION
FOR
MATHEUS LUMBER**

SCALE 1" = 30'

DRAWN BY: MJS

JOB NUMBER: 23055

DATE: 06.24.2024

DRAWING NAME

23055

SHEET

1 OF 1

Property Description	Area (sq.ft.)	Pro-rated Value
5th Alley (North Half)	732	\$9,354.63
5th Alley (South Half)	721	\$9,214.06
5th Alley (combined)	1,453	\$18,568.69
5th Street (North Half)	2,161	\$27,616.61
5th Street (South Half)	2,020	\$25,814.70
5th Street (combined)	4,181	\$53,431.31
Total	5,634	\$72,000.00

This summary added by City Staff to determine the pro-rated value of 5th Alley vs. 5th St.

**APPRAISAL
REPORT**

**OF THE EXISTING
ALLEY AND STREET RIGHT OF WAY**

KNOWN AS THE

CITY OF MARYSVILLE SURPLUS LAND

LOCATED AT

5xx Cedar Ave (approximate addresses)
Marysville, WA 98270

PREPARED FOR

Ben Powell
15800 Woodinville-Redmond Rd NE
Woodinville, WA 98072

DATE OF VALUE

June 4, 2024

PREPARED BY

Marcos Campos, MAI, SRA
CAMPOS APPRAISALS, INC.
3425 228th St SW
Brier, WA 98036-8270
Campos File No. C24-0402R

CAMPOS APPRAISALS, INC.

I N D E P E N D E N T R E A L E S T A T E A P P R A I S A L S

R E S I D E N T I A L , M U L T I F A M I L Y A N D C O M M E R C I A L

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June 25, 2024

Ben Powell
15800 Woodinville-Redmond Rd NE
Woodinville, WA 98072

RE: Alley and street right of way with approximate addresses of 5xx Cedar Ave, Marysville,
WA 98270
Campos File No. C24-0402R

Dear Ben Powell:

Per your request, I have completed the attached appraisal report of the above referenced property. The objective of this appraisal is to provide a current opinion of market value. Property rights appraised are fee simple.

On June 4, 2024, I viewed the subject property from the public streets and my client's property. No one accompanied me while I looked at the property. I proceeded to complete the appraisal and the report.

All three typical approaches to value were considered. The sales comparison approach is deemed necessary and is used in this report. The cost and income approaches were considered but not applied. The analyses used are adequate to produce credible assignment results. Assumptions, limiting conditions and certifications contained in this report are an integral part of both this letter and the appraisal report. This letter must remain attached to the report, which has 60 pages, in order for the value opinions set forth to be considered valid.

Based on my investigation and analysis, as presented in this report, I have formed the following opinion of the fee simple market value on June 4, 2024, of \$72,000.

This revised appraisal takes the original June 10, 2024, appraisal with file # C24-0402 and adds the south half of 5th St to the subject property. This increased my opinion of market value. If you have any questions or require further investigation, please call Marc at 425-775-1750.

Respectfully submitted,



Marcos E. Campos, MAI, SRA
State Certified General Real Estate Appraiser
1100850

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Certification

I certify that, to the best of my knowledge and belief:

1. the statements of fact contained in this report are true and correct.
2. the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. my engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. my analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*, and all applicable state regulatory requirements.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, Marcos E. Campos has completed the continuing education program for Designated Members of the Appraisal Institute.
14. Marcos E. Campos is a State-Certified General Real Estate Appraiser
1100850, Expiration Date: 4-30-25.
15. Per USPAP SR 2-1 c – No hypothetical condition or extraordinary assumption was used.

Marcos E Campos

Appraiser: Marcos E. Campos, MAI, SRA,
Effective Date of Value Opinion: June 4, 2024
Date Signed: June 25, 2024

Summary of Important Facts and Conclusions

Location: 5xx Cedar Ave, Marysville, WA 98270

Owner of Record: City of Marysville

Client: Ben Powell

Property Description: *Site-* Property is comprised of a portion of an alley with 1,453 square feet west of the Burlington Northern Railroad property, and the portion of 5th St with 4,181 square feet west of the Burlington Northern Railroad property. The total added site size is 5,634 SF.

Both the alley and street are unimproved with a gravel surface. They are used for ingress and egress by my client's company MLC Reload, LLC at the property they recently purchased at 606 Cedar Ave.

Improvements- There are no improvements.

Existing Zoning: Flex, City of Marysville

Highest & Best Use: As vacant: Continue to use as access roads. As improved: Does not apply. Conclusion: Continue to use as access road or parking area. Given that the City of Marysville retains easement rights for utilities through the alley and 5th Street, building improvements on these subject properties is not likely. The timing for this use is now.

Assessor's Tax #s: No tax parcel numbers. The subject is an alley and part of a public road.

Date of Inspection: June 4, 2024

Date of Value Opinion: June 4, 2024

Date of Report: June 25, 2024

Value by Sales Comparison Approach: \$72,000

Cost Approach: not applicable

Income Approach: not applicable

Final Opinion of Market Value: \$72,000

Estimate of Exposure Time: 5 months

Estimate of Marketing Time: 3 months

Appraiser: Marcos E. Campos, MAI, SRA

Campos File No.: C24-0402R

SUBJECT PHOTOGRAPHS



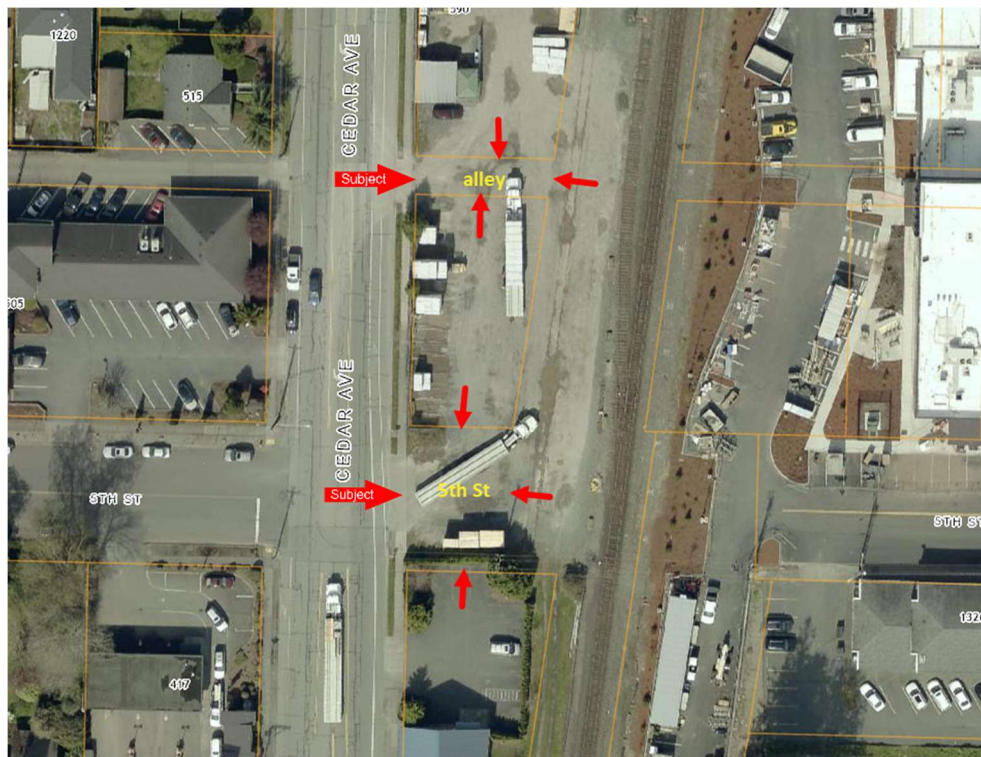
Looking east along 5th Street over Cedar Ave. Subject property includes 5th Street between Cedar Ave and the Burlington Northern Railroad property. New Marysville Civic Center is east of the Burlington Northern Railroad property. I took all photos on 6/4/2024.



Cropped portion of top photo with arrows to show the approximate north, west and south boundaries of 5th Street being appraised.



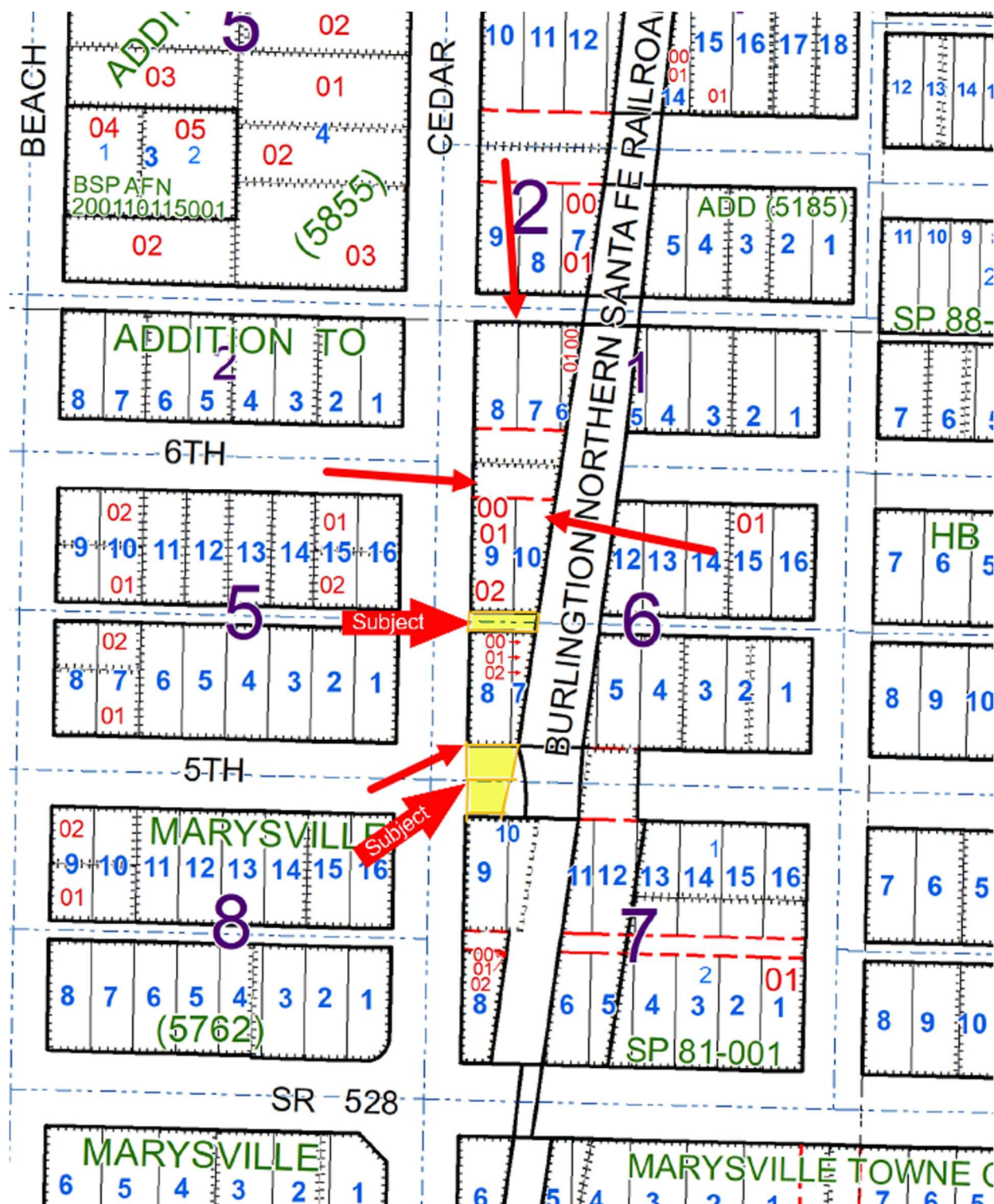
Looking east from Cedar Ave at subject alley. Arrows show the approximate north, west and south boundaries of this alley.



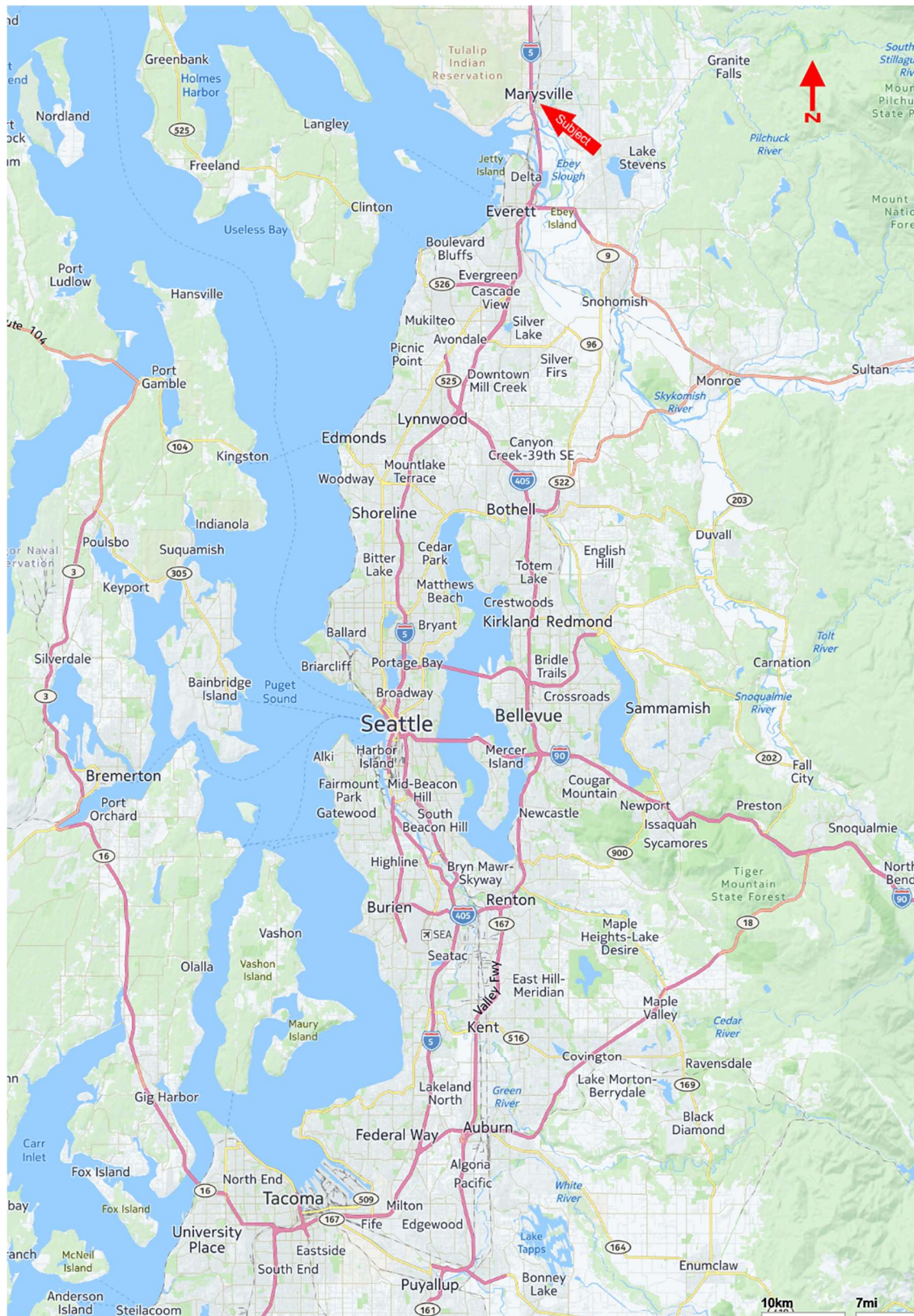
Snohomish County PDS aerial photo. Subject is the alley and 5th Street as outlined with arrows.

SUBJECT ASSESSOR MAP

Subject property includes the yellow alley and the yellow portion of 5th Street. The other arrows point to the boundaries of the MLC Reload, LLC property that are next to the alley and 5th Street.



SUBJECT LOCATION MAP



IDENTIFICATION OF THE APPRAISAL PROBLEM AND SCOPE OF WORK

Problem to be Solved

To provide the appraiser's opinion of value.

Type of Report

This written appraisal report complies with Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* (USPAP).

Identification of the Client

The client is Ben Powell.

Identification of any Intended User(s) other than the Client

Ben Powell may select the City of Marysville as an intended user. Use of this report by others beyond the client and the City of Marysville, is not intended by the appraiser.

Statement of Intended Use

This appraisal will be used for decision making purposes and negotiations with the City of Marysville.

Identification of the Subject Property

North subject property is the public alley in Block 6, S.W. Sisco's Addition to Marysville, Snohomish County Washington, located west of the adjoining Burlington Northern Railroad property. There is no tax parcel number. Site size is 1,453 square feet. It is between tax parcels 00576200600900 and 00576200600700.

South subject property is the north half and the south half of 5th Street adjoining tax parcel 00576200600700 and located west of the adjoining Burlington Northern Railroad property. There is no tax parcel number. Site size is 4,181 square feet.

I am using the approximate address of 5xx Cedar Ave to represent both properties.

Identification of Property Rights Appraised

Value estimated is fee simple.

Type and Definition of Value

Market Value is defined in WAC 458-07-030.

"True and fair value" means market value and is the amount of money a buyer of property willing but not obligated to buy would pay a seller of property willing but not obligated to sell, taking into consideration all uses to which the property is adapted and might in reason be applied.

Effective Date of Opinion of Value

June 4, 2024

Date of Inspection

June 4, 2024

Date of Report

June 25, 2024

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The certification of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

1. As agreed upon with the client prior to the preparation of this appraisal, the scope of work for this appraisal resulted in credible assignment results.
2. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniformed Standards of Professional Appraisal Practice for an Appraisal Report. As such, it may not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
3. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable.
4. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
6. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the properties.
8. It is assumed that there are no hidden or unapparent conditions of the properties, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the properties. Maps and exhibits found in this report are provided for

- reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
13. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
 14. The appraiser is not qualified to detect environmental contamination and/or toxic materials. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them.
 15. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
 16. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
 17. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the properties in question, unless arrangements have previously been agreed to.
 18. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute, USPAP, and the Gramm-Leach-Bliley privacy Act of 1999.
 19. The appraiser assumes the client, owner, and/or purchaser are aware that the estimate for repairs, or work of any kind, (if provided) is a non-warranted opinion of the appraiser unless otherwise stated.
 20. The appraisal assumes the real estate market will be relatively stable in the next few months after the date of valuation. The appraised value is as of the date stated in the report. The appraiser assumes no responsibility for future changes in the marketplace that may make the property more or less valuable.

Scope of Work

In preparing this appraisal, the appraiser:

- Gathered information about the subject property from Ben Powell, online Snohomish County websites, and online City of Marysville websites.
- Gathered information for the subject market area to determine trends with population, employment, property values, demand and supply of housing, etc., that affect the subject property.
- investigated easements and/or restrictions, zoning, wetlands, and environmental conditions as applicable.
- viewed the subject and took photographs from the public street on June 4, 2024. No one accompanied me while I viewed the properties. I did not walk on the properties. Note: I am not

a soils expert, building inspector, or pest inspector. My main purpose is to provide a supported opinion of market value.

- gathered and confirmed information on comparables that were in close proximity.
- applied the sales comparison approach to estimate market value of the subject property. The cost and income approaches were considered but not applied. Subject alley and 5th Street do not have any improvements.
- reconciled the indicated value from the approach used into the final opinion of value.

Approximately 30 potential sold properties with similar zoning near the subject were analyzed on a cursory basis from the Northwest Multiple Listing Service (NWMLS), Realist data service, Commercial Brokers Association (CBA), Costar commercial data service, and Snohomish County online documents. I looked at 9 comparables in the field. When necessary, phone calls and emails were used to contact parties involved with the comparables to verify sale and property details. Comparables used are considered adequate to produce credible assignment results for the marginal value for the subject's added 5,634 SF.

This appraisal report is a recapitulation of the appraiser's data, analyses, and conclusions. Supporting documentation is retained in the appraiser's file. The written report was completed and delivered. Any errors in the appraisal that I am requested to address will be corrected in a timely manner, thus concluding this assignment.

PRESENTATION OF DATA

Identification of Any Personal Property or Other Items that are Not Real Property

No personal property is included in my valuation.

History, Including Prior Sales and Current Offers or Listings

To my knowledge the subject alley and 5th street, have not been listed for sale and have never sold. My client noted the City of Marysville would like then to purchase these properties.

Legal Description

Following legal descriptions created by Sound Development Group for the subject properties were provided by my client. Legal description for the alley is comprised of one for the north half and one for the south half. Similarly, there is a legal description for the north half of 5th Street and another for the south half of 5th Street.

NORTH HALF OF ALLEY

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. ALSO BEING A PORTION OF THE ALLEY OF BLOCK 6 OF S.W. SISCO'S ADDITION TO THE TOWN OF MARYSVILLE, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 37 AND CORRECTED PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THAT PORTION OF THE NORTH HALF OF THE ALLEY OF BLOCK 6 LYING EAST OF CEDAR ST. AND WEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY.

SUBJECT TO THE RIGHT OF THE TOWN OF MARYSVILLE TO AN EASEMENT IN SAID VACATED STREET FOR ANY EXISTING UTILITIES.

CONTAINING 732 SQ.FT. +\-

SOUTH HALF OF ALLEY

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. ALSO BEING A PORTION OF THE ALLEY OF BLOCK 6 OF S.W. SISCO'S ADDITION TO THE TOWN OF MARYSVILLE, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 37 AND CORRECTED PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THAT PORTION OF THE SOUTH HALF OF THE ALLEY OF BLOCK 6 LYING EAST OF CEDAR ST. AND WEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY.

SUBJECT TO THE RIGHT OF THE TOWN OF MARYSVILLE TO AN EASEMENT IN SAID VACATED STREET FOR ANY EXISTING UTILITIES.

CONTAINING 721 SQ.FT. +/-

NORTH HALF OF FIFTH STREET

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. ALSO BEING A PORTION OF FIFTH STREET OF S.W. SISCO'S ADDITION TO THE TOWN OF MARYSVILLE, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 37 AND CORRECTED PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE NORTH HALF OF THAT PORTION OF FIFTH STREET, ADJOINING BLOCK 6 OF SAID PLAT, LYING EAST OF CEDAR ST. AND WEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY BEING 37.50 FEET WIDE.

SUBJECT TO THE RIGHT OF THE TOWN OF MARYSVILLE TO AN EASEMENT IN SAID VACATED STREET FOR ANY EXISTING UTILITIES.

CONTAINING 2,161 SQ.FT. +/-

SOUTH HALF OF FIFTH STREET

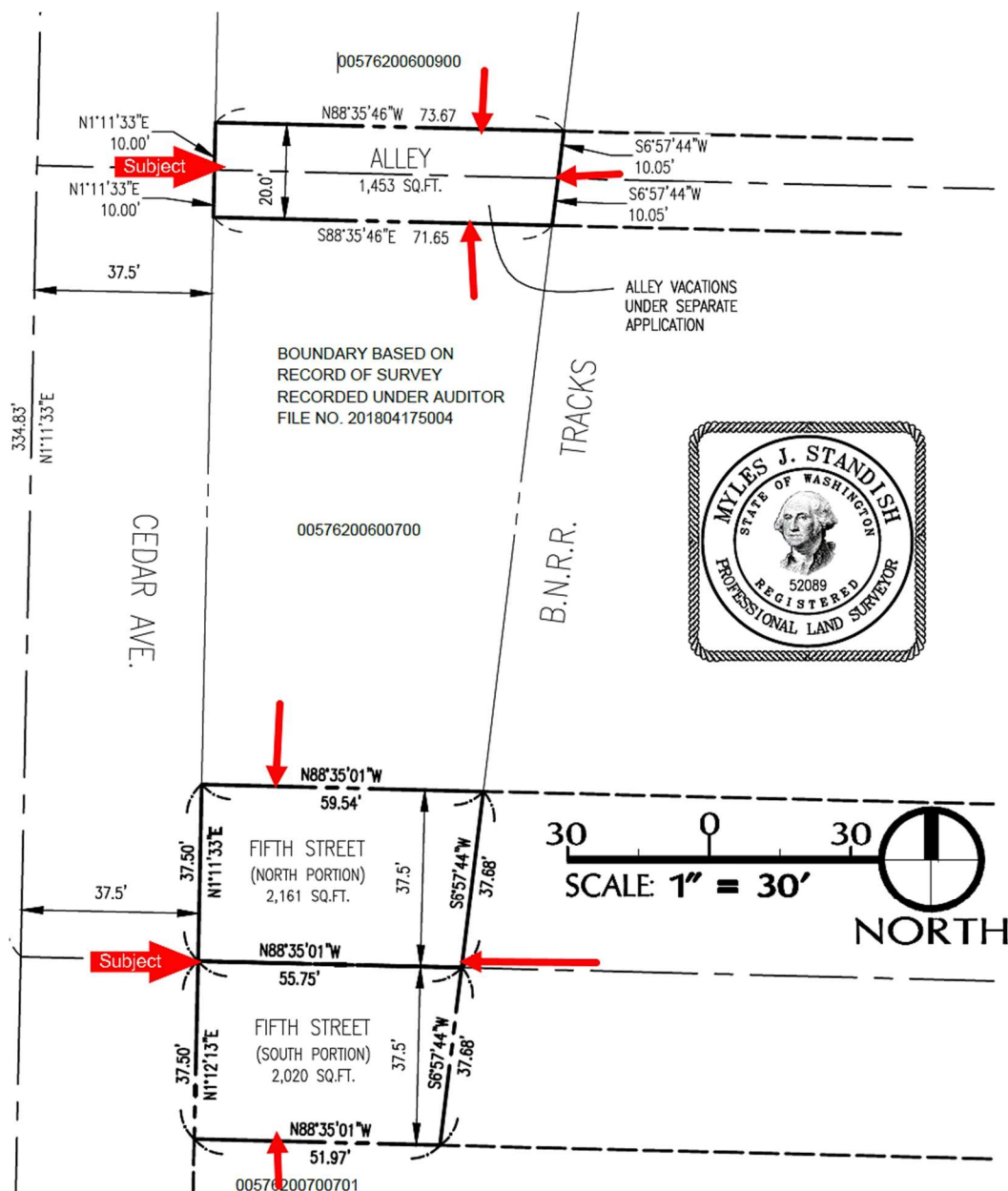
A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. ALSO BEING A PORTION OF FIFTH STREET OF S.W. SISCO'S ADDITION TO THE TOWN OF MARYSVILLE, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 37 AND CORRECTED PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE SOUTH HALF OF THAT PORTION OF FIFTH STREET, ADJOINING THE NORTH HALF OF FIFTH STREET OF SAID PLAT, LYING EAST OF CEDAR ST. AND WEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY BEING 37.50 FEET WIDE.

SUBJECT TO THE RIGHT OF THE TOWN OF MARYSVILLE TO AN EASEMENT IN SAID VACATED STREET FOR ANY EXISTING UTILITIES.

CONTAINING 2,020 SQ.FT. +/-

Surveyors site map for these properties is on the next page.



Market Area Analysis – County, City and Neighborhood data

Subject is located in the southern original portion of the city of Marysville. Recent zoning overlays shows it is in the Downtown Master Plan area. Approximate neighborhood boundaries are the Grove Street or 72nd St NE to the north, 51st Ave NE and 47th Ave NE on the east, Eby Slough or 1st St on the south, and I-5 to the west. Downtown Seattle is ~31 miles southwest, downtown Bellevue is ~30 miles south, and the Everett Boeing facility with the largest building in world is ~10 miles southwest.

COUNTY DATA AND TRENDS

The market forces described in the following table have influenced the subject property and the comparables used in this report. Population, employment, and unemployment information is from

State of Washington's website. Median household income comes from the Washington State Office of Financial Management; 2022 is their estimate and 2023 is their projection. Median house and condominium price data is from the NWMLS. Single family and multifamily building permits are from the socds.huduser.org website. Commercial information comes primarily from Costar.

After county data is provided and discussed, data for the city is included. Subject's value is as added driveways or parking area on commercial land.

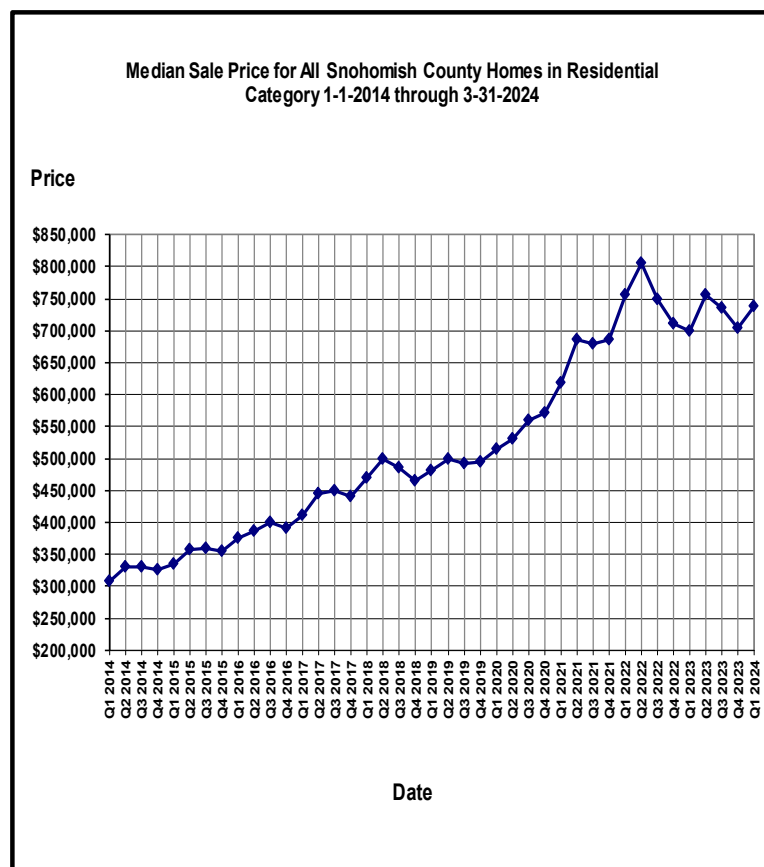
- **Population:** Growing population increases the demand for housing and for additional commercial and cultural services.

SNOHOMISH COUNTY						
	2020	2021	2022	2023	2024	Forecast or Current
Population	827,957	837,800	847,300	859,800	n/a	official 2023
change	9,257	9,843	9,500	12,500	n/a	increasing
Employed	406,330	424,273	437,207	446,348	438,050	thru Apr 2024
change	-20,596	17,943	12,934	9,141	-8,298	stable
Unemployed	28,284	13,918	14,642	18,146	17,712	thru Apr 2024
change	16,556	-14,366	724	3,504	-434	stable
Unemployment Rate	6.5%	3.2%	3.2%	3.9%	3.9%	stable
Med. household income	\$93,589	\$99,650	\$101,440	\$104,833	n/a	increasing
Median house price	\$549,950	\$672,500	\$757,000	\$725,000	\$765,000	thru May 2024
change	56,450	122,550	84,500	-32,000	40,000	increasing
Median condo price	\$374,250	\$450,000	\$510,000	\$485,650	\$515,000	thru May 2024
change	24,250	75,750	60,000	-24,350	29,350	increasing
S.Family bldg permits	2,684	2,507	2,075	2,061	885	thru Apr 2024
M.Family bldg permits	3,217	3,078	1,455	1,455	502	thru Apr 2024
Apartment units occupied	62,289	65,380	66,674	67,726	68,385	thru May 2024
Apartment units vacant	3,742	3,131	4,065	4,855	4,410	stable
Apartment vacancy	5.7%	4.6%	5.7%	6.7%	6.1%	stable
Office space occupied	16,163,558	15,986,872	16,050,992	15,807,935	15,847,050	thru May 2024
Office space vacant	1,050,758	1,270,336	1,300,208	1,543,265	1,504,150	stable
Office space vacancy	6.1%	7.4%	7.5%	8.9%	8.7%	stable
Retail space occupied	35,565,821	35,771,156	36,136,031	36,005,562	35,840,858	thru May 2024
Retail space vacant	1,038,962	1,009,826	866,980	1,058,987	1,252,639	increasing
Retail space vacancy	2.8%	2.7%	2.3%	2.9%	3.4%	increasing
Industrial space occupied	48,753,502	49,799,141	53,553,806	54,005,058	53,664,580	thru May 2024
Industrial space vacant	2,149,739	1,767,161	1,458,744	3,134,583	4,031,645	increasing
Industrial space vacancy	4.2%	3.4%	2.7%	5.5%	7.0%	increasing

- **Employment:** Recent reduction in the number of people employed is likely the result of problems at Boeing, the largest employer in the County. What matters to the economy is the number of people employed. They are the ones who can spend money for mortgages,

rent/lease payments, and goods and services. The recent decrease in the number of people employed puts downward pressure on new development.

- Median Household Income: The increases in median household income are positive, however, household budget items such as food, fuel, borrowing money, and healthcare costs have risen. This is putting downward pressure on effective buying power. Stable incomes are needed to provide confidence that people will be able to spend money on goods and services.
- Building Permits: The number of single family and multifamily building permits have been relatively stable in 2022 and 2023. High mortgage interest rates may delay building starts in the future.
- Apartment Units: The number of occupied units continues to increase at a steady rate. Typically, 5% vacancy is considered to represent a stable market with allowance for tenants to move and time for maintenance of their units. Current vacancy rate is considered to represent a stable market as new units are absorbed.
- Office Space: The relatively high county vacancy rate is a reflection of office workers wanting to work from home. Builder's appear cautious to not over supply the market.
- Retail Space: Retail occupied space has been stable for several years. Vacancy rates show this property type still has good demand.
- Industrial Space: Vacancy rate is higher than in the past four years as the market adjusts to higher lending costs and Boeing continues to have problems.
- Housing: Quarter-by-quarter graph on the next page shows the median prices of all houses in Snohomish County listed in the Residential category of the NWMLS. Prices have stabilized since the impact of 6% to 7% mortgage interest rates started to negatively affect house prices in the middle of 2022.



Calculations for average monthly change due to changing market conditions.

1st time period	2nd time period	# of months		total change	monthly change
Q1 2014 \$308,500	Q2 2022 \$805,000	99	=	160.9%	1.6%
Q2 2022 \$805,000	Q1 2024 \$737,305	21	=	-8.4%	-0.4%
Q4 2021 \$685,000	Q4 2022 \$710,000	12	=	3.6%	0.3%
Q4 2022 \$710,000	Q4 2023 \$704,293	12	=	-0.8%	-0.1%
Q3 2023 \$735,000	Q1 2024 \$737,305	6	=	0.3%	0.1%

Snohomish County - All Homes in Residential Category 1-1-2014 to 3-31-2024

Time Period	Median Sale Price	Average Sale Price	# of Sales	Change % per Quarter	Change \$ per Quarter
Q1 2014	\$308,500	\$332,869	1700		
Q2 2014	\$329,950	\$354,656	2600	7.0%	\$21,450
Q3 2014	\$330,000	\$357,596	2800	0.0%	\$50
Q4 2014	\$325,050	\$354,614	2300	-1.5%	-\$4,950
Q1 2015	\$335,000	\$370,863	2000	3.1%	\$9,950
Q2 2015	\$357,500	\$386,035	3200	6.7%	\$22,500
Q3 2015	\$360,000	\$389,272	3200	0.7%	\$2,500
Q4 2015	\$355,000	\$386,368	2500	-1.4%	-\$5,000
Q1 2016	\$375,000	\$402,894	2200	5.6%	\$20,000
Q2 2016	\$387,106	\$424,420	3400	3.2%	\$12,106
Q3 2016	\$400,000	\$430,530	3700	3.3%	\$12,894
Q4 2016	\$392,000	\$429,512	3000	-2.0%	-\$8,000
Q1 2017	\$411,250	\$447,267	2400	4.9%	\$19,250
Q2 2017	\$444,000	\$480,763	3300	8.0%	\$32,750
Q3 2017	\$450,000	\$487,694	3800	1.4%	\$6,000
Q4 2017	\$440,000	\$483,706	3100	-2.2%	-\$10,000
Q1 2018	\$469,000	\$508,570	2200	6.6%	\$29,000
Q2 2018	\$500,000	\$541,455	3400	6.6%	\$31,000
Q3 2018	\$485,000	\$527,397	3200	-3.0%	-\$15,000
Q4 2018	\$465,000	\$523,877	2600	-4.1%	-\$20,000
Q1 2019	\$479,950	\$521,019	2100	3.2%	\$14,950
Q2 2019	\$500,000	\$546,455	3300	4.2%	\$20,050
Q3 2019	\$493,000	\$537,563	3300	-1.4%	-\$7,000
Q4 2019	\$495,000	\$544,846	2800	0.4%	\$2,000
Q1 2020	\$515,000	\$557,206	2200	4.0%	\$20,000
Q2 2020	\$529,950	\$573,529	2700	2.9%	\$14,950
Q3 2020	\$560,000	\$611,617	3800	5.7%	\$30,050
Q4 2020	\$571,711	\$624,271	3600	2.1%	\$11,711
Q1 2021	\$617,500	\$669,356	2300	8.0%	\$45,789
Q2 2021	\$685,000	\$740,730	3600	10.9%	\$67,500
Q3 2021	\$680,000	\$739,225	4000	-0.7%	-\$5,000
Q4 2021	\$685,000	\$759,879	3300	0.7%	\$5,000
Q1 2022	\$756,000	\$853,278	2200	10.4%	\$71,000
Q2 2022	\$805,000	\$893,924	3400	6.5%	\$49,000
Q3 2022	\$749,925	\$822,229	2700	-6.8%	-\$55,075
Q4 2022	\$710,000	\$784,755	2000	-5.3%	-\$39,925
Q1 2023	\$700,000	\$781,648	1600	-1.4%	-\$10,000
Q2 2023	\$756,000	\$831,583	2100	8.0%	\$56,000
Q3 2023	\$735,000	\$816,576	2300	-2.8%	-\$21,000
Q4 2023	\$704,293	\$780,186	1700	-4.2%	-\$30,707
Q1 2024	\$737,305	\$833,198	1600	4.7%	\$33,012

County Summary and Conclusion:

Median house values have declined since the peak in 2022 and appear to have stabilized. The apartment and retail markets are all doing well with slightly higher vacancy figures as new units and new space is being absorbed. Office market occupancy at 91.3% made a slight improvement

in the first five months of 2024. Industrial properties got over supplied and will take time to absorb approximately 500,000 SF of new space. Economic indicators are stable overall with high mortgage interest rates putting minor downward pressure on businesses and property values.

City Data and Trends

CITY OF MARYSVILLE						
	2020	2021	2022	2023	2024	Forecast
Population	70,714	71,250	72,380	73,780	n/a	official 2023
change	1,531	536	1,130	n/a	n/a	similar
Office, Retail, Industrial SF	7,366,211	7,687,727	8,181,973	8,351,916	8,295,078	thru 5/24
Office, Retail, Industrial Vac.	7.1%	6.4%	3.8%	8.3%	11.5%	thru 5/24
Median House Price	\$454,950	\$550,000	\$629,725	\$625,000	\$652,100	thru 5/24
change	\$44,950	\$95,050	\$79,725	-\$4,725	\$27,100	increasing
S.Family bldg permits	361	298	197	476	157	4/24,stable
M.Family bldg permits	62	318	169	292	226	4/24,stable
Retail sales tax (mil)	\$1,528.0	\$1,788.9	\$1,944.8	\$2,032.4	n/a	increasing

Subject is inside the southern city limits of Marysville. It is influenced by what occurs in the city. Population data for the above table is from Washington State websites for people living inside the city limits.

Office, retail and industrial occupied square feet had significant yearly increases up through 2023. In the first five months of 2024, vacancy increased while 365,000+ SF of new space is being absorbed. Some of the new space was likely encouraged by Amazon constructing a 2,623,172 SF warehouse building in 2022 at 4620/5002 172nd St NE, Arlington; the building is responsible for more than half of the new space for the entire county in 2022 and is just north of Marysville's city limit.

