



**CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 22, 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 Corporal Matt Mishler
[Oath Police Corporal Matt Mishler.docx](#)
- B. Swearing-in of Police Officer Dan Kim
[Dan Kim Oath.docx](#)
- C. Mayor's Outstanding Volunteer Award
[Outstanding Volunteer Certificate_APersyn_2025SEP22.pdf](#)
[Outstanding Volunteer Certificate_GSparks_2025SEP22.pdf](#)
[Outstanding_Volunteer_Nomination_Radio_Volunteers_2025SEP.pdf](#)
- D. Proclamation Declaring October 2025 as Domestic Violence Awareness Month in Marysville,
[PROCLAMATION Domestic Violence Awareness Month 2025.pdf](#)
- E. Proclamation Declaring Oct. 6-10, 2025, as Code Enforcement Appreciation Week in Marysville

Public Comment

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

1. September 2, 2025, City Council Meeting Minutes
[CC 09022025.docx](#)
2. September 8, 2025, City Council Meeting Minutes
[CC 09082025.docx](#)

Consent

3. September 3, 2025, Claims in the Amount of \$2,372,762.20 Paid by Check Numbers 179824 through 179934 with Check Numbers 164036, 169758, 170374, 173045, 175489, 175596, 175763, 175774, 179372, 179458, 179628, 179438, 179792, 179794, 179795 Voided
[090325.rtf](#)
4. September 10, 2025, Payroll in the Amount of \$2,031,731.78 Paid by EFT Transactions and Check Numbers 35861 through 35873
5. September 10, 2025, Claims in the Amount of \$1,724,192.74 paid by EFT Transaction Check Numbers 179935 through 179937 and Check Numbers 179938 through 180113 with Check Numbers 178901 and 179674 Voided
[091025.rtf](#)

Review Bids

6. Contract Award – Norton Corrosion Limited for the Reservoir Cathodic Protection Project
Recommended Motion: I move to authorize the Mayor to sign and execute the Reservoir Cathodic Protection Project contract with Norton Corrosion Limited, LLC in the amount of \$118,842.31 and approve a management reserve of \$11,884.23 for a total allocation of \$130,726.54.
[W2303_Draft_Contract_Norton_revised.pdf](#)
[W2303_Reservoir Cathodic Protection_Certified Bid Tab.pdf](#)

Public Hearings

New Business

7. Strategies 360 Contract 2025-26
Recommended Motion: I move to authorize the Mayor to sign and execute the agreement with Strategies 360, Inc.
[Strategies 360 Ratification PSA.docx](#)
8. Professional Services Agreement with David Evans and Associates, Inc. for the Ingraham Boulevard / 84th Street NE

Pavement Preservation Project

Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with David Evans and Associates, Inc., in the amount of \$462,576, for engineering design related to the Ingraham Boulevard / 84th Street NE Pavement Preservation Project.

[David_Evans___Associates_-_Executed_by_Contractor.pdf](#)

9. Supplemental Agreement No. 3 with Otak, Inc., to provide a no-cost time extension for delivery of consultant services on the 156th Street NE, Smokey Point Boulevard to Hayho Creek Improvement Project
Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 3 with Otak, Inc., to provide a no-cost time extension to December 31, 2025 – for delivery of consultant services on the 156th Street NE, Smokey Point Boulevard to Hayho Creek Improvement Project.
[33342_Supp_3_Partially_executed_Date_Ext_Sept_2025.pdf](#)
10. AXON Contract
Recommended Motion: I move to authorize the Mayor to sign and execute the agreement with Axon.
[MPD-Axon Agreement Final.pdf](#)
11. Interagency Agreement AOC2684 Between the Washington State Administrative Office of the Court and Marysville Municipal Court for Reimbursement of Pre-Trial Service-related costs
Recommended Motion: I move to ratify the Mayor's execution of the Interagency Agreement between the Washington State Administrative Office of the Courts and the Marysville Municipal Court for reimbursement of funds for pre-trial services.
[Pre-Trial services 25 26.pdf](#)
12. Interagency Agreement between Washington State Administrative Office of the Court, AOC2780, and Marysville Municipal Court for Language Access and Interpreter Reimbursement Program.
Recommended Motion: I move to authorize the Mayor to sign and execute the Agreement between the Administrative Office of the Courts and Marysville Municipal Court for Language Access and Interpreter Reimbursement.
[LAIRP 20 26.pdf](#)
13. Solid Waste Management Local Solid Waste Financial Assistance Agreement
Recommended Motion: I move to authorize the Mayor to sign and execute the Solid Waste Management Local Solid Waste Financial Assistance Agreement with the Department of Ecology
[AgreementReadyForSignature_SWMLSWFA-2025-MaryPW-00241.pdf](#)
14. Professional Services Agreement with Commonstreet Consulting for Right-of-Way Services for the Ebey Waterfront Trail Phase IV-B project.
Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Commonstreet Consulting to provide Right-of-Way services for the Ebey Waterfront Trail Phase IV-B project in the amount of \$208,293.35.
[Proposed Contract.pdf](#)

15. Master Services Agreement with Jatheon Technologies, Inc. for an All-In-One Archiving Platform and Compliance Solution
Recommended Motion: I move to authorize the Mayor to sign and execute the Master Service Agreement for Jatheon Technologies, Inc. for all-in-one archiving platform and compliance solution in the amount of \$109,755.36.
[Jatheon Master Service Agreement.pdf](#)
16. Strawberry Fields Turf Field Project
[2025 Strawberry Fields Turf Presentation_9-116-2025.pptx](#)
17. A **Resolution** Accepting a Donation of Fifty Thousand Dollars from Amazon
Recommended Motion: I move to adopt Resolution No. _____.
[Resolution for Gift - Amazon.doc](#)
18. A **Resolution** Accepting a Donation of Fifty Thousand Dollars from the Pilchuck Soccer Alliance
Recommended Motion: I move to adopt Resolution No. _____.
[Resolution for Gift - Pilchuck Soccer Alliance.doc](#)
19. An **Ordinance** Amending MMC 5.02.040 by Increasing the Business License Exemption Threshold
Recommended Motion: I move to adopt Ordinance No. _____.
[Ordinance - Threshold Exemption Increase 9.18.2025.docx](#)
20. An **Ordinance** Amending the 2025-26 Biennial Budget and Providing for the Increase/Decrease of Certain Expenditure Items as Budgeted for in Ordinance 3325
Recommended Motion: I move to adopt Ordinance No. _____.
[2025 Q3 Budget Memo.docx](#)
[091925 Budget Ordinance.pdf](#)

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

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

Reconvene

Adjournment

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: **Presentations**

SUBJECT: Swearing-in of Corporal Matt Mishler

SUGGESTED ACTION:

SUMMARY: Police Officer Matt Mishler is being promoted to Corporal. Mayor Nehring will be swearing him in to Corporal Mishler's new rank.

ATTACHMENTS:
[Oath Police Corporal Matt Mishler.docx](#)



MARYSVILLE POLICE DEPARTMENT
An Accredited Agency
ERIK SCAIRPON, CHIEF OF POLICE



POLICE CORPORAL
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, MATT MISHLER, 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 CORPORAL FOR THE CITY OF MARYSVILLE, ACCORDING TO THE BEST OF MY ABILITY, SO HELP ME GOD.

SIGNED THIS 22ND DAY OF SEPTEMBER, 2025.

MATT MISHLER
POLICE CORPORAL

ERIK SCAIRPON
CHIEF OF POLICE

JON NEHRING
MAYOR

TINA BROCK
CITY CLERK



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: **Presentations**

SUBJECT: Swearing-in of Police Officer Dan Kim

SUGGESTED ACTION:

SUMMARY: Mayor Jon Nehring will swear in the newest Marysville Police Officer, Officer Dan Kim.