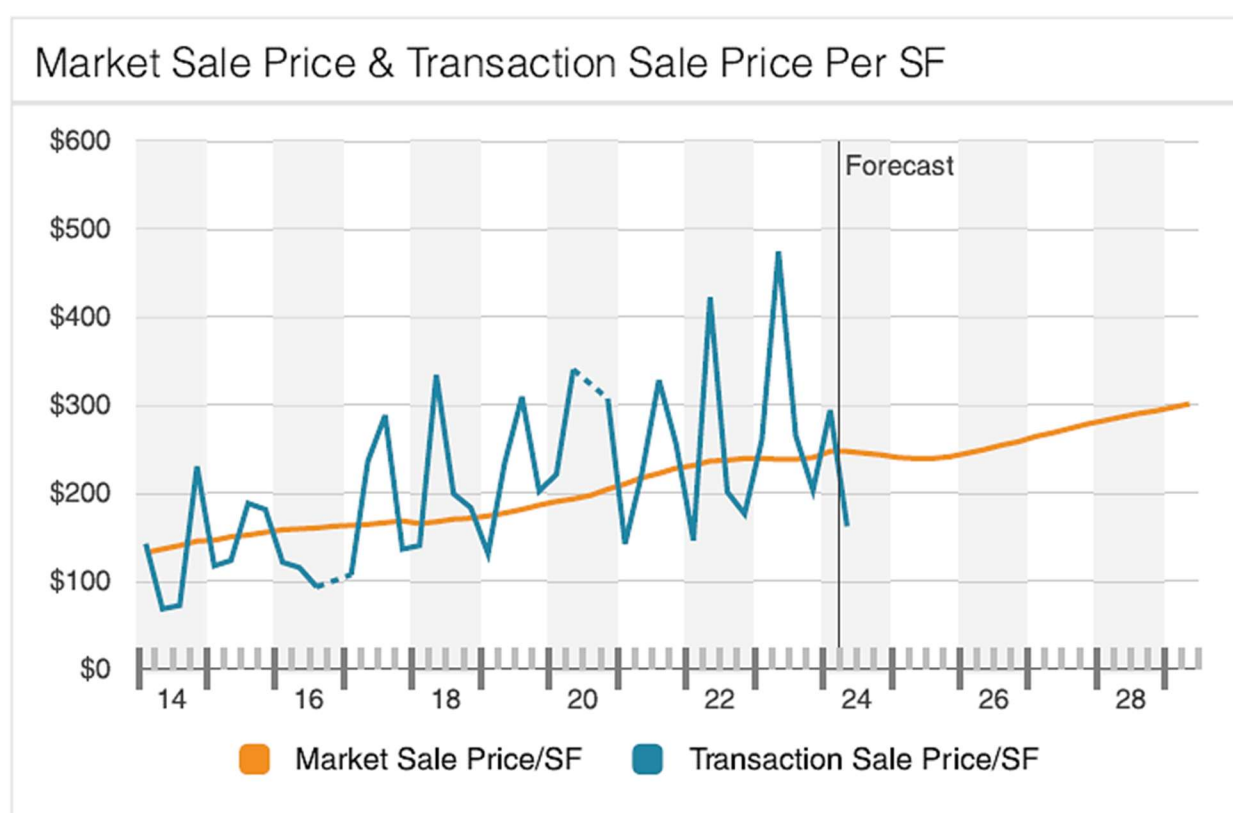
Median house price figures are from the NWMLS and contain properties with a Marysville address that are inside the city limits and in adjoining unincorporated Snohomish County that have the same 98270 zip code. The downward pressure from higher mortgage interest rates in mid-2022 is being countered by the limited supply of housing available for sale.

Building permit data is limited to properties within the city limits. The city has a growing population with housing supported by a good mix of single family and multifamily buildings. Many of the multifamily permits end up being attached townhomes sold on individual narrow lots for single family use.

Retail sales figures increased each year and show a growing economy.

COSTAR DATA AND PRICE TRENDS

The subject is commercial zoned vacant land comprised of an alley and 5th Street west of the adjoining Burlington Northern Railroad property. To get a sense of the trend in commercial property values in Marysville I did a search in Costar for office, retail and industrial properties with a Marysville address. The chart below shows a blue line which graphs sale prices per square foot. Due to the variety of property types, the blue line varies significantly from highs to lows. Since the peak in the second quarter of 2023, sale prices per square foot appear to be heading downward. In the past year there were 28 sold properties. The orange line is provided by Costar and is a regression trendline placed through the midpoints of the peaks and valleys of the sale prices. When the orange line goes from mid-2022 through the first quarter of 2024, it is relatively flat with a slight increase in the first quarter of 2024. This data is reconciled to a 0% adjustment for changing market conditions in the past 18+ months.



MARKET AREA – SUMMARY AND CONCLUSION

Commercial real estate in Marysville that is the highest and best used of its land, was increasing in value into 2022 and appears to have stabilized since then. The economy and population are growing. Median house prices are stabilizing. Overall market is stable. Marketability of the subject's location is average overall.

Subject Land Description

Property is comprised of a portion of an alley with 1,453 square feet west of the Burlington Northern Railroad property, and a portion of 5th St with 4,181 square feet west of the Burlington Northern Railroad property. The total land size is 5,634 SF.

Both the alley and street are unimproved with gravel surfaces. They are used for ingress and egress by my client's company MLC Reload, LLC at the property 606 Cedar Ave. Per my client, the City of Marysville wants to sell these portions of land to my client.

Since these portions of roads were not developed to have improvements on them, they have utility easements in them the city has the right to access in the future. The market value of these sites is best derived by determining how much marginal value they add to the client's existing property. Below is a table that describes the reconciled site size of the client's property purchased in June 2023. It is larger than what the assessor tax parcels add up to. Four tax parcels were included in the sale as noted below. I ranked them north to south. Assessor's acre site size with only two decimal places is very inaccurate. Assessor's north two tax parcels do not include 7th Street, which was included in the sale. To get a relatively accurate estimate of the total site size purchased:

- ♦ First - I measured the four tax parcels on the Snohomish County PDS map using the area tool,
- ♦ Second - I used the site dimensions on the survey map my client provided to hand calculate the size of the top three tax parcels and the size of the bottom tax parcel,
- ♦ Third - I entered the site dimensions and survey calls into an online deed plotter program call Tract Plotter.

My best estimate of the actual site size is 57,259 SF or 1.3145 acres. The subject additional 5,634 SF is added to this to arrive at what my client's size will be after they purchase the alley and 5th Street. Total site size would increase to 62,893 SF.

Property Client purchased: showing Total property size for valuation purposes				
Tax Parcel	Assessor size Acres	Assessor size Square Feet	Measured size On PDS map Square Feet	Reconciled size From Site Survey Square Feet
31051000402100	0.44	19,166	19,877	19,700
31051000404200	0.32	13,939	16,941	16,890
31051000404100	0.32	13,939	12,865	12,801
31051000400900	0.21	9,148	7,868	7,868
Total	1.29	56,192	57,551	57,259

PHYSICAL CHARACTERISTICS

The alley is rectangular in shape with 20 feet of frontage on Cedar Ave. 5th Street has a wedge shape with 75 feet of frontage on Cedar Ave. Both portions of land have sidewalks, curbs and gutters. They back up to railroad tracks on the east which apparently allows adjoining property

owners to load and unload rail box cars. Due to potential noise, odor and air pollution from the railroad operations and Interstate-5, the subject's FLEX zoning does not allow housing and certain other residential centric uses.

Both portions of land are on grade with level topography. No drainage problems or critical areas are noted. Public water, electricity, and sewer are available. I am not aware of an environmental study of the soil for contaminants.

LEGAL CHARACTERISTICS

City provides fire protection, public services and schools. I am not aware of any encroachments on these portions of land. Legal descriptions for the alley and 5th Street note that the Town of Marysville retains easement rights to access any existing utilities in these portions of land.

Zoning	Flex, City of Marysville
Comprehensive Plan Map	Same as current zoning
Off-site common areas	None known
Surrounding properties	Commercial, new City of Marysville Civic Center
Access	From one public street

Site Summary and Conclusion

Since the alley and 5th Street were designed to allow for car traffic, utility easements run through them. These portions of land were not developed to accommodate buildings. Once purchased by my client they will continue to be used as access driveways. The additional 5,634 square feet will have a marginal increase in the total site value.

Zoning

According to the City of Marysville, the subject properties are zoned Flex (F), now and in the comprehensive plan. Per MMC 22C.080.105 (3), "This zone encourages a mix of uses, including artisan, workshops, small light manufacturing/manufacturing (indoors), and commercial. New residential, schools, daycares, and other sensitive uses are not allowed due to air quality, noise, and odor impacts from I-5 and the BNSF railroad corridor."

Per the Downtown Master Plan, prior zoning was General Commercial and Downtown Commercial.

Following is additional information from the Downtown Master Plan for Flex zoning.

Building Form

Expected Building Types	Development Standards	Parking
- Workshops - Single-story flexible buildings - Small footprint retail/services	Maximum height 45 feet	Standard parking code

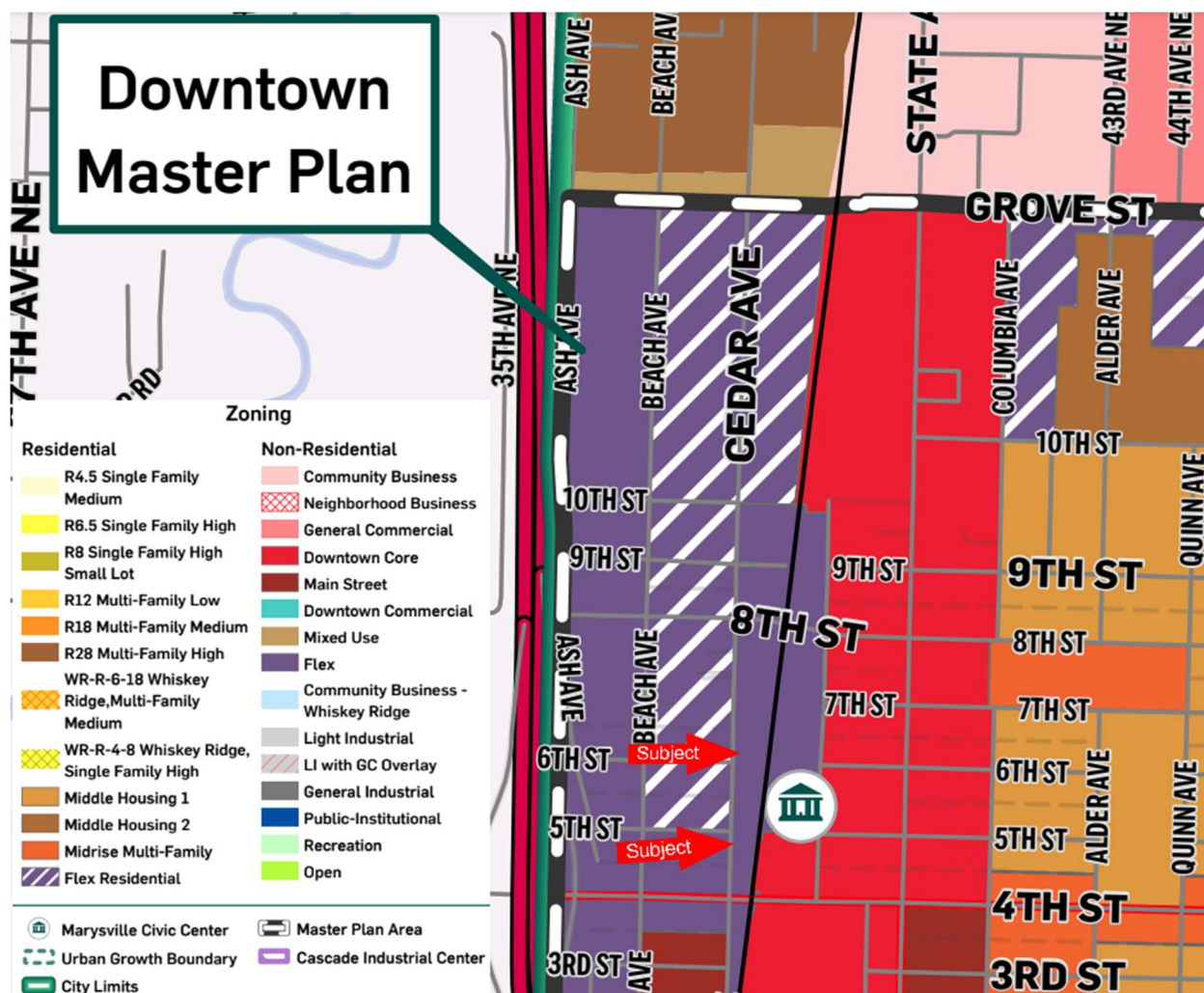
Land Use

Allowed Uses	Prohibited Uses
- Light industrial/manufacturing (indoors) - Retail - Office - Commercial - Artisan manufacturing/small work shops	- Residential with limited exceptions - Outdoor storage and sales - Industrial - Drive-throughs

Development Examples



Figure 12.L-R: flexible building in Bozeman, MT; small retail/office building in Seattle, WA; retail shop in converted industrial building in Bozeman, MT



Subject property has a total of 5,634 SF with all of its surface site area usable.

Per MMC Table 22C.080.120 following are uses permitted outright. Other uses may be permitted as conditional uses if certain additional conditions are met.

Residential

Adult family home, Residential care facilities, Enhanced services facilities, Transitional housing facilities, Permanent supportive housing, Emergency housing, Emergency shelters - indoor

Residential Accessory

Home occupations, Other residential accessory uses

Nonresidential

Amusement and entertainment, Cultural all building sizes, Dancing, music and art center, Education services, Electric vehicular charging station, Electric vehicular battery exchange, General services uses (except small boat sales, rental and repair, equipment rentals, vehicle repair, commercial vehicle repair, car wash, self storage), Government services (except Public safety facilities, including police and fire),

Health services (except hospital), Light industrial/ manufacturing, Artisan manufacturing, Nursery, Park or community center, Parking lot, Personal services use, Professional office, Retail all building sizes, Special retail sales: Eating and drinking, gas station, temporary lodging.

Regional

College, Transit Park and pool lot, Opiate substitution treatment program facilities, wireless communication facility.

MMC Table 22C.080.140 Density and Dimensional Standards

Minimum lot size	0 SF	Maximum building height	45 ft
Minimum front setback	0-10 ft	Minimum rear setback	0-15 ft
Minimum side setback	0-15 ft	Minimum lot width	N/A
Maximum lot coverage	100 %		

Summary of zoning

Comprehensive plan has the same zoning for the subject: Flex. This zoning does not allow residential dwelling units. Subject alley with 1,453 SF and street with 4,181 SF, are small but could be used for some of uses noted above such as a parking lot. Buildings likely would be restricted due to utility easements. Once combined with my client's other four tax parcels they might have a few more uses available.

Property Improvement Description

Subject is an undeveloped alley and an undeveloped public street. There are no improvements.

Taxes and Assessment Data

City owned alley and 5th Street do not have tax parcel numbers and are not assessed for tax purposes.

Hazardous Waste

I am not aware of any environmental contamination on the subject property. I am not an environmental expert and recommend one be contacted if the client has any concerns regarding potential hazardous waste problems on this property.

Income and Expenses

I am not aware of any income or expenses related to the subject alley or 5th Street.

ANALYSIS OF DATA AND CONCLUSIONS

Highest and Best Use of the Land as Though Vacant

The existing zoning in the subject's immediate area is Flex. Prior zoning was General Commercial and Downtown Commercial. Subject land was designed for car traffic and not designed to accommodate buildings.

Legally permissible

There are a few uses that are legally permissible. A parking lot or access driveway would be a legal use.

Physically possible

Most of the allowed legal uses are physically possible as long as they do not interfere with the city accessing pipes or wiring in utility easements.

Financially feasible

Out of the legal and physically possible uses allowed by the zoning, a parking lot or access driveway appear financially feasible. I have not consulted with a development professional with regards to the ability to develop the alley land or 5th Street land.

Maximally productive

As vacant, the maximally productive best use is a parking lot or access driveway. The timing for these uses is now.

Highest and Best Use of the Property as Improved

The land is not improved.

Highest and Best Use Conclusion

The maximally productive use of the property is a parking lot or access driveway.

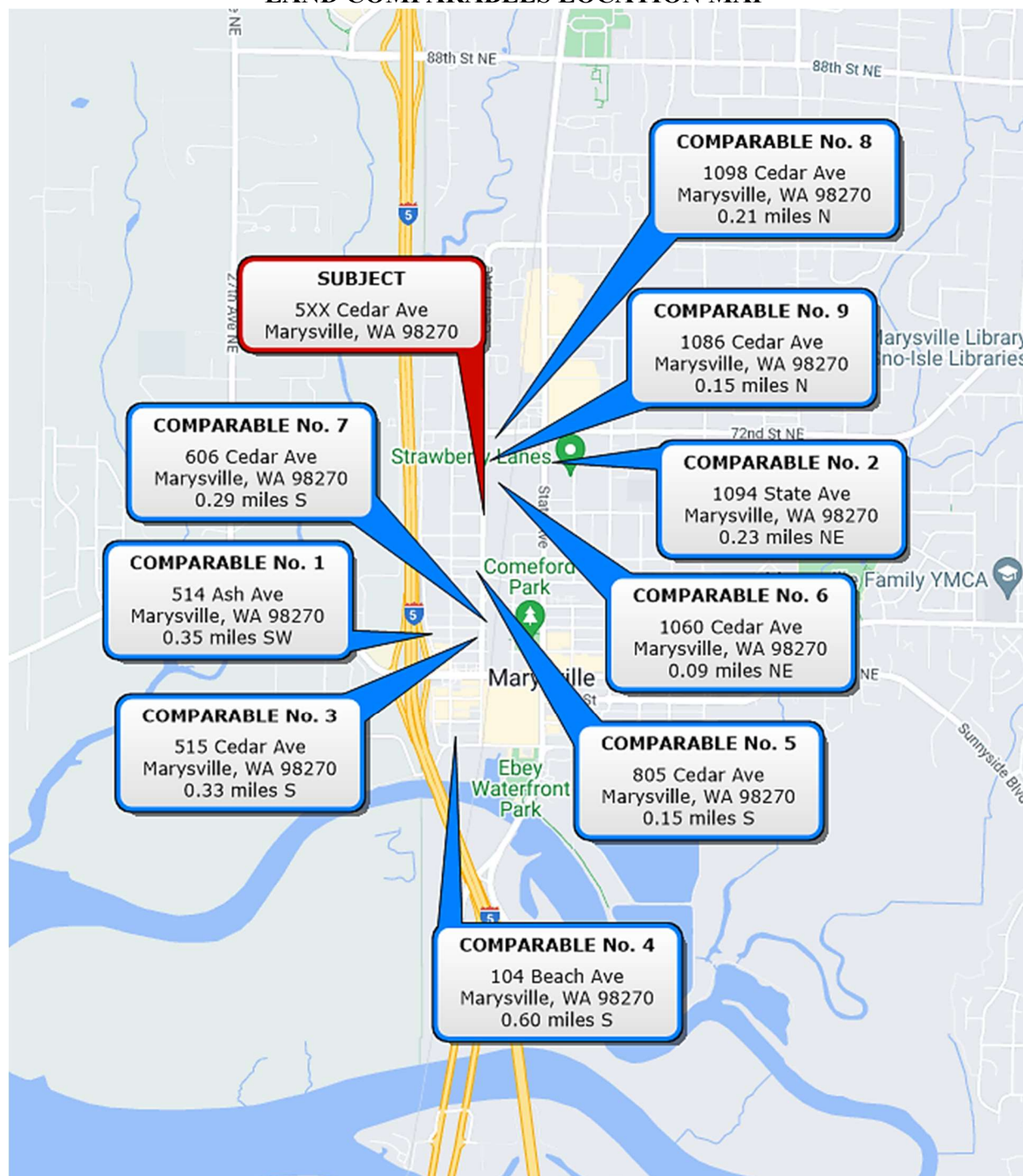
Based on this highest and best use conclusion, one approach to value is considered adequate to provide credible assignment results: sales comparison approach. Within this approach, different quantitative or qualitative methods can be used to support a value for the subject property. The cost approach was not included in this report. There are no improvements. Income approach is not included. I am not aware of any rental income for these portions of land. It is not necessary to complete the cost approach or income approach to arrive at credible assignment results. A summary of the data and analysis for the comparables is provided on the next pages.

Sales Comparison Approach

In this approach commercial properties that have sold recently with site sizes that bracket my client's existing 57,259 SF site and the proposed 62,893 SF site with the alley and 5th Street, are analyzed using an adjustment grid that arrives at a subtotal price per square foot. It is a subtotal because it does not make an adjustment for differences in site size. Regression is used as the final step to value the marginal contributory value of the added subject 5,634 SF. Data from commercial zoned properties near the subject are used, and comparisons are made, to demonstrate two probable prices at which the subject property would sell if offered on the market in keeping with the definition of value.

A search in Marysville found sales of vacant commercial land as well as improved sales on commercial land close to the subject. Search was conducted using the NWMLS, Realist, Commercial Brokers Association (CBA), and Costar. Comparables were selected that bracketed the subject's site size. Nine of the best indicators are presented in some detail; they were viewed in the field from public streets on the same day the subject was viewed. These closed sales have been sufficiently confirmed and are included in the following analysis.

LAND COMPARABLES LOCATION MAP



In the table below each improved property was adjusted to remove the contributory value of the improvements. For example, Comparable 1's assessed land value at the time of sale was \$175,200. Its total assessed value was \$637,000. Therefore, the land represented 27.504% of the total assessed value. This same ratio was applied to the sale price to arrive at a supported estimate of the contributory market value of the land. Sale price of \$749,000 multiplied by 0.27504 = \$206,004; this is the contributory market value of the land.

SUMMARY OF LAND COMPARABLES						
Comp No.	Address	Sale Price Assessed Value when sold	Sale Date Assessed Land Value	Contributory Land Value Percent Assessed Land	Site Size Sq. Feet Front Feet	Price /Sq.Foot /Front Foot
1 - sold	514 Ash Ave, Marysville	\$749,000	04/08/22	\$206,004	2,178	\$94.58
		\$637,000	\$175,200	27.504%	154	\$1,338
2 - sold	1094 State Ave, Marysville	\$570,000	07/17/23	\$243,455	3,348	\$72.72
		\$431,500	\$184,300	42.711%	26	\$9,364
3 - sold	515 Cedar Ave, Marysville	\$410,000	10/27/23	\$317,172	5,227	\$60.68
		\$310,500	\$240,200	77.359%	60	\$5,286
4 - sold	104 Beach Ave, Marysville	\$190,000	12/30/22	\$176,565	7,200	\$24.52
		\$199,400	\$185,300	92.929%	180	\$981
5 - sold	805 Cedar Ave, Marysville	\$1,100,000	09/13/23	\$364,093	10,454	\$34.83
		\$926,000	\$306,500	33.099%	205	\$1,776
6 - sold	1060 Cedar Ave, Marysville	\$1,430,000	01/13/24	\$391,453	16,988	\$23.04
		\$1,404,600	\$384,500	27.374%	55	\$7,117
7 - sold	606 Cedar Ave, Marysville	\$2,000,000	06/20/23	\$1,784,858	57,259	\$31.17
		\$1,384,200	\$1,235,300	89.243%	615	\$2,902
8 - sold	1098 Cedar Ave, Marysville	\$1,500,000	02/16/24	\$1,500,000	72,387	\$20.72
		\$898,100	\$898,100	100.0%	543	\$2,762
9 - sold	1086 Cedar Ave, Marysville	\$1,500,000	02/15/24	\$1,500,000	76,766	\$19.54
		\$1,340,700	\$1,340,700	100.0%	180	\$8,333
Subject	5xx Cedar Ave, Marysville	n/a	n/a	n/a	add 5,634	n/a
		n/a			add 95	

Following pages include descriptions of the comparables with photographs and maps, followed by 'subtotal' adjustment grids, comments and regression analysis used to value the subject property.

Sold, Comparable 1 – 514 Ash Ave, Marysville, WA

Left: My photos taken 6/4/2024.

Right: Images from 2021 NWMLS



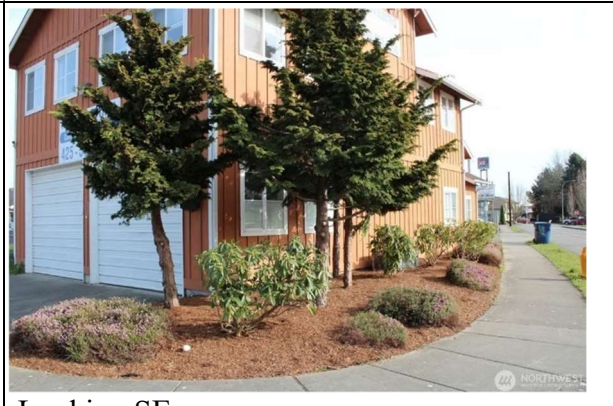
Looking south



Looking SE



Looking north



Looking SE

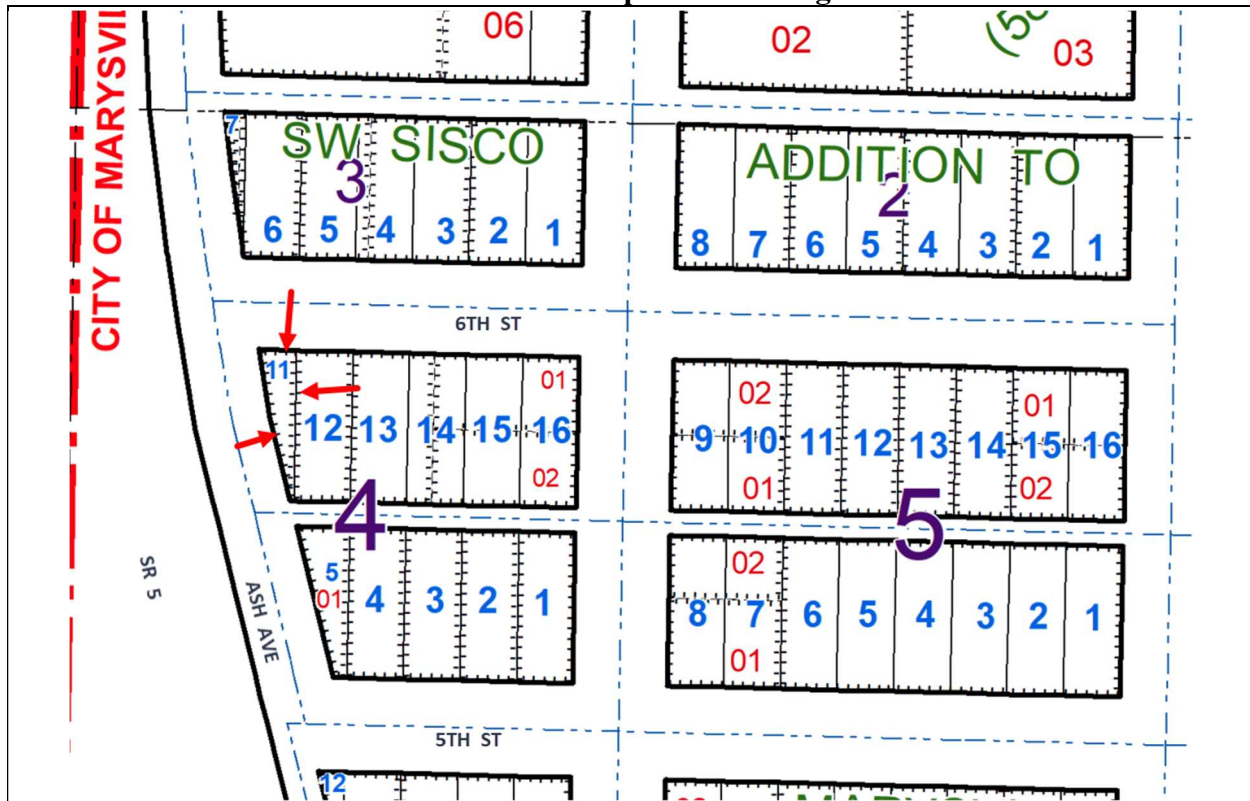
Buyer	Don Hafenscher and Lisa Hafenscher
Seller	Kevin Mauro and Debbie Mauro
List Price	\$799,000, 7/13/2021, cancelled listing #1754791 on 10/5/2021
Sale Price & Date, Deed	\$749,000, 4/8/2022, Statutory Warranty Deed
Site Size	2,178 SF
Buildings	One building with two office spaces
Building age, total size	2003, 3,100 SF includes two offices each with a garage
Financing	90% loan from seller
Auditor's File # Parcel #	202204080402 00576100401100
Zoning, features	Was GC now Flex, triangular site

Comments: All public utilities are available to this property. Site is level on grade with sidewalks. Costar notes a daily traffic count of 7,820 in 2021 on Ash Ave. Additional traffic is on 6th St. I reconciled this to a daily traffic count of 8,000.

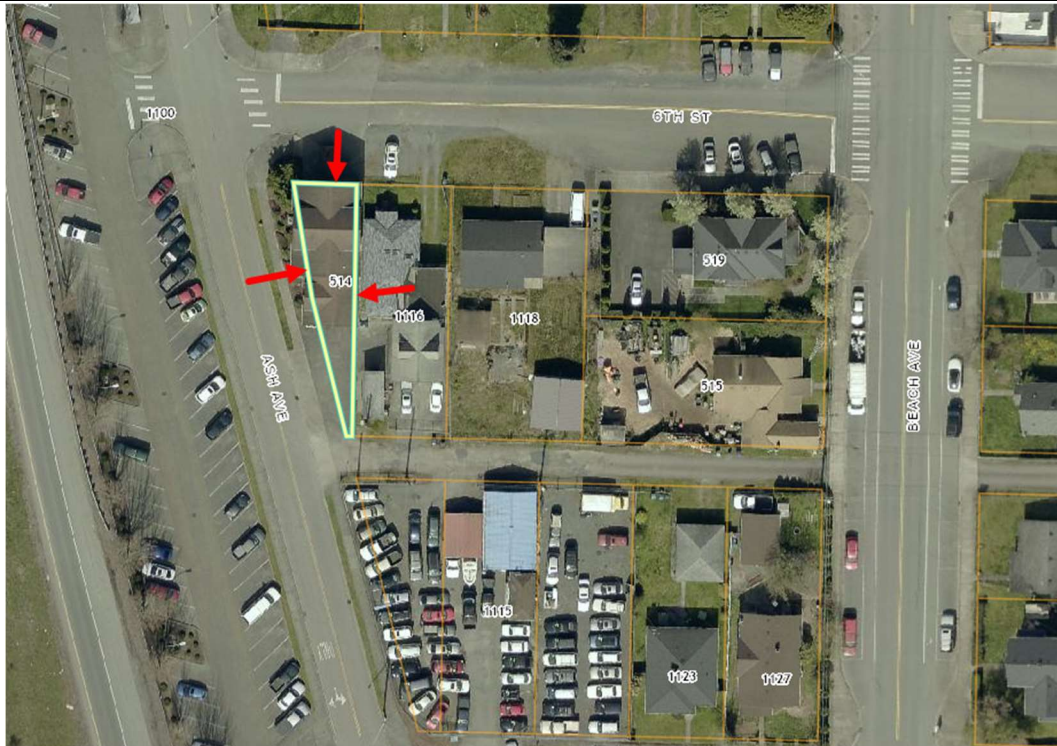
Cancelled listing broker was Michael Sylte, 425-754-8960. Confirmed with NWMLS, Costar, Re-list, deed, excise tax, city and county websites.

No other market sale found in the past 10 years and no listing.

Additional Comparable 1 Images



Current Sno. Co. assessor map



Snohomish County PDS aerial photo

Sold, Comparable 2 – 1094 State Ave, Marysville, WA

Left: My photo taken 6/4/2024.

Right: Images from Costar



Looking E from State Ave



Looking E from State Ave



Looking SW at rear of property



Looking E from State Ave

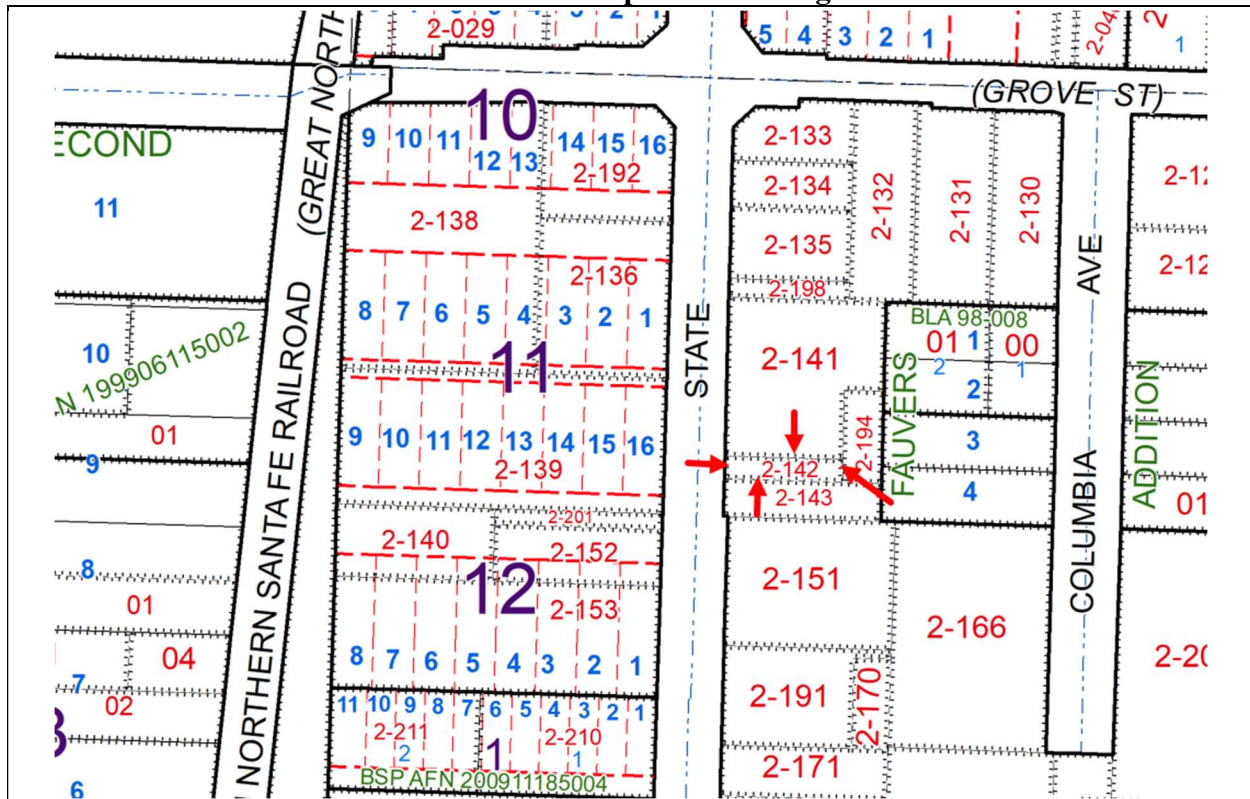
Buyer	1094 64th Dr NE
Seller	James Seaver and Pamela Seaver, Vicki Russell
List Price	Not listed
Sale Price & Date, Deed	\$570,000, 7/17/2023, Statutory Warranty Deed
Site Size	3,348 SF
Buildings	Apartment over retail
Building age, total size	1951, 3,000 SF plus detached 375 SF garage
Financing	\$456,000 Conventional loan
Auditor's File # Parcel #	202307170373 30052800214200
Zoning, features	CB now Downtown Core, State Ave is being widened

Comments: All public utilities are available to this property. Site is level on grade with sidewalks. Costar notes a daily traffic count of 16,976 in 2022. I reconciled this to a daily traffic count of 17,000.

Not listed. Confirmed with NWMLS, Costar, CBA, Realist, deed, excise tax, city and county websites.

No other market sale found in the past 10 years and no listing.

Additional Comparable 2 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

Sold, Comparable 3 – 515 Cedar Ave, Marysville, WA

Left: My photo taken 6/4/2024.

Right & below: NWMLS photos 3/2/2023



Looking SW from Cedar Ave



Looking SW from Cedar Ave



Looking west from Cedar Ave



Looking NW from Cedar Ave

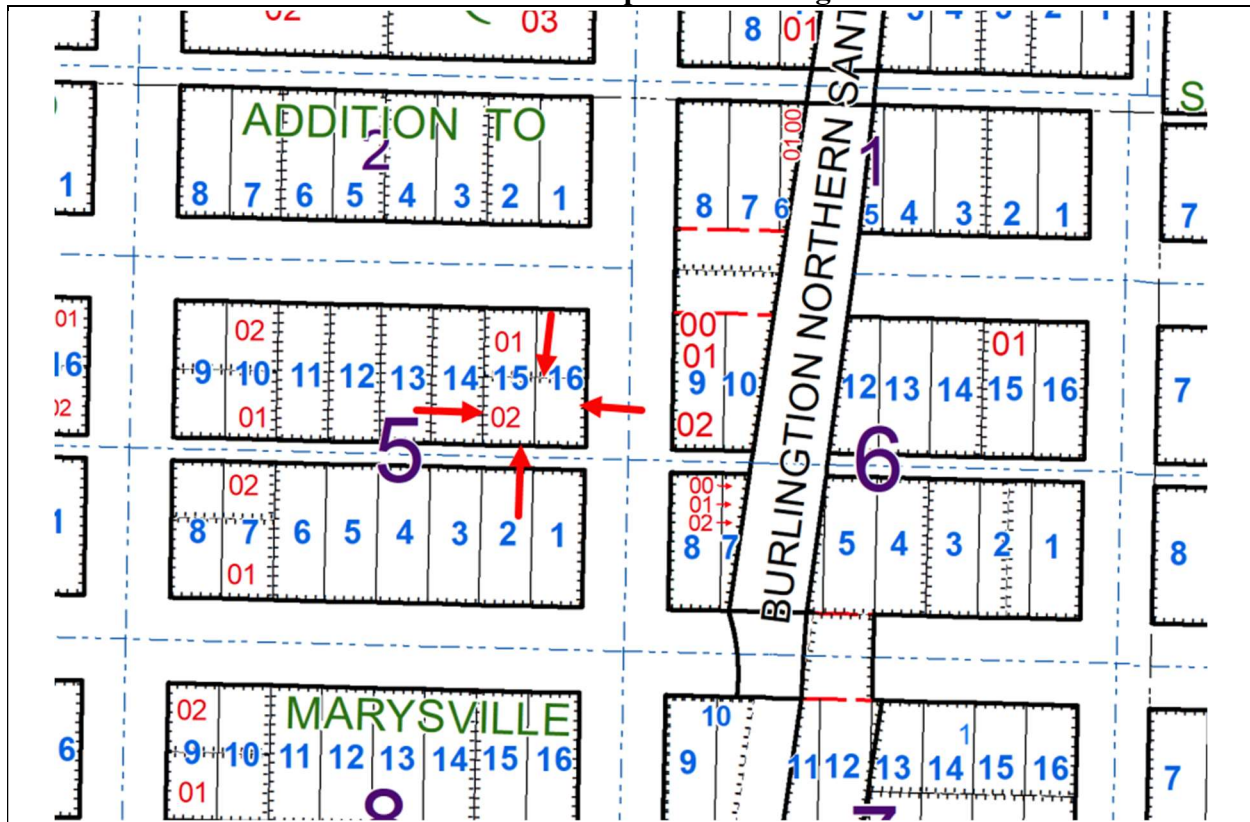
Buyer	Manuel Michel and Claudia Chavez
Seller	Tayna Parry
List Price	\$450,000 on 3/2/2023, down to \$400,000 on 7/24/2023
Sale Price & Date, Deed	\$410,000, 10/27/2023, Statutory Warranty Deed
Site Size	5,227 SF
Buildings	One story office. Detached 1-car garage of unknown size
Building age, total size	1952, 1,003 SF
Financing	FHA
Auditor's File # Parcel #	202310270374 00576200501502
Zoning, features	Was MU, now Flex residential

Comments: All public utilities are available to this property. Topography starts on grade then slopes up to the west a few feet. Site has sidewalks and fronts an alley. Costar notes a daily traffic count of 9,838 in 2022.

Listing # 2040227 in the NWMLS. Confirmed with NWMLS, CBA, Realist, deed, excise tax, city and county websites.

No other market sale found in the past 10 years and no listing.

Additional Comparable 3 Images



Snohomish County assessor map. Subject alley is directly east of this property across Cedar Ave.



Snohomish County PDS map aerial photo

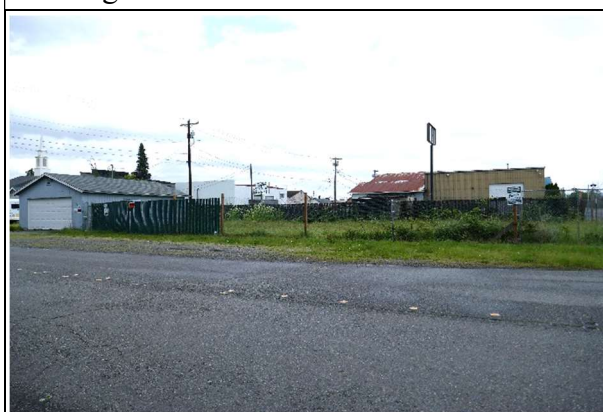
Sold, Comparable 4 – 104 Beach Ave, Marysville, WA

Left: My photos taken 6/4/2024.