ATTACHMENTS:
[Dan Kim Oath.docx](#)



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



**POLICE OFFICER
OATH OF OFFICE**

MARYSVILLE POLICE DEPARTMENT

**I, DAN KIM, 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 22ND DAY OF SEPTEMBER, 2025

**DAN KIM
POLICE OFFICER**

**ERIK SCAIRPON
CHIEF OF POLICE**

**JON NEHRING
MAYOR**

**TINA BROCK
CITY CLERK**



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Sarah Calvin, Executive

ITEM TYPE: Mayor's Business

AGENDA SECTION: **Presentations**

SUBJECT: Mayor's Outstanding Volunteer Award

SUGGESTED ACTION:

SUMMARY: Awards to Allan Persyn and Gordon Sparks for their roles in the success of the Marysville ACS, essential for communications during emergencies.

ATTACHMENTS:

[Outstanding Volunteer Certificate_APersyn_2025SEP22.pdf](#)
[Outstanding Volunteer Certificate_GSparks_2025SEP22.pdf](#)
[Outstanding_Volunteer_Nomination_Radio_Volunteers_2025SEP.pdf](#)

OUTSTANDING VOLUNTEER AWARD



♦♦ MARYSVILLE ♦♦

PROUDLY PRESENTED TO

Allan Persyn

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

PRESENTED ON SEPTEMBER 22, 2025

Mayor Jon Nehring

OUTSTANDING VOLUNTEER AWARD



♦ MARYSVILLE ♦

PROUDLY PRESENTED TO

Gordon Sparks

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

PRESENTED ON SEPTEMBER 22, 2025

Mayor Jon Nehring

Eligibility and Criteria for the Award

The Outstanding Volunteer Award nominee should be committed to making the City of Marysville a better community through voluntary personal service to meet community needs. The nominee will be considered based on initiative and good work achieved through volunteer service. Nominations should be made for direct service, board service or administrative volunteering. Individuals may be nominated by an individual, agency, corporation, or organization. Nominees must be residents of Marysville.

Nominee Information

Please fill out information for the person you are nominating:

Nominee First Name	Allan / Gordon
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Nominee Last Name	Persyn / Sparks
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Nominee Phone Number	206 313 1345 / 4083989522
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Nominee Home City	Marysville / Marysville
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Nominee Email Address	<i>Field not completed.</i>
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Nominator First Name	Kassidy
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Nominator Last Name	Aldrich
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Nominator Phone Number	3603638718
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Nominator Agency/Organization	City of Marysville
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Nominator Email Address	kaldrich@marysvillewa.gov
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Tips for Completing the Nomination Form

Please use the next section to highlight how your nominee volunteers to serve our community. Consider including information on the need for the service the nominee is delivering. Additionally you could include details if they started a new organization, are using new methods to solve problems, initiated activities, or built collaboration with other organizations. Please include an additional reference that the city can contact regarding the nominees contributions to the community.

Overview of Nominee
Volunteer Activity and
Impact to the
Community

Allan Persyn and Gordon Sparks both play a major role in the success of Marysville ACS. As Registered Emergency Workers, they have both dedicated countless hours supporting critical ACS functions, including operations, planning, and technical system readiness.

Their expertise and steady presence have directly strengthened Marysville Emergency Management's ability to respond effectively during both planned and unplanned events. They play a key role in maintaining and improving the communications systems that ACS relies on for situational awareness, contributing to our mission of supporting the city before, during, and after disasters.

Their efforts have directly enhanced the City's abilities to maintain communications during emergencies and help us to create a more resilient Marysville!

More info at www.marysvillewa.gov/ACS

Approximately how
many hours does the
nominee volunteer per
month?

12

Reference First Name

Field not completed.

Reference Last Name

Field not completed.

Reference Phone
Number

Field not completed.

Reference
Agency/Organization

Field not completed.

Reference Email
Address

Field not completed.

Email not displaying correctly? [View it in your browser.](#)



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring October 2025 as Domestic Violence Awareness Month in Marysville,

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[PROCLAMATION Domestic Violence Awareness Month 2025.pdf](#)



PROCLAMATION

Declaring October 2025 as Domestic Violence Awareness Month in Marysville

WHEREAS, domestic violence is widespread and affects more than 4 million Americans each year, including women and men of every race, religion, culture, status and income level; and

WHEREAS, in the United States, one in three women and one in four men have experienced some form of physical violence from an intimate partner; and

WHEREAS, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism and non-productivity; and

WHEREAS, about 28% of women in Washington state face stalking victimization in their lifetime; and

WHEREAS, in 2024 Marysville Police had 673 cases involving a domestic violence offense, a 40% increase in cases over 2023, and made 573 related arrests; and

WHEREAS, Domestic Violence Services, a non-profit organization serving Snohomish County since 1976, provides emergency shelter and comprehensive, confidential services to all victims of domestic abuse, and is available 24/7 by calling 425-25-ABUSE; and

WHEREAS, the City of Marysville joins DVS Snohomish County along with local community service agencies, volunteer organizations and churches to help heighten community awareness about this important issue and let victims and families know that we care; and

WHEREAS, in partnership with DVS, the City of Marysville is hosting a free public Domestic Violence Resource Fair on Wednesday, Oct. 8, in Comeford Park.

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

DOMESTIC VIOLENCE AWARENESS MONTH

in the City of Marysville. I encourage all residents to join our community’s effort to #BreakTheSilence to support domestic violence programs and resources for victims and families.

Under my hand and seal this twenty-second day of September, 2025.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring Oct. 6-10, 2025, as Code Enforcement Appreciation Week in Marysville

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[Code Enforcement Appreciation Week 2025.pdf](#)



PROCLAMATION

Declaring Oct. 6-10, 2025, as Code Enforcement Appreciation Week in Marysville

WHEREAS, the second week of October is designated to recognize the important work of Code Enforcement Officers in communities throughout the country; and

WHEREAS, Code Enforcement Officers provide for the safety, health and welfare of our residents through the enforcement of building, zoning, housing, animal control, fire and life safety, environmental and other city codes and ordinances; and

WHEREAS, these officers have challenging and demanding responsibilities for improving neighborhood and the quality of lives of our city's residents and businesses, and work tirelessly with individuals and neighborhoods in often difficult situations; and

WHEREAS, Code Enforcement officers are dedicated, highly qualified and trained professionals who share the goals of preventing neighborhood deterioration, ensuring safety and enhancing communities; and

WHEREAS, in 2024 the city Code Enforcement investigated 482 new cases and closed 431 cases, mostly involving graffiti, nuisance properties and building violations;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim Oct. 6-10, 2025, as

CODE ENFORCEMENT APPRECIATION WEEK

in the City of Marysville in appreciation for the hard work of our Code Enforcement Officers and their dedicated service to neighborhood livability and civic pride.

Under my hand and seal this twenty-second day of September, 2025.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: September 2, 2025, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 09022025.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Special Meeting
Minutes
September 2, 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.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: City Administrator Jennifer Stapleton, City Attorney Jon Walker, Interim Community Development Director Jeff Wilson, Police Chief Erik Scairpon, Communications Manager Connie Mennie, Parks & Rec. Director Tara Mizell, Engineering Services Director Jeff Laycock, Project Engineer Adam Benton, Wastewater Utility Manager Matt Eyer, I.S. Analyst Elliot Jacobson

Approval of the Agenda

Mayor Nehring requested waiving normal rules in order to take action on items 1 through 7 and to allow public comment.

Motion to waive normal rules in order to take action on items 1 through 7 and to allow public comment moved by Council President Stevens seconded by Councilmember Norton.

AYES: ALL

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

AYES: ALL

Presentations

A. Impact Fee Study Kickoff Presentation

City Administrator Jennifer Stapleton explained that the City entered into an agreement with FCS Group - Bowman Companies to undertake an impact fee study. John Ghilarducci and Doug Gabbard from FCS Group - Bowman Companies gave an overview of the impact fee characteristics, regulations, and calculation considerations. Policy issues for the City to think about include calculations and management of credits; discounting of impact fees; impact fee cost basis; methodology options; charging non-residentially-related demand for parks; housing affordability and impact fees; and uniform versus area-specific impact fees.