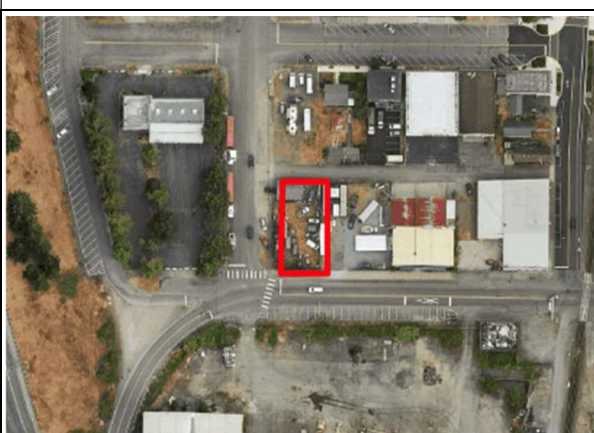
Right: NWMLS & CBA photos 12/30/2022



Looking SE from Beach Ave



Looking N from 1st St



Buyer	Dysake LLC
Seller	James Schoentrup, Ina Schoentrup, Heather Hafner, Trustees
List Price	Not listed when Sold-Unlisted
Sale Price & Date, Deed	\$190,000, 12/30/2022, Statutory Warranty Deed
Site Size	7,200 SF
Buildings	Detached 1-car garage/shop
Building age, total size	1929, 660 SF
Financing	\$142,500 private party lender
Auditor's File # Parcel #	202212300071 00510700800700
Zoning, features	Was FR, now Flex residential

Comments: All public utilities are available to this corner site. Topography is level on grade. Side-walks on 1st St. Site fronts an alley. Costar did not have a daily traffic count at this location. There was a stream of cars on 1st St while I viewed the site. Daily traffic count is estimated at 2,000.

Sold-Unlisted report # 2025070 in the NWMLS showed Broker Joel Jenkins, Realty One Group 425-309-3564, helped the seller. Broker Dave Nelson, Dave Nelson RE 425-319-3100, helped the buyer. Confirmed with NWMLS, CBA, Realist, deed, excise tax, city and county websites.

No other market sale found in the past 10 years and no listing.

Additional Comparable 4 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

Sold, Comparable 5 – 805 Cedar Ave, Marysville, WA

Left: My photos taken 6/4/2024.

Right: CBA photos



Looking NW from Cedar Ave



Looking W along alley from Cedar Ave



Buyer	805 Cedar Ave LLC
Seller	F. W. Thompson LLC
List Price	Not listed, Buyer was the long-term tenant in the property
Sale Price & Date, Deed	\$1,100,000, 9/13/2023, Bargain and Sale Deed
Site Size	10,454 SF
Buildings	One story industrial with mezzanine
Building age, total size	1987, 6,492 SF (5700 1st floor + 792 mezzanine)
Financing	\$825,000 conventional loan
Auditor's File # Parcel #	202309130310 00549700302500
Zoning, features	Was MU, now Flex residential

Comments: All public utilities are available to this corner property. Topography is level on grade. Site has sidewalks and fronts an alley. Costar notes a daily traffic count of 9,838 in 2022.

Confirmed with CBA, Costar, Realist, deed, excise tax, city and county websites.

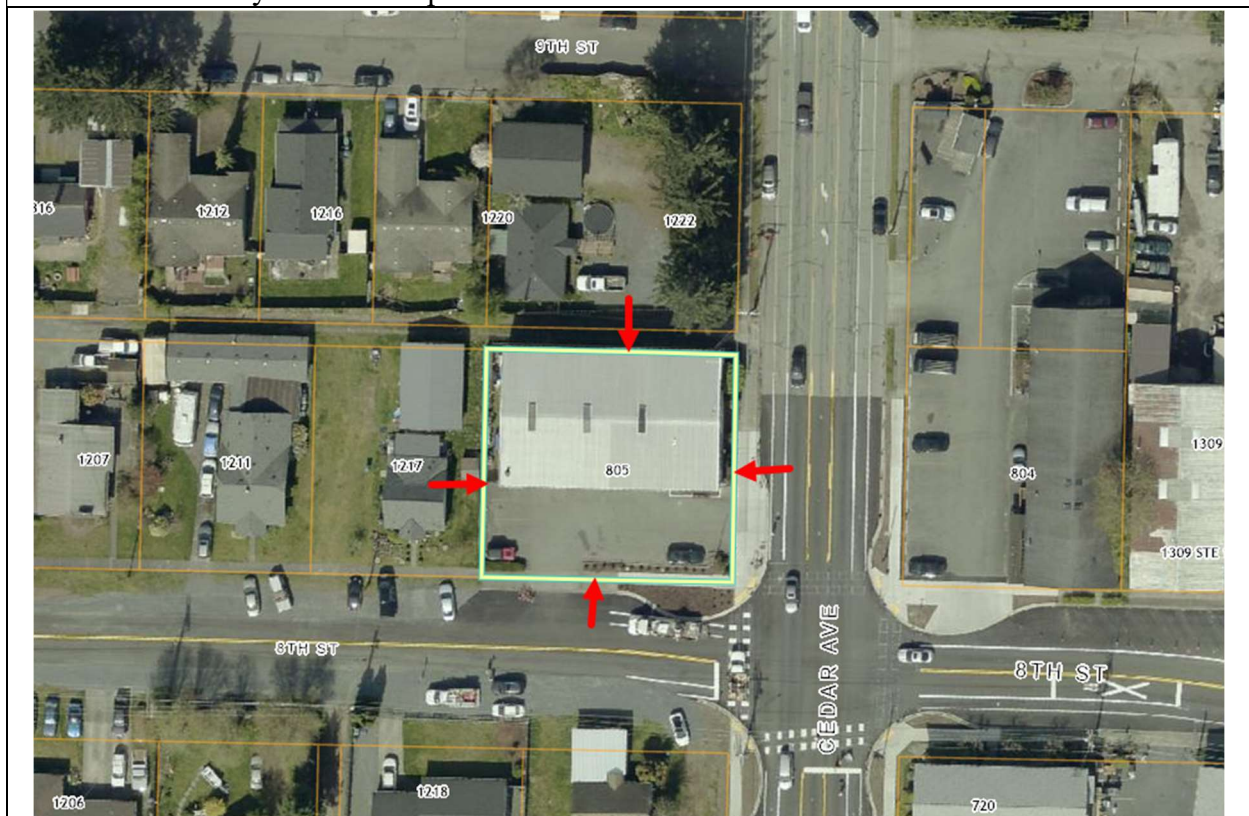
No other market sale found in the past 10 years and no listing.

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Additional Comparable 5 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

Sold, Comparable 6 – 1060 Cedar Ave, Marysville, WA

Left: My photos taken 6/4/2024.

Right: CBA photo, Costar photo below



Looking E from Cedar Ave



Looking E from Cedar Ave



Buyer	Ten Sixty Cedar LLC, Laura Butner, Registered Agent
Seller	Bernardus Van Dam
List Price	Not listed
Sale Price & Date, Deed	\$1,430,000, 1/13/2024, Statutory Warranty Deed
Site Size	16,988 SF
Buildings	1.5 story retail store
Building age, total size	1996, 6,868 SF
Financing	\$1,420,000 seller financing
Auditor's File # Parcel #	202401310318 00585600300702
Zoning, features	Was MU, now Flex residential, backs up to same railroad tracks

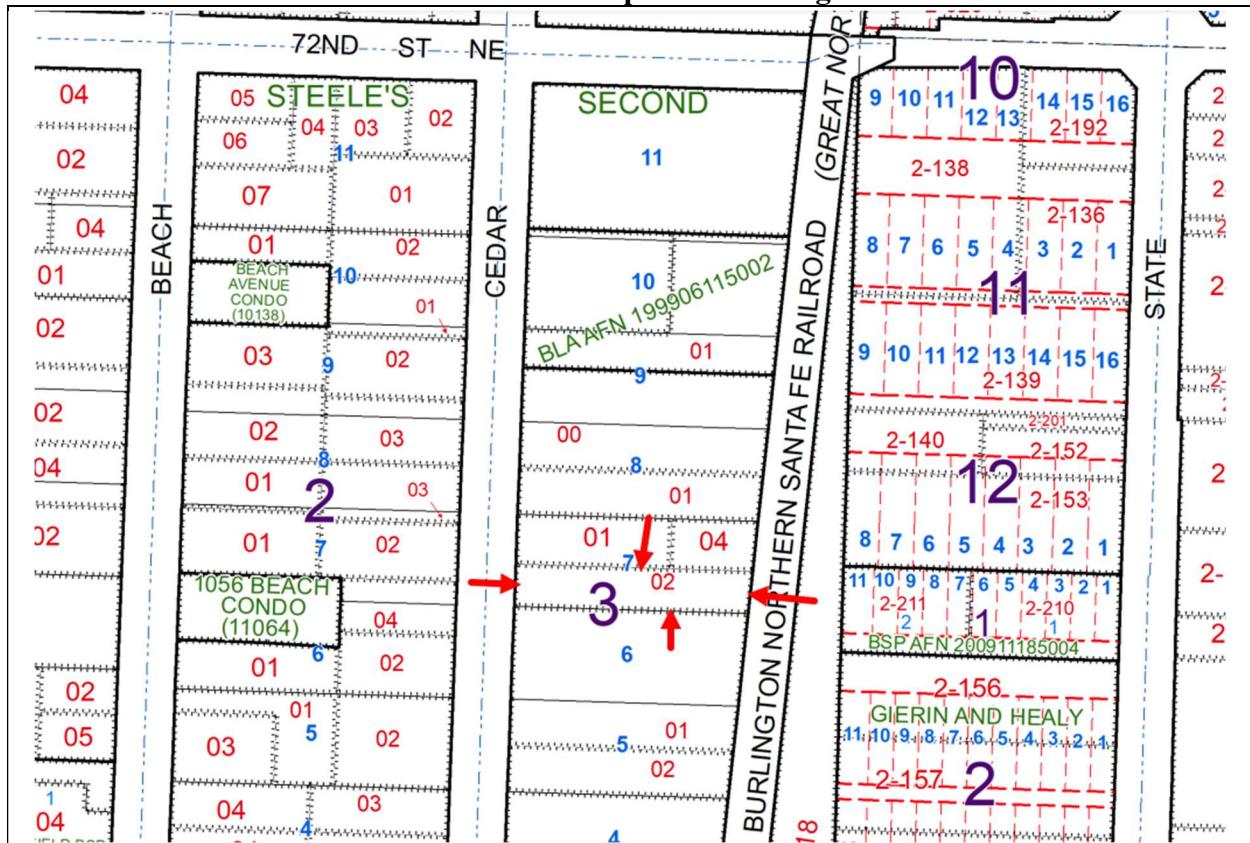
Comments: All public utilities are available to this property. Topography is level on grade. Narrow site with sidewalks has asphalt parking and driveway to rear of the building. Costar notes a daily traffic count of 9,838 in 2022.

Confirmed with Costar, CBA, Realist, deed, excise tax, city and county websites.

No other market sale found in the past 10 years and no listing.

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Additional Comparable 6 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

Sold, Comparable 7 – 606 Cedar Ave, Marysville, WA

Left: My photos taken 6/4/2024.

Right: CBA photos



Looking NE on Cedar Ave, comp is on the right



Looking SE on Cedar Ave, comp is on the left



Buyer	MLC Reload LLC
Seller	Buse Lumber Reload LLC
List Price	No listing found
Sale Price & Date, Deed	\$2,000,000, 6/16/2023, Special Warranty Deed
Site Size	57,259 SF
Buildings	Retail building close to the sidewalk, pole building, industrial
Building age, total size	1930, 1,746SF retail/office& 754 SF pole. 1965, 2,844 SF warehouse
Financing	Likely cash
Auditor's File # Parcel #	202306160117 00518500200700, 00576200(100600, 600900, 600700)
Zoning, features	Was GC, now Flex

Comments: This is the property my client purchased. The subject alley and 5th Street adjoin this property. All public utilities are available to this property. Topography starts on grade and is mostly level. Site has sidewalks and fronts an alley. Costar notes a daily traffic count of 9,838 in 2022.

Confirmed with Costar, CBA, Realist, deed, excise tax, city and county websites. Two northerly tax parcels (00518500200700 and 00576200100600) had a prior sale for \$1,045,000 in April 2018. No other market sale found in the past 10 years and no listing.

Additional Comparable 7 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

Sold, Comparable 8 – 1098 Cedar Ave, Marysville, WA

Left: My photos taken 6/4/2024.

Right: NWMLS photos 9/15/2023



Looking SE, this property is the far corner



Looking E from Cedar Ave



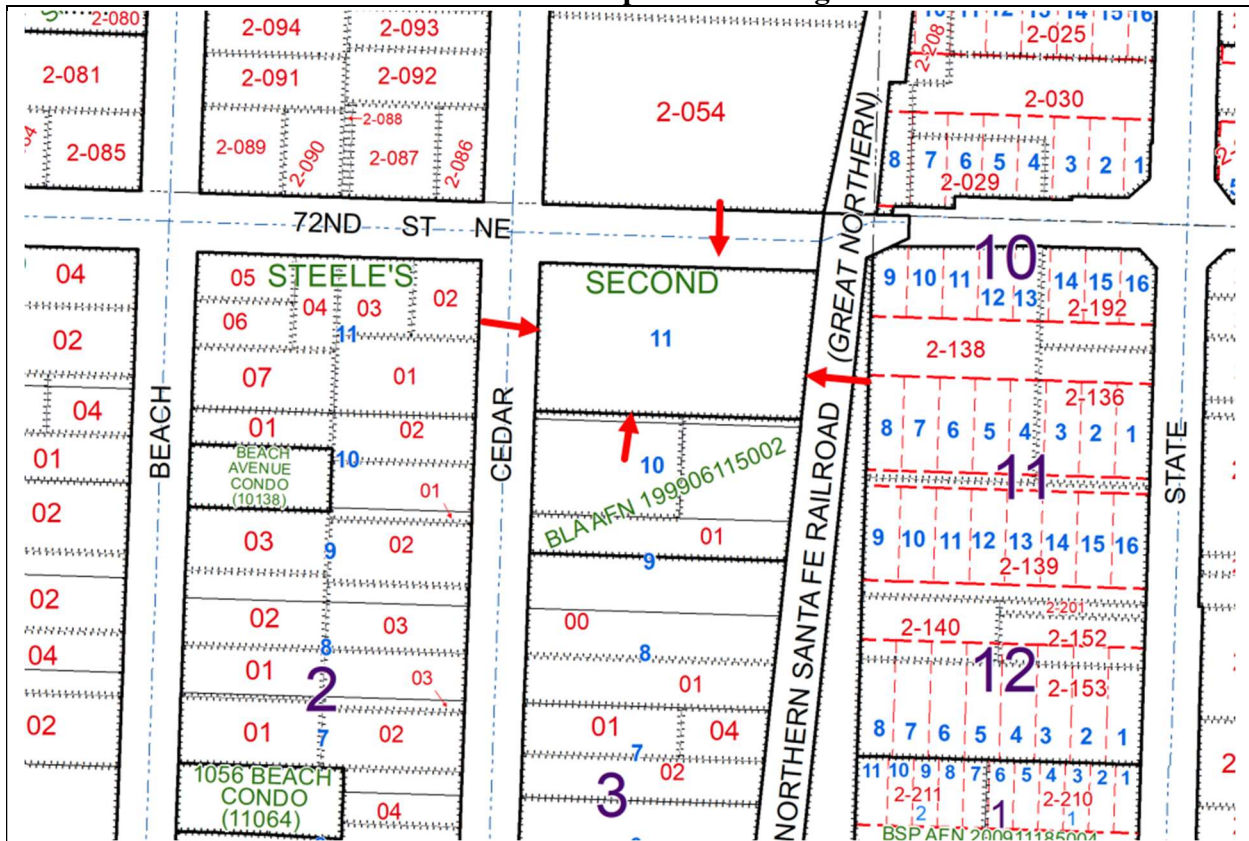
Buyer	Housing Authority of Snohomish County
Seller	Nelson Partners LLC
List Price	\$1,995,000 on 9/15/2023
Sale Price & Date, Deed	\$1,500,000, 2/16/2024, Statutory Warranty Deed
Site Size	72,387 SF
Buildings	None
Building age, total size	N/A
Financing	Cash
Auditor's File # Parcel #	202402160180 00585600301100
Zoning, features	Flex residential, backs up to the same railroad tracks

Comments: All public utilities are available to this property. Topography starts on grade then slopes up to the east a few feet. Corner site has sidewalks. Costar notes a daily traffic count of 9,838 in 2022 on Cedar Ave. Traffic on 72nd St NE was reported as 6,201 in 2022. Total daily traffic is 16,039.

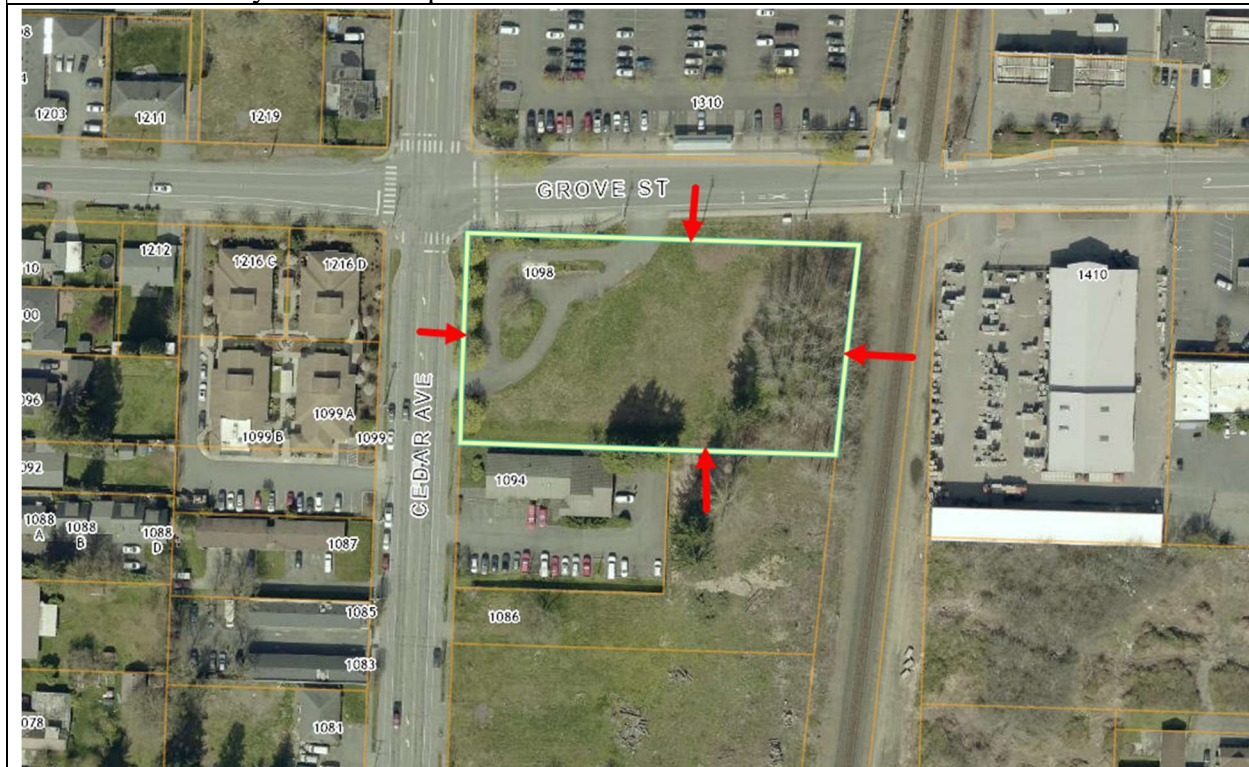
Listing # 2162623 in the NWMLS. Listing brokers Debbie Barger Smith, Windermere RE 425-356-9177 and James Rowley, Windermere RE 360-653-2509. Confirmed with NWMLS, Costar, CBA, Realist, deed, excise tax, city and county websites.

No other market sale found in the past 10 years and no listing.

Additional Comparable 8 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

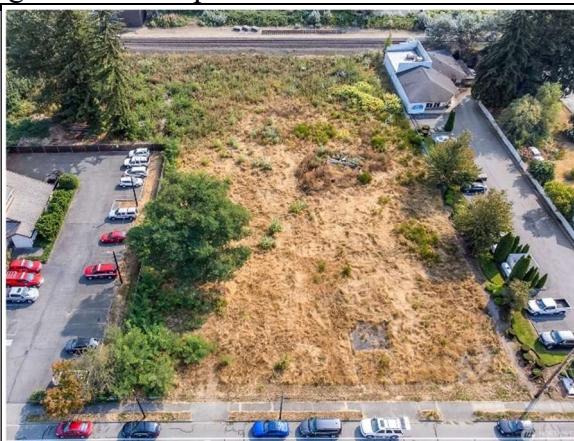
Sold, Comparable 9 – 1086 Cedar Ave, Marysville, WA

Left: My photos taken 6/4/2024.

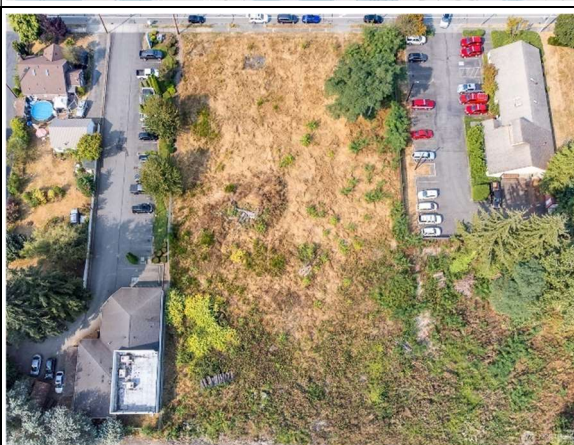
Right: NWMLS photos 7/20/2023



Looking SE from Cedar Ave



Looking E from Cedar Ave



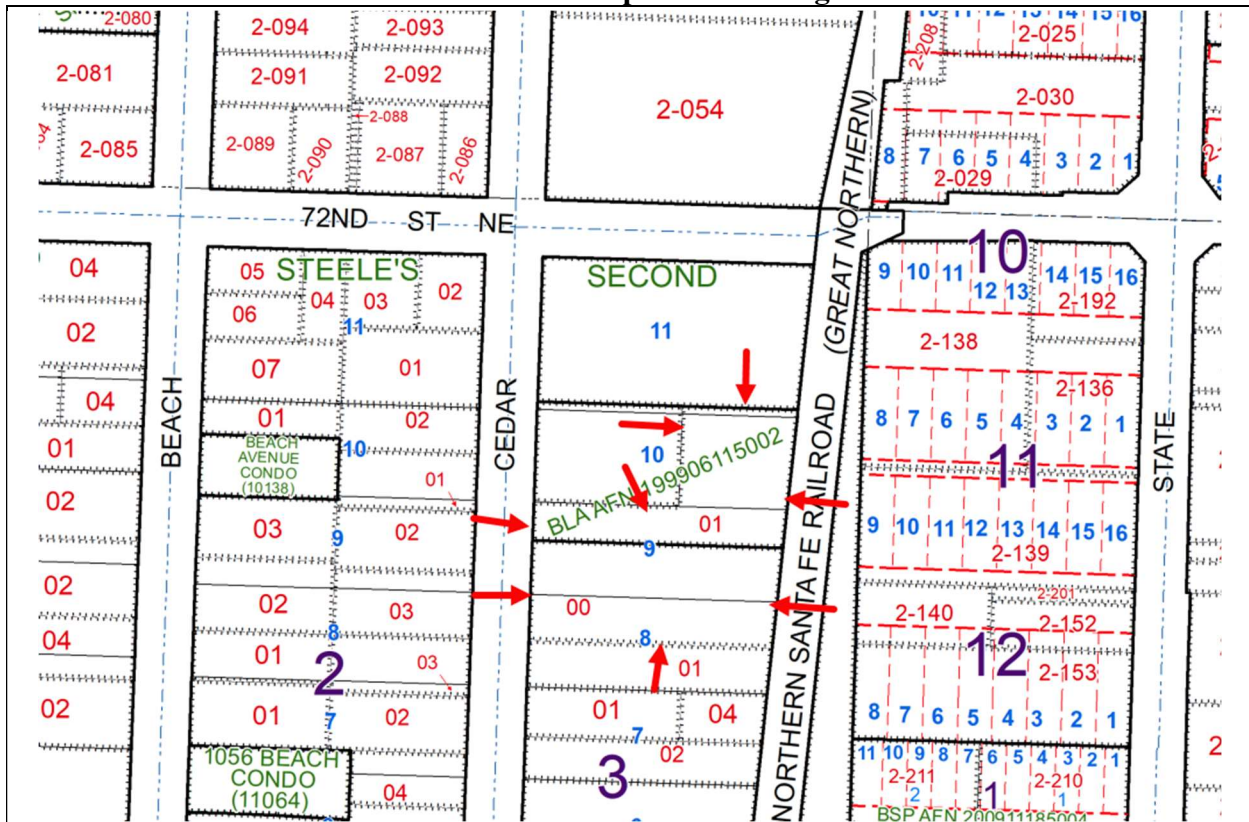
Buyer	Housing Authority of Snohomish County
Seller	Mark Robertson and Terry Robertson
List Price	\$1,898,000 on 7/20/2023
Sale Price & Date, Deed	\$1,500,000, 2/15/2024, Bargain and Sale Deed
Site Size	76,766 SF
Buildings	None.
Building age, total size	N/A
Financing	Cash
Auditor's File # Parcel #	202402150165 00585600300901 and 00585600300800
Zoning, features	Was MU, now Flex residential, backs up to the same railroad tracks

Comments: All public utilities are available to this property. Topography starts on grade then slopes up to the east a few feet. Mid-block site has sidewalks. Costar notes a daily traffic count of 9,838 in 2022.

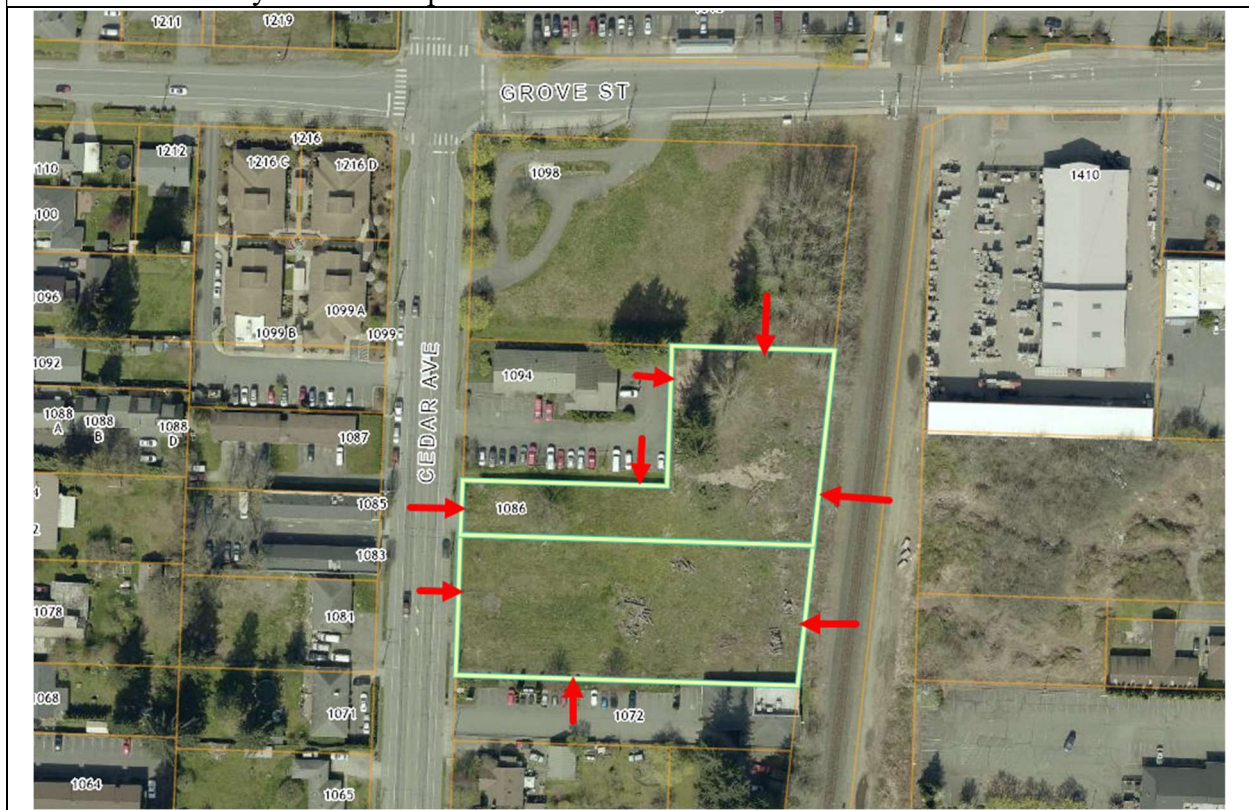
Listing # 2141344 in the NWMLS. Listing brokers David Maider, Windermere RE 206-227-9493 and Lauren Hendricks, Windermere RE 206-999-9161. Confirmed with NWMLS, CBA, Realist, deed, excise tax, city and county websites.

No other market sale found in the past 10 years and no listing.

Additional Comparable 9 Images



Snohomish County assessor map



Snohomish County PDS aerial photo

Subtotal* Adjustment grid for Comparables 1 to 5

SUBTOTAL ADJUSTMENT GRID FOR LAND COMPARABLES USING PRICE PER SF - 1 to 5, of 9											
	Subject 5XX Cedar Ave Marysville	Comp. No. 1 SOLD 514 Ash Ave Marysville	Comp. No. 2, SOLD 1094 State Ave Marysville	Comp. No. 3 SOLD 515 Cedar Ave Marysville	Comp. No. 4 SOLD 104 Beach Ave Marysville	Comp. No. 5, SOLD 805 Cedar Ave Marysville					
List Price per SF of usable site			\$100.88	not listed			\$59.23	not listed		not listed	
List Price to Sale Price Discount		-6%	\$6.30			2%	(\$1.45)				
Sale Price per SF of usable site			\$94.58		\$72.72		\$60.68		\$24.52		\$34.83
		Description	Adjust- ment	Description	Adjust- ment	Description	Adjust- ment	Description	Adjust- ment	Description	Adjust- ment
Real Property rights conveyed	Fee Simple	Fee simple	\$0.00	Fee simple	\$0.00	Fee simple	\$0.00	Fee simple	\$0.00	Fee simple	\$0.00
Adjusted price			\$94.58		\$72.72		\$60.68		\$24.52		\$34.83
Financing		seller financing	\$0.00	Conventional	\$0.00	FHA	\$0.00	private party	\$0.00	Conventional	\$0.00
Adjusted price			\$94.58		\$72.72		\$60.68		\$24.52		\$34.83
Conditions of sale		Typical	\$0.00	Not listed	\$0.00	Typical	\$0.00	Not listed	\$0.00	Not listed	\$0.00
Adjusted price			\$94.58		\$72.72		\$60.68		\$24.52		\$34.83
Expenditures after purchase		none known	\$0.00	none known	\$0.00	none known	\$0.00	none known	\$0.00	none known	\$0.00
Adjusted price			\$94.58		\$72.72		\$60.68		\$24.52		\$34.83
Recorded Sale Date	6/4/2024	4/8/2022,		7/17/2023		10/27/2023,		12/30/2022,		9/13/2023,	
adjustment months x %	date of value	26 x 0%=0%	\$0.00	11x 0%=0%	\$0.00	8x 0%=0%	\$0.00	18x 0%=0%	\$0.00	9x 0%=0%	\$0.00
SubTotal Adjusted Price			\$94.58		\$72.72		\$60.68		\$24.52		\$34.83
Location, daily traffic count (000s)	Urban/Avg, 10K	Urban/ Avg, 8K		Urban/ Avg, 17K		Urban/ Avg, 10K		Urban/ Avg, 2K		Urban/ Avg, 12K	
adjustment %		0%	\$0.00	-1%~	(\$1.00)	0%	\$0.00	+5%~	\$1.00	0%	\$0.00
View	no significant	no significant	\$0.00	no significant	\$0.00	no significant	\$0.00	no significant	\$0.00	no significant	\$0.00
Shape adjustment %	modified rectangles	irregular, ~ +1%	\$1.00	rectangle 0%	\$0.00	rectangle 0%	\$0.00	rectangle 0%	\$0.00	rectangle 0%	\$0.00
Topography, corner or alley adjustment %	level, no	level, corner	\$0.00	level, no	\$0.00	gentle, alley	\$0.00	level, both	\$0.00	level, both	\$0.00
Utilities	all public	all public	\$0.00	all public	\$0.00	all public	\$0.00	all public	\$0.00	all public	\$0.00
Zoning	Flex	Flex	\$0.00	Downtown core	\$0.00	Flex Res.	\$0.00	Flex Res.	\$0.00	Flex Res.	\$0.00
Site size (SF)	add 5,634	2,178		3,348		5,227		7,200		10,454	
Site front feet	add 75'	154'	(\$0.50)	26'	\$1.00	60'	\$0.00	180'	(\$0.50)	205'	(\$0.50)
Improvements -	none	building value already removed from sale price	\$0.00	building value already removed from sale price	\$0.00	building value already removed from sale price	\$0.00	building value already removed from sale price	\$0.00	building value already removed from sale price	\$0.00
Remaining adjustment			\$0.50		\$0.00		\$0.00		\$0.50		(\$0.50)
Indicated price per SF of usable			\$95.08		\$72.72		\$60.68		\$25.02		\$34.33
% Overall Net Adjustment			1%		0%		0%		2%		-1%
% Overall Gross Adjustment			2%		3%		0%		6%		1%

Subtotal Adjustment grid for Comparables 6 to 9

SUBTOTAL ADJUSTMENT GRID FOR LAND COMPARABLES USING PRICE PER SF - 6 to 9, of 9									
	Subject 5XX Cedar Ave Marysville	Comp. No. 6 SOLD 1060 Cedar Ave Marysville	Comp. No. 7, SOLD 606 Cedar Ave Marysville	Comp. No. 8 SOLD 1098 Cedar Ave Marysville	Comp. No. 9 SOLD 1086 Cedar Ave Marysville				
List Price per SF of usable site		not listed		not listed		\$27.56		\$24.72	
List Price to Sale Price Discount					-25%	\$6.84	-21%	\$5.18	
Sale Price per SF of usable site			\$23.04	\$31.17		\$20.72		\$19.54	
		Description	Adjust- ment	Description	Adjust- ment	Description	Adjust- ment	Description	Adjust- ment
Real Property rights conveyed	Fee Simple	Fee simple	\$0.00	Fee simple	\$0.00	Fee simple	\$0.00	Fee simple	\$0.00
Adjusted price			\$23.04		\$31.17		\$20.72		\$19.54
Financing		seller financing	\$0.00	Cash	\$0.00	Cash	\$0.00	Cash	\$0.00
Adjusted price			\$23.04		\$31.17		\$20.72		\$19.54
Conditions of sale		Not listed	\$0.00	Not listed	\$0.00	Typical	\$0.00	Typical	\$0.00
Adjusted price			\$23.04		\$31.17		\$20.72		\$19.54
Expenditures after purchase		none known	\$0.00	none known	\$0.00	none known	\$0.00	none known	\$0.00
Adjusted price			\$23.04		\$31.17		\$20.72		\$19.54
Recorded Sale Date	6/4/2024	1/13/2024		6/20/2023		2/16/2024		2/15/2024	
adjustment months x %	date of value	5 x 0%=0%	\$0.00	12x 0%=0%	\$0.00	4x 0%=0%	\$0.00	4x 0%=0%	\$0.00
SubTotal Adjusted Price			\$23.04		\$31.17		\$20.72		\$19.54
Location, daily traffic count (000s) adjustment %	Urban/Avg, 10K	Urban/ Avg, 10K 0%	\$0.00	Urban/ Avg, 10K 0%	\$0.00	Urban/ Avg, 16K 0%	\$0.00	Urban/ Avg, 10K 0%	\$0.00
View	no significant	no significant	\$0.00	no significant	\$0.00	no significant	\$0.00	no significant	\$0.00
Shape adjustment %	modified rectangles	rectangle 0%	\$0.00	irregular 0%	\$0.50	rectangle 0%	\$0.00	irregular 0%	\$0.00
Topography, corner or alley adjustment %	level, no	level, no	\$0.00	level, alley	\$0.00	gentle, corner	\$0.00	level, no	\$0.00
Utilities	all public	all public	\$0.00	all public	\$0.00	all public	\$0.00	all public	\$0.00
Zoning	Flex	Flex Res.	\$0.00	Flex	\$0.00	Flex Res.	\$0.00	Flex Res.	\$0.00
Site size (SF)	add 5,634	16,988		57,259		72,766		76,766	
Site front feet	add 75'	55'	\$0.00	615'	(\$1.00)	543'	(\$1.00)	180'	(\$0.50)
Improvements -	none	building value already removed from sale price	\$0.00	building value already removed from sale price	\$0.00	none	\$0.00	none	\$0.00
Remaining adjustment			\$0.00		(\$0.50)		(\$1.00)		(\$0.50)
Indicated price per SF of usable			\$23.04		\$30.67		\$19.72		\$19.04
% Overall Net Adjustment			0%		-2%		-5%		-3%
% Overall Gross Adjustment			0%		5%		5%		3%

Preceding grids show the adjustments made to each comparable's price per SF of site. The comparables are compared to the subject by making adjustments for variations in transaction features and various physical characteristics. Adjustments should not be interpreted as being absolute, but rather are included for illustrative purposes, and reflect an attempt to systematize the comparison of the subject and comparables.

When the comparable has a superior feature, as compared to the subject, a negative adjustment is made to the comparable's price per square foot. When the comparable has an inferior feature as compared to the subject, a positive adjustment is made to the comparable's sale price per square foot. Market conditions adjustment brings the comparables up to the date of valuation for the subject. After adjustments, each of the comparables provide an indicated subtotal price per SF of site area, with no site size adjustments made, to be used to value the subject using regression analysis.

SUPPORT FOR ADJUSTMENTS

Transactional Adjustments

- ◆ Sales appear to represent the fee simple estate. No adjustments for differing property rights are necessary.
- ◆ Closed comparables were purchased with cash, conventional, or private financing. Sometimes favorable private or seller financing can inflate the sale price. I have no evidence this occurred with these comparables. No adjustments are needed for untypical financing.
- ◆ Comparables involved typical buyers and sellers in this market. To my knowledge the sales were arm's length transactions. The data does not show that listed properties sold for a premium over those not listed. No adjustments were made for unusual sale conditions.
- ◆ Sale prices were not lowered to reflect repairs to be made by the buyer immediately after the purchase.
- ◆ The adjustment for changing market conditions is made for at the rate of 0% per month. A detailed analysis was made earlier in the report that showed minimal price per SF changes occurred for commercial properties in Marysville over the past 18+- months.

Property Adjustments

Remaining adjustments consider differences in location, physical characteristics, economic characteristics, use, and non-realty components (if any).

- ◆ Location adjustments were based on average daily traffic counts, and are only made to Comparable 2 with the highest traffic count on State Ave, and to Comparable 4 with the lowest traffic count on Beach Ave/ 1st St.
- ◆ Small shape adjustment of ~ +1% was made for Comparable 1, due to its narrow triangular shape. It is easier to place buildings efficiently on a more rectangular site.
- ◆ Corner sites and sites with alleys often sell at a higher price per square foot. The comparables used in this appraisal did not show this effect and no corner or alley adjustments were made. All of the properties had similar topography.
- ◆ No adjustment was made for variations in site sizes. Instead, the adjustment grid results in a subtotal price per SF of usable site area from each comparable. I left the influence of site size differences to a more precise process using regression analysis. Small sites have many potential

buyers and bid up the price paid per SF. Large sites have few potential buyers, buyers know this and offer to buy at lower prices per SF. Another reason large sites sell for less per SF is they have longer construction times due to larger buildings. This added carrying costs is factored in by paying less per SF for the site.

- ♦ Minor adjustments for comparables with smaller or larger relative amounts of front feet were made. Larger frontages allow for more visibility of any commercial building on the site.

SUBTOTAL SUMMARY AND ANALYSIS USING REGRESSION

Without making an adjustment for site size, the nine sold comparables support the following prices per SF: \$95.58, \$72.72, \$60.68, \$25.02, \$34.33, \$23.04, \$30.67, \$19.72 and \$19.04. These subtotal figures are for useable sites that do not have easements with street utilities running through their lots. The value of the subject's added 5,634 SF is the difference of my client's property at 57,259 SF and my client's property with 62,893 SF that includes the added 5,634 SF for the alley and 5th street.

On the next page I created an Excel chart using these nine adjusted subtotal prices per SF and their site sizes. After the chart was created, I had Excel add a regression trendline.

Site size	Price/ Square Foot
2,178	\$95.02
3,348	\$72.72
5,227	\$60.68
7,200	\$25.02
10,454	\$34.33
16,988	\$23.04
57,259	\$30.67
72,387	\$19.72
76,766	\$19.04

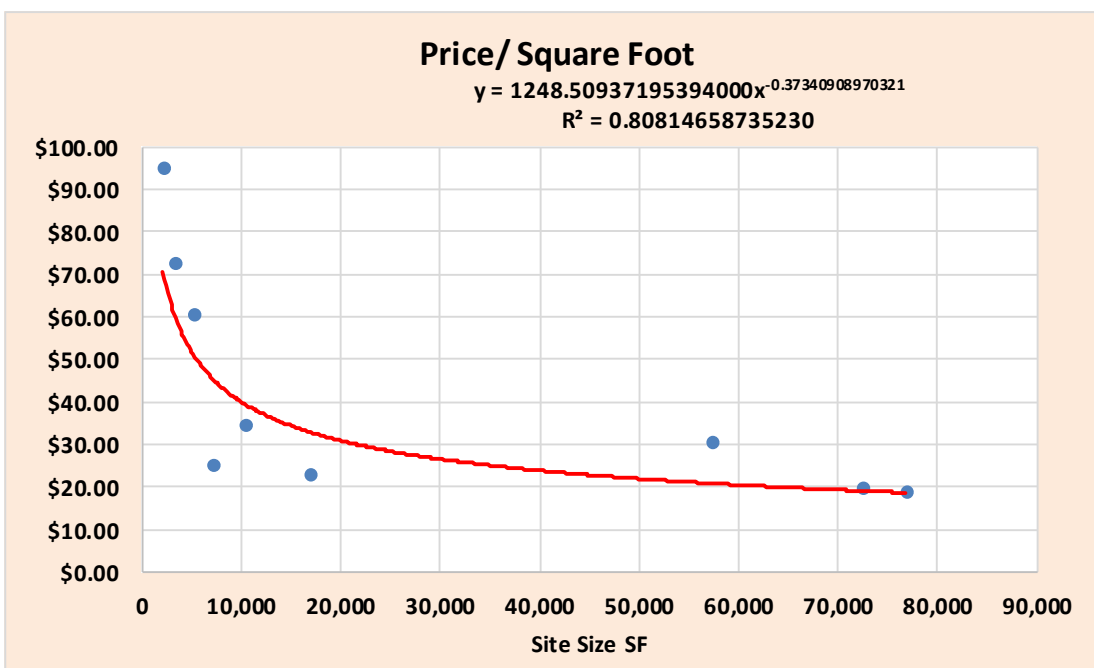
I typically use the regression equation that results in the best fit of the trendline to the data points. In this case, the power equation resulted in a strong fit with R^2 (the coefficient of determination) being 0.8081+. The trendline equation predicts the sale price per SF for a given site size with 80.81% accuracy.

Below the chart I show the regression formula and insert the subject's two site sizes of 57,259 SF (as purchased by my client) and 62,893 (as purchased plus the alley and 5th Street) in for x in the equation.

The equation predicts a market price per SF for the subject's as purchased site size at \$20.88189 and a total market value of \$1,195,676.

The equation predicts a market price per SF for the subject's as purchased site size plus the alley and 5th Street at \$20.16276 and a total market value of \$1,268,097.

The difference between these two is \$72,421, rounded to \$72,000, the contributory value of the subject property: the alley and 5th Street.



Site SF $y = 1248.50937195394000x^{-0.37340908970321}$
 57,259 \$20.88189
 62,893 \$20.16276

Value
\$1,195,676 as purchased
\$1,268,097 with alley & 5th Street
\$72,421 Value of alley & 5th Street
\$72,000 Rounded

SUMMARY AND CONCLUSION OF THE SALES COMPARISON APPROACH

Estimated values are derived from nine nearby sales of similar zoned land with a variety of site sizes. Several back up to the same railroad tracks as the subject. For the improved properties I subtracted the contributory value of the improvements using a ratio derived from the assessor's ratio of land to total assessed value. Multiplying this land ratio to the sale price effectively removes the improvement value for analysis purposes. Based on the above analysis and discussion, fee simple value of the subject alley and 5th Street is \$72,000 by the sales comparison approach.

Comparable 7 is the recent purchase by my client of the property adjoining the alley and 5th Street. In the table titled Summary of Land Comparables, the contributory value of the land was estimated using assessor's land to total assessed value ratio. It estimated a contributory land value of \$1,784,858. This is considerably higher than the \$1,195,676 predicted by the regression equation. A likely reason for some of this discrepancy is that my client considered the improvements to have more value than the assessor's improvement value of \$148,900 or the \$215,142 portion of the sales price estimated as the contributory value of the improvements. My client noted they will continue using the property as a lumber yard.

On the above excel chart, Comparable 7's subtotal price per square foot is above the regression line. Comparables 4 and 6 prices per square foot are a similar distance below the regression line.

Using 9 sales of commercial land helps to support a trendline with good market support. The subject alley and 5th Street are being valued as the difference between the two predicted prices to extract the marginal value from adding 5,634 SF on to my client's existing property.

Reconciliation and Final Opinion of Value

The final value for the subject property is arrived at by weighting each of the indicated values from the approaches used.

The cost approach was considered but not applied. The subject alley and 5th Street are vacant. Completing this approach is not needed to arrive at credible assignment results.

The sales comparison approach is used exclusively to value the subject. Perfect comparables would have been what other property owners paid for adjoining alleys and streets. I did not find any recent sales of portions of alleys or streets. It could incorrectly be argued that the sale of small commercial sites could be used directly to value the subject. Small commercial sites are part of existing subdivided lots that were designed to support buildings. Lots in a subdivision placed utility easements outside the building envelope, typically along a street frontage or along another lot line. Subject alley and 5th Street have city owned utility easements running through them; improvements built over these easements would be at risk of removal if the city needed to dig up an easement for repairs or enhancements. The analysis used in this appraisal calculates market value as the marginal contributory value of \$72,000 of the subject alley and 5th street, to the site purchased by my client.

The comparables bracket various features of the subject property. Comparables are considered reliable value indicators to extract the marginal contributory value for the subject alley and 5th street. In this report the sales comparison approach was given all the weight in arriving at the final opinion of value.

The income approach was considered but not applied. Subject alley and 5th Street do not have a rental history. Completing this approach is not needed to arrive at credible assignment results.

Final opinion of market value for the subject added 5,634 SF, on June 4, 2024, is:

\$72,000

Estimated Exposure Time

The subject is expected to have had a 5-month exposure time. This is the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Four comparables were listed and had the following exposure times: 185, 239, 154, and 210 days, or 6.2, 8.0, 5.1, and 7.0 months. These were properties located on typical buildable land without easements running through them. I used the lower end of this range as it allows for an adequate negotiation time frame and closing period for the subject alley and 5th Street.

Estimated Marketing Time

Marketing time from the four comparables that were listed ranged from 87 days to 194 days. These were properties located on typical buildable land without easements running through them; potential buyers were extensive. Subject alley and 5th Street would normally be offered for purchase to

the adjoining property owner(s). This is not a typical property as it has a limited number of users. A marketing time of 3 months for the subject is reasonable. This is the marketing time considered to take place going forward from the appraisal date to negotiate with the most likely buyer.

Deductions and Discounts

No deductions or discounts are necessary for this property. The value provided is an ‘as is’ value for the fee simple interest.

Privacy Policy

I do not release any personal confidential information to third parties, other than required by law.

Addenda Items

APPRAISAL CONTRACT – 1 page

APPRAISER'S QUALIFICATIONS – 5 pages

APPRAISAL CONTRACT – 1 PAGE

PROFESSIONAL SERVICES AGREEMENT

This agreement is between Ben Powell (client), and Campos Appraisals, Inc. (appraiser).

Client and Appraiser agree on an appraisal of real estate as follows:

1. The subject property is comprised of two halves of an alley north of tax parcel 00576200600700, and the north half of 5th Street south of the same tax parcel. It is portions of public rights-of-way adjoining your property that you are purchasing from the City of Marysville. There are no tax parcel numbers and no addresses for these portions of land. There are no assessor records for these vacant portions of public rights-of-way. Legal descriptions for these land areas, provided by the client, are included with this contract.

2. The problem to be solved is to provide an opinion of market value for the subject property. Market Value is defined in Washington Administrative Code WAC 458-07-030. Appraisal will be used by the client for decision making purposes and negotiations with the City of Marysville. Any increase in the scope of the assignment, such as reviewing another appraiser's report or providing additional values as of another date, will require an additional fee.

3. Appraiser agrees to exercise independent judgment and to complete the assignment in accordance with the Code of Professional Ethics and Standards of Professional Conduct of the Appraisal Institute and Washington State laws.

4. The estimated completion time for the report will be May 3, 2024. The client will be notified at completion and final payment will be made. Once the final payment is received a PDF electronic copy will be provided. Paper copies are available at \$25 a copy.

5. The fee for professional services of \$4,800 USD will include a written Appraisal Report.

*This is a fixed fee with no additional cost unless the scope of the assignment is increased.

*Payment for appraisal services will require a retainer of at least \$2,400 paid in advance and the remaining balance, if any, upon completion. Court testimony, depositions, or appearance at any mediation, arbitration or tax appeal hearing will be charged separately at the rate of \$350 per hour with a two-hour minimum plus travel and parking expenses.

Payment of the fee is not contingent upon client agreeing with the opinion of value. Appraiser will consider and respond quickly to any new information revealed during the review process.

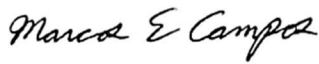
6. The client and appraiser agree that the above sets forth fairly the agreement between them this 23rd day of April, 2024. With receipt of a copy of this agreement signed by the client and payment of the retainer, work will be authorized to proceed.

Thank you for the opportunity to be of service.

CLIENT: 

4/29/24

Campos Appraisals, Inc.
3425 228th St SW, Brier, WA 98036-8270



Marcos E. Campos, MAI, SRA
General Certified Real Estate Appraiser
#1100850, marc@camposabb.com, TID 91-1478048
work 425-775-1750, fax 425-670-2553, cell 206-992-7761

APPRAISER'S QUALIFICATIONS – 5 PAGES

Page 1 of 5

MARCOS E. CAMPOS

EDUCATION:

Graduate of Stanford University in California with a Bachelor of Science degree in Industrial Engineering. (1983)
Stanford University Honorary Alumni of the Department of Management Science and Engineering. (2003)

EXPERIENCE:

-Co-Owner and now owner of Campos Appraisals from January 1, 1989 to present. Incorporated in 1990.
-Full time real estate appraiser associated with Cascade West Appraisal Service, Inc. from 7-1983 to 12-31-1988.
-Related work experience during college years included: Residential and commercial construction, remodeling, plumbing & heating.

PROFESSIONAL DESIGNATIONS:

Since December 1992 - MAI, commercial designation issued by the Appraisal Institute.
Since December 1990 - Senior Real Property Appraiser (SRPA) supported by the Appraisal Institute.
Since August 1987 - SRA, residential designation issued by the Appraisal Institute.
I have completed the requirements for Designated Members of the continuing education program of the Appraisal Institute until 12-31-2027.

STATE CERTIFICATION:

I am a State-Certified General Real Estate Appraiser. # 1100850. Issue Date is 5-31-91. Expiration Date is 4-30-25.

PROFESSIONAL TRAINING AND AFFILIATIONS:

* Appraisal Institute (AI) - SREA and AIREA merged in 1991

Education:

Advanced Land Valuation: Sound Solutions to Perplexing Problems – took course and passed 6-8-2021, 7 hours
Comparative Analysis – took course and passed 4-12-2021, 7 hours
Advanced Concepts & Case Studies – took course and passed 7-23 to 7-30-2014, 38 hours
Advanced Market Analysis and Highest and Best Use – took course and passed 4-28 to 5-14-2014, 35 hours
General Appraiser Market Analysis and Highest & Best Use – took course and passed 3-10 to 13-2014, 30 hours
Advanced Income Capitalization – took course and passed 3-3 to 7-2014, 33 hours
Quantitative Analysis – took course and passed 12-3 to 9-2013, 35 hours
Course 430BDM - Appraisal Curriculum Overview (2-day general), 11-4 & 5- 2010, 15 hours
USPAP by AI 3-05, 3-07, 4-09; taught the class ~26 times through 5-20, 7 hours each
Course 430 - Standards of Professional Practice, Part C - 9-97 & 11-00, 15 hrs, 6-07, 8 hrs
Course 330 - Apartment Appraisals: Concepts and Applications- took course and passed 11/99, 16 hours
Organized the RM - SRA Sample Residential Appraisal Notebook - summer 1992
Passed the MAI Experience Review Process - July 1992
Passed Standards of Professional Practice, Part B - April 1992
Passed the MAI Comprehensive Exam - February 1992
Organized the "Appraisal Regulation" seminar by the Seattle Chapter - February 1992
Organized RM - SRA Designated Members Meetings for the Seattle Chapter.

Region & National:

Region 1 National Nominating Committee for 2017
Chair of local investigative committee 2012
Region 1 nominating committee Chair in 2008
Chair and Vice Chair Region 1 and member of national Board of Directors, 2005 through 12-31-2007
One of five people that ran for the national Vice President position during 2007
Committees: Finance, Chapter National Region Project Team, Education Macro Vision Topic Work Group, 2005-2007
National experience review screener
Region 1 representative on the national AI Residential Council (set SRA designation standards), 2003-2004
Member Region 1 Nomination Committee

Leadership in the Seattle Chapter:

2016 and 2012- Member of Nomination Committee
2009- Chair of Technology Committee, Member of Nomination Committee
2005- Chair Residential Associate Member Guidance committee
2004- Appraiser of the Year, Chair residential Associate Member Guidance committee
2003- Served on ethics case, chair of endowment fund, developed & presented a 7 hour seminar
2002- Chair Nomination & Long Range Planning Committees, served on an Ethics Committee
2001- President, 2000- Vice President, 1999- Treasurer
1998- Regional Representative

– Continued –

1997- Chairman of the YAC Committee, worked on a seminar, served on Ethics & Experience Review Committees
 1996- Director, Conducted MAI Experience Reviews, Regional Ethics and Counseling Panel
 1995- Director, Membership Services, Experience Review Committees
 1994- Director, Nomination, Endowment, Education, Membership Services, & Experience Review Committees
 1993- Nominating Committee, Chairman of the Young Advisory Council (YAC) Selection Committee
 1992- Nominating Committee, Regional Representative, Residential Coordinator, YAC in New Orleans, LA 3-1992
 1991- Regional Representative, Residential Coordinator
 Served on Chapter Trial Committees for Ethics Violations Cases
 National Committee Member of the Residential and General Experience Review Panel

Publications:

"Significant Changes to Cost Handbook" article published in Working RE Magazine - summer 2008
 "Rising Prices in a Declining Market" article published in online Premium Content of Working RE Magazine – 3-2008
 "No, I Won't Back Down" article published in Working RE Magazine - October 2002
 Contributor to the local chapter newsletter

*** SOCIETY OF REAL ESTATE APPRAISERS (SREA) PRE 1991:**

Passing grade on Income Property Demonstration Report 1990 & Residential Demonstration Report in 1987, member
Education:

Course 202 - Applied Income Property Valuation - challenged & passed
 Course 201 - Appraising Income Property - passed
 Course 102 - Applied Residential Property Valuation
 Course 101- Intro to Appraising Real Property - took courses & passed
 Professional Practice and Code of Ethics by the SREA - 15 hour with test - passed (1990).

Leadership:

Elected Treasurer for 1991, Committee member on first joint SREA-AIREA local seminar
 Committee member and secretary of local SREA-AIREA unification steering committee
 Attended the SREA 1990 Young Advisory Council meeting in Florida - March 1990
 Member of the Board of Directors for Seattle Chapter # 20 - 3 years

Publications:

Appraisal Tools Article published in SREA National Magazine - 1990
 Newsletter Editor for Seattle Chapter # 20 - 3 years

*** AMERICAN INSTITUTE OF REAL ESTATE APPRAISERS (AIREA) PRE 1991:**

Education: Capitalization Theory and Technique Part A and Part B - challenged courses and passed.

*** TEACHING**

Appraisal Institute, 7 Hour National USPAP, 11-07; 2,3,10,12-08; 2-09; 2,10-10; 5-11; 3-12; 1,4-16; 1,6,10-17; 1x3,3,5,6-18;
 2x2-19; 1x2-20; 2-23, 1x2; 2-24, 7 hours each
 Appraisal Institute, Appraisal Institute Business Practices & Ethics, 10-08; 2-10; 1-12; 2-13; 1-14; 1-15; 1-17; 1-18; 6-19; 1-20;
 12-22, 1-24, 7 to 6 hours each
 Appraisal Institute, General Appraiser Sales Comparison Approach, 2 & 10-08, 4 & 10-09, 4-11, 3-13, 10-13, 30 hrs each
 Appraisal Institute, General Appraiser Site Valuation and Cost Approach, 9-2009, 3-2011, 30 hours each
 Appraisal Institute, The New Residential Market Conditions Form, 3-18-2009, 3-20-2009, 3-24-2009, 3 hours each
 Appraisal Institute, General Appraiser Income Approach Part II, 8-2008, 30 hours
 AQB Awareness Training for Appraisal Institute Instructors, 5-2007, 2 hours
 Appraisal Institute, Basic Appraisal Procedures, 4-2006 & 2-2007, 30 hours each
 Appraisal Institute, Residential Market Analysis & Highest and Best Use, 4-2007, 15 hours
 Attended AI Instructor Leadership & Development Conferences 10 & 11-04 (16 hrs), 7-06 (17 hrs), and 12-07 (21 hrs)
 North Seattle Community College, 2003 through Fall 2015, RES 125 Real Estate Math, 20 hours each
 North Seattle Community College, spring 2006, RES 185 Residential Site Valuation & Cost Approach, 15 hours
 Passed 15-hour Instructor course, Approved instructor by WA State DOL for real estate agents, from mid 2005 to 2009
 Appraisal Institute approved national instructor, Basic Appraisal Principles, 1-2005 & 9-2005, 30 hours each
 North Seattle Community College, spring 2002, RES 180 Principles of Real Estate Appraisal, 30 hours

*** APPRAISER STATE POLITICS**

Served on Appraisal Instructor Qualifications subcommittee of the WA DOL Real Estate Appraiser Commission
 Attend some Appraisers' Coalition of WA meetings. It represents all WA appraisers concerning legislative matters.
 Have testified at state legislature hearings on bills affecting appraisers
 Attended Washington Dept. of Licensing Real Estate Appraiser Commission meetings
 Served on the Washington Real Estate Appraiser Commission Education Work-group

– Continued –

*** PUBLIC SPEAKING**

Developed & presented 'Appraisals for non-lending assignments', 1.5 hrs, AI Bellevue, 6-2023
 Developed & presented 'Detailed Support for Various Adjustments in Appraisal Reports', 3 hrs, ACOW Tacoma, 8-2018
 Developed & presented 'Analyzing the Highest and Best Use is FUN, Isn't it?', 1.5 hours, AI Tukwila & Mt. Vernon, 4-2017
 Developed & presented 'Valuing partially built properties & fixers', 1.5 hours, AI Seattle, 3-2014
 Developed & presented 'Using Excel to Support Adjustments', 1.5 hours, AI Seattle, 10-2013
 Developed & presented 'How to Determine Difficult Adjustment Factors using Regression', 1 hr, ACOW Tacoma, 8-2013
 Developed & presented 'How to Determine Difficult Adjustment Factors using Regression', 1.5 hours, AI Seattle, 3-2013
 Developed & presented 'Using Excel to Create a Better Appraisal Report', 3 hours, AI Seattle, 11-2012
 Developed & presented 'Market Conditions: Researching, Recognizing, Reporting, Using Excel', 45 min, AI Seattle, 3-12
 Developed & presented Residential Appraising in the USA to a Japanese government delegation, 1.5 hrs, Seattle KC Realtors, 3-2012
 Developed & presented 'Residential: Supporting the Adjustment', 1 hour, AI Seattle, 12-2009
 Developed & presented 'Writing narrative reports', 1 hour seminar, AI Seattle, 3-2008
 Developed & presented Appraising for Dissolution, Residential Trends, Meet the Client, Technology for Appraisers, 6 hrs, AI Seattle, 11-2007
 Developed & presented 'How to measure a house', 45 minute talk, AI Seattle, 4-2007
 Developed & presented part of 'What is a Backyard Worth?', 7 hour seminar, AI Seattle, 4-2006
 Developed & presented 'Case Studies and the Cost Approach- NW Properties', 7 hour seminar, AI Seattle, 4-2006
 Developed & presented part of 'Appraising High Value Homes' 1 & 2, 4 hour seminar, AI Seattle, 10-2005 & 10-2006
 Developed & presented part of 'Appraising High Value Homes', 7 hour seminar, AI national Convention, 7-2005
 Developed & presented a 12 hour seminar on 'Narrative Residential Appraisals', AI Seattle, 9-11 & 25-2004
 1-hour presentation on 'The Income Capitalization Approach Made Simple', AI Seattle, 10-1-2003
 Moderator at ACOW at the Summit V 6 hour seminar, ACOW, 8-22-2003
 Developed & presented a 7 hour seminar on 'What is a Backyard Worth?', AI Seattle, 1-24-2003
 1-hour presentation on 'Sending Appraisals Electronically', ACOW at the Summit seminar, 8-17-2001
 Elected president of the Lynnwood Lunchmasters Toastmasters club for 2001, I am an ATM Bronze
 Moderator & panelist for 'How to Pass A Tough Reviewer When Completing Residential Properties', 2 hrs, AI Seattle, 4-19-00
 Co-speaker for 'Unusual Residential Properties' 2 hour Forum, AI Seattle, 1-19-00
 Moderator at Appraising Complex NW Properties, presented appraising a million+ dollar residential property, AI Seattle, 11-10-98
 1/2 hour presentation on computers, digital cameras & color laser printers at AI seminar, 11-13-97
 3/4 hour presentation on appraising a multi-million dollar residential property at AI seminar, 5-21-97
 Moderator at the April 30, 1997 AI residential seminar in Bellevue, WA titled 'Meet The Clients'
 1/2 hour presentation about 'The Appraisers' Monthly' in Lynnwood, WA, at the Snohomish County NAIFA meeting, 6-95
 1/2 hour seminars on appraising residences from the sellers perspective, John L. Scott Real Estate, Kirkland, 3-7-1994+.
 1/2 hour presentation on Construction Appraising, Seattle Chapter of Professional Mortgage Women, Seattle, 4-15-1993.
 1/2 hour seminar on enhancing computers for appraisers at Regional Conference, Seattle, 7-10-92

*** SEMINARS AND MEETINGS**

Fall Conference by AI (11/2/23, 7 hrs), ASA RP130 Transforming Appraisals with ChatGPT: A Practical Guide, (5/9/23, 1.2 hrs), ACOW 2022 Summer Conference by ACOW (6-16,17-22, 14 hrs), 2019 Annual Conference, by AI (7-23,24-19, 10 hrs), Fall Conference by AI (10/5/18, 7 hrs), 2018 Annual Conference, by AI (7-30,31-18, 9 hrs), Environmental Issues and the Appraisal, by AI (6/21/17, 2 hrs), 2017 Annual Conference, by AI & AI Canada (6-9,10,11-17, 10.5 hrs), Introduction of the Uniform Appraisal Dataset by McKissock (4/10/17, 2 hrs), Fall Conference by AI (10/18/16, 7 hrs), Summer Conference 2016: Day 1, by ACOW (8/18/16, 7hrs), Environmental Risk Management Updates and Best Practices for Lenders and Appraisers, by AI (10-20-15, 2 hrs), The Emerging Marijuana Industry and its Impact on Real Estate, by AI (4-1-15, 7 hrs), Perspectives on Tax Appeals, by AI (10-23-14, 2 hrs), Fall Real Estate Conference 2014, by AI (10-2-14, 7 hrs), Subdivision Seminar, by AI (9-10-14, 4 hrs), Defining Micro Apartments: Projects & Policies, by AI (5-7-14, 2 hrs), All Residential, All Day, by AI (3-25-14, 7 hrs), Fall Real Estate Conference, by AI (10-10-13, 7 hrs), Law and the Appraiser, by AI (5-15-13, 2 hrs), All Residential, All Day, by AI (3-26-13, 7 hrs), The Future of Real Estate Appraisal, by AI (3-6-13, 2 hrs), Fall Real Estate Conference, by AI (11-14-12, 7 hrs), Appraising for Lenders in the New Economy, by AI (10-17-12, 2 hrs), All Residential, All Day, by AI (3-16-12, 7 hrs), State of the Multi-Family Market, by AI (2-15-12, 2 hrs), Fall Real Estate Conference, by AI (10-27-11, 7 hrs), Sustainability & Green Building Trends, by AI (10-19-11, 2 hrs), The Universal Appraisal Dataset from Fannie Mae and Freddie Mac, by AI (7-27-11, 7 hrs), Appraising Vacant Land, by AI (5-17-11, 2 hrs), Chief Appraiser Roundtable, by AI (2-16-11, 2 hrs), 2010 Fall Real Estate Conference, by AI (11-30-10, 7 hrs), Land Leases, by AI (10-20-10, 2 hrs), Single- and Multi-Family Housing Update, by AI (5-18-10, 2 hrs), Auction Price = Market Value?, by AI (2/23/10, 2 hrs), 2009 Fall Real Estate Conference, by AI (12-1-09, 7 hrs), Changes Facing Residential Appraisers, by AI (5-20-09, 2 hrs), All Residential All Day, by AI (3-24-09, 4 hrs), Appraisers "Only" Locator, by NWMLS (2-27-09, 3.5 hrs), Fall Real Estate Conference, by AI (11-5-08, 7 hrs), Build-a-house construction cost seminar, by AI (10-15-08, 2 hrs), Residential Appraising - How to handle a changing market, by AI (3-28-08, 7 hrs),

– Continued –

What do Lenders Really Want?, by AI (2-20-08, 2 hrs), Residential Appraising- Planning for Success, by AI (3-9-07, 7 hrs), Commercial Real Estate Forecast, by AI (11-3-06, 7 hrs), High Value Homes - Part 2, by AI (10-20-06, 4 hrs), What is a backyard worth?, by AI (4-7-06, 7 hrs), Hypothetical Conditions & Extraordinary Assumption Seminar, by AI (2-15-06, 2 hrs), Subdivision Seminar, by AI (9-21-05, 4 hrs), Proposed Trainee Regs & State Update, by ACOW (8-18,19-05, 9 hrs), Five AI Convention seminars: Professional's Guide to URAR, Mathematical Modeling, Residential Hot Buttons, How Capital Markets are Influencing Real Estate, Valuing High End Homes (7-8,9-05, 20 hrs), CCIM Site to do Business, by AI (4-20-05, 2 hrs), Mortgage Fraud Case Studies, by AI (2-18-05, 6 hrs), Appraisal Technology Applications, by AI (2-16-05, 2 hrs), Residential Retrofit, Tired of Appraising Commercial Properties, Residential Consulting, Who Gives You The Authority: Reviewer, by AI (10-22-04, 6 hrs), Fannie Mae Forms Workshop, State RE Appraiser Program, If only the Appraiser had said No, by ACOW (8-19,20-05, 9 hrs), RE Appraiser Commission Meeting, by DOL (3-10-05, 2 hrs), Out of Recession, by ACOW (3-1-04, 3 hrs), Appraisal Independence, by AI (2-24-04, 2 hrs), What is Legally Permissible?, by AI (2-18-04, 2 hrs), Current topics in RE finance & land use planning, by AI (10-15-03, 2 hrs), Small income property appraising for residential appraisers, by AI (10-1-03, 6 hrs), ACOW at the Summit V, ACOW (8-22-03, 9 hrs), RE Appraiser commission meeting (8-21-03, 2 hrs), Washington State Appraisal Issues Update by AI (5-21-03, 2 hrs), Real Estate Outlook by AI (2-19-03, 2 hrs), What is a backyard worth? by AI (1-24-03, 7 hrs), Understanding Mold Claims & Managing Risk by AI (9-18-02, 2 hrs), Mortgage Lending Regulations & Legislation, Loss Prevention for RE Appraisers, Contamination Issues in Appraising- ACOW at the Summit IV (8-15,16-02, 12 hrs), RE Appraiser Commission meeting (8-15-02, 2 hrs), Puget Sound Office Market by AI (6-7-02, 7 hrs), Fannie Mae - An Appraisal Issue Update by AI (5-31-02, 2 hrs), RE Appraiser Commission meeting (5-17-02, 2 hrs), Master Planned Community Development by AI (4-17-02, 2 hrs), Mark to Market by AI (2-20-02, 2 hrs), Easements and Their Effect on Value by AI (11-29-01, 4 hrs), Partial Interest Valuation - Divided & Undivided by AI (10-4,5-01, 14 hrs), ACOW at the Summit III by ACOW (8-17-01, 6 hrs), Tax Appeals: Real & Personal Property Values by AI (6-23-01, 3 hrs), Appraiser Regulators: Panel by AI (6-23-01, 2.5 hrs), Office Space Odyssey 2001 by AI (4-5-01, 2 hrs), Fee Collection Strategies for Appraisers by AI (4-6-01, 2 hrs), State of the Valuation Profession Seminar by AI (2-21-01, 2 hrs), Current Trends in the Multi-Family Housing Market by AI (1-26-01, 7 hrs), The High Tech Tenant by AI (11-15-00, 2 hrs), Appraisal Industry Change, AIRD- CMDC- FNC Data Delivery, & FBI- Appraisal Fraud & How to Avoid it by ACOW (8-18-00, 6 hrs), How to Pass a Tough Reviewer by AI (4-19-2000, 2 hrs), Appraisal of Unusual Residential Properties by AI (1-19-00, 2 hrs), Appraiser's Legal Liability by AI (10-27-99, 4 hrs), Waterfront Properties Forum by AI (2-24-99, 2 hrs), Office & Multifamily Market Updates Forum by AI (2-17-99, 2 hrs), 1998 Revisions to the NWMLS forms by WAR (1-4-99, 3 hrs), Environmental Influences On Valuation by AI (10-21-98, 7 hrs), High Density Housing Dynamics Seminar by AI (5-8-98, 7 hrs), Appraising High-Value & Historic Homes by AI (4-17-98, 7 hrs), The High-Tech Appraisal Office Seminar by AI (11-14-97, 7 hrs), Technology Expo by AI (11-13-97, 4 hrs), Appraising Special Purpose NW Properties by AI and Appraising Complex NW Properties by AI (5-21-97, 8 hrs), Meet the Client by AI (4-30-97, 8 hrs), Tomorrow's Appraiser- satellite videoconference by AI (10-18-96, 4 hrs), The Appraiser in Cyberspace - Using the Internet by AI (2-21-96, 4 hrs), Legal Liabilities and Responsibilities of Appraisers by Appraisers' Coalition of WA (1-29-96, 4 hrs), FANNIE MAE Limited one-family Residential Appraisal and Summary Report by AI (11-15-95, 4 hrs), Appraisal of Retail Properties by Appraisal Institute (10/1995, 7 hrs), Appraisal Reporting of Complex Residential Properties by Appraisal Institute (5/1995, 7 hrs), 1995 Spring Conference covering appraisal trends, EDI, and right-of-way acquisition and valuation by Appraisal Institute (5/1995, 8 hrs), Mark Ramsey from FNMA covered the new Condo and 1-4 family forms by Appraisal Institute (4/1995, 7 hrs), Appraising for FHA (11/1994, 8 hrs), Tax Deferred Exchanging & Tax Implications of Owning Real Estate (9/1994, 8 hrs), How to Manage Projects, Priorities & Deadlines by National Seminars Group (7/1994, 7 hrs), Understanding Limited Appraisals and Appraisal Reporting Options Seminar by Appraisal Institute (7/1994, 7 hrs), Financing Commercial Real Estate Seminar by Appraisal Institute (4/1994, 4 hrs), Appraising Residential Properties by Bank of California (11/1993, 6 hrs), New URAR and FIRREA by Appraisal Institute (10/1993, 7 hrs), Apartment Valuation Seminar by Appraisal Institute (5/1993, 5 hrs), Residential Appraisal Review by Appraisal Institute (10/1992, 4 hrs), Regional Conference Education Program by Appraisal Institute (7/1992, 7 hrs), Spelling, Grammar and Punctuation Skills by Skill Path, Inc. (6/92), Appraising Manufactured Housing by Washington Mutual Savings Bank (5/1992), How to Value Income Property by Palmer Groth & Pietka (5/1992, 7 hrs), Appraisal Regulations by the Appraisal Institute (2/1992, 4 hrs), 'Fair Value/ What it is & How to Estimate' by Appraisal Institute (8/1991), Improving Appraisal Skills by Appraisal Institute- included state licensing, FNMA and OTS/FIRREA speakers (1991), PHH Homeequity seminar on Relocation Appraising (1991), Reviewing Appraisals seminar by AIREA (1990), Office of Thrift Supervision seminar on Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) - Title XI (1990), Port of Seattle seminar by AIREA & SREA (1990), Easement seminar by AIREA (1990), Easement seminar by AIREA (1990), 2-4 Family Appraisal Report Form by SREA and FNMA (1989), 2-4 Family Appraisal Report Form by SREA and FNMA (1989), Mock Trial seminar by SREA (1989), Winter seminar, commercial division by SREA & AIREA (1989), Professional Practice and Code of Ethics by the SREA (1988), Subdivision Analysis by AIREA (1987), Attended a Cash Equivalence & Structural Engineer Seminar offered by the SREA (1986), Completed the Uniform Energy Rating course offered by Western Resources Institute, Attended seminars for the FHLBB Regulation 563.17-1A, the Uniform Residential Appraisal Report & several other professional meetings by the SREA & the AIREA.

* THE APPRAISAL FOUNDATION

AQB Certified USPAP Instructor ID # 44987, 11-13-2023 to 12-31-2025, continuously certified since 2007
The Appraisal Foundation Instructor Training, Dallas, TX, 5-2007, 18+- hours

* JUDICIAL SYSTEM

Qualified as an Expert Witness in Snohomish, Island & King County Superior Courts, See www.camposabb.com for list of cases.
Expert Witness Volunteer at the U.W. Law School - 9 years

– Continued –

ASSIGNMENTS:

Over 4,700 appraisal reports for residential, condominiums, manufactured homes, building sites and multi-family properties, which include 2-119 unit apartments and rooming houses. Narrative reports include proposed residential plats (both lots and houses), proposed condominium projects, churches, office, retail, industrial and other income producing properties. Reports have been in the following counties: King, Snohomish, Island, Skagit, Kitsap, San Juan, Whatcom, Pierce and Kittitas. I appraised one of the highest residential listings (\$40 million) in the Puget Sound and one of the largest houses (36,000+ SF) in Washington State.

THOMAS E. COULTON, JR. FOUNDATION FOR APPRAISAL EDUCATION

This was a non-profit trust that provided financial assistance to various students taking Real Estate Appraisal courses. I volunteered my time as a director and officer for several years.

THE APPRAISERS' MONTHLY

I started this national appraisal newsletter. The theme of the newsletter was to support excellence in the field of Real Estate Appraisal through summaries of articles, solutions for appraisal problems, better utilization of computers, dialogue, class and seminar listings for all appraisal groups, etc. Publication is currently suspended.

WEBSITE & COMPANY INFO

www.camposabb.com, Email address is marc@camposabb.com.

Mailing address: 3425 228th St SW, Brier, WA 98036-8270, phone: 425-775-1750, cell: 206-992-7761, fax: 425-670-2553

CLIENTS WORKED FOR IN THE PAST:

Mortgage	City Federal Savings	GE Capital	Mountain Pacific Bank	Sterling Mortgage
Alliance Funding Co.	Coast Mortgage	GMAC Mortgage	Mt. Baker Bank	Summit Savings
Allstate Ins.	Colonial Mortgage Co.	Goldome Rainier	Navy Fed. Credit Union	Trust for Public Land
American Residential	Action Columbia Bank	Great American First	North County Bank	Travelers Mortgage
American Savings Bank	Continental Savings Bank	Great Northwest Federal	Pacific First Federal	United Bank
Bank of America	CTX Mortgage Co.	Hamilton Savings Bank	Pacific Northwest Bank	University Federal S & L
Bank of California	Eagle Mortgage, Inc.	Home Equity (PHH)	PHH US Mortgage Corp	University Savings Bank
Bankers Mutual	Empire of America Realty	HomeStreet Bank	Phoenix Mortgage & Invest.	U.S. Bancorp
Benj. Franklin S & L	Enterprise Bank	Household Finance	Pioneer Bank	U.S. Bank of Wash.
Boston Company	Evangelical Christian C U	IMPACT REIT	Prime Pacific Bank	U.S. Savings Bank
Cascade Bank	Everett Mutual Savings	Inland Empire Mort.	Puget Sound Savings	U.S. Credit Corp
Centrum Mortgage	Family Savings	Interwest	Safeway Credit Union	Venture Bank
Charter Bank	First Interstate	Key Bank	Seafirst Bank	Viking Bank
Chase	First Mutual	Key Corp. Mortgage	Sears Mortgage	Wash. Credit Union
Citicorp	First Republic Bank	Lane Mortgage	Seattle Metropolitan CU	Washington Federal
City Bank	First Savings	Lender's Services	Security Mortgage	Washington Mutual
City Credit Union	1st Nationwide Bank	Meridian Mortgage	Security Pacific Bank	Wells Fargo Bank
CityFed Mortgage	Frontier Bank	Mortgage Services	Shelter Mortgage	
Attorneys	Private Individuals	Insurance Companies	City of Sultan	City of Lake Forest Park
King County	City of SeaTac	City of Redmond	City of Bellevue	City of Tukwila
Snohomish County Facilities Management Dept		Snohomish County Fire Dept	City of Shoreline	City of Seattle
King County	City of SeaTac	City of Redmond	City of Bellevue	City of Tukwila
City of Kenmore	Washington State			

Revised: May 15, 2024



MARYSVILLE
ENGINEERING SERVICES

August 19, 2025

NOTICE OF PUBLIC HEARING BEFORE THE MARYSVILLE CITY COUNCIL

File Number: LDA 24 - 0007

File Name: Matheus Lumber

Proposal:

A petition has been filed with the City of Marysville, in accordance with MMC Chapter 12.32, requesting vacation of an unopened right-of-way consisting of 4,181 square feet.