Councilmember Condyles asked clarification questions about the graph shown. He noted that some cities have a much higher percentage of impact fees going to parks as opposed to transportation. Mr. Gabbard agreed and noted that transportation projects tend to be more expensive for most cities.

Councilmember King asked about banking impact fees for specific projects. Mr. Ghilarducci noted they can bank them for up to 10 years.

Councilmember Muller asked how far back they can look under the historical model. Mr. Gabbard replied that it was as long as they have records. There was some discussion about how this would apply to the golf course.

Mayor Nehring thanked them for the presentation.

B. Update on Wastewater Treatment Master Plan

Project Engineer Adam Benton presented on the current Wastewater Master Plan Update. He reviewed the Master Plan elements and their current status. These elements include Existing System Description; Land Use & Planning Criteria; Flow & Load Analysis; Sewer Model Update and Calibration; Collection System Evaluation; Wastewater Treatment Plant Evaluation; Operations & Maintenance Evaluation; and the draft Capital Improvement Plan (CIP). Storm & Wastewater Utility Manager Matt Eyer discussed the Wastewater Treatment Plant Upgrade including capacity projections, regulatory considerations, a historical overview of improvements/major maintenance, recent upgrade studies, and next steps. Project Engineer Benton reviewed the updated Master Plan timeline.

Councilmember Richards asked how much they consider people who currently have septic who may be connecting to sewer in the future. Mr. Benton thought it was a pretty

small amount. Councilmember Richards asked about potential grants. Mr. Benton thought there were some but are pretty small. They will be looking into low interest loans.

Councilmember King asked if all the lift stations have stationary generators. Utility Manager Eyer explained that the critical pump stations do. Some of the smaller ones can be accessed with mobile generators. Councilmember King asked if some of the trunk lines will age out at some point. Utility Manager Eyer indicated that they would. He explained that they would be creating an asset list to identify older pipes and prioritize replacement. Councilmember King asked about the cost of the joint outfall with Everett. Staff explained there is a cost for the use of that. If the City upgrades to meet the nutrient requirements, it would allow them to go to the Steamboat outfall year round which would reduce the cost.

Councilmember Muller asked if a portion of this would be a membrane system. Utility Manager Eyer explained that it could be, but they are considering other options that are less expensive. Councilmember Muller asked about systems that could help to reclaim water. Staff thought this could be part of the alternatives analysis in the future.

Audience Participation

None

Approval of Minutes

Consent

1. July 23, 2025, Claims in the Amount of \$530,450.46 Paid by Check Numbers 179039 through 179171 with Check Numbers 170660 and 178339 Voided

072325.rtf

2. July 25, 2025, Payroll in the Amount of \$2,016,652.46 Paid by EFT Transactions and Check Numbers 35798 through 35818
3. July 30, 2025, Claims in the Amount of \$2,111,494.82 Paid by Check Number 179172 through 179309 with Check Numbers 171727, 172289, 174933, 175558, and 175789 Voided

073025.rtf

4. August 6, 2025, Claims, in the Amount of \$1,389,242.51 Paid by Check Numbers 179310 through 179435 with Check Numbers 171947, 172673, and 175622 Voided

080625.rtf

5. [August 08, 2025, Payroll in the Amount of \\$2,038,426.16 Paid by EFT Transactions and Check Numbers 35819 through 35839](#)

Motion to approve Consent Agenda items 1-5 moved by Councilmember Condyles seconded by Councilmember Richards.

AYES: ALL

[Review Bids](#)

[Public Hearings](#)

[New Business](#)

6. [An Ordinance Relating to Business Licensing and Amending Chapter 5.02 of the Municipal Code](#)

[Ordinance - Business Licenses - Revocation - Advertising or operating without a valid state license or certification.pdf](#)

Police Chief Scairpon discussed the need for code revisions related to business license protocol for review and revocation - specific to illicit massage businesses. The code changes are designed to promote a proper and legal business environment. They will be easy to navigate and understand for both the owner and the City.

City Attorney Walker reviewed the proposed changes including the repeal of suspension; summary revocation; state license or certification requirements; penalties for operating without a business license after being notified; and alignment of reasons for denial and revocation of a business license.

Clarification questions