Location:

Adjacent to 1301 4th Street

City Contact:

Jeff Laycock
Engineering Services Director
jlaycock@marysvillewa.gov
(360) 363-8274



Hearing Details:

Marysville City Hall - Council Chambers
501 Delta Avenue (2nd Floor)
Marysville, WA 98270
Monday, September 8, 2025, at 7:00pm

Citizens will have the right to provide written and oral comments and suggestions regarding the street vacation as proposed by pre-registering at www.marysvillewa.gov/remotepubliccomment before noon of the hearing. Citizens wishing to listen to the hearing without providing comment can join the meeting by Zoom link <https://us06web.zoom.us/j/86246307568> Or Dial toll-free US: 888 475 4499 Meeting ID: 862 4630 7568

Special Accommodations:

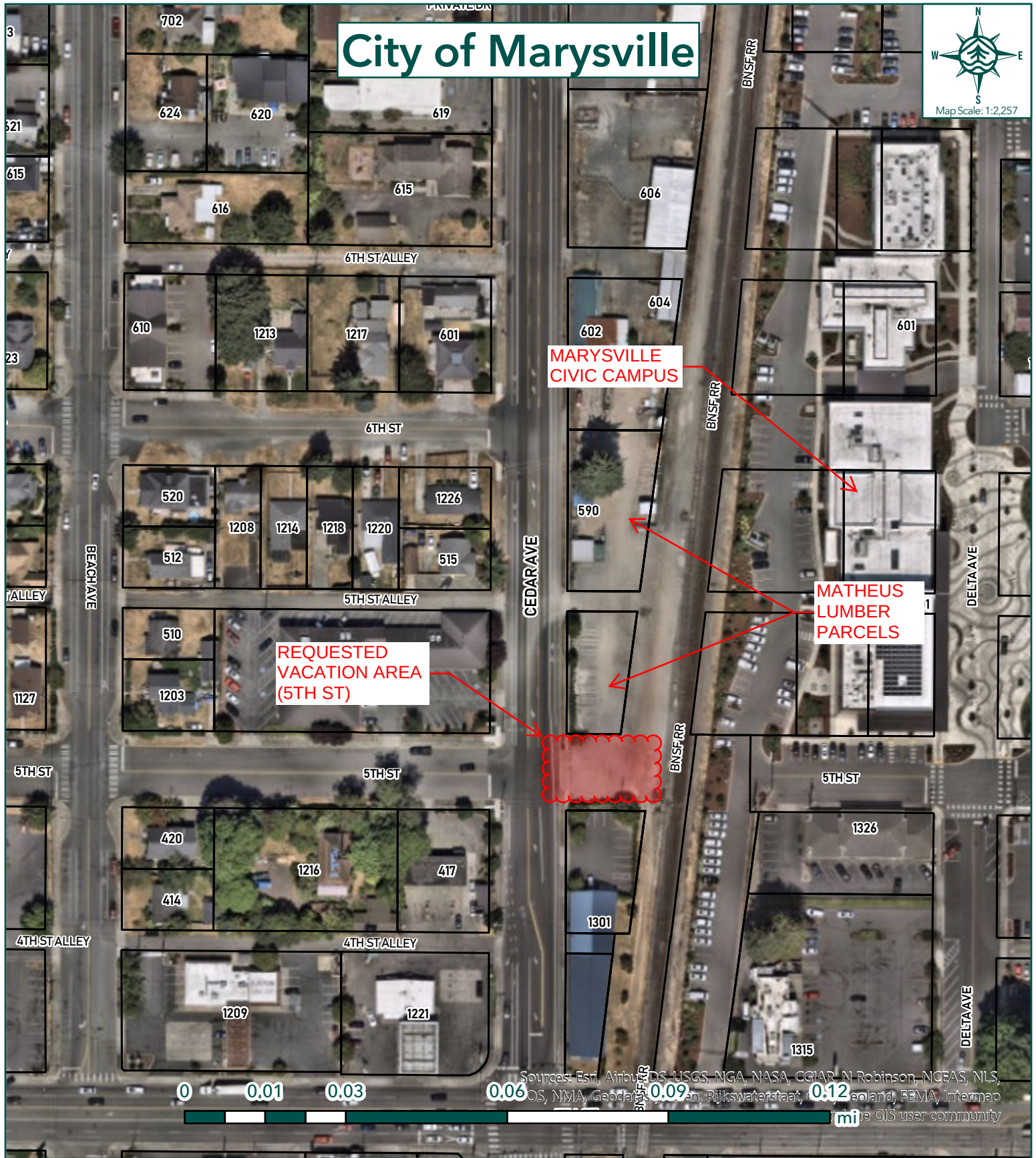
The City of Marysville Strives to provide accessible meetings for people

(360) 363-8100

Civic Center
501 Delta Ave
Marysville, WA 98270

with disabilities. Please contact the City Clerk's office at 360-363-8000 OR 1-800-833-6384 (Voice Relay) or 1/800-833-6388 (TDD Relay) two days prior to the meeting date if any special accommodations are needed.

**THIS NOTICE IS NOT TO BE REMOVED, MUTILATED OR
CONCEALED IN ANY WAY BEFORE DATE OF HEARING.**



- Legend**
- MSVL Parcels
 - City of Marysville

The City of Marysville provides the information on this web GIS "AS IS" and makes no warranties of any kind, express or implied, regarding the accuracy, currency, completeness, or quality of this map. Users assume all responsibility for its use and hold the City harmless from any damages arising from its use.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Steven Miller, Engineering
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Professional Services Agreement with MacLeod Reckord for final design, permitting, and right-of-way services for the Bayview Trail Connector - Phase 1
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the Professional Services Agreement with MacLeod Reckord for final design, permitting, and right-of-way services related to the Bayview Trail Connector – Phase 1 in the amount of \$594,414.87.
SUMMARY:	On November 8, 2021, the City council approved an agreement with MacLeod-Reckord (M-R) to provide 30% design for the Bayview Connector Trail. This trail will link Marysville and Lake Stevens between 64th ST NE (Marysville), and 8th ST SE in (Lake Stevens). This PSA was funded by a \$504,700 grant from the State of Washington, Department of Commerce. After completion of preliminary work, M-R has completed the alignment and 30% design for the total 4.7 mile length of trail. At this time, it is proposed to move forward with the final design, permitting, and right-of-way acquisition for the Marysville Phase 1 section of trail. See attached phasing diagram for reference. City staff have coordinated and negotiated a scope and fee for this additional work with M-R in the amount of \$594,414.87. City staff have reviewed the scope and fee and have determined that the cost is reasonable for this work. This work is funded in part by a grant from the Department of Commerce in the amount of \$485,000. The remaining cost to the City is therefore \$109,414.87.

ATTACHMENTS:

2025-08-11_PSA_M-R_Final Design_Phase 1_MR signed.pdf

Bayview Trail.pdf

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND MACLEOD RECKORD, PLLC**

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 MacLeod Reckord, PLLC, a professional limited liability corporation, organized under the laws of the state of Washington, located and doing business at 110 Prefontaine Place South, Suite 600, Seattle, WA 98104 (“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 will commence upon last date of signature below and will terminate at midnight on **06/30/2027**, or on the day final payment is received by the Consultant if before **06/30/2027**, unless sooner terminated by either party as provided in this Agreement. The parties may extend the term of this Agreement by written 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 **five-hundred, eighty-six thousand, eight hundred, forty-eight dollars and twenty-nine cents (\$586,848.29)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes,

amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

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

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

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

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

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

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

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

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

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

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

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

4.6 INDEMNITY.

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

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

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

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

_____ (City Initials)  (Contractor Initials)

4.7 INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.9 INDEPENDENT CONTRACTOR.

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

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

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

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

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

4.10 EMPLOYMENT.

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

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) 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.

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

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

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

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

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

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

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

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

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

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

4.17 DEBARMENT. By signing this contract, Consultant certifies that it is not presently debarred or proposed for debarment, suspended, or otherwise excluded by any state or federal department or agency from participating in transactions. Consultant agrees to refrain from hiring any subcontractor or employee who is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions. Consultant must immediately notify the City if it or any subconsultant or employee is proposed for debarment or is debarred during the term of this Contract. The City may terminate this Contract if the Consultant, a subconsultant, or employee is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions.

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

Steven Miller
501 Delta Avenue
Marysville, WA 98270

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

MACLEOD RECKORD

Connie Reckord
110 Prefontaine Place South, Suite 600
Seattle, WA 98104

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

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

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

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

6.5 SEVERABILITY.

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

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

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

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

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

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

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

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

DATED _____

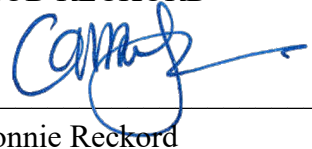
CITY OF MARYSVILLE

By _____

Jon Nehring, Mayor

DATED _____

MACLEOD RECKORD

By  _____

Connie Reckord (Name)

Its: Managing Member (Title)

ATTEST/AUTHENTICATED:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

EXHIBIT A-1
Scope of Work
August 1, 2025

City of Marysville
City of Lake Stevens
Bayview Trail Phase 1

PROJECT DESCRIPTION

The City of Marysville (CoM) seeks to extend the existing Bayview Trail between 64th Street NE / State Route 528 (SR 528) and 55th Place NE located in the City of Marysville. The project will add approximately 3,400 linear feet of new trail in Marysville and will be located in the Public Utility District #1 Snohomish County corridor inclusive of properties that are owned by the City of Marysville, Church of Nazarene, HOAs and private parties. Project improvements will include minor modifications to the existing trail north of SR 528, a crossing of SR 528, a new paved trail with selected trailside amenities, and mitigation for impact to critical areas. This project includes final design and engineering based on work completed earlier that defined a preferred route, as shown in **Exhibit A-2 30% Plan Set**. The project includes survey and mapping, critical area delineation and reporting, geotechnical evaluation and engineering, developing final engineering design documentation including a cost opinion and special provisions, and coordinating with COM, Snohomish County, and State WSDOT on issues requiring their input. Documentation format will follow City, WSDOT, and applicable State and Federal Regulations.

The Project Area is as defined in selected pages of the attached **Exhibit A-2 30% Plan Set**.

OUTLINE OF SCOPE OF SERVICES

The MacLeod Reckord team will provide final design, engineering, environmental, property and permit support services to complete the design in accordance with the WSDOT LAG Manual for the project. Scope of work shall consist of Tasks 01 through 09 as noted below.

- I. Final Design and Engineering Services
 - Task 01 Project Management
 - 02 Survey and Mapping
 - 03 Geotechnical Evaluation and Engineering
 - 04 Environmental and Permit Support Services
 - 05 Property and ROW Services
 - 06 Public Outreach / Engagement
 - 07 60% PSE and Draft Technical Reports
 - 08 90% PSE and Final Technical Reports
 - 09 100% Final Design

PROJECT TEAM ROLES AND RESPONSIBILITIES

MacLeod Reckord (Consultant) will contract with qualified subconsultants as indicated below. Roles and responsibilities are as follows:

- 1. **MacLeod Reckord PLLC (MR)** (Consultant) – Project management, client and team coordination, public outreach facilitation, trail planning, design and documentation, permit support services, overall document coordination, project oversight, and quality control.

2. **Parametrix (PMX)** – Civil engineering, temporary erosion and sediment control measures, stormwater and utilities design, environmental assessment and reporting, permit support services, and environmental mitigation planning and documentation.
3. **Transpo Group** – Transportation planning and traffic engineering, evaluation and reporting, crossing and signal design and documentation.
4. **HWA GeoSciences, Inc. (HWA)** – Geotechnical evaluation and reporting, geotechnical engineering services, and document review.
5. **RES Group Northwest LLC (RES)** – Preliminary ROW work including, but not limited to, determining property rights.
6. **Willamette Cultural Resources Associates (WCRA)** – Cultural resource assessment and reporting.
7. **PACE Engineers** – Survey and mapping.

GENERAL PROJECT ASSUMPTIONS

1. City will assist in securing rights-of-entry as necessary for Consultant team to access the project area.
2. Utilities in the ROW to be protected or relocated include water, sanitary sewer, natural gas and overhead and underground electrical and telecommunication facilities.
3. Direct correspondence and coordination with WSDOT (Local Programs) regarding crossing of SR 528 will be the responsibility of the City but may be expanded to include direct correspondence with the Consultant and Subconsultants, as approved by the City.
4. Structural evaluation of any existing facilities in the project area is not included in the scope.
5. City is responsible for advertising/notification and website posting for any public outreach events.
6. Traffic volume and traffic speed data was developed for the planning phase and is not anticipated to require updates for this project.
7. LEED™ Process is not included at this time, however sustainable building practices will be incorporated into site design as program and budget allow.
8. New or restored irrigation plans are not anticipated to be needed for this project.
9. Signage and wayfinding design does not include graphic design of sign face or detailed construction documentation. Signage design will be based on City standards provided or referenced.
10. Structural engineering is not anticipated but may be added as site conditions dictate. The addition of walls, elevated trail, or other structures will also require additional geotechnical exploration and reporting services. Additional scope and fee will be provided for City approval.
11. Management Reserve may be set aside for selected tasks.
12. Documentation: Two independent sets of documents will be prepared for the CoM and the CoLS and will include plans, specifications, estimates and supporting technical reports. The only reports that will not be in separate volumes are (a) Geotechnical Report and (b) Cultural Resources Report, however, these two reports will be organized and present their data separately for each jurisdiction. Documentation and schedule for deliverables for both jurisdictions will advance through the phases concurrently.
13. Primary Point of Contact is Steve Miller at City of Marysville. Invoicing for the project will be directed to Steve Miller, according to scope and fee proposals.

DESIGN STANDARDS / CRITERIA

1. All work will comply with City of Marysville, WSDOT, FHWA Design Manual, and AASHTO Pedestrian and Bicycle facilities design guidelines, all current editions. Conflicting guideline directives will be resolved by CoM.
2. Documentation will be in the most current version of ACAD and Civil 3D available or as mutually agreed.
3. City of Marysville named standards will be referenced for work outside the SR right of way and inside the City of Marysville.
4. WADOE, *2019 Stormwater Management Manual for Western Washington*. WSDOT, *Standard Plans*, current edition for City of Marysville design and reporting.
5. WSDOT, *Standard Specifications for Road, Bridge, and Municipal Construction*, English, current edition and Amendments.
6. WSDOT *Local Agency Guidelines Manual* (LAG), current edition
7. WSDOT *Construction Manual*, current edition
8. WSDOT *Design Manual*, current edition
9. WSDOT *Highway Runoff Manual*, current edition
10. WSDOT *Hydraulics Manual*, current edition
11. *Manual of Uniform Traffic Control Devices* (MUTCD), current edition
12. FHWA Literature and Website for Pedestrian and Bicycle Facilities, current edition

SCHEDULE

The scope of work is premised on a Notice-to-Proceed date of approximately September 2025.

Exhibit A-3 Draft Schedule shows duration but begin/end dates to be adjusted upon contract signing. Project duration is anticipated to be approximately 18 months with completion date of March 1, 2027. The City may extend the contract as allowed by grant for an additional 6 months as required.

Phases for the work are anticipated to be on the same schedule for both the CoM and City of Lake Stevens (CoLS).

TASKS

PART I –FINAL DESIGN AND ENGINEERING SERVICES

TASK 1: PROJECT MANAGEMENT

- 1.1 Coordination and Review: Coordinate the Consultant design team to ensure that the work is completed on schedule, is technically competent, and meets City's requirements. Develop and implement the work plan and provide overall coordination and review of the work. Organize and administer regular internal coordination meetings of the design team to facilitate execution of the work.
- 1.2 Coordination Meetings: Meet with City and their assigns (may include but not be limited to WSDOT, multiple City departments, neighboring City/County staff, boards, commissions, administrators, and council) to discuss and/or present project issues, schedule, progress, and general coordination of effort.
- 1.3 Document Management: Provide for the management of drawings and documents received and generated over the course of the project, including review, distribution, filing, and storage.

- 1.4 Project Schedule: Provide a detailed schedule (1 draft, 1 final, 2 updates) for the Consultant work elements, integrating project deliverables and milestones with schedules identified by City.
- 1.5 Subconsultant Management: Subconsultant management includes the preparation and execution of subcontracts with each Subconsultant involved in the project. The Consultant shall provide ongoing overview of progress, review of invoices, and overall coordination of Subconsultants involved in the project.
- 1.6 Quality Assurance/Quality Control: Conduct a quality assurance check of all deliverables prior to submittal to the City. All team members to apply their defined and proven quality control reviews/process to their specific deliverables for draft and final submittals. Budget for Subconsultant QA/QC work is covered in subsequent tasks.
- 1.7 Invoicing: Prepare and submit regular invoicing and monthly progress reports.

Assumptions:

- *Coordination and review meetings will be held remotely unless scheduled otherwise.*
- *Regular Check-In meetings with the City will be held remotely and will be scheduled approximately twice monthly. Fee includes up to additional 10% increase in number of meetings due to coordination requirements coming from two jurisdictions.*
- *Subconsulting team members will attend a percentage of Regular Check-In Meetings, as outlined in their individual fee proposals.*
- *Check-in meetings with WSDOT will be held remotely, will include team members as appropriate, and will be scheduled by the City as required to coordinate on SR crossing issues.*
- *Meetings with property owners, HOA managers, and/or utility franchise representatives are not included in this task. See Task 5 for assumptions on meetings with these parties.*
- *Project schedule will be generated as (1) draft, revised as (1) final, and updated two (2) times during the course of the project.*

Deliverables:

- *Contract Documents*
- *Meeting Notes as required*
- *Draft and Final Schedule*
- *Two updated Schedules*
- *Invoicing and Progress Reports*

TASK 2: SURVEY AND MAPPING

- 2.1 Field Survey and Mapping: Utilizing existing survey data as available from City and WSDOT sources (in particular note as-built information that may not be readily apparent on the surface such as underground utilities and overhead wire clearance). Incorporate this data as appropriate with additional field work that includes topographic, planimetric, and boundary survey, to cover all areas of work. Assemble a draft and final survey base map suitable for construction level documents. Extend to limits as shown or described in **Exhibit A-2 30% Plan Set** at 25' foot cross section intervals and minimum 25 feet on each side of designed main trail and ADA trail locations. Survey will include contracting with a City/WSDOT-approved underground utility locate service for conductible utility locating and picking up wetland delineation flags set by a (team) biologist along the corridor and should be scheduled within days of flagging. (See **Exhibit A-4 Survey Requirements**).
- 2.2 Boundary Resolution: Perform records research and field location of evidence of previous surveys, perform control measurements, and locate evidence of occupation for all parcels along the project alignment. The setting of any survey monuments at any of the exterior boundary points of the subject properties has not been included in this proposal. The

boundary of the property will be merged into the topographic mapping, as appropriate, and shown for graphical purposes only.

- 2.3 Legal Descriptions: Provide legal descriptions and exhibits for eight (8) parcels in City of Marysville supporting Task 5.

Assumptions:

- *Unless noted otherwise in **Exhibit A-2 30% Plan Set**, private/commercial parcel sidelines extending beyond limits of Utility ROW to be located utilizing GIS or assessor. Boundary survey and legal descriptions for each parcel required.*
- *Title reports for boundary research will be provided by the City.*
- *One round of comments for legal descriptions and exhibits is anticipated.*
- *Basemap CAD formatting for line type and fonts will be done by MR.*

Deliverables:

- *Formatted Base Survey, referenced to current city/county datum (horizontal and vertical) showing fully resolved right of way and property lines along with existing features including significant trees, critical areas delineation flags, test pits, and boring locations shown with reference. Provide draft and final.*
- *Format Base Survey.*
- *Draft and final legal descriptions and exhibits.*

TASK 3: GEOTECHNICAL EVALUATION AND ENGINEERING

- 3.1 Geotechnical Evaluation and Field Explorations Program: Review existing subsurface information for the 30% project alignment. Develop geotechnical exploration program to explore subsurface soil and ground water conditions for design of on-grade trail / service road and evaluation for use of dispersion at the site for stormwater management. Exploration program to meet the requirements of property owners and/or utility franchises for access, clearances, coordination of oversight, etc. Program to include excavation of up to: City of Marysville: 6 test pits advanced a minimum of 10 feet below ground surface; Task includes site visits for marking and checking utility locates and coordinating drilling and excavation subcontractors. See assumptions below for proposed explorations. Select soil samples will be tested to evaluate soil properties for use in engineering evaluations.
- 3.2 Geotechnical Engineering Recommendations: Provide summary of considerations for potential geologic hazard areas, trail / service road support, earthwork, and potential for use of dispersion for stormwater management. Following completion of the geotechnical exploration program, perform engineering analyses and evaluations of soil and ground water conditions to provide design parameters for embankment; evaluate potential for liquefaction; presence of unsuitable subgrade soils with susceptibility to long-term settlement; and evaluate slope stability. Suitability of the assumptions will be evaluated during the design phase to determine if modifications need to be made based on the selected alternatives. Organize the report into subsets for (a) City of Marysville and (b) City of Lake Stevens. Prepare a draft geotechnical engineering report summarizing the engineering analyses for the proposed improvements including evaluating potential for liquefaction, recommendations for removal of unsuitable soils within wetland areas and/or potential for long-term settlement due to placement of embankment soils, static and seismic embankment slope stability, and providing recommendations for trail pavement/surfacing design, subgrade preparation, earthwork, embankment construction, and feasibility of using dispersion. Incorporate comments from City and team and finalize documentation for permit submittal and construction contract package.

- 3.3 Final Document Review and Comment: Review 60%, 90% and 100% plans, specifications, and estimates and coordinate with team to verify that all geotechnical engineering requirements are properly incorporated into the documents.

Assumptions:

- *No right-of-way permit will be needed to conduct the test pit explorations along the trail alignment such that no geotechnical exploration memo will be needed.*
- *Explorations will be performed outside of the WSDOT SR ROW such that no WSDOT ROW permit will be required.*
- *Fee estimate assumes test pits can be performed in daylight hours Monday through Friday and that there are no work hour restrictions (such as being restricted to 6-hour work windows).*
- *Geotechnical exploration work will be coordinated with other team members providing cultural resource assessment. See Task 4.8.*
- *Explorations will not require use of Traffic Control.*
- *Test pits can be backfilled without compaction following excavation.*
- *There are no restrictions to the locations of the test pits with respect to wetlands or other critical areas. Alternate methods such as hand holes or peat probing may be implemented if this assumption is incorrect. Additional fee may be required for other options.*
- *Use of LID improvements do not require the use of infiltration and no pilot infiltration tests (PITs) are included.*
- *Pavement design assumes that utility service vehicles will use the trail. Design vehicle information will be provided prior to explorations.*
- *The scope of work is related solely to geotechnical engineering evaluation of site soil and ground water, as they relate to geotechnical design for the project improvements. Neither identification nor evaluation of contaminants that may be present in the soil or ground water is included in this scope of work.*
- *HWA will respond to one (1) round of comments on the draft geotechnical report.*
- *No separate report related to geologic hazards will be required.*

Deliverables:

- *Draft and Final Geotechnical Engineering Report*
- *Review Comments on 60%, 90%, and 100% Plan Documents*

TASK 4: ENVIRONMENTAL AND PERMIT SUPPORT SERVICES

- 4.1 Critical Areas (Wetland and Stream) Delineation: Perform field delineation within the project area as shown in **Exhibit A-2 30% Plan Set** for purposes of establishing wetland and stream boundary flagging; record data to support wetland ratings and stream classifications for critical areas reporting per City of Marysville Municipal Code. Provide thumbnail sketch of flags for surveyor. Wetland delineations will be conducted within the study area using methods described in the 2010 Regional Supplement to the U.S. Army Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region. The ordinary high-water mark of streams will also be flagged. The delineation will be along, and within 300 feet of the 30% trail alignment, where right-of-entry has been secured by the City and fieldwork is authorized.
- 4.2 Wetlands and Stream Technical Memorandum: Catalog and describe wetlands and streams identified during the Critical Areas (Wetland and Stream) delineation; assess function of wetlands and document the rating according to Washington State Wetland Rating System for Western Washington 2014 Update Version 2.0 (Hruby & Yahnke 2023); and determine buffers and stream classification according to noted criteria.
- 4.3 SEPA Checklist: Develop SEPA Checklist. City will be the SEPA lead agency and they will issue a SEPA determination consistent with their SEPA rules. Consultant will prepare a

draft SEPA Environmental Checklist for internal review that is consistent with Washington State (Chapter 197-11 WAC) and City SEPA requirements. Following review of the draft, Consultant will incorporate team and City comments into Checklist for finalization by the City and public distribution.

- a. To the extent practicable, work necessary to complete the Environmental Checklist will be undertaken using existing environmental and land use data. These existing materials will be augmented by engineering studies (TIR), surveys, and geotechnical analysis completed for the project and as noted herein. No additional studies such as air emission and noise studies or site work are anticipated to complete the SEPA Checklist. It is anticipated that the project alignment is outside of any 100-year floodplain and known contamination sites.
- 4.4 Critical Areas Report: Prepare Critical Areas Report (CAR), per City of Marysville Municipal Code to address potential impacts to wetlands, streams, and/or their buffers. The CAR will be based on 60% design information and will utilize information included in the Wetland and Stream Technical Memorandum that documents the result of the delineation.
- 4.5 Mitigation Bank Use Plan: It is assumed that the City will purchase credits from the Skykomish Habitat Mitigation Bank and Snohomish Basin Mitigation Bank to complete the mitigation requirements. Consultant will coordinate with the Ecology and U.S. Army Corps mitigation banking staff; quantify proposed impacts using Ecology's Credit/Debit Methods; and complete two Mitigation Bank Use Plans, one for each jurisdiction.
- 4.6 JARPA Section 404/401 Permitting / No Effects Memo: Prepare (1) draft and (1) final JARPA. City comments will be addressed prior to permit submittal. Pre-application meeting - and additional agency correspondence - between the US Army Corps of Engineers (Corps), Washington Department of Ecology (Ecology), City, MacLeod Reckord, and Parametrix is included as part of this task. Level of effort also includes one round of permitting agency comment, response, and resubmittal. Environmental documentation listed above and elsewhere to support JARPA permit application.
 - a. A No Effects Memo will be completed as part of the JARPA submittal for compliance with Section 7 of the Endangered Species Act.
- 4.7 Other Permit Support Services:
 - a. WSDOT General Construction Permit for SR 529 crossing. The WSDOT permit will be prepared by the City of Marysville. Supporting documents such as the BOD and PFA will be prepared as described under Task 7.7.
 - b. Ecology Coastal Zone Management Consistency Determination Form
 - c. Washington Department of Fish and Wildlife Hydraulic Project Approval (HPA)
 - d. City of Marysville Critical Areas Reasonable Use Application
 - e. City of Marysville Master Land Use Application
 - f. Ecology NPDES General Stormwater Permit.
- 4.8 Cultural Resources Services: Conduct a cultural resources assessment, consisting of a pre-field literature review and survey of the proposed Area of Potential Effects (APE) to identify any archaeological or historical resources (above ground historic-age buildings or structures) after RCO has defined the APE (assumes RCO funding). Consultant will also conduct archaeological monitoring of geotechnical investigations in Task 3.1. The archaeological monitoring protocol will be guided by an archaeological monitoring and inadvertent discovery plan to be reviewed by RCO. The results of this monitoring will be incorporated into the Cultural Resources Assessment Report. Organize the report into subsets for (a) City of Marysville and (b) City of Lake Stevens.

Assumptions:

- *Wetland delineation performed in the corridor will likely require right of entry permit application to be obtained with assistance by the City. It is anticipated there are three (3) wetlands to be delineated.*
- *It is assumed Phase 1 will result in less than 1-acre total direct impacts to wetlands or wetland buffers. City will purchase credits from the Skykomish Habitat Mitigation Bank and Snohomish Basin Mitigation Bank. It is assumed mitigation purchase would be less than 1 acre to offset wetland impacts.*
- *The scope does not include specific survey for any individual fish, wildlife, or plant species.*
- *A nationwide permit - NWP 14 or similar- can be utilized for Section 404 Corps permitting and an individual permit will not be required. It is anticipated that one (1) round of comments/responses from the agency per permit application will be needed.*
- *Formal consultation with the Services will not be required and a No Effect Memo will comply and meet Section 7 consultation requirements.*
- *Information gathered as part of the JARPA submittal will also be utilized for the HPA.*
- *HPA permitting to include one pre-application meeting per submittal with the agency, City, MacLeod Reckord, and Parametrix.*
- *JARPA and HPA applications to be based on 60% Design.*
- *Consultation with permitting agencies to verify permit requirements and need.*
- *One round of review of the SEPA Checklist is assumed. It is anticipated that SEPA will be non-significant impact determination.*
- *One round of City review for the permits listed under Task 4.7.*
- *Project complies with current land use codes and City Comprehensive Plan and will not require a Comprehensive Plan Amendment, Conditional Use Permit, or similar.*
- *One historic resource (Snohomish County PUD transmission line in City of Marysville section) will require documentation.*
- *No more than 42 shovel probes will be excavated for the archaeological survey.*
- *Dense vegetation along the trail alignment will be cleared by the City prior to the archaeological survey.*
- *The archaeological monitoring of geotechnical investigations will be completed in no more than 1.5 ten-hour days.*
- *The cultural resources survey will not identify any new, unrecorded archaeological sites or isolates.*
- *Additional cultural resources work may be required if DAHP determines that cultural resources could be affected by the project.*
- *The City will be responsible for submitting permits and support documents to the agencies and will be the point of contact for agencies for any follow-up questions and comments.*
- *City will be responsible for all permit fees or third-party review fees.*
- *City shall be responsible for the cost to produce and install the SEPA notice sign.*

Deliverables:

- *Critical Areas thumbnail mapping for surveyor*
- *Wetland and Stream Technical Memorandum, draft and final*
- *Draft and Final SEPA Checklist*
- *Draft and Final Critical Areas Report*
- *Draft and Final Mitigation Bank Use Plan*
- *Draft and Final JARPA*
- *Draft and Final Permit Applications as listed under 4.7*
- *Draft and Final Archaeological Monitoring and Inadvertent Discovery Plan*
- *Draft and Final APE consultation initiation request letter*
- *Draft and Final Cultural Resources Assessment Report*

TASK 5: PROPERTY AND ROW SERVICES

- 5.1 Administration and Meetings: Consultant will coordinate property acquisition activities with the appropriate City staff. Coordinate schedule, budget, and deliverables for the duration of the work. Prepare electronic parcel files meeting the documentation requirements of the effective WSDOT Local Agency Guidelines at the time of acquisition to include, but is not limited to, fair offer letters, recording and ancillary documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations.

Attend up to eight (8) tele/videoconference meetings with CoM to discuss ROW related topics. RESGNW will submit weekly status reports.

Assumptions:

- *City will coordinate and schedule meetings with appropriate City staff.*
- *Weekly status reports will be submitted once negotiations begin.*

Deliverables:

- *Weekly status reports (electronic copies)*

- 5.2 Title Services: Conduct final review of up to eight (8) title reports for CoM to assess type of ownership structure, existing encumbrances including access easements and potential conflicts from utility encumbrances, etc., that may require subordination agreements, reconveyances, etc., or pose obstacles or delays to the acquisition closing process. Coordinate with the City in assessing risk of existing parcel encumbrances and exceptions as they apply to the proposed acquisition on the parcel. Make recommendations regarding title encumbrances and exceptions in coordination with the City.

Assumptions:

- *Title updates will be provided by the City.*
- *Majority of this effort is coordinated directly between RESNW and the City with minimal oversight by MacLeod Reckord. Services limited to the hours shown in fee proposal.*

Deliverables:

- *Title Summaries and Updated Title Summaries, draft and final (electronic copies)*

- 5.3 Appraisal Services: Contract with a WSDOT approved Fee Appraiser for up to eight (8) Restricted Use Appraisal Reports.

- 5.4 *Negotiation Services:* Will perform property acquisition negotiation services for up to eight (8) parcels for the project. These services include:
- a. Prepare a letter of introduction to property owners.
 - b. Prepare offer and conveyance documents and submit offer packages for review by City and the governing funding agency, if applicable, utilizing WSDOT Local Agency forms or equivalent.
 - c. Promptly present offers and negotiate in good faith with property owners to acquire necessary real property rights.
 - d. Set up and maintain complete real property acquisition files for each impacted tax parcel or larger parcel.
 - e. Conduct a minimum of three (3) significant and meaningful contacts with each property owner before recommendation of impasse in negotiations. Prepare Administrative Settlement Justification statements for up to three (3) properties. Provide written notice to the City of impasse in negotiations. Provide written notice to the City of recommendation for condemnation, if applicable.

Assumptions:

- *Process will follow federal requirements for property acquisitions.*
- *All forms and documents shall comply with WSDOT standards and in accordance with statutory requirements.*
- *The City will review offer packages prior to presentation to property owners.*

Deliverables:

- *Electronic copy of complete real property acquisition files for the project and up to eight (8) parcels as well as all original, signed conveyance documents required for recording and any other original documents required to comprise a complete property acquisition record (electronic copy)*

5.5 Closing Services: Provide the following closing services for the project:

- Conduct comprehensive checklist reviews for each acquisition file to support City's acquisition file review.
- Provide closing services to property owners for up to five (5) parcels.
- Submit signed conveyance documents with requests for payment and other supporting documents including signed W-9(s) and Excise Tax Affidavits, as applicable to the City for document recording and payment processing.
- Prepare payment vouchers for title clearing charges and submit to the City to process payment for up to eight (8) parcels.

Assumptions:

- *The Consultant will transmit the signed conveyance documents and payment requests to the City for approval and processing.*
- *The City will record conveyance documents and make payment for any and all compensation payments to property owners. The City will pay for all fees charged by trustees, and/or beneficiaries to clear encumbrances of record and other closing costs such as title policies, recording fees, and escrow fees if applicable.*

Deliverables:

- *Eight (8) electronic copy of complete real property acquisition files for the project and up to eight (8) parcels as well as all original, signed conveyance documents required for recording and any other original documents required to comprise a complete property acquisition record.*

TASK 6: PUBLIC OUTREACH / ENGAGEMENT

- 6.1 Public Outreach Strategy: Develop outline of public outreach plan and timeline for review/approval by City.
- 6.2 News Media Release: Prepare (1) news media release document for distribution by City. Final edits as required for each jurisdiction to be done by the City.
- 6.3 Public Outreach Material Preparation / Presentation: Prepare presentation material for (1) public in-person Open House event to present 60% Design and relevant reporting.
- 6.4 Public Outreach Summary: Summarize the results of the in-person Open House events and other data generated by the City in a single comprehensive narrative.

Assumptions:

- *Consultant will develop final graphics and provide materials for in-person Open House.*
- *City will host and advertise for in-person Open House events.*

Deliverables:

- *News Media Release, draft and final*

- *Final illustrative graphics, including representative illustrations, of 60% submittal. No illustrative graphics of 90% or 100% anticipated.*
- *Summary narrative of results*

TASK 7: 60% PSE AND DRAFT TECHNICAL REPORTS

- 7.1 Alternative Crossing Configurations: Develop a range of alternative crossing configurations that show variable impacts to properties, proximity to utilities, crossing locations and impacts to median and barrier rails, treatment at ingress/egress to church, substation, private properties, and similar, earthwork and critical area impacts, and structure requirements (walls, elevated trail, etc.). The purpose of this evaluation of alternatives is to provide design rationale for the preferred solution. Exhibits are intended to be quick studies to be presented to affected property owners for discussion. Crossings include:
 - a. SR 528 in Marysville
- 7.2 Demolition Plan and Notes: Develop demolition plans, including notes.
- 7.3 Site Plan: Develop site plan with content specific to requirements for permit application.
- 7.4 TESC Plan, Details, and Notes: Develop TESC plan, details, notes, and schedules.
- 7.5 Traffic Control Plan (NIC): Assumed this work will be done by Contractor at a future date.
- 7.6 Trail Plan, Profile, and Details: Advance trail plan and profile. Documentation to include plan, profile, cross sections, grading, trail amenities, details, notes, schedules, and sign schedule for trail signs.
- 7.7 Ramp and Crosswalk Revisions: Develop ramp and crosswalk plans. Crossings include:
 - a. SR 528 in Marysville
- 7.8 Signal Plans, Details, and Notes: Develop signal plans for SR 528 crossing as well as Basis of Design (BOD) and Plan for Approval (PFA) for coordination with WSDOT.
- 7.9 Illumination Plans, Details, and Notes: Develop illumination plans and coordinate electrical service for crossing signal as required at SR 528. Prepare electrical / illumination calculations as required for review and permit application.
- 7.10 Utility Plan, Details, and Notes: Develop utility relocation plan, details, notes, and schedules. Services will focus identification of impacts to existing utilities. Impacts are assumed to be limited to franchise utilities; relocations or adjustments to these franchise utilities (overhead power poles, communication lines, and gas lines, etc.) are to be designed by others. Research efforts shall be limited to solicitation of as-built plans or other pertinent information and notification of impacts, if any. The Consultant shall coordinate with franchise utilities for adjustments or relocations. No impacts to any existing water and sewer lines are anticipated. No potholing is anticipated or the scope will be amended to include potholing if deemed necessary.
- 7.11 Storm Drainage Plan, Details, Notes, and Draft Report: Advance storm drainage plan, including design of the stormwater collection, conveyance, and dispersion facilities. Documentation to include plan, profiles, details and notes as required. Development of details to be largely generic at the 60% design level. Site-specific details to be developed at a subsequent design level. Prepare draft Stormwater Report and conduct site visit to assess downstream impacts.
- 7.12 Ground Disturbance Compiled File: Update file from combined work from Tasks noted above in a single base file showing all combined ground disturbing activities.
- 7.13 Planting Plan, Details, and Notes: Develop planting and roadside restoration plans. Documentation to include plan, details, notes, and schedules.

- 7.14 60% Level Cost Opinion: Advance design development level cost opinion for the project in its entirety.
- 7.15 Specification Outline: Assemble GSPs and develop outline of Special Provisions. Coordinate with City on Amendments and consolidation of final draft specifications.
- 7.16 Review/approval: Provide complete 60% submittal for City review and comment. Provide comment response at the time of 90% submittal. Incorporate comments and revisions into the 90% submittal.

Assumptions:

- *Submittal assumes plans, specification outline, cost opinion, and technical reports.*
- *One draft (1) Stormwater Report will be prepared in City format to address City permitting needs.*
- *Traffic Control Plan assumed to be done by Contractor at a future date.*
- *No crossing assumed at 55th Place NE.*
- *Consultant responsible for coordination with franchise utilities up to 16 hours via email or coordination meetings. If franchise utilities relocation is needed the relocated utility design by others will be incorporated into the utility plans as a layer. The utility design by the Consultant is limited to showing adjustments or slop resistant lids for utility structures if needed. Utility adjustment will be shown on the storm drainage plans.*
- *It is anticipated that TESC measures and stormwater details are typical standard details.*

Deliverables:

- *Alternative Crossing Configurations Plans and narrative/matrix to assist with final decision making on the crossing location and configuration*
- *Demolition Plan*
- *Site Preparation Plan*
- *TESC Plan*
- *Trail Alignment Plan and Profile*
- *Ramp and Crosswalk Revisions for SR 528*
- *Sign Schedule for Trail*
- *Trail Cross Sections*
- *Signal Plans*
- *WSDOT Signal Coordination Package*
- *Illumination Plans*
- *Channelization and Signing Plans*
- *Utility/Storm Drainage Plan*
- *Draft Stormwater Report*
- *Ground Disturbance Base File (file only for internal evaluation of mitigation requirements)*
- *Planting Plan*
- *60% Cost Opinion*
- *Specification GSPs and Outline for Special Provisions*
- *Comment Response delivered with next submittal*

TASK 8: 90% CONSTRUCTION DOCUMENTS AND FINAL TECHNICAL REPORTS

- 8.1. Plans, Details, Notes, Calculations, Final Reports: Prepare construction documents to 90% completion plans based on standard engineering practices and input from public and City review of 60% submittal. Provide plans, details, notes, calculations and reporting as identified below under Deliverables.
- 8.2. Specifications: Prepare 90% complete comprehensive package of GSPs and Special Provisions. Coordinate with City on final assembly.

- 8.3. Cost Opinion: Prepare 90% Cost Opinion with any Schedules identified.
- 8.4. Review/approval: Provide complete 90% submittal for City review and comment. Provide comment response at the time of 100% submittal. Incorporate comments and revisions into the 100% submittal.
- 8.5. Prepare SWPPP as part of the supporting document for Ecology NPDES General Stormwater Permit in Task 4.7.

Assumptions:

- *Submittal assumes plans, specifications, cost opinion, technical reports, checklists, and memorandum.*
- *See 60% Assumptions.*

Deliverables:

- *Demolition Plan*
- *Site Preparation Plan*
- *TESC Plan*
- *Trail Alignment Plan and Profile*
- *Sign Schedule for Trail*
- *Trail Cross Sections*
- *Ramp and Crosswalk Revisions for SR 528*
- *Signal Plans*
- *WSDOT Signal Coordination Package*
- *Illumination Plans*
- *Channelization and Signing Plans*
- *Utility/Storm Drainage Plan*
- *Final Stormwater Report*
- *Draft Stormwater Pollution Prevention Plan and checklist (SWPPP)*
- *Ground Disturbance Base File (file only for use for mitigation planning)*
- *Planting Plan*
- *90% Cost Opinion*
- *Specification GSPs and Special Provisions*
- *Comment Response delivered with next submittal*

TASK 9: 100% FINAL DESIGN

- 9.1. Plans, Details, Notes, Calculations: Prepare construction documents to 100% completion plans based on standard engineering practices and input from WSDOT and City review of 90% submittal. Provide plans, details, notes, calculations and reporting as identified under Deliverables for 90%.
- 9.2. Specifications with Final Reports bound into Appendices: Prepare 100% complete comprehensive package of GSP's and Special Provisions. Coordinate with City on final assembly.
- 9.3. Cost Opinion: Prepare 100% Cost Opinion with any Schedules identified.
- 9.4. Review meeting with City. Provide final edits/additions to complete and final contract documents.

Assumptions:

- *Submittal assumes plans, specifications, cost opinion, technical reports, checklists, and memorandum.*
- *Task 9 provides an allowance for final adjustments to PS&E. Scope of work is limited to the fee indicated in the proposal. Additional effort will require a contract amendment.*

- *It is anticipated no significant comment/revisions are needed from 90% to 100%*

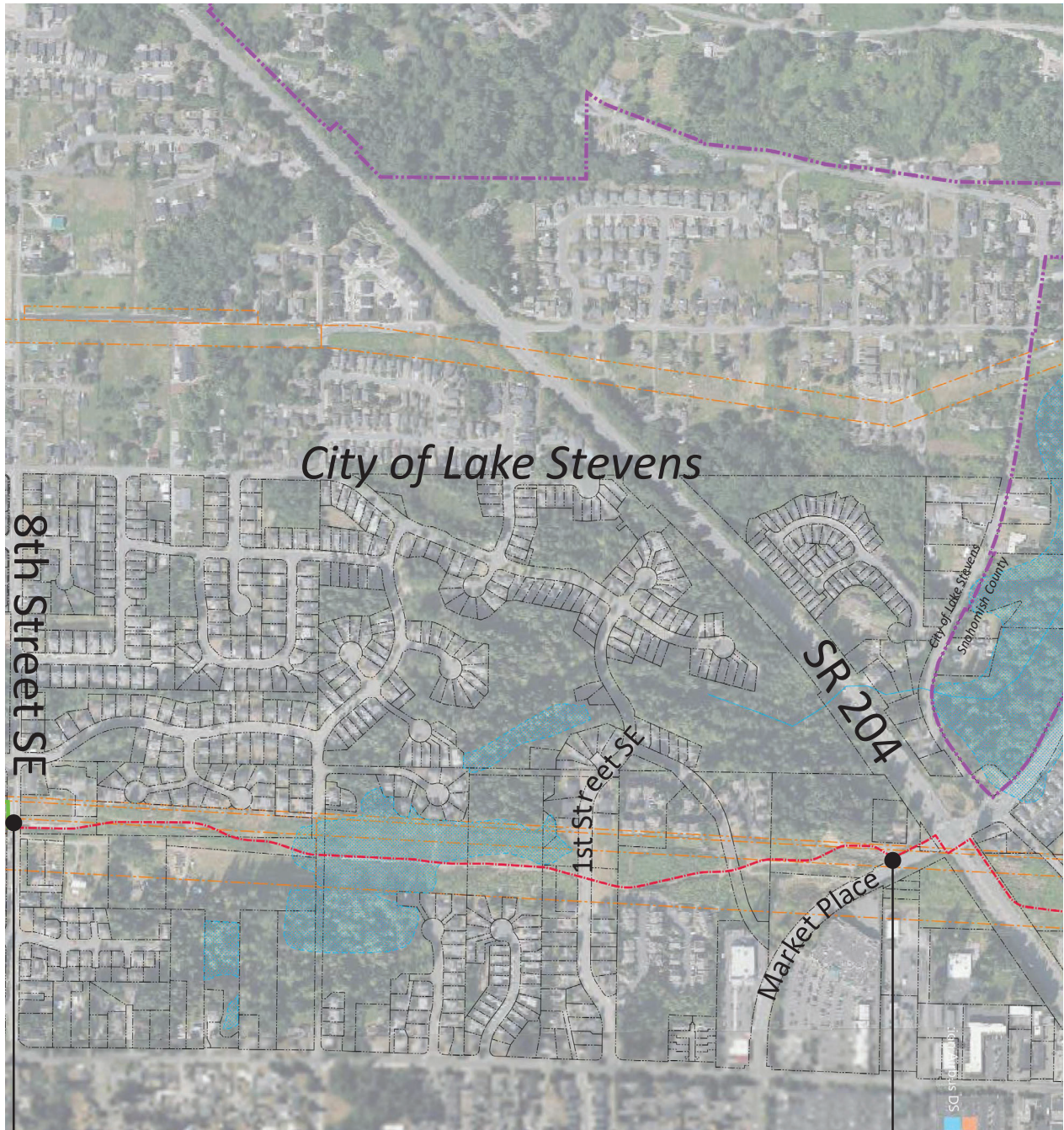
Deliverables:

- *See 90% Deliverables for comprehensive list of 100% Deliverables.*

EXHIBIT B
Subcontractors/Subconsultants

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

Parametrix _____
HWA Geosciences _____
Transpo Group _____
RES Group _____
WCRA _____
Pace _____

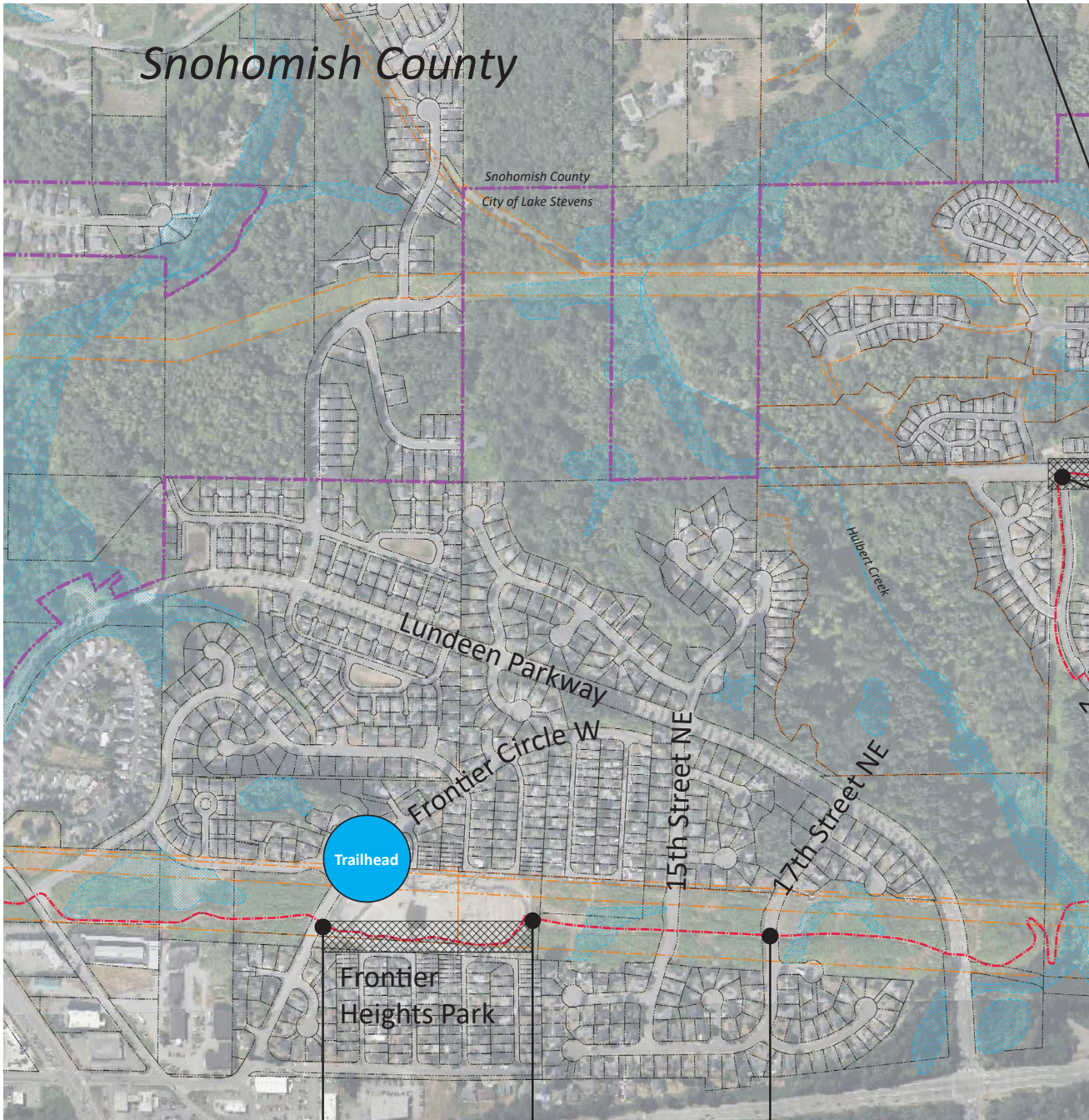


Phase 1 (4000 feet)
Lake Stevens

Phase
L

Phase 4 (3400 feet)

Lake Stevens

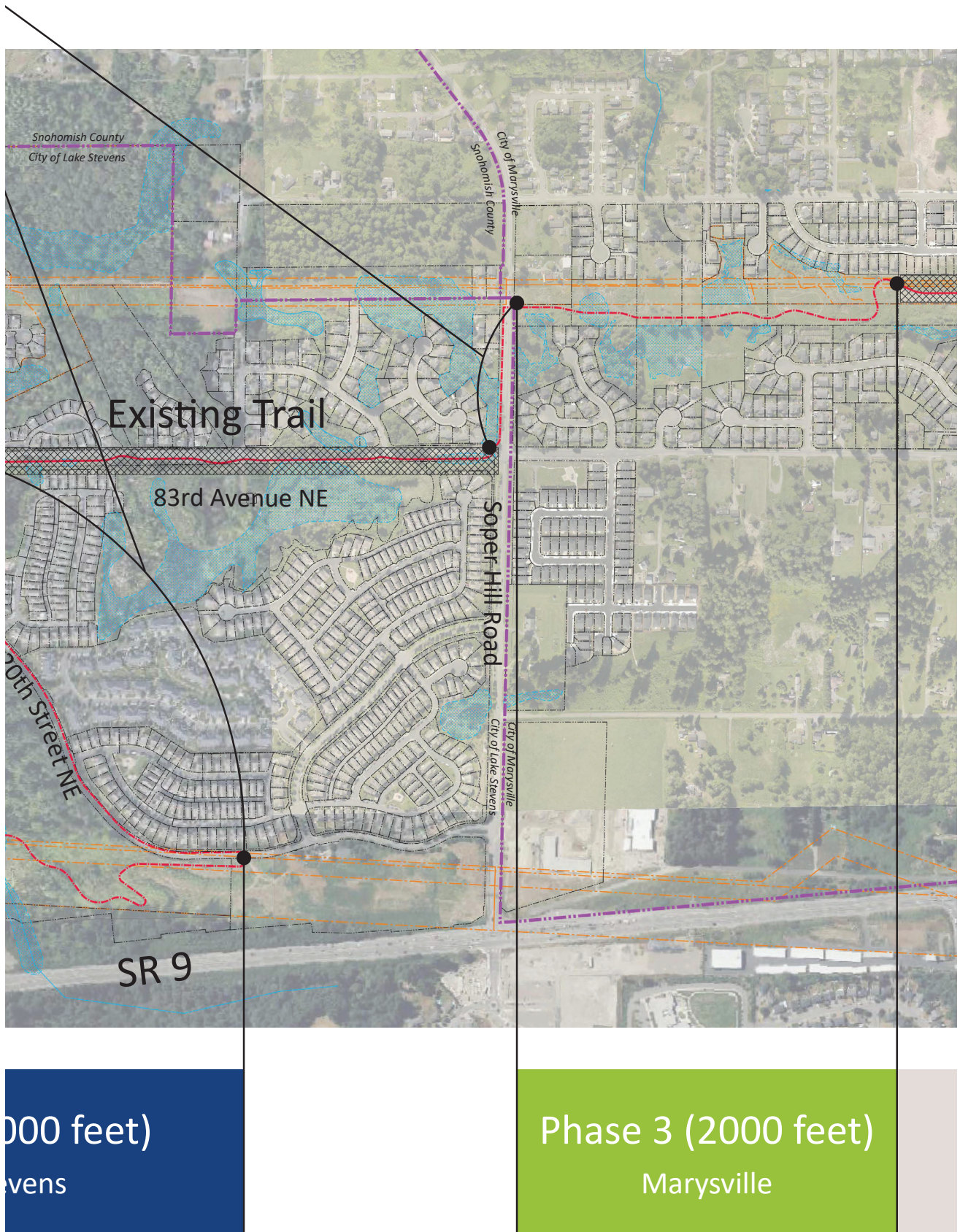


2 (3200 feet)
Lake Stevens

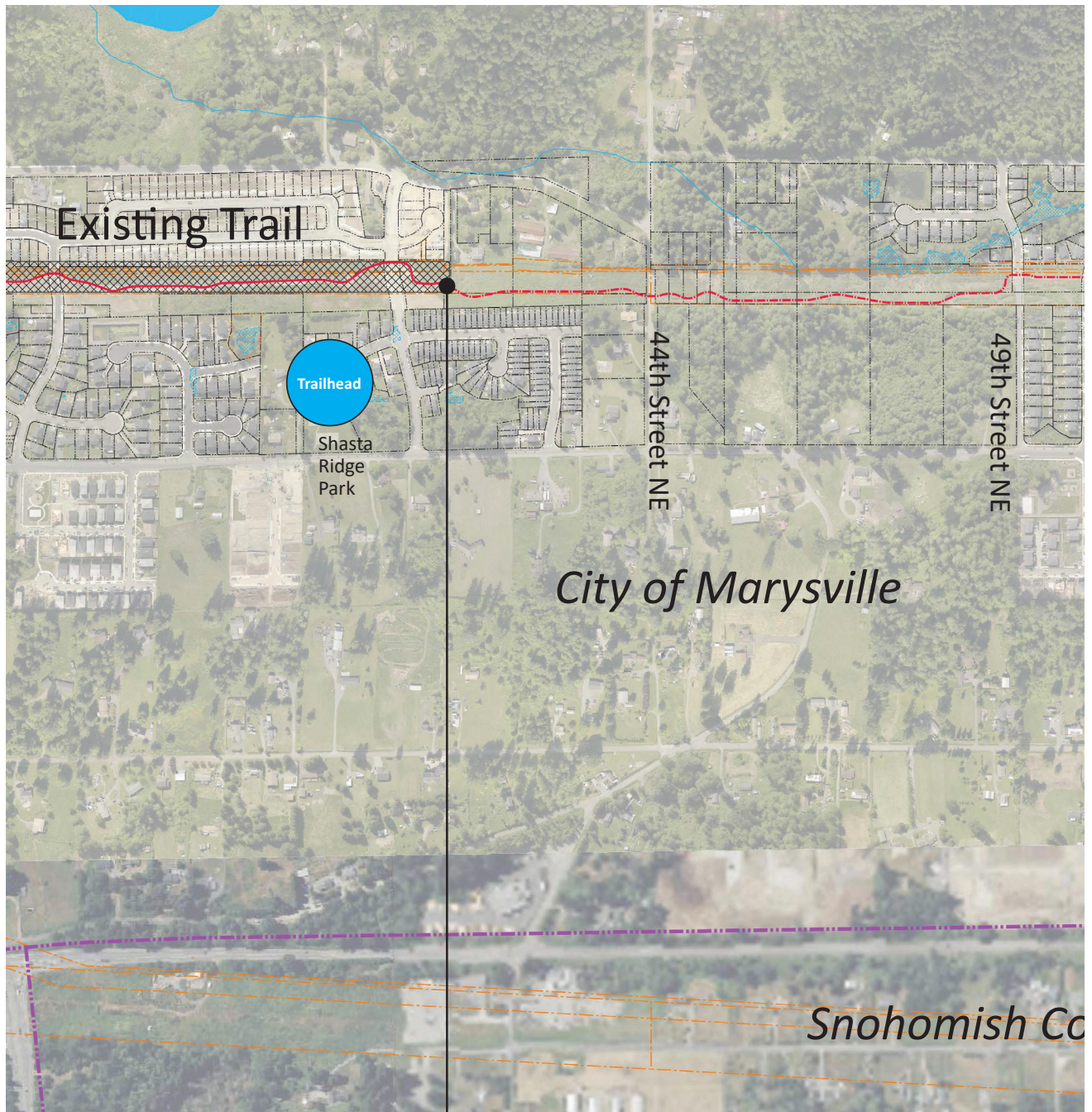
Existing Trail
(Frontier Heights Park)

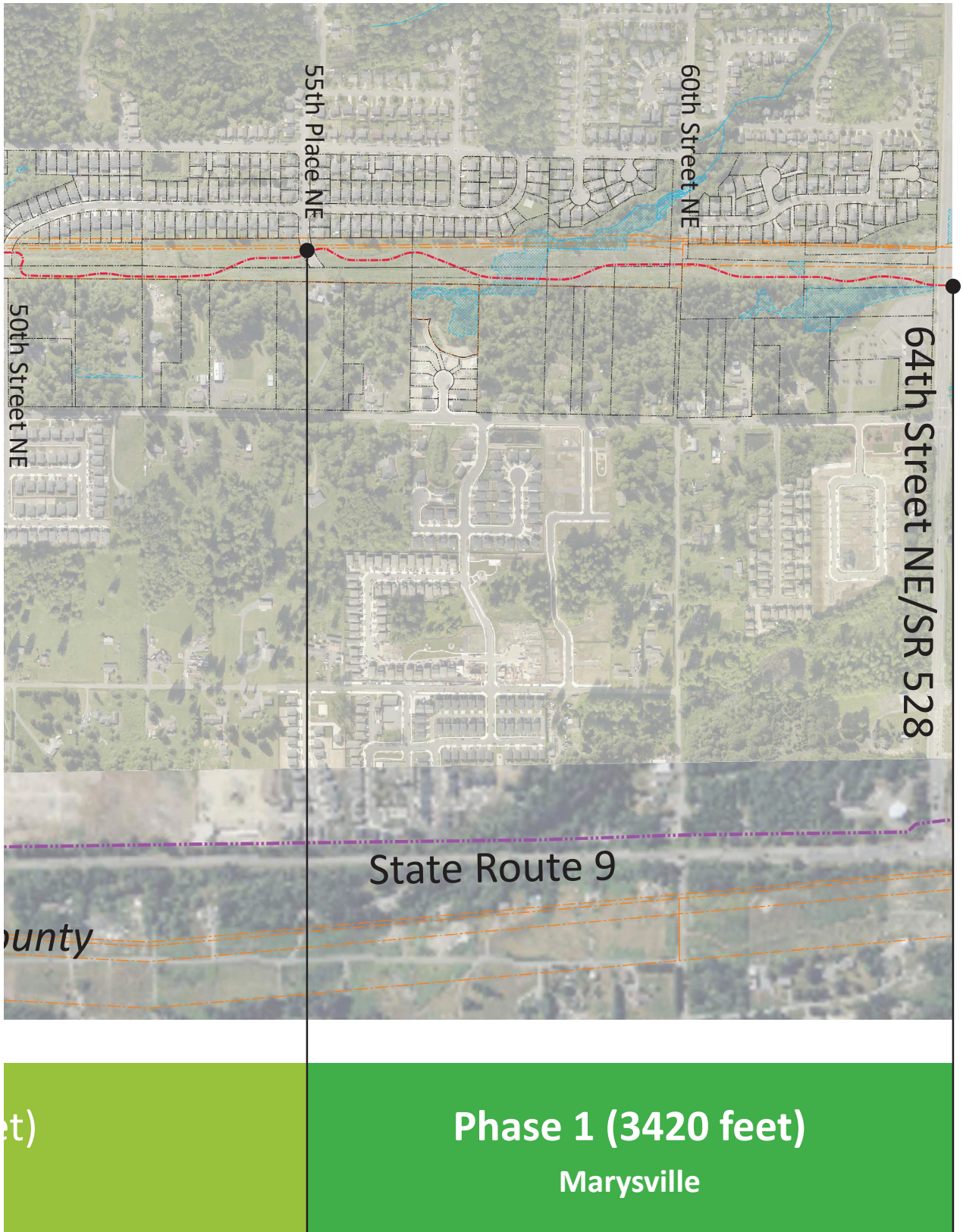
Phase 2
(continued)
Lake Stevens

Phase 3 (30
Lake Stevens



Phasing







Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Steven Miller, Engineering
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Grant Agreement with the Washington State Department of Commerce for completion of final design and permitting work for the Bayview Trail Connector – Phase 1
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute Washington State Department of Commerce Grant Agreement No. 26-96647-024.
SUMMARY:	On November 8, 2021, the City council approved an agreement with the Department of Commerce (DoC) to provide \$504,700 in grant funding for the 30% design to extend the Bayview from 64th ST NE (Marysville), to 8th ST SE (Lake Stevens). See attached diagram for reference. This work was completed in 2024. At this time, additional funding in the amount of \$485,000 from the State has been awarded to the City to complete final design and permitting for Phase 1 of the Marysville section of the trail. Once executed, the attached agreement will make these funds available for reimbursement of consulting expenses necessary to complete the design and to secure necessary permits.

ATTACHMENTS:
[Contract_26-96647-024 Bayview Trail Marysville.pdf](#)
[Bayview Trail.pdf](#)



Grant to

The City of Marysville

through

The Local and Community Projects Program

For

Bayview Trail Marysville

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FACE SHEET

Grant Agreement Number: 26-96647-024

Project Name: Bayview Trail Marysville

Washington State Department of Commerce Local Government Division Local and Community Projects

1. GRANTEE City of Marysville City Hall, 501 Delta Avenue Marysville, Washington 98270		2. GRANTEE Doing Business As (optional) N/A	
3. GRANTEE Representative Steven Miller, Senior Project Manager (360) 363-8285 smiller@marysvillewa.gov		4. COMMERCE Representative Mara Isaacson, Program Manager (360) 742-7665 mara.isaacson@commerce.wa.gov	
5. Grant Amount \$485,000.00	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date Upon Final Signature	8. End Date June 30, 2027, if funds are not reappropriated; June 30, 2029, contingent on reappropriation.
9. Federal Funds (as applicable) N/A		Federal Agency N/A	CFDA Number N/A
10. Tax ID # 916001459	11. SWV # SWV0000432-00	12. UBI # 314000001	13. UEI # KENDBGSMVPQ7
14. Grant Purpose The purpose of this performance-based Grant Agreement is to provide funding for the design and permitting of a section of the Bayview Trail in Marysville as described in Attachment A – Scope of Work.			
COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment A – Scope of Work, Attachment B – Budget, Attachment C – Certification of Availability of Funds to Complete the Project, Attachment D – Certification of the Payment and Reporting of Prevailing Wages, and Attachment E – Certification of Intent to Enter LEED Process, application as submitted for grant funding, applicable Local and Community Projects Program Notice of Funding Availability, and applicable Local and Community Projects Program Guidelines (as they may be revised from time to time).			
FOR GRANTEE _____ Jon Nehring, Mayor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date TEMPLATE APPROVED AS TO FORM _____ Lisa Koperski, Assistant Attorney General, on 7/22/2024	

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

THIS GRANT AGREEMENT, entered into by and between the Grantee, a Local Government, and WASHINGTON STATE DEPARTMENT OF COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2025, Chapter 414, Section 1027 made an appropriation to support the 2026 Local and Community Projects Program, and directed COMMERCE to administer those funds; and

Whereas, the Project is one component of a larger multiphase project, which will result in the completion of the Bayview Trail, a public multi-use trail through the Cities of Lake Stevens and Marysville

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction and equipment, or rehabilitation activities of the Project.

GRANTEE and COMMERCE are individually a "party" and, collectively, the "parties."

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$485,000.00 for the capital costs necessary for or incidental to the performance of work as set forth in Attachment A (Scope of Work).

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

- A.** The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:
- i.** Eligible Project expenditures prior to the execution of this Grant Agreement.
 - ii.** Cash dedicated to the Project.
 - iii.** Funds available through a letter of credit or other binding loan commitment(s).
 - iv.** Pledges from foundations or corporations.

- v. Pledges from individual donors.
 - vi. The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
 - vii. In-kind contributions, subject to COMMERCE'S approval.
- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources and shall make such records available for COMMERCE's review upon reasonable request.

4. STATE PUBLIC WORKS

For work done at the cost of the State, GRANTEE must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the State and local building codes, as applicable. If GRANTEE has questions about compliance, GRANTEE will need to visit the [Washington State Department of Labor & Industries Public Works Projects website](#) for more information.

5. SITE CONTROL

GRANTEES who receive grants for construction, purchase or renovation of facilities must provide written evidence of and maintain site control, either through outright ownership of the subject property or a long-term lease, for a minimum of ten (10) years after the later of: (1) final grant payment; or (2) the date when the facility is made usable to the public for the purpose intended by the Washington State Legislature, including GRANTEE having secured all required licenses, certifications, and/or permits. GRANTEES must provide written evidence of continuing site control as may be requested by COMMERCE.

6. DOCUMENTATION AND SECURITY

The provisions of this Section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$250,000 in State funds. The provisions may also apply to Tribes, depending on the location of the Project. Additionally, COMMERCE reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this Section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this Section.

- A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.
- B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this Grant Agreement; or (2) the date when:
- i. the facility improved or acquired with grant funds; or
 - ii. a distinct phase of the Project

is made useable to the public for the purpose intended by the Washington State Legislature (the Commitment Period). Upon satisfaction of the Commitment Period term requirement and all other Grant Agreement terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant. If the Project will be partially funded by a loan and the term of said loan is less than the Commitment Period as defined in Special Terms and Conditions Section 6(B), COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this Grant Agreement for at least the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.
- F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property

7. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement under this Grant Agreement as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

8. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the GRANTEE shall be made on a reimbursement basis only. The GRANTEE may be reimbursed, at the rate set forth elsewhere in this Grant Agreement and as authorized by the Legislature, for work associated with the Project expenditures. Reimbursable costs are determined by the Scope of Work, Attachment A. Generally costs within the following cost categories are considered capital expenditures:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - i. Site preparation and improvements;
 - ii. Permits and fees;
 - iii. Labor and materials;

- iv. Taxes on Project goods and services;
 - v. Capitalized equipment;
 - vi. Information technology infrastructure; and
 - vii. Landscaping.
- E. Other costs authorized through the legislation.

9. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for up to 100% of each invoice for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period. The GRANTEE must submit all Invoice Vouchers and any required documentation electronically. Submissions shall be in accordance with directions provided by COMMERCE. Funds are reimbursement based and cannot be advanced under any circumstance. Disbursements of funds for invoices due and payable within 30 days are not considered advanced payments.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from subgrantees/subcontractors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed at the time the voucher is submitted or within 30 calendar days of Commerce's disbursement of payment. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted or within 30 calendar days thereafter.

The voucher must be certified (i.e., signed) by an official of the GRANTEE with authority to bind the GRANTEE. The voucher shall be submitted to COMMERCE within 60 calendar days following the completion of work or other termination of this Grant Agreement, or within 15 calendar days following the end of the State biennium unless Grant Agreement funds are re-appropriated by the Washington State Legislature in accordance with Special Terms and Conditions Section 18 (Reappropriation).

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another contract or grant agreement, GRANTEE must clearly identify such contracts or grant agreements in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. In the event that the award amount in Special Terms and Conditions Section 2 (Compensation) is expended before construction completion of the Project, as identified in Attachment A (Scope of Work), the GRANTEE agrees to continue providing complete Project Status Report updates to their COMMERCE Representative annually or upon request.

COMMERCE will pay GRANTEE upon receipt and approval of properly completed invoices and supporting documentation, which shall be submitted to the Representative for COMMERCE not more often than monthly. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. Payment shall be considered timely if made by COMMERCE within 30 calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

Notwithstanding the foregoing, COMMERCE may, in its sole discretion, holdback up to the final 10% of grant funds until the Project is complete and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity, or for projects without occupiable space, when comparable evidence of Project completion is submitted by GRANTEE. The Certificate of Occupancy /evidence of completion should be submitted with GRANTEE's final request for reimbursement.

10. CLOSEOUT CERTIFICATION

The GRANTEE shall complete and submit a Closeout Certification Form when:

- A. All activities identified in the Scope of Work shown on Attachment A are complete and the Project is useable to the public for the purpose intended by the Washington State Legislature, or
- B. When final payment is made and GRANTEE has certified that the Project will be completed and the public benefit described will be maintained for the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

Notwithstanding anything in A. or B. above, the right of COMMERCE to recapture funds or seek other remedies for failure to make the Project usable to the public shall survive the closeout or termination of this Grant Agreement.

COMMERCE reserves the right to request additional information related to the Project.

11. INSURANCE

A. Insurance Requirements for Reimbursable Activities

The GRANTEE must have insurance coverage that is substantially similar to the coverage described in Section 11B below for all periods in which GRANTEE performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages or expenses arising from any loss or negligent or intentional act or omission of the GRANTEE or subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

B. Additional Insurance Requirements During the Term of the Grant Agreement

- i. The GRANTEE shall provide proof to COMMERCE of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:

- a. **Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

- b. **Property Insurance.** The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- 1. Loss or damage by fire and such other risks;
 - 2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;

3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

c. Professional Liability, Errors, and Omissions Insurance. If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The State of Washington, the Department of Commerce, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). GRANTEE shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

d. Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:

1. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Commerce, its agents, officers, and employees as beneficiary.
 2. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent (if any) as beneficiary.
 3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until GRANTEE has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of COMMERCE's receipt of the Closeout Certification Form.
- ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "the State of Washington the Department of Commerce, its agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE 30 calendar days' advance notice of any insurance cancellation or modification.
 - iii. The GRANTEE shall submit to COMMERCE within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided 30 days' advance written notice of cancellation. During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, GRANTEE shall

provide copies of insurance instruments or certifications at COMMERCE's request and until six month after COMMERCE has received a Closeout Certification Form from GRANTEE. Copies of such insurance instruments and certifications will be provided within 15 calendar days of COMMERCE's request unless otherwise agreed to by the parties.

iv. GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate Claim liability information reported on the balance sheet. The State of Washington, the Department of Commerce, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Special Terms and Conditions
- 3) General Terms and Conditions
- 4) Attachment A – Scope of Work
- 5) Attachment B – Project Budget
- 6) Attachment C – Certification of the Availability of Funds to Complete the Project
- 7) Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- 8) Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process
- 9) Application as submitted by the GRANTEE for funding
- 10) Notice of Funding Availability
- 11) Program Guidelines, as revised. GRANTEE acknowledges that the Program Guidelines may be revised by COMMERCE from time to time and agrees that the most recent version of the Guidelines shall be applicable. COMMERCE will post notice on its website <https://www.commerce.wa.gov/building-infrastructure/capital-facilities/> drawing attention to the sections of the Guidelines that have been revised.

13. REDUCTION IN FUNDS

In the event that funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the revised

funding limitations. The parties understand and agree that GRANTEE shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE and shall meet and renegotiate the Grant Agreement accordingly.

14. REAPPROPRIATION

- A. The parties hereto understand and agree that any State funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

15. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; **provided, however, that** COMMERCE may be granted a security interest in real property to secure funds awarded under this Grant Agreement. This provision does not extend to Claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

16. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved using state funds under this Grant Agreement shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this Section; **provided, however, that** any such sale shall be subject to prior review and approval by COMMERCE and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

17. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any and all real property or facilities leased by the GRANTEE that are constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the

rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

18. MODIFICATION TO THE PROJECT BUDGET

- A. Notwithstanding any other provision of this Grant Agreement, the GRANTEE may, at its discretion, make modifications to line items in Attachment B (Project Budget) that will not increase the line item by more than 15%.
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in Attachment B (Project Budget) that would increase the line item by more than 15%. Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 15% threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.
- D. Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Special Terms and Conditions Section 2 (Compensation) of this Grant Agreement.

19. SIGNAGE, MARKERS AND PUBLICATIONS

A. Taxpayers of Washington State as participant in funding Project

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

B. Ensure coordinated Climate Commitment Act branding.

If Climate Commitment Act funding is involved in this Grant Agreement, then the following provisions apply to GRANTEE and its subgrantees/subcontractors including, without limitation, any and all contractors, subgrantees/subcontractors, service providers, and others who assist GRANTEE in implementing the Project in order to strengthen public awareness of how CCA funding is used and to ensure consistent branding and funding acknowledgments:

- i. Funding source acknowledgement. - The GRANTEE must display or circulate in any and all communications including, without limitation, on websites and in announcements, press releases, and publications used for media-related activities, publicity, and public outreach that: "The is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."
- ii. Include the "Climate Commitment Act" logo at climate.wa.gov/brandtoolkit, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit for:
 - a. any Project website or webpage that includes logos from other funding partners; and/or
 - b. any Project media or public information materials that include logos from other funding partners; and/or
 - c. On-site signage, to the extent possible. By way of example only, this means that for consumer-related projects or programs, a decal may be placed on front of installed heat pump or a logo printed on a delivery tag.

- iii. The GRANTEE is responsible for ensuring that its subgrantees/subcontractors comply with Section 19(B).

20. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the State's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subgrants/subcontracts for work or services related to the Project described in Attachment A (Scope of Work).

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records, RCW 27.53 regarding Archaeological Sites and Resources, RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves, and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Project described in Attachment A (Scope of Work), the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

21. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

22. FRAUD AND OTHER LOSS REPORTING

GRANTEE shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

23. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Grant Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE may notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

24. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

General Terms and Conditions Section 16 (Copyright Provisions) are not intended to apply to any architectural and engineering design work funded by this Grant Agreement.

25. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. General Terms and Conditions Section 47 (Treatment of Assets) is superseded by this provision.

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

1. DEFINITIONS

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Claim" shall mean any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), and attorneys' fees and costs.
- C. "COMMERCE" shall mean the Washington State Department of Commerce.
- D. "Grant Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.
- E. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the State of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The term "subgrantee/subcontractor" refers to any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant Agreement shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant Agreement contains all the terms and conditions agreed upon by the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

5. ALLOWABLE COSTS

Costs allowable under this Grant Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Agreement Award or Amendment Face Sheet.

6. AMENDMENTS

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

7. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

8. ASSIGNMENT

Neither this Grant Agreement nor any Claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each party agrees to bear its own attorneys' fees and costs.

10. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services and provide documentation of the audit to COMMERCE based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees/subcontractors also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within 30 calendar days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a qualified certified public accountant.

The GRANTEE shall include the above audit requirements in any and all subgrants or subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE at any time during the Commitment Period as defined in Special Terms and Conditions Section 6(B).

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than 9 months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to comacctooffice@commerce.wa.gov or a hard copy to:

Washington State Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia, WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- i. Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE; and
- ii. Copy of the Management Letter.

If the GRANTEE is required to obtain a single audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

11. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts and grant agreements executed between GRANTEE and the State of Washington. A breach of any other contract or grant agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's sole discretion, be deemed a breach of this Grant Agreement.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this Section includes:

- i. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE; and
- ii. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the GRANTEE that may not be disclosed under state or federal law.

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any related state or federal laws. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such

policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within 5 working days of GRANTEE's discovery of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFORMANCE

If any provision of this Grant Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and all subgrantees/subcontractors (if any) must identify any person employed in any capacity by the State of Washington that worked on this Grant Agreement, or any matter related to the Project funded under this Grant Agreement or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subgrantees/subcontractors (if any) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in Section 18 General Terms and Conditions (Disputes) of this Grant Agreement.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event that the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, and register as well as the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

17. DISALLOWED COSTS

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

18. DISPUTES

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- i. be in writing;
- ii. state the disputed issues;
- iii. state the relative positions of the parties;
- iv. state the GRANTEE's name, address, and Grant Agreement number; and
- v. be mailed to the Director and the other party's (respondent's) Grant Agreement Representative within 3 working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within 5 working days.

The Director or designee shall review the written statements and reply in writing to both parties within 10 working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, contract, or

agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this Grant Agreement does not duplicate any work to be charged against any other grant, subgrant/subcontract, contract, or agreement.

20. GOVERNING LAW AND VENUE

This Grant Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought shall be in the Superior Court for Thurston County.

21. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the State of Washington, COMMERCE, agencies of the State, and all officials, agents, employees, and representatives of the State, from and against all Claims for injuries or death arising out of or resulting from the performance of the Grant Agreement.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of GRANTEE'S agents, employees, representatives, and/or subgrantee(s)/subcontractor(s) (and their agents, employees, and representatives, to the extent that GRANTEE is using any subgrantee/subcontractor for the Project).

The GRANTEE'S obligations shall not include such Claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and/or employees. If the Claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents, and/or employees and (b) the GRANTEE, its subgrantees/subcontractors, agents, and/or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE (and/or its subgrantees/subcontractors) and their agents, officers, representatives, and/or employees.

The GRANTEE waives its immunity under RCW 51 to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officers, agents, and/or employees.

22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees, officers, representatives, and/or agents performing under this Grant Agreement are not employees or agents of the State of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the Project will be solely with the GRANTEE.

23. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of RCW 51 (Industrial Insurance). If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

24. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations, and policies of local and state and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION, AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this Grant Agreement.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to enter, alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

27. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, GRANTEE shall participate in local public transportation forums and implement strategies designed to ensure access to services.

28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

- A. During the performance of this Grant Agreement, the GRANTEE, including any subgrantee/subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, but not be limited to, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subgrantee/subcontractor, has a collective bargaining or other agreement. The funds provided under this Grant Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant Agreement.
- B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subgrantee/subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subgrantee/subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subgrantee/subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subgrantee/subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subgrantee/subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subgrantee/subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

29. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

- B. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
- i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or
 - ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential; and/or
 - iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise Services determines that the GRANTEE is not in compliance with this Section.

30. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

31. PREVAILING WAGE LAW

The GRANTEE certifies that all subgrantees/subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this Grant Agreement, including, but not limited to, the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request. The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant Agreement **provided, however, that** reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

33. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the State of Washington or COMMERCE's name is mentioned, or language used from which the connection with the State of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

34. RECAPTURE

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state or federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance (which may include all funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility) in addition to any other remedies available at law or in equity.

COMMERCE's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this Grant Agreement.

Repayment by the GRANTEE of funds under this Section shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

35. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data, and other evidence relating to this Grant Agreement and performance of the services described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

GRANTEE shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, Claim, or audit is started before the expiration of the 6 year period, the records shall be retained until all litigation, Claims, or audit findings involving the records have been resolved.

36. REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue and current with all required filings. Nonprofit and for-profit businesses must also be registered with the Washington Secretary of State.

37. RIGHT OF INSPECTION

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, 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 Grant Agreement. At no additional cost, the GRANTEE shall also provide any documents related to this Grant Agreement to COMMERCE upon request to assist COMMERCE in the periodic monitoring of this Grant Agreement.

38. 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 Grant Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the 10 calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

39. SEVERABILITY

The provisions of this Grant Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant Agreement.

40. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, and/or subgrantees/subcontractors shall conform in all respects with physical, fire, and other security policies or regulations.

41. SUBGRANTING/SUBCONTRACTING

- A. GRANTEE must execute binding agreements with all subgrantees/subcontractors that will perform work under this Grant Agreement.
- B. GRANTEE must ensure that any and all subgrantees/subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this Grant Agreement.
- C. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work associated with the Project contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include grants of employment between the GRANTEE and personnel assigned to perform work associated with the Project under this Grant Agreement.
- D. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Grant Agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for Claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.
- E. Data Collection - GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant Agreement performed by subgrantees/subcontractors and the portion of grant funds expended for work performed by subgrantees/subcontractors, including, but not necessarily limited to, minority-owned, woman-owned, and veteran-owned business subcontractors. "Subgrantees/subcontractors" shall mean subgrantees/subcontractors of any tier.

42. SURVIVAL

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant Agreement shall so survive including, without limitation, any Recapture provision in this Grant Agreement.

43. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, and/or any other taxes, insurance, or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

44. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement (e.g., cost of the competitive bidding, mailing, advertising and staff time).

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 45 (Termination for Convenience) if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

45. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant Agreement, COMMERCE may, by 10 business days written notice, beginning on the second day after the mailing, terminate this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination.

46. TERMINATION PROCEDURES

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

- 1) Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- 2) Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
- 3) Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subgrants/subcontracts;
- 4) Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- 5) Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;
- 6) Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and
- 7) Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

47. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant Agreement, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

48. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant shall be used by the City of Marysville to complete design and permitting for a section of the Bayview Trail in Marysville. This project will be located from Bayview Trail at 64th Street NE / SR 528 to 55th Place NE.

This Project will include but not be limited to the design and permitting of this section of the trail to be shovel ready for construction within the City of Marysville's jurisdiction.

This Project will serve as a benefit to the public by completing the design and associated activities necessary to allow the construction of a public trail open to all users for enjoyment, exercise, and transit. Future construction phases will complete an approximately 9.28 mile 12-foot-wide multi-use trail Bayview Trail through the Cities of Lake Stevens and Marysville.

This Project is anticipated to be completed by March 2027.

Costs related to the work associated with the Project will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT B - PROJECT BUDGET

<u>Line Item</u>	<u>Funding Amount</u>
Acquisition	
Architecture & Engineering	\$586,848
Construction	
Capitalized Equipment	
Total Project Budget	\$586,848

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT C - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Non-State Fund Sources	Amount	
City of Marysville Impact Fees	\$67,898	
City of Marysville Real Estate Excise Tax (REET)	\$33,950	
Total Non-State Funds	\$101,848	
State Funds	Amount	
State Capital Budget	\$485,000	
Total Non-State and State Sources	\$586,848	
Holdback:	5%	\$24,250
Project Reimbursement Rate	100%	

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that Project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project and shall make such records available for COMMERCE's review upon reasonable request.

GRANTEE

TITLE

DATE

ATTACHMENT D - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subgrantees/subcontractors performing work on the Project shall comply with prevailing wage laws set forth in RCW 39.12, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT E - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

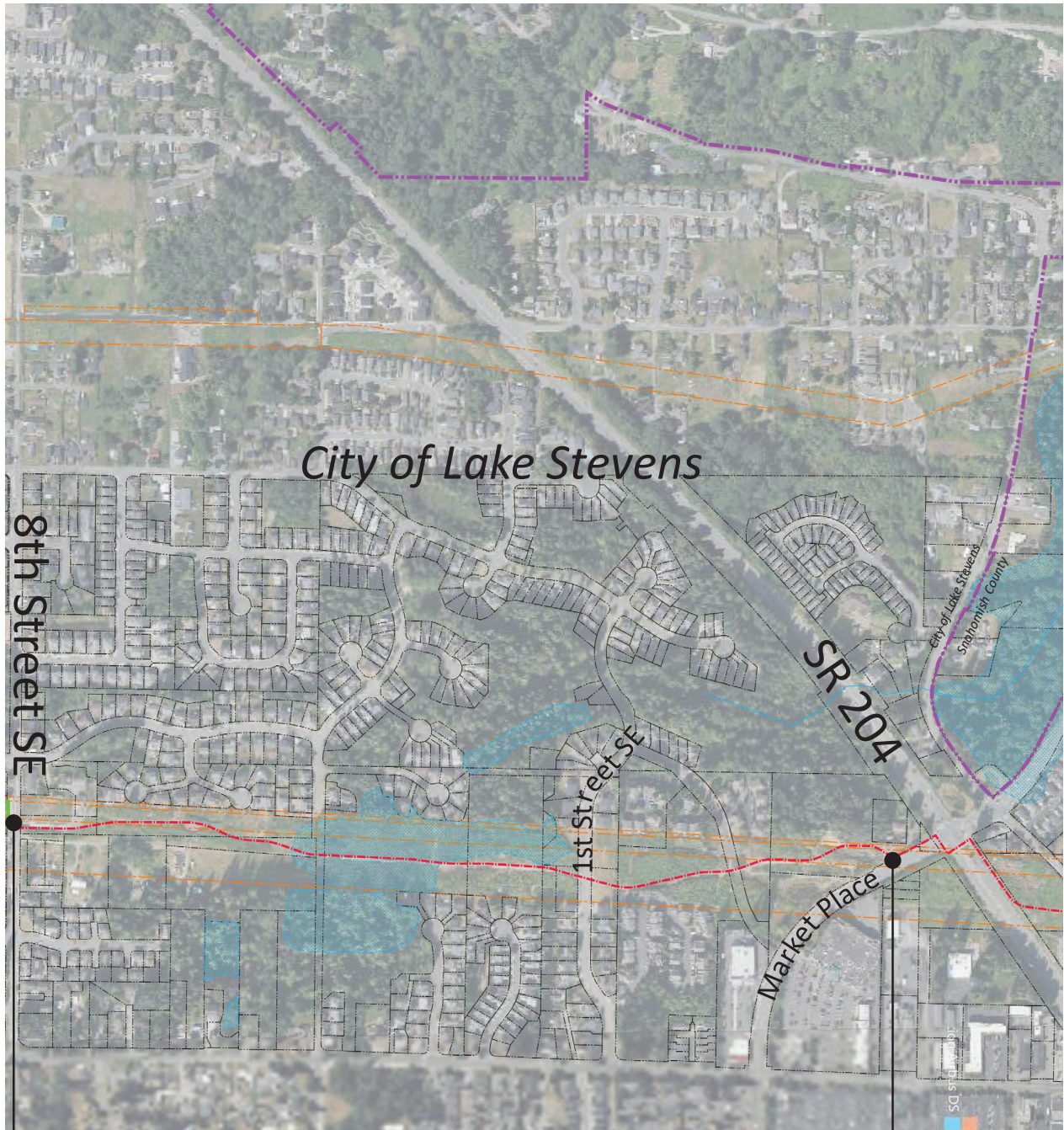
The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

NOT APPLICABLE



Phase 1 (4000 feet)
Lake Stevens

Phase
L



Phase 4 (3400 feet)

Lake Stevens

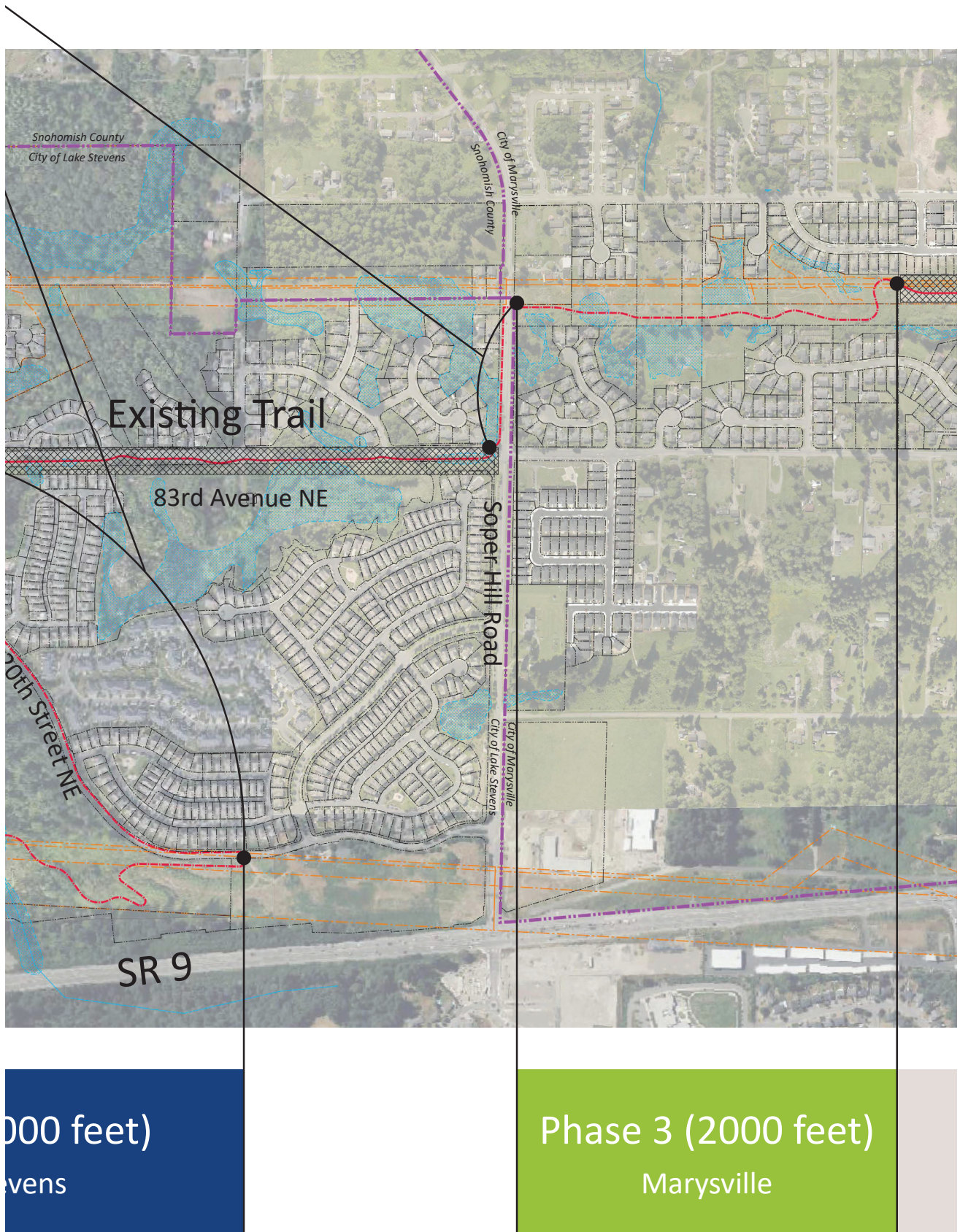


2 (3200 feet)
Lake Stevens

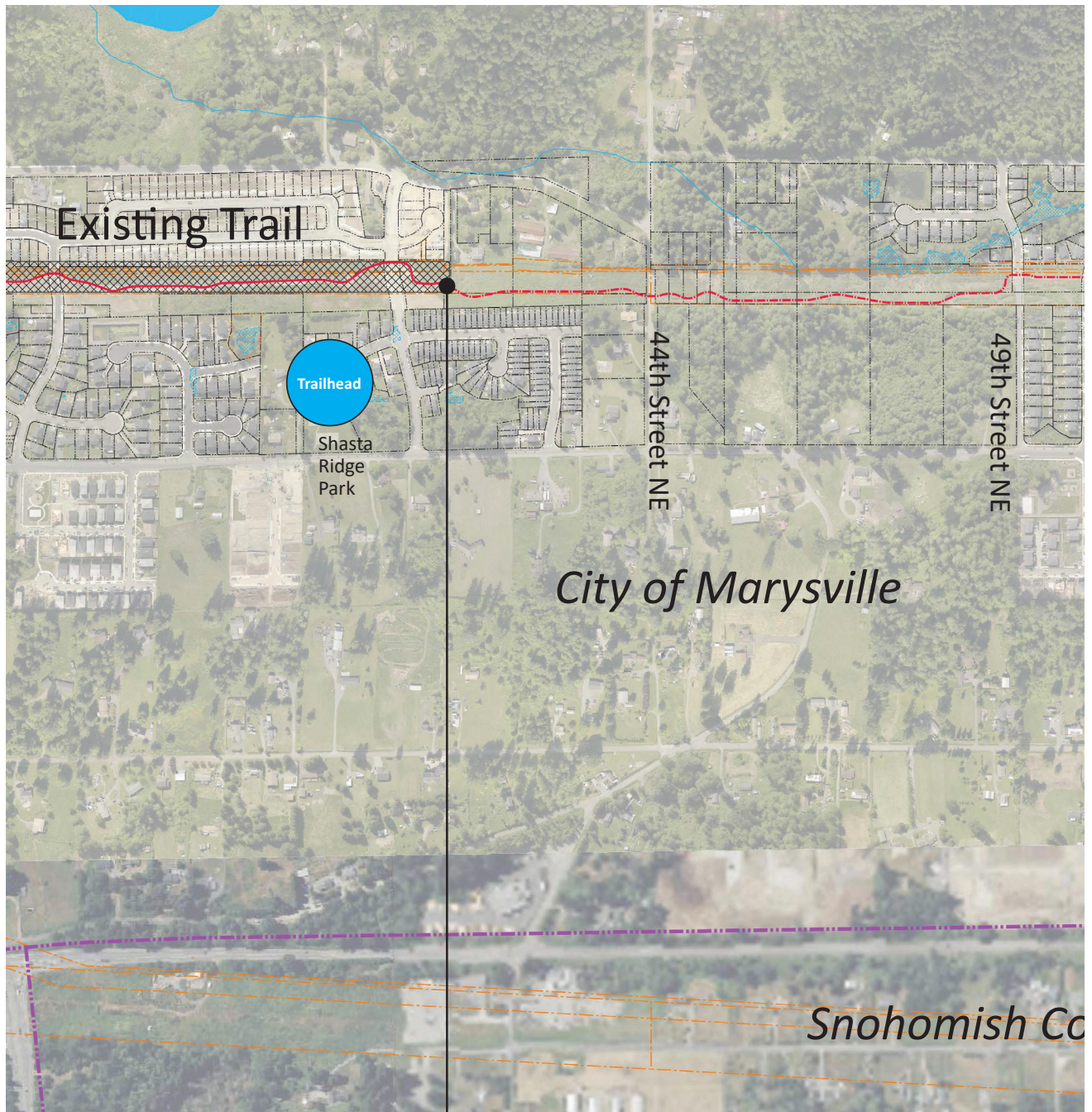
Existing Trail
(Frontier Heights Park)

Phase 2
(continued)
Lake Stevens

Phase 3 (30
Lake Stevens

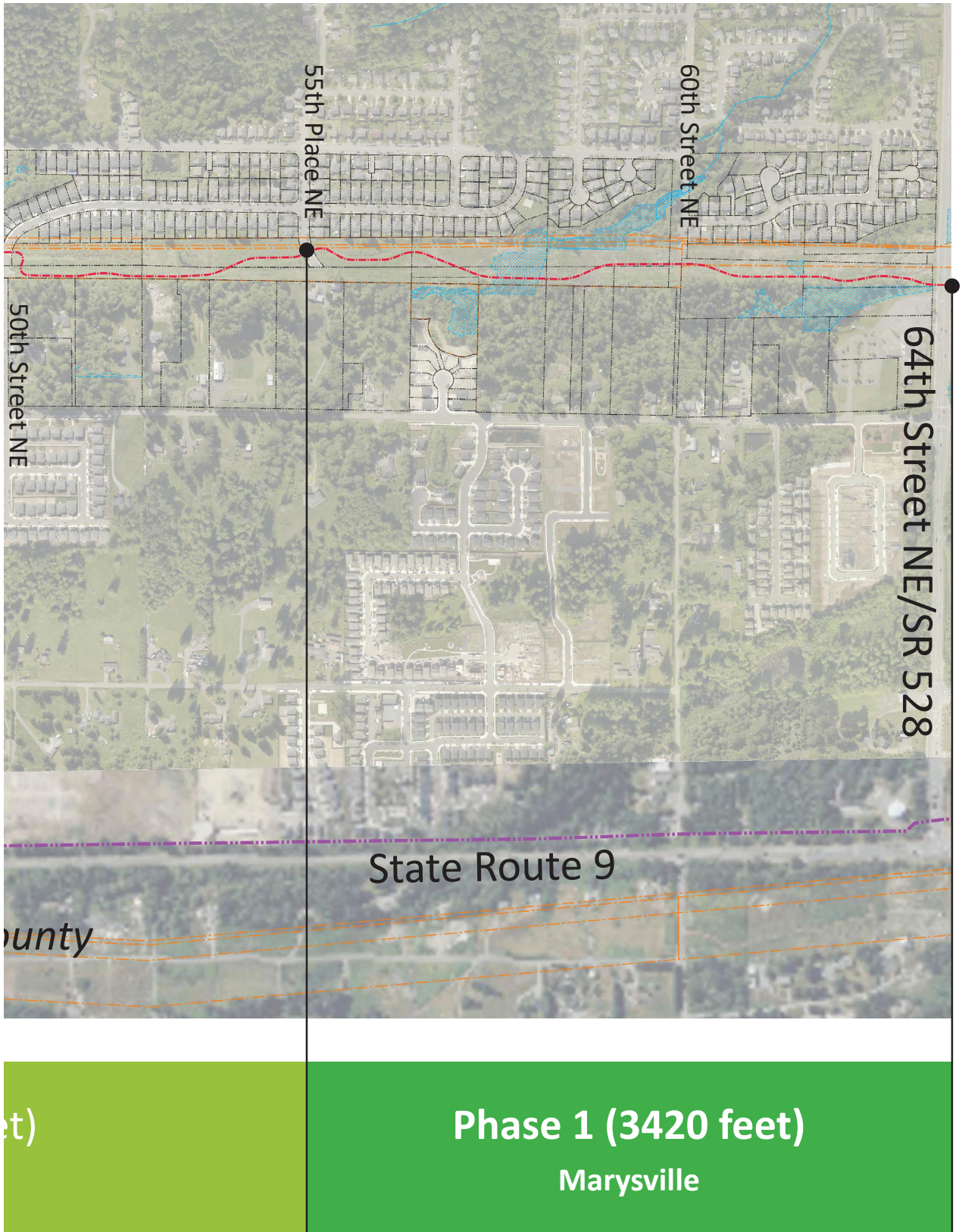


Phasing



Existing Trail

Phase 2 (4550 feet)
Marysville





Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Jim Lawless, Police

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Interlocal Agreement Between Snohomish County and the City of Marysville for Auto Theft Task Force Services

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the agreement.

SUMMARY: This agreement provides for reimbursement of the salary and benefits of a detective sergeant from the Marysville Police Department who is assigned full time to the Snohomish County Auto Theft Task Force. The term of the agreement is July 1, 2025, through June 30, 2027. The total amount reimbursed shall not exceed shall not exceed \$401,369.

ATTACHMENTS:

[ATTF 2025-2027 MARYSVILLE ILA.pdf](#)

**INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE
FOR AUTO THEFT TASK FORCE SERVICES**

This Interlocal Agreement Between Snohomish County and The City of Marysville for Auto Theft Task Force Services (the “Agreement”), is entered into by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as the “County”), and the City of Marysville, a municipal corporation of the State of Washington (hereinafter referred to as the “City”).

RECITALS

- A. The Washington State Legislature created the Washington Auto Theft Prevention Authority (hereinafter “WATPA” for the purpose of preventing and reducing auto theft in the State of Washington, and
- B. The County and WATPA entered into a Auto Theft Prevention Grant Contract (hereinafter “Grant Contract”) whereby the County is required to use specified grant funds (hereinafter “Grant Funds”) to create and operate a multi-jurisdictional, regional, auto theft task force (hereinafter the “Task Force”); and
- C. RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and
- D. Several jurisdictions desire to participate as members of the Task Force with Snohomish County administering task force project grants; and
- E. The City desires to enter into an agreement with Snohomish County in order to participate in the Task Force and enable Snohomish County to reimburse the City for such participation; and
- F. The City is authorized to perform each service contemplated herein.

AGREEMENT

NOW THEREFORE, in consideration of the covenants, conditions, performances, and promises contained herein, the parties agree as follows:

1.0 TASK FORCE COMPOSITION, PURPOSE, AND TERM

- 1.1 The City agrees to cooperate in the Task Force, composed of law enforcement, prosecutor, and support personnel, in order to jointly coordinate selected law enforcement activities, resources, and functions to prevent auto theft and to investigate and prosecute auto theft offenders in Snohomish County.
- 1.2 This Agreement shall take effect July 1, 2025, and continue in effect through June 30, 2027, unless earlier terminated or modified as provided in this Agreement.

2.0 ORGANIZATION

- 2.1 The County will be the administrator of this Agreement.
- 2.2 A Snohomish County Sheriff's Office lieutenant will direct all law enforcement personnel assigned to the Task Force, under this Agreement or similarly executed agreements, in their operational duties.
- 2.3 Additional law enforcement personnel may be provided to the Task Force through separate interlocal agreements between the County and other jurisdictions.
- 2.4 Nothing in this Agreement shall restrict the ability of the County or the City to reassign personnel and related equipment and supplies assigned under this Agreement.

3.0 OBLIGATIONS OF CITY

- 3.1 During the term of this Agreement, the City shall employ, dedicate and assign one (1) full-time detective to the Task Force.
- 3.2 The detective's operational assignments will be directed by a Sheriff's Office lieutenant assigned to the Task Force.
- 3.3 The detective assigned to the Task Force pursuant to this Agreement shall remain subject to the policies, procedures and directives of the City.

- 3.4 The City agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract and applicable state and federal laws.

4.0 BUDGET AND COMPENSATION

- 4.1 The County, through its Sheriff's Office, shall serve as the fiscal agent and manage Grant Funds, including reimbursement to participating jurisdictions. All revenues collected or generated by or for the Task Force shall be maintained by the County pursuant to law.
- 4.2 The County will reimburse the City actual expenses for salary and benefits up to a maximum amount of \$395,309, and overtime up to a maximum amount of \$6,060 for the contract duration. Total reimbursement under this agreement shall not exceed \$401,369.
- 4.3 The City will send monthly invoices to the County with supporting documentation.
- 4.4 The County will make payments within thirty (30) days from receipt of the monthly invoice. Invoices shall be sent to Snohomish County Sheriff's Office, Fiscal Division, Mail Stop 606, 3000 Rockefeller Ave., Everett, WA 98201.

5.0 GENERAL ADMINISTRATION

- 5.1 The County agrees to provide WATPA with the necessary documentation to receive Grant Funds.
- 5.2 Any factual dispute between the County and the City that relates to this Agreement shall be referred for resolution to the Sheriff, or his/her designee, and the City's Mayor, or his/her designee. In the event the dispute cannot be resolved between the parties to each party's mutual satisfaction, the issue shall be submitted to mediation through the Snohomish County Dispute Resolution Center. Both parties agree to utilize this process prior to the institution of any legal action to enforce the terms and conditions of this agreement. The cost of mediation shall be borne equally by the parties.

6.0 ASSET FORFEITURE

- 6.1 All potential asset forfeitures initiated or investigated by officers assigned to the Task Force shall be referred to the County for prosecution.

- 6.2 The County shall acquire and dispose of assets seized or forfeited as a result of this Agreement in compliance with state and federal law.

7.0 REAL AND PERSONAL PROPERTY

All real or personal property acquired through Grant Funds or activities of the Task Force that are not subject to Section 6 of this Agreement will be held by the County.

8.0 ACQUISITION AND USE OF EQUIPMENT

- 8.1 All equipment purchased with Grant Funds will be held by the County.
- 8.2 Any equipment purchased with Grant Funds will only be used as permitted by the terms of the Grant Contract.
- 8.3 Upon termination of this Agreement, any equipment purchased or otherwise provided by the City will be returned to the City unless otherwise agreed by the parties.
- 8.4 Upon termination of this Agreement, the County will dispose of all acquired equipment in accordance with applicable federal, state and county requirements.

9.0 MODIFICATION

Each party reserves the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed with the same formality as this Agreement.

10.0 NONDISCRIMINATION PROVISION

There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

11.0 TERMINATION OF AGREEMENT

Notwithstanding any provisions of this agreement, either party may terminate the Agreement by providing written notice of such termination specifying the effective date thereof at least thirty (30) days prior to such date. A terminating party may take with it any equipment it has loaned or donated to the Task Force.

12.0 HOLD HARMLESS

- 12.1 The County shall save, hold harmless, indemnify and defend the City, its elected and appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or County employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the County in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected or appointed officials, officers, employees or agents.
- 12.2 The City shall save, hold harmless, indemnify and defend the County, its elected and appointed officials, officers, employees and agents and WATPA, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City, its elected or appointed officials, officers, employees or agents in performance of this Agreement, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents or WATPA.

13.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this agreement shall be in the Superior Court of Snohomish County, Washington.

14.0 INTEGRATION

This Agreement constitutes the whole and entire agreement among the parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

15.0 SEVERABILITY

If any part of this Agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

16.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions.

17.0 NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified or registered mail to the following persons:

To the County:

Snohomish County Sheriff
3000 Rockefeller Avenue, M/S 606
Everett, WA 98201

To the City:

City of Marysville
501 Delta Ave.
Marysville, WA 98270
Attn: Jim Lawless

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

18.0 RECORDING OR POSTING

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website.

Dated this _____ day of _____, 2025

“County”
SNOHOMISH COUNTY

“City”
CITY OF MARYSVILLE

County Executive
Date: _____

Jon Nehring, Mayor
Date: _____

APPROVAL RECOMMENDED:

ATTEST:

Susanna Johnson, Sheriff
Dated: _____

By: _____
Print Name: _____
Dated: _____

Approved as to form:

Approved as to form:

Deputy Prosecuting Attorney
Date: _____

Jon Walker, City Attorney
Date: _____

Reviewed by Risk Management

Risk Manager
Date: _____



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Jesse Birchman, Public Works
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Washington State Department of Corrections – Class IV Work Crew Master Agreement
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the Washington State Department of Corrections Class IV Work Crew Master Agreement.
SUMMARY:	The City of Marysville utilizes labor provided by Washington State Department of Corrections through a Master Agreement with the State. The City has utilized these paid for services for over 10 years. This agreement has significantly helped with seasonal maintenance such as vegetation management within City right-of-way, parks, and utility site, and litter removal. Streets and Parks Maintenance Divisions are the primary users of this labor force although it is occasionally shared amongst other maintenance divisions as specific needs occur. This Agreement is not for a specific dollar amount but billed on an hourly basis. This is typically less than \$1,000 per month and historically less than \$15,000 per year. The term of this Master Agreement is proposed to extend to June 30th, 2027.

ATTACHMENTS:
[K13879_Signature__Insurance_Certificate_Requ.pdf](#)

Class IV Work Crew Master Agreement

Between

THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS

And

CITY OF MARYSVILLE

This Master Contract Agreement is entered into by and between the Washington State Department of Corrections, hereinafter referred to as DOC and the City of Marysville, located at 6915 Amar Road Marysville, WA 98207, hereinafter referred to as the 'RECIPIENT OF THE SERVICES' or 'RECIPIENT'. Legal authority for this Master Contract Agreement is pursuant to RCW 72.09.100 and Chapter 137-80 WAC.

Incarcerated Individuals, also known as 'Workers', who provide services under this Agreement reside in a DOC prison and are under the jurisdiction of the Washington State Department of Corrections.

1. PURPOSE

The purpose of this Agreement is to provide the master terms and conditions between the Parties for Incarcerated Individuals to provide work crew services to the RECIPIENT. Eligibility to receive services is defined in WAC 137-80. No public employees will be displaced as a result of this Agreement.

Upon execution of this Master Agreement, the terms and conditions contained in this Master Agreement will replace and terminate any previous Work Crew Agreement and Work Project Descriptions between the Parties. For this Master Agreement to be valid it must be signed by the DOC Contracts Administrator or designee on behalf of DOC.

2. WORK PROJECT DESCRIPTIONS

Work crew projects are limited to those that can be properly supervised as determined by the Superintendent of the Institution or designee and the RECIPIENT's Contract Manager. Each project is subject to careful review for custody and security requirements. Each distinct project requires a separate Work Project Description that is signed by both Parties to this Agreement. [See Attachment A] The Work Project Description will detail the work to be done, the cost to the RECIPIENT and other specifics of the particular project.

The Institution Superintendent or designee is authorized to sign Work Project Descriptions on behalf of DOC. A Work Project Description may be valid for up to one year but must end prior to, or on the same date as, this Master Contract Agreement. All services provided under each signed Work Project Description shall be performed pursuant to the terms of this Master Agreement.

3. TERM

The term of this Master Agreement shall begin **July 01, 2025** and continue through **June 30, 2027**, unless terminated sooner as provided for herein.

4. BILLING and PAYMENT

In consideration of the services provided hereunder, payment to DOC will be as follows:

- A. DOC will invoice the RECIPIENT for payment by the 20th of the month following each month in which Incarcerated Individuals' services were provided. Invoices for payment will include all direct and indirect charges payable to DOC by the RECIPIENT that were negotiated between the Parties.

- B. Payment by the RECIPIENT, will be due to the DOC address indicated below within 30 calendar days of the date of the invoice. This DOC Master Agreement number and the location of the project for which payment is made must be included with each payment.
- C. DOC will pay the Department of Labor and Industries (L&I) all workers' compensation premiums due under Title 51 RCW for workers providing services under this Agreement.
 - 1) Recipients must pay DOC for all such workers' compensation premiums under Title 51 RCW.
 - 2) Each calendar year quarter DOC will report to L&I the total number of Incarcerated Individuals' hours worked for the RECIPIENT under this Agreement during the previous quarter, and pay the total cost due for workers' compensation coverage directly to L&I for those hours.
- D. Addresses to use for Billing and Payment.
 - 1) **Billing** - Invoices for payment will be mailed to the address provided by the RECIPIENT:

City of Marysville
Attn: Jake Wetzel
80 Columbia Ave.
Marysville, WA 98207
 - 2) **Payment**
 - a. **State Agencies Only** - will pay using the following statewide vendor number:
SWV0003872-01 [IAP Payment - DOC General Account]
 - b. **All Other RECIPIENTs** - will send payment to the address provided by the DOC location from which services were provided.

5. TERMINATION

When in its own best interest, either party may terminate this Agreement, in whole or in part, upon 30 days' written notice to the other party, beginning on the second day after mailing such notice. If this Agreement is so terminated each of the Parties shall be liable only in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

6. SELECTION OF INCARCERATED INDIVIDUALS

The Institution will select the Individuals for each work crew. Selection criteria will conform to DOC Policy 700.000, WORK PROGRAMS IN PRISONS, DIRECTIVE III, Eligibility and Selection, as now written or hereafter revised.

7. HAZARD ASSESSMENT AND MITIGATION

- A. In accordance with the DOC Office of Risk Management, work generally considered to be dangerous or hazardous may not be performed by Incarcerated Individuals. (*See Attachment C, Prohibited Work*)
- B. Before Incarcerated Individuals provide services at any new and distinct project location, the RECIPIENT and DOC will jointly perform a written hazard, safety and security assessment.
- C. The Assessment must be performed in accordance with WAC 296-800-160 (*See Attachment D, Sample Job Safety Analysis Worksheet*).
- D. After the Assessment DOC may 1) agree to the specialized PPE that the RECIPIENT will provide to workers to mitigate the effects of identified hazard(s); 2) request that the RECIPIENT remove or otherwise

mitigate some or all of the hazards before workers perform the contracted work; or 3) withdraw from the project.

- E. The RECIPIENT will inform DOC promptly, in writing, if hazardous conditions or materials are found at the project site. If hazardous conditions or materials are discovered while Incarcerated Individuals are working at RECIPIENT's site, then work will be suspended immediately and RECIPIENT will make appropriate regulatory notifications and request further assessment.

8. TOOLS, EQUIPMENT AND SUPPLIES

Aside from the basic work attire, PPE, and SSE provided per DOC policy, the specific tools, equipment and supplies necessary for each project, and the party to the Agreement responsible for providing each item, will be designated in the Work Project Description and JSA for that project.

9. TRAINING

- A. The RECIPIENT will train Incarcerated Individuals regarding the work to perform as well as any safety requirements specific to the project site and in the use of any specialized equipment.
- B. For work performed in one static location, RECIPIENT will provide project and site specific safety, equipment, and PPE training as well as instruction in the use of any specialized equipment. The RECIPIENT will provide such training and instruction on the first day of each new project and again if and whenever the work changes to involve tasks or equipment for which the RECIPIENT has not trained the workers.
- C. For the same types of Level one or Level two work performed at successive locations, the RECIPIENT must provide the required training and instruction, described in Section 9(B) above, on the first day of work and again if and whenever the work changes to involve tasks or equipment for which the RECIPIENT has not trained the workers.
- D. The RECIPIENT will ensure that all safety training is in compliance with all applicable laws and regulations including, but not limited to, Division of Occupational Safety and Health (DOSH) regulations and the Washington Industrial Safety and Health Act (WISHA).
- E. Training provided by RECIPIENT can be in a variety of forms including, but not limited to, video, audio, electronic, Power Point, or/and printed instruction with illustrations. RECIPIENT provided training may be administered by DOC but source material shall be provided by the RECIPIENT. DOC has the sole discretion to supplement training provided by the RECIPIENT.

10. CONTRACT MANAGEMENT

The contract manager(s) for each of the Parties shall be responsible for and shall be the contact person(s) for all communications regarding the performance of this Agreement. Either party may, with written notice to the other, designate different contact persons.

RECIPIENT: Jake Wetzel, 425-583-7564, jwetzel@maysvillewa.gov

DOC: Brittney Garner, bngarner@doc1.wa.gov

11. SUPERVISION & TRANSPORTATION

- A. The Work: Work level definitions are found in the *Class IV Project Matrix*, attached hereto and incorporated by reference as *Attachment B*. The following are supervision requirements pertaining to the Work Project Levels:

- 1) For Level 1 and 2 Work Projects:

DOC will supervise the work performed, in conformance with training provided by RECIPIENT in accordance with Section 9 above, and maintain daily oversight of the project until completed.

2) For Level 3 Work Projects:

RECIPIENT will supervise the work performed by Incarcerated Individuals, in conformance with training provided by RECIPIENT in accordance with Section 9 above, and maintain daily oversight of the project until completed.

- B. Security: For all work project levels, a Correctional Officer will be present at all times to provide for the security and custody of Incarcerated Individuals and the safety of the public at large.
- C. On-Site Illness/Accidents: A first aid qualified Correctional Officer will be present at the worksite at all times. In the event of DOC Individual illness or injury, DOC will provide the appropriate first aid. If necessary, and as available, emergency medical assistance will be called, or the Individual will be transported to the nearest medical facility for treatment.
- 1) Expenses:
 - a) Illness. DOC will pay all expenses related to treatment of DOC Individual illness.
 - b) Injury. The cost of treatment provided to Incarcerated Individuals beyond first aid for any and all work related injuries will be paid in accordance with Title 51 RCW.
 - c) The DOC's L&I Account Number, 439,048-35, will be the account number used by Incarcerated Individuals, DOC and medical providers when reporting Incarcerated Individuals' work related injury.
- D. Transportation: DOC has sole responsibility to transport of Incarcerated Individuals to and from the work project site.

12. PUBLIC RELATIONS

Neither party shall arrange for media coverage without the consent of the other party, nor shall either party release information to the media without the consent of the other party. This includes, but is not limited to any reference in print, television, audio, video, and social media without the consent of the other party.

13. WORK PRODUCT and PERFORMANCE

Washington State and DOC, including its agents and/or employees:

- A. Are not responsible for, and do not guarantee, the quality of the work performed or products produced by Incarcerated Individuals on work crews;
- B. Shall not be required to pay other workers to re-do or repair the work performed by the Incarcerated Individuals; and
- C. Are not responsible for damages to third parties resulting from the work performed or products produced by Incarcerated Individuals on work crews.
- D. The RECIPIENT will pay all costs agreed to for services rendered under this Agreement, regardless of the quality of the work performed or products produced by the workers.

14. INDEMNIFICATION

- A. RECIPIENT, its agents, and/or employees:
 - 1) Are responsible for any damages resulting from the negligence of the RECIPIENT, its agents, and/or employees; and
 - 2) Will indemnify, defend, and hold harmless DOC for claims arising from the negligent acts or omissions of the RECIPIENT, its agents, and/or employees.

B. DOC, its agents, and/or employees:

- 1) Are responsible for damages that arise out of DOC, its agents, and/or employees' negligent security supervision of Incarcerated Individuals.

C. In accordance with the laws of the state of Washington and to the extent permitted by law, if both Parties to this Agreement are negligent and jointly liable, each party will assume responsibility for its own negligent acts or omissions.

15. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board 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 the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing.

16. INSURANCE

- A. RECIPIENT shall maintain insurance coverage in full force and effect during the entire term of this Contract as set out below. The insurance required shall be issued by an insurance company authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds. All policies shall be primary to any other valid and collectable insurance. RECIPIENT shall instruct the insurers to give the Department 30 days advance notice of any insurance cancellation.
- B. Commercial Form General Liability Insurance (contractual liability included) with minimum limits of \$1,000,000.00 for each occurrence and \$2,000,000.00 for general aggregate. If the insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Contract. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this Contract
- C. Except where further described in this Agreement, RECIPIENT will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsible in any way for claims filed by the RECIPIENT or their employees for services performed under the terms of this Contract.
- D. Prior to signature by DOC the RECIPIENT must provide the DOC with proof of current insurance for each coverage required under the Contract. Such proof shall be sent to Washington State Department of Corrections, Contracts and Legal Affairs at docclacontracts@doc1.wa.gov Contractor shall immediately notify Contracts and Legal Affairs in the event such policy is terminated, canceled, or modified.

17. PUBLIC BENEFIT NON-PROFIT

In order to utilize work crew services, RECIPIENTS that are non-profits, must be public benefit non-profits, as defined by the federal Internal Revenue Service (IRS). Those that are public benefit non-profits must provide proof to DOC of official IRS designation as a (501(c) (3) Charitable Organization or a (501(c) (4) Social Welfare Organization.

The RECIPIENT must provide the DOC Contract Manager listed in Section 10, CONTRACT MANAGEMENT above, with proof of its IRS public benefit non-profit designation.

18. AMENDMENTS AND MODIFICATIONS

Amendments or modifications to this Agreement shall not be binding unless agreed to in writing by the Parties hereto prior to such change or modification. Only the DOC Secretary or designee has the authority to alter, amend, modify, or waive any clause or condition of this Agreement for DOC.

19. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the Department.

20. SEVERABILITY

The terms and conditions of this Agreement are severable. If any term or condition of this Contract is held invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

21. ENTIRE AGREEMENT

This Agreement, including referenced Attachments, represents all the terms and conditions agreed upon by the Parties. No other understanding or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. As used herein, reference to the Agreement shall include this Master Agreement, fully executed amendments to this Agreement, and any Work Project Descriptions executed and attached hereto.

22. DNR EMERGENCY RESPONSE WORK

Any contract for DNR emergency response work is subject to DOC policy DOC 780.200.

THIS Agreement, consisting of six (6) pages and four (4) attachments, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

CITY OF MARYSVILLE

(Signature)
John Nehring

(Printed Name)

(Title)

(Date)

DEPARTMENT OF CORRECTIONS

(Signature)
Daryl A. Huntsinger

(Printed Name)
Contracts Administrator

(Title)

(Date)

WASHINGTON STATE DEPARTMENT OF CORRECTIONS
Corrections Center
Prisons Division CLASS IV Work Project Description

Contract Number: K_____

RECIPIENT: _____

RECIPIENT is: ☐ Government Entity ☐ State Agency ☐ Public Benefit Nonprofit; Evidence Attached ☐

RECIPIENT Contact: _____ **Phone:** _____ **Email:** _____

Department Contact: _____ **Phone:** _____ **Email:** _____

Work Project Title: (describe the work)

Project Level: ☐ 1 ☐ 2 ☐ 3

Project Location: _____

Project Period (One year maximum): _____ through _____

Workers will: (describe the work)

Number of Workers on crew: (insert number);

Projected Total Number of Crew Hours: _____

Hourly Gratuity: _____

Approximate Work Hours: Arrive at _____ a.m. Depart at _____ p.m.

Special Payment Terms. RECIPIENT will pay DOC:

1. Mileage reimbursement at the OFM/GSA rate at the time the work was performed;
2. The L&I Premiums Rate at the time the work was performed; and
3. Other direct and indirect costs \$____; to include _____ (Administrative Cost, etc.).

PPE, Tools and Equipment Provided by:

RECIPIENT: _____

Specialty PPE, Tools and Equipment Training Provided by RECIPIENT? ☐

DOC: _____

JSA Worksheet completed and attached? ☐

Additional Terms:

NAME OF RECIPIENT

DEPARTMENT OF CORRECTIONS

SAMPLE – DO NOT SIGN

Signature

SAMPLE – DO NOT SIGN

Signature of Superintendent

Title

Institution

Date

Date

Please email a copy of this Work Project Description to docclacontracts@doc1.wa.gov within two (2) calendar days after it is signed by both Parties. THANK-YOU.

ATTACHMENT B

CLASS IV PROJECT MATRIX
Department of Corrections
Work Projects & Gratuities

WORK PROJECT TITLE	HOURLY GRATUITY	WORK PROJECTS
LEVEL THREE PROJECTS		
CUTTING FIREWOOD	\$1.50	Labor intensive. Arduous work, difficult terrain and all types of weather. Operating and maintaining tools and equipment such as chainsaws. Handling of fuel for motors. Heavy lifting of timber, logs, rocks, etc. is required.
NOXIOUS WEED REMOVAL	\$1.50	Small infestations may be eradicated mechanically, manually or with a pre-approved herbicide. Methods of mechanical control include pulling, hoeing, mowing, line trimmers, and tillage. Very effective for annual weeds but can be very expensive for large areas when done with hand labor. Hand labor methods are most often used for very small infestations, in environmentally sensitive areas or where difficult terrain or obstructions such as sign posts, guard rails and fences prevent the use of other equipment.
BRUSH CLEARING	\$1.50	Underbrush consists of low growing shrubs, bushes, wild grasses and weeds, examples include scotch broom & blackberries. Clearing brush may expose workers to poison oak, brambles, snakes or other natural hazards. Hand tools such as pruners, clippers, weed eaters and mowers may be used. Work is differentiated from other grounds work by use of heavier equipment including: "brush hogs".
CARPENTRY / CONSTRUCTION	\$1.50	Building, installing, and repairing structures, fixtures, furniture, and other items using different types of materials including wood and steel. Requires working with instructions and schematics from supervisors and utilizing hand and power tools.
STREAM ENHANCEMENT & RESTORATION	\$1.50	Benefits the environment and water quality. Requires use and maintenance of specialized tools and equipment like chainsaws. Requires specialized safety training for terrain and weather conditions, handling of fuel and placement of large rocks to keep stream banks from eroding. Work requires heavy lifting of timber, logs, rocks, etc.
FORKLIFT OPERATION	\$1.25	Forklift operators use machinery to transport various objects at work sites or warehouses, this position requires training and certification prior to independent operation. Due to the nature of the position in working with equipment, this position requires an increased awareness of the surrounding area for safety of persons and property.
WOOD CHIPPING	\$1.25	Workers haul limbs, trunks, branches, and a variety of wood debris to a wood chipper. Workers use the resulting chips in compost mixtures and for landscaping.
LEVEL TWO PROJECTS		

BRIDGE CONSTRUCTION FOR TRAILS	\$1.25	Work is usually in parks and other natural areas where trails and bridges are in need of repair or upgrade. Terrain may be difficult. Work involves taking measurements, laying foundations, digging, building up ground, laying planks for treading and utilizing hand and power tools.
SALMON RESTORATION	\$1.25	Work is normally performed at a fish hatchery and in its ecosystem of pools, ponds, tanks, streams and the surrounding woods/forest environment. Clipping fins is a basic function and is utilized for marking the fish to indicate hatchery origin. Work such as brush clearing, stream restoration, introducing fish by-products into water sources to achieve nutrient enhancement.
TREE PLANTING	\$1.25	Workers transplant tree seedlings, generally for forestry, reclamation or to prevent streambank erosion. Workers carry sacks of seedlings, utilize hand tools and must navigate rough terrain.
TRAIL CONSTRUCTION	\$1.25	Workers use a variety of hand tools to restructure trails and pathways. Work may include trail drainage, surfacing with a variety of materials (i.e., stone, woodchips, boardwalk, etc.), replacing rails, footings, etc. and removing invasive vegetation or fallen trees from trails.
LITTER PICK-UP & RECYCLING	\$1.25	Some heavy lifting is involved (i.e., appliances, furniture, tires, etc.) as is risk from high traffic areas, ditches, sharps such as syringes, glass, metal, etc., waste products and snakes.
MECHANICAL	\$1.25	Work class is unique in that the individual possesses and uses the necessary skills to perform limited maintenance on mechanical equipment routinely used in the performance of regular duties.
SAND BAGGING	\$1.25	Workers fill burlap or nylon bags with 40-50 pounds of sand and place them as barriers to prevent further erosion on stream banks and to protect homes and structures from flood events.
CLEANING RETENTION PONDS	\$1.25	Crews use hand tools, such as rakes and nets, to remove unwanted vegetation and litter from ponds. Crews also dispose of the debris collected.
LEVEL ONE PROJECTS		
SANDING / SALTING	\$1.00	Crews spread sand and salt on slick/icy surfaces to prevent accidents. Lifting and carrying heavy bags, drums and containers is required. Shovels are used in large areas. Workers fill burlap or nylon bags with 40-50 pounds of sand and place them as barriers to prevent further erosion on stream banks and to protect homes and structures from flood events.
LANDSCAPING	\$1.00	Primarily for re-forestation. Developing or enhancing an area by adding trees, plants or other features. Use of hand and power tools is required. Worker knowledge, skill and experience are critical.
TRUCKS – LOAD/UNLOAD	\$1.00	Workers unload various trucks and pallets. Work requires the ability to work long hours on their feet while repetitively loading and unloading boxes, bags, or misc. items. Work requires little specific training or direction.
GENERAL LABOR	\$1.00	Miscellaneous labor not otherwise categorized. Most tasks require no formal training.

ATTACHMENT C

Washington State Department of Corrections
Statewide Safety Program



PROHIBITED WORK

May **NOT** Be Performed By Incarcerated Individuals (Workers)

1. Work requiring the use of a respirator, the exception is a dust mask. Respirators are anything regulated by the National Institute for Occupational Safety and Health (NIOSH), such as an N-95 particle mask, half mask, full face, PAPR or a supplied air respirator.
2. Work involving explosives, including fireworks.
3. Work where there is exposure to X-ray or radioactive isotopes.
4. Work with electrical wires, performing electrical work, working with energized lines, or within 10 feet of an exposed and energized line.
5. Demolition or any other work where there is known or suspected asbestos-containing material, i.e. boats, ships and buildings constructed before 1980.
6. Demolition of boats and ships or any structure which would require work in confined spaces.
7. Work on structures on or over water such as docks and piers.
8. Work requiring the use of hazardous chemicals, i.e. pesticides and herbicides, unless the local government-non-profit agency has certified to the Department that it is in compliance with RCW 49.17.280 and WAC 296-901.
9. Work at any location where there is known or suspected hazardous materials or environmental hazards, i.e. PCBs.
10. Work handling or picking up needles, razor blades, or other sharp objects.
11. Logging or timbering activities, with the exception of Department of Natural Resources work crews and supervised wood cutting/splitting.
12. Work in homeless encampments and/or tent cities, whether populated or not.
13. Workers will not be utilized for crowd control and moving individuals' personal properties

ATTACHMENT D**JOB SAFETY ANALYSIS (JSA) WORKSHEET**

RECIPIENT: _____

DOC Matrix - Project Risk Level: _____

RECIPIENT JSA Contact: _____

Phone: _____

Email: _____

DOC JSA Contact: _____

Phone: _____

Email: _____

DOC Matrix – Work Project Title: _____**Project Date(s):** _____**Project Location(s):** _____**Contract:** K _____

ELEMENTS/ACTIVITIES	SPECIFIC TASKS	HAZARDS	CONTROLS	PPE	PROVIDER of PPE & TRAIN TO USE

SPECIAL EQUIPMENT THAT WORKERS WILL USE FOR THIS PROJECT:

TASK	HAZARDS TYPE	RISK LEVEL	EQUIPMENT	PROVIDER of SPECIAL EQUIP. & TRAIN TO USE

I certify that I performed a hazard assessment, using this form, of the above-named work site. This document constitutes my findings and certification of this hazard assessment. I understand that this document facilitates compliance with the hazard assessment requirements of WAC 296-800-160.

RECIPIENT JSA Contact**SAMPLE – DO NOT SIGN**

(Signature)

Date

(Printed Name)

Title

Department JSA Contact**SAMPLE – DO NOT SIGN**

(Signature)

Date

(Printed Name)

Title

Instructions: Please use this form “as is” to identify hazards, the ways to eliminate or control them, and what PPE to use to mitigate them.

Elements/Activities: Consider all Elements/Activities that are needed to accomplish the specific work project. List each one in Column One.

Tasks: In the Task column list the tasks that are necessary to accomplish each element.

Example: “operating a table saw” would be an element and “installing a blade” and/or “ripping” would each be separate tasks

Hazards: Note any condition at the project site or with the project itself that could potentially cause occupational injury, death, or disease. [At this point, assume that workers are not wearing or otherwise using personal protective equipment. You may choose to detail injuries that could result from each hazard.]

Examples of hazards include: working at heights, slippery surfaces, exposed moving machinery parts, fire, explosion, noise, electricity, emissions, chemicals, low oxygen, repetitive tasks, heavy lifting, and exposure to infectious blood borne pathogens.

Examples of how injuries could occur: work at heights = falls, broken bones, paralysis, or death; noise exposure = permanent and severe ringing in the ears and/or hearing loss; exposure to chemicals = skin damage and blindness; and working in low oxygen areas = suffocation, unconsciousness and even death.

Controls: Note how you will eliminate or minimize the hazard before using PPE.

Examples of controls include: Using a safer tool, equipment, or chemical, adding safeguards to machinery, using safer work practices, using local exhaust ventilation for emissions, and enclosing noisy equipment or moving workers away from such equipment to reduce exposure levels.

Personal Protective Equipment (PPE): Detail the specific PPE that is needed to protect against each hazard that cannot be eliminated or minimized with controls.

Distribution: ORIGINAL: DOC Work Unit Supervisor

COPIES: 1) RECIPIENT Contact; 2) Facility or CCD Safety Officer; and 3) Attached to CMS contract record by DOC Contract Manager.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Participation in proposed Nationwide Settlement Agreements with Eight Opioids Manufacturers - Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to take all actions necessary for the City to participate in the proposed settlement agreements with eight opioids manufacturers.

SUMMARY:

Proposed nationwide settlement agreements have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight opioids manufacturers - Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus. The Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Settlements will provide a maximum of approximately \$720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

Alvogen to immediately pay up to approximately \$19 million;
Amneal to pay up to approximately \$74 million over 10 years, and to provide either approximately \$177 million of its generic version of the drug Narcan or up to an additional approximately \$44 million in cash;

Apotex to immediately pay up to approximately \$65 million;
Hikma to immediately pay up to approximately \$98 million, and to provide either approximately \$35 million of its naloxone product or up to an additional approximately \$7 million in cash;
Indivior to pay up to approximately \$75 million over five years, a portion of which, at the election of the state, could be paid in the form of Indivior's branded buprenorphine and/or nalmefene products with a value of up to \$140 million.;

Mylan to pay up to approximately \$290 million over nine years;
Sun to immediately pay up to approximately \$32 million; and
Zydus to immediately pay up to approximately \$15 million.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

The State of Washington is participating in these settlement agreements, making the City eligible to participate as well. In order to participate in the settlement agreements and receive settlement funds, the City is required to notify the Implementation Administrator of its intent to participate by October 8, 2025.

ATTACHMENTS:

[national_opioid_settlement_notice_settlement_overview.pdf](#)

National Opioids Settlements: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Marysville city, WA
Rubris Reference Number: CL-1769676

**TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID
SETTLEMENTS.**

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the “Manufacturers”). Local political subdivisions and special districts are referred to as “subdivisions.”

The Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Settlements will provide a maximum of approximately \$720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Alvogen to immediately pay up to approximately \$19 million;
- Amneal to pay up to approximately \$74 million over 10 years, and to provide either approximately \$177 million of its generic version of the drug Narcan or up to an additional approximately \$44 million in cash;
- Apotex to immediately pay up to approximately \$65 million;
- Hikma to immediately pay up to approximately \$98 million, and to provide either approximately \$35 million of its naloxone product or up to an additional approximately \$7 million in cash;
- Indivior to pay up to approximately \$75 million over five years, a portion of which, at the election of the state, could be paid in the form of Indivior’s branded buprenorphine and/or nalmefene products with a value of up to \$140 million.;
- Mylan to pay up to approximately \$290 million over nine years;
- Sun to immediately pay up to approximately \$32 million; and
- Zydus to immediately pay up to approximately \$15 million.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com/>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them.

Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **October 8, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **October 8, 2025**.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Burton Eggertsen, Legal
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Secondary Manufacturers Opioid-Related Settlement Agreement.
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the Secondary Manufacturers Settlement Agreement forms.
SUMMARY:	The State has reached a settlement agreement with numerous pharmaceutical companies (referred to in the settlement agreement as the "Secondary Manufacturers") regarding opioid-related claims. Local jurisdictions have the option to join the negotiated settlement in exchange for releasing the Secondary Manufacturers from liability. Those that join must use proceeds from the settlement for opioid-remediation purposes. To join this settlement, the City must sign two forms: (a) the combined subdivision participation and release form, and (b) the allocation agreement.

ATTACHMENTS:

[Secondary_Manufacturers_Settlement.pdf](#)

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Marysville city, WA
Reference Number: CL-1769676

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

Please note that this notice and package pertain only to the Secondary Manufacturers Settlements. You may have previously received information about joining another separate settlement involving Purdue Pharma and the Sackler family under separate cover, which requires a different participation form and imposes a different submission deadline.

You are receiving this *Combined Participation Package* because Washington is participating in the Secondary Manufacturers Settlements.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims; and
- The *Allocation Agreement IV*, which splits the Washington share between the State and its local governments, similar to prior opioid settlements. Note that this same agreement was previously circulated with the materials for the separate Purdue Pharma and Sackler family settlement.

The *Combined Participation Form* and *Allocation Agreement IV* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under each of the *Secondary Manufacturers Settlements*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its

maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

As mentioned above, this *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the separate Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form*, *Allocation Agreement IV*, and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* and *Allocation Agreement IV* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form* and *Allocation Agreement IV*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined*

Participation Form and Allocation Agreement IV via DocuSign will associate your signed forms with your subdivision's records.

- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form and Allocation Agreement IV* using DocuSign, the signed *Combined Participation Form and Allocation Agreement IV* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line *Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID]*.

Detailed instructions on how to sign and return the *Combined Participation Form and Allocation Agreement IV*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form* or *Allocation Agreement IV*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Washington Attorney General's Office, Complex Litigation Division at comopsettlements@atg.wa.gov or call Jeff Rupert, Division Chief, at 206-389-2116.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K**Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: Marysville city	State: WA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



**WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE
ALLOCATION OF FUNDS PAID BY THE PURDUE BANKRUPTCY, SACKLERS,
AND CERTAIN OPIOID MANUFACTURERS**

JULY 24, 2025

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by the Purdue Bankruptcy, Sacklers, and Certain Opioid Manufacturers (the “Allocation Agreement IV”) governs the distribution of funds obtained from (1) the Purdue Bankruptcy and Sackler Direct Claims Settlement, (2) the Alvogen Settlement, (3) the Amneal Settlement, (4) the Apotex Settlement, (5) the Hikma Settlement, (6) the Indivior Settlement, (7) the Mylan Settlement, (8) the Sun Settlement, and (9) the Zydus Settlement in connection with the resolution of any and all claims by the State of Washington and the eligible counties, cities, and towns in Washington State (“Local Governments”) against the Settling Entities defined in the respective Settlement Agreements via the following settlements and bankruptcy plan of reorganization:

- (1) The 13th Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors (the “Purdue Plan”) , including and amendments thereto and all “Plan Documents” as defined therein, if the “Effective Date” as defined therein has occurred; (2) the Master Settlement Agreement By and Among the Master Disbursement Trust, Each of the Parties Listed On Exhibit A Hereto, Each of the Parties Listed on Exhibit B Hereto, the Sackler Parties’ Representative and PR L.P. and any subsequent amendments, and (3) Government Entity & Shareholder Direct Settlement Agreement and any subsequent amendments (collectively, the “Purdue Bankruptcy and Sackler Direct Claims Settlement”).
- Alvogen Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Alvogen Settlement”).
- Amneal Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Amneal Settlement”).
- Apotex Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Apotex Settlement”).
- Hikma Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Hikma Settlement”).
- Indivior Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Indivior Settlement”).
- Mylan Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Mylan Settlement”).
- Sun Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Sun Settlement”).



- Zydus Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Zydus Settlement”)

Collectively, the Purdue Bankruptcy and Sackler Settlement, Alvogen Settlement, Amneal Settlement, Apotex Settlement, Hikma Settlement, Indivior Settlement, Mylan Settlement, Sun Settlement, and the Zydus Settlement shall be referred to as “the Settlements”. The Settlements can be accessed at <https://nationalopioidsettlement.com/> and the Purdue Plan can be accessed at <https://restructuring.ra.kroll.com/purduepharma/Home-DocketInfo?DocAttribute=4218&DocAttrName=PlanDisclosureStatement&MenuID=9013&AttributeName=Plan%20%26%20Disclosure%20Statement>. The terms and definitions of each of the respective Settlements are incorporated into this Allocation Agreement IV, and any undefined terms in this Allocation Agreement IV are as defined in the Settlements.

1. This Allocation Agreement IV is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement IV shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.
2. This Allocation Agreement IV shall become effective with respect to a Settlement only if all of the following occur:
 - A. The State of Washington joins such Settlement and becomes a Settling State as provided for in the respective Settlement and, with respect to the Purdue Bankruptcy and Sackler Settlement the State of Washington votes in favor of the Purdue Plan or does not vote against the Purdue Plan, and does not object to the confirmation of the Purdue Plan.
 - B. Such Settlement becomes final and effective and a Consent Judgment that applies to Washington is filed and approved as provided for in the respective Settlement. For the Purdue Bankruptcy, the “Effective Date” as defined in the Purdue Plan has occurred.
 - C. The number of Local Governments that execute and return this Allocation Agreement IV satisfies the participation requirements for a State-Subdivision Agreement as specified in such Settlement.
3. *Requirements to become a Participating Local Government.* To become a Participating Local Government that can participate in this Allocation Agreement IV with respect to any one of the Settlements, a Local Government must do all of the following:
 - A. The Local Government must execute and return this Allocation Agreement IV.
 - B. The Local Government must do the following:
 - i. Release its claims against the Settling Entities identified in the respective Settlements and agree to be bound by the terms of the



Settlements by timely executing and returning the Participation Form for that Settlement and any other necessary documents.

- ii. Additionally, for the Purdue Bankruptcy and Sackler Direct Claims Settlement, either (1) vote in favor of or (2) abstain from voting on the Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors, and (3) not object to the confirmation of the Purdue Plan.
- C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.
- D. Each Local Government that is eligible to participate in this Allocation Agreement IV has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities (“MOU”) agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 1. By executing this Allocation Agreement IV, the Local Government agrees and affirms that the MOU applies to and shall govern the LG Share, as defined below, as modified by this Allocation Agreement IV for each of the Settlements in which the Local Government participates.

A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a “Participating Local Government” for that Settlement. A Local Government can be a “Participating Local Government” for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.

- 4. The allocations set forth in this Allocation Agreement IV apply to the following, all of which collectively shall be referred to as the “Washington Abatement Amount”:
 - A. For the Purdue Bankruptcy and Sackler Settlement, all amounts (collectively, “Washington Distributions”) that are apportioned to Washington as Estate Distributions or from the Shareholder Direct Settlement Portion, including, without limitation, those to Washington’s State Fund, Remediation Accounts Fund, Subdivision Fund, Direct Payment, Earned Direct Payment, and Estate Distributions for Washington and all Participating Local Governments for the Purdue Bankruptcy and Sackler Settlement, *provided*, however, that for the purposes of the allocations set forth in this Allocation Agreement IV, Washington Distributions shall not include State’s Fees and Costs (as defined below). This Allocation Agreement IV shall be considered a State-Subdivision



Agreement under the Government Entity & Shareholder Direct Settlement Agreement.

- B. For the Alvogen Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- C. For the Amneal Settlement, the State of Washington's (1) State Allocation and (2) Additional Remediation Amount.
- D. For the Apotex Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- E. For the Hikma Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- F. For the Indivior Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- G. For the Mylan Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- H. For the Sun Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- I. For the Zydus Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

As specified in each of the Settlements, the Washington Abatement Amount will vary depending on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.

- 5. The (1) Amneal Settlement, (2) Hikma Settlement, and (3) Indivior Settlement each provide the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value as specified in those Settlements of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product for each of those Settlements. If the State elects to obtain Settlement Product for a particular Settlement, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement IV, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash conversion value assigned to it in the respective Settlement Agreements, *i.e.*, the "Settlement Product Cash Conversion Amount" or the "Cash Conversion Amount" identified in those settlements.



6. The allocations set forth in this Allocation Agreement IV do not apply to (i) the State Cost Fund, State AG Fees and Costs, State Expense Fund, State AG Fees, State Direct Expenses, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or via Fee Petitions or that are paid directly or indirectly via the Settlements or court order to the State of Washington and/or its outside counsels ("State's Fees and Costs") or to (ii) any payments made to Participating Subdivisions pursuant to section 5.9 of the Purdue Plan, which provides for a Local Government Fee Fund.
7. This Allocation Agreement IV and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement IV combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is \$150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives \$1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)
8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement IV shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement IV and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.
9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.
10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington ("State Share").
 - B. Fifty percent (50%) to the Participating Local Governments ("LG Share").
11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 1 as amended and modified in this Allocation Agreement IV.
12. For purposes of this Allocation Agreement IV only, the MOU is modified as follows and any contrary provisions in the MOU are struck:



- A. Exhibit A of the MOU is replaced by the Exhibit specifying the List of Opioid Remediation Uses for each of the respective Settlements, which generally can be found at Exhibit E of the respective Settlements.
- B. The definition of “Litigating Local Governments” in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements and shall also include any local government that notified Judge Polster in Case No. 1:17-md-02804-DAP of its intent to sue any of the settling entities that are covered by this Allocation Agreement.
- C. The definition of “National Settlement Agreement” in Section A.6 of the MOU shall mean the Settlements.
- D. The definition of “Settlement” in Section A.14 of the MOU shall mean the Settlements and expressly includes the Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors.
- E. The MOU is amended to add new Section C.4.g.vIV, which provides as follows:

“If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the respective Settlements, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel (“Regional OAC”) as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.IVi of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension.”

- F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the MOU and the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney’s Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022).



- G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the Settlement Administrator.
- H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions' contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.
- I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from a Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, as well as the Purdue Plan, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement IV shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.
- J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of



the MOU shall be the percentage set forth in that contingency fee agreement.

- K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements as well as any payments made to Participating Subdivisions pursuant to section 5.9 of the Purdue Plan shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement IV apply) of any Litigating Local Government contingency fee agreement referred to above has been met.
 - L. To the extent there are any excess funds in the GFF, the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
13. In connection with the execution and administration of this Allocation Agreement IV, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*
 14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement IV as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.
 15. If any party to this Allocation Agreement IV believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlements has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
 16. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Entities are subject to the requirements of the MOU and this Allocation Agreement IV.
 17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.



18. Venue for any legal action related to this Allocation Agreement IV (separate and apart from the MOU or the Settlements) shall be in King County, Washington. Washington law shall govern any dispute.
19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement IV have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement IV.



FOR THE STATE OF WASHINGTON:

NICHOLAS W. BROWN
Attorney General

JEFFREY G. RUPERT
Division Chief

Date: _____



FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: Marysville city, WA

Authorized signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT 1

One Washington Memorandum of Understanding Between Washington Municipalities

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrback L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

O P I O I D A B A T E M E N T S T R A T E G I E S

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
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Adams County

Adams County	0.1638732475%
Hatton	
Lind	
Othello	
Ritzville	
Washtucna	
County Total:	0.1638732475%

Asotin County

Asotin County	0.4694498386%
Asotin	
Clarkston	
County Total:	0.4694498386%

Benton County

Benton County	1.4848831892%
Benton City	
Kennewick	0.5415650564%
Prosser	
Richland	0.4756779517%
West Richland	0.0459360490%
County Total:	2.5480622463%

Chelan County

Chelan County	0.7434914485%
Cashmere	
Chelan	
Entiat	
Leavenworth	
Wenatchee	0.2968333494%
County Total:	1.0403247979%

Clallam County

Clallam County	1.3076983401%
Forks	
Port Angeles	0.4598370527%
Sequim	
County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
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Clark County

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
County Total:	6.7812031452%

Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
County Total:	0.0561699537%

Cowlitz County

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
County Total:	2.4720828165%

Douglas County

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
County Total:	0.4731986040%

Ferry County

Ferry County	0.1153487994%
Republic	
County Total:	0.1153487994%

EXHIBIT B

County	Local Government	% Allocation
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Franklin County

Franklin County	0.3361237144%
Connell	
Kahlotus	
Mesa	
Pasco	0.4278056066%
County Total:	0.7639293210%

Garfield County

Garfield County	0.0321982209%
Pomeroy	
County Total:	0.0321982209%

Grant County

Grant County	0.9932572167%
Coulee City	
Coulee Dam***	
Electric City	
Ephrata	
George	
Grand Coulee	
Hartline	
Krupp	
Mattawa	
Moses Lake	0.2078293909%
Quincy	
Royal City	
Soap Lake	
Warden	
Wilson Creek	
County Total:	1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
<u>Grays Harbor County</u>		
	Grays Harbor County	0.9992429138%
	Aberdeen	0.2491525333%
	Cosmopolis	
	Elma	
	Hoquiam	
	McCleary	
	Montesano	
	Oakville	
	Ocean Shores	
	Westport	
	County Total:	1.2483954471%
<u>Island County</u>		
	Island County	0.6820422610%
	Coupeville	
	Langley	
	Oak Harbor	0.2511550431%
	County Total:	0.9331973041%
<u>Jefferson County</u>		
	Jefferson County	0.4417137380%
	Port Townsend	
	County Total:	0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

EXHIBIT B

County	Local Government	% Allocation
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Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
County Total:	3.5635439479%

Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
County Total:	0.4811529598%

Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
County Total:	0.2211673457%

Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
County Total:	1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
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Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
County Total:	0.1712669645%

Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
County Total:	0.9329097900%

Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
County Total:	0.6145043345%

Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
County Total:	0.4895416466%

EXHIBIT B

County	Local Government	% Allocation
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Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
County Total:	0.2566374940%

Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
County Total:	12.0345236870%

San Juan County

San Juan County	0.2101495171%
Friday Harbor	
County Total:	0.2101495171%

EXHIBIT B

County	Local Government	% Allocation
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Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
County Total:	1.6910058544%

Skamania County

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
County Total:	0.1631931925%

Snohomish County

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
County Total:	11.8213083387%

EXHIBIT B

County	Local Government	% Allocation
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Spokane County

Spokane County	5.5623859292%
Airway Heights	
Cheney	0.1238454349%
Deer Park	
Fairfield	
Latah	
Liberty Lake	0.0389636519%
Medical Lake	
Millwood	
Rockford	
Spangle	
Spokane	3.0872078287%
Spokane Valley	0.0684217500%
Waverly	
County Total:	8.8808245947%

Stevens County

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
County Total:	0.7479240179%

Thurston County

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
County Total:	3.3712525050%

Wahkiakum County

Wahkiakum County	0.0596582197%
Cathlamet	
County Total:	0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
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Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Burton Eggertsen, Legal

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Purdue/Sackler Family Settlement Agreement

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Purdue/Sackler Family Settlement Agreement forms.

SUMMARY:

The State has reached a settlement agreement with Purdue Pharma and its shareholders regarding opioid-related claims. Local jurisdictions have the option to join the negotiated settlement in exchange for releasing Purdue Pharma and its shareholders from liability. Those that join must use proceeds from the settlement for opioid-remediation purposes.

To join this settlement, the City must sign two forms: (a) the combined subdivision participation and release form, and (b) the allocation agreement.

ATTACHMENTS:
[New National Opioids Settlement Purdue.pdf](#)

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Marysville city, WA
Reference Number: CL-1738806

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN A NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

Please note that this notice and package pertain only to the Purdue/Sackler family settlement. You should expect to receive information about joining another separate recent set of multi-state opioids settlements with eight additional opioids manufacturers under separate cover.

The proposed settlement at issue here is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by states, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for states and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Washington, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims; and
- The *Allocation Agreement IV*, which splits the Washington share between the State and its local governments, similar to prior opioid settlements.

The *Participation Form* and *Allocation Agreement IV* must be executed, without alteration, and submitted on or before September 30, 2025, in order

for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form*, *Allocation Agreement IV*, and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* and *Allocation Agreement IV* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form* and *Allocation Agreement IV*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed

Participation Form and Allocation Agreement IV via DocuSign will associate your signed forms with your subdivision's records.

- (3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return an executed *Participation Form and Allocation Agreement IV* using DocuSign, the signed *Participation Form and Allocation Agreement IV* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form and Allocation Agreement IV*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the bankruptcy plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form and Allocation Agreement IV*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Washington Attorney General's Office, Complex Litigation Division at comopsettlements@atg.wa.gov or call Jeff Rupert, Division Chief, at 206-389-2116.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: Marysville city	State: WA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



**WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE
ALLOCATION OF FUNDS PAID BY THE PURDUE BANKRUPTCY, SACKLERS,
AND CERTAIN OPIOID MANUFACTURERS**

JULY 24, 2025

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by the Purdue Bankruptcy, Sacklers, and Certain Opioid Manufacturers (the “Allocation Agreement IV”) governs the distribution of funds obtained from (1) the Purdue Bankruptcy and Sackler Direct Claims Settlement, (2) the Alvogen Settlement, (3) the Amneal Settlement, (4) the Apotex Settlement, (5) the Hikma Settlement, (6) the Indivior Settlement, (7) the Mylan Settlement, (8) the Sun Settlement, and (9) the Zydus Settlement in connection with the resolution of any and all claims by the State of Washington and the eligible counties, cities, and towns in Washington State (“Local Governments”) against the Settling Entities defined in the respective Settlement Agreements via the following settlements and bankruptcy plan of reorganization:

- (1) The 13th Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors (the “Purdue Plan”) , including and amendments thereto and all “Plan Documents” as defined therein, if the “Effective Date” as defined therein has occurred; (2) the Master Settlement Agreement By and Among the Master Disbursement Trust, Each of the Parties Listed On Exhibit A Hereto, Each of the Parties Listed on Exhibit B Hereto, the Sackler Parties’ Representative and PR L.P. and any subsequent amendments, and (3) Government Entity & Shareholder Direct Settlement Agreement and any subsequent amendments (collectively, the “Purdue Bankruptcy and Sackler Direct Claims Settlement”).
- Alvogen Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Alvogen Settlement”).
- Amneal Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Amneal Settlement”).
- Apotex Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Apotex Settlement”).
- Hikma Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Hikma Settlement”).
- Indivior Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Indivior Settlement”).
- Mylan Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Mylan Settlement”).
- Sun Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Sun Settlement”).



- Zydus Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Zydus Settlement”)

Collectively, the Purdue Bankruptcy and Sackler Settlement, Alvogen Settlement, Amneal Settlement, Apotex Settlement, Hikma Settlement, Indivior Settlement, Mylan Settlement, Sun Settlement, and the Zydus Settlement shall be referred to as “the Settlements”. The Settlements can be accessed at <https://nationalopioidsettlement.com/> and the Purdue Plan can be accessed at <https://restructuring.ra.kroll.com/purduepharma/Home- DocketInfo?DocAttribute=4218&DocAttrName=PlanDisclosureStatement&MenuID=9013&Attribute=Plan%20%26%20Disclosure%20Statement>. The terms and definitions of each of the respective Settlements are incorporated into this Allocation Agreement IV, and any undefined terms in this Allocation Agreement IV are as defined in the Settlements.

1. This Allocation Agreement IV is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement IV shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.
2. This Allocation Agreement IV shall become effective with respect to a Settlement only if all of the following occur:
 - A. The State of Washington joins such Settlement and becomes a Settling State as provided for in the respective Settlement and, with respect to the Purdue Bankruptcy and Sackler Settlement the State of Washington votes in favor of the Purdue Plan or does not vote against the Purdue Plan, and does not object to the confirmation of the Purdue Plan.
 - B. Such Settlement becomes final and effective and a Consent Judgment that applies to Washington is filed and approved as provided for in the respective Settlement. For the Purdue Bankruptcy, the “Effective Date” as defined in the Purdue Plan has occurred.
 - C. The number of Local Governments that execute and return this Allocation Agreement IV satisfies the participation requirements for a State-Subdivision Agreement as specified in such Settlement.
3. Requirements to become a Participating Local Government. To become a Participating Local Government that can participate in this Allocation Agreement IV with respect to any one of the Settlements, a Local Government must do all of the following:
 - A. The Local Government must execute and return this Allocation Agreement IV.
 - B. The Local Government must do the following:
 - i. Release its claims against the Settling Entities identified in the respective Settlements and agree to be bound by the terms of the Settlements by timely executing and returning the Participation Form for that Settlement and any other necessary documents.



- ii. Additionally, for the Purdue Bankruptcy and Sackler Direct Claims Settlement, either (1) vote in favor of or (2) abstain from voting on the Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors, and (3) not object to the confirmation of the Purdue Plan.
- C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.
- D. Each Local Government that is eligible to participate in this Allocation Agreement IV has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities ("MOU") agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 1. By executing this Allocation Agreement IV, the Local Government agrees and affirms that the MOU applies to and shall govern the LG Share, as defined below, as modified by this Allocation Agreement IV for each of the Settlements in which the Local Government participates.

A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a "Participating Local Government" for that Settlement. A Local Government can be a "Participating Local Government" for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.

- 4. The allocations set forth in this Allocation Agreement IV apply to the following, all of which collectively shall be referred to as the "Washington Abatement Amount":
 - A. For the Purdue Bankruptcy and Sackler Settlement, all amounts (collectively, "Washington Distributions") that are apportioned to Washington as Estate Distributions or from the Shareholder Direct Settlement Portion, including, without limitation, those to Washington's State Fund, Remediation Accounts Fund, Subdivision Fund, Direct Payment, Earned Direct Payment, and Estate Distributions for Washington and all Participating Local Governments for the Purdue Bankruptcy and Sackler Settlement, *provided*, however, that for the purposes of the allocations set forth in this Allocation Agreement IV, Washington Distributions shall not include State's Fees and Costs (as defined below). This Allocation Agreement IV shall be considered a State-Subdivision



Agreement under the Government Entity & Shareholder Direct Settlement Agreement.

- B. For the Alvogen Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- C. For the Amneal Settlement, the State of Washington's (1) State Allocation and (2) Additional Remediation Amount.
- D. For the Apotex Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- E. For the Hikma Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- F. For the Indivior Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- G. For the Mylan Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- H. For the Sun Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- I. For the Zydus Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

As specified in each of the Settlements, the Washington Abatement Amount will vary depending on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.

- 5. The (1) Amneal Settlement, (2) Hikma Settlement, and (3) Indivior Settlement each provide the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value as specified in those Settlements of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product for each of those Settlements. If the State elects to obtain Settlement Product for a particular Settlement, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement IV, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash conversion value assigned to it in the respective Settlement Agreements, *i.e.*, the "Settlement Product Cash Conversion Amount" or the "Cash Conversion Amount" identified in those settlements.



6. The allocations set forth in this Allocation Agreement IV do not apply to (i) the State Cost Fund, State AG Fees and Costs, State Expense Fund, State AG Fees, State Direct Expenses, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or via Fee Petitions or that are paid directly or indirectly via the Settlements or court order to the State of Washington and/or its outside counsels ("State's Fees and Costs") or to (ii) any payments made to Participating Subdivisions pursuant to section 5.9 of the Purdue Plan, which provides for a Local Government Fee Fund.
7. This Allocation Agreement IV and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement IV combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is \$150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives \$1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)
8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement IV shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement IV and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.
9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.
10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington ("State Share").
 - B. Fifty percent (50%) to the Participating Local Governments ("LG Share").
11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 1 as amended and modified in this Allocation Agreement IV.
12. For purposes of this Allocation Agreement IV only, the MOU is modified as follows and any contrary provisions in the MOU are struck:



- A. Exhibit A of the MOU is replaced by the Exhibit specifying the List of Opioid Remediation Uses for each of the respective Settlements, which generally can be found at Exhibit E of the respective Settlements.
- B. The definition of “Litigating Local Governments” in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements and shall also include any local government that notified Judge Polster in Case No. 1:17-md-02804-DAP of its intent to sue any of the settling entities that are covered by this Allocation Agreement.
- C. The definition of “National Settlement Agreement” in Section A.6 of the MOU shall mean the Settlements.
- D. The definition of “Settlement” in Section A.14 of the MOU shall mean the Settlements and expressly includes the Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors.
- E. The MOU is amended to add new Section C.4.g.vIV, which provides as follows:

“If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the respective Settlements, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel (“Regional OAC”) as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.IV of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension.”

- F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the MOU and the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney’s Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022).



- G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the Settlement Administrator.
- H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions' contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.
- I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from a Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, as well as the Purdue Plan, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement IV shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.
- J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of



the MOU shall be the percentage set forth in that contingency fee agreement.

- K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements as well as any payments made to Participating Subdivisions pursuant to section 5.9 of the Purdue Plan shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement IV apply) of any Litigating Local Government contingency fee agreement referred to above has been met.
 - L. To the extent there are any excess funds in the GFF, the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
- 13. In connection with the execution and administration of this Allocation Agreement IV, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*
 - 14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement IV as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.
 - 15. If any party to this Allocation Agreement IV believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlements has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
 - 16. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Entities are subject to the requirements of the MOU and this Allocation Agreement IV.
 - 17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.

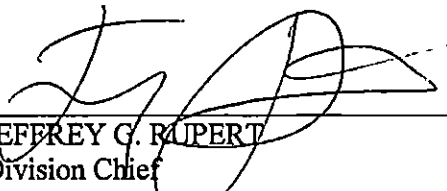


18. Venue for any legal action related to this Allocation Agreement IV (separate and apart from the MOU or the Settlements) shall be in King County, Washington. Washington law shall govern any dispute.
19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement IV have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement IV.



FOR THE STATE OF WASHINGTON:

NICHOLAS W. BROWN
Attorney General



JEFFREY G. RUPERT
Division Chief

Date: 7-24-2025



FOR THE PARTICIPATING LOCAL GOVERNMENT:

Marysville city, WA
Reference Number: CL-1738806

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT 1
One Washington Memorandum of Understanding Between Washington Municipalities

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
 - iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
 - iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
 - v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
 - vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
 - vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.
5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrbach L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s)), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this ____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose)

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
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Adams County

Adams County	0.1638732475%
Hatton	
Lind	
Othello	
Ritzville	
Washtucna	
County Total:	0.1638732475%

Asotin County

Asotin County	0.4694498386%
Asotin	
Clarkston	
County Total:	0.4694498386%

Benton County

Benton County	1.4848831892%
Benton City	
Kennewick	0.5415650564%
Prosser	
Richland	0.4756779517%
West Richland	0.0459360490%
County Total:	2.5480622463%

Chelan County

Chelan County	0.7434914485%
Cashmere	
Chelan	
Entiat	
Leavenworth	
Wenatchee	0.2968333494%
County Total:	1.0403247979%

Clallam County

Clallam County	1.3076983401%
Forks	
Port Angeles	0.4598370527%
Sequim	
County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
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Clark County

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
County Total:	6.7812031452%

Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
County Total:	0.0561699537%

Cowlitz County

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
County Total:	2.4720828165%

Douglas County

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
County Total:	0.4731986040%

Ferry County

Ferry County	0.1153487994%
Republic	
County Total:	0.1153487994%

*** - Local Government appears in multiple counties B-2

EXHIBIT B

County	Local Government	% Allocation
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Franklin County

Franklin County	0.3361237144%
Connell	
Kahlotus	
Mesa	
Pasco	0.4278056066%
County Total:	0.7639293210%

Garfield County

Garfield County	0.0321982209%
Pomeroy	
County Total:	0.0321982209%

Grant County

Grant County	0.9932572167%
Coulee City	
Coulee Dam***	
Electric City	
Ephrata	
George	
Grand Coulee	
Hartline	
Krupp	
Mattawa	
Moses Lake	0.2078293909%
Quincy	
Royal City	
Soap Lake	
Warden	
Wilson Creek	
County Total:	1.2010866076%

*** - Local Government appears in multiple counties B-3

EXHIBIT B

County	Local Government	% Allocation
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Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
County Total:	1.2483954471%

Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
County Total:	0.9331973041%

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
King County		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

*** - Local Government appears in multiple counties B-5

EXHIBIT B

County	Local Government	% Allocation
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Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
County Total:	3.5635439479%

Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
County Total:	0.4811529598%

Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
County Total:	0.2211673457%

Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
County Total:	1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
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Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
County Total:	0.1712669645%

Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
County Total:	0.9329097900%

Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
County Total:	0.6145043345%

Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
County Total:	0.4895416466%

*** - Local Government appears in multiple counties B-7

EXHIBIT B

County	Local Government	% Allocation
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Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metline	
Metline Falls	
Newport	
County Total:	0.2566374940%

Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
County Total:	12.0345236870%

San Juan County

San Juan County	0.2101495171%
Friday Harbor	
County Total:	0.2101495171%

*** - Local Government appears in multiple counties B-8

EXHIBIT B

County	Local Government	% Allocation
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Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
County Total:	1.6910058544%

Skamania County

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
County Total:	0.1631931925%

Snohomish County

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
County Total:	11.8213083387%

*** - Local Government appears in multiple counties B-9

EXHIBIT B

County	Local Government	% Allocation
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Spokane County

Spokane County	5.5623859292%
Airway Heights	
Cheney	0.1238454349%
Deer Park	
Fairfield	
Latah	
Liberty Lake	0.0389636519%
Medical Lake	
Millwood	
Rockford	
Spangle	
Spokane	3.0872078287%
Spokane Valley	0.0684217500%
Waverly	
County Total:	8.8808245947%

Stevens County

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
County Total:	0.7479240179%

Thurston County

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
County Total:	3.3712525050%

Wahkiakum County

Wahkiakum County	0.0596582197%
Cathlamet	
County Total:	0.0596582197%

*** - Local Government appears in multiple counties B-10

EXHIBIT B

County	Local Government	% Allocation
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Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
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Yakima County

Yakima County	1.9388392959%
Grandview	0.0530606109%
Granger	
Harrah	
Mabton	
Moxee	
Naches	
Selah	
Sunnyside	0.1213478384%
Tieton	
Toppenish	
Union Gap	
Wapato	
Yakima	0.6060410539%
Zillah	
County Total:	2.7192887991%

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Appointment

AGENDA SECTION: Mayor's Business

SUBJECT: Reappointment of Marques Oliver to the Parks, Culture, and Recreation Board

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[M. Oliver - Reappointment to Parks Board.doc](#)



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby reappoint MARQUES OLIVER as a member of the PARKS, CULTURE, AND RECREATION BOARD of the City of Marysville, pursuant to the Marysville Municipal Code 2.51; dated this 8th day of SEPTEMBER 2025.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the PARKS, CULTURE, AND RECREATION BOARD of the City of Marysville in the manner required by law.

Dated this 8th day of SEPTEMBER 2025

MARQUES OLIVER

This term of appointment expires on the 26th day of SEPTEMBER 2028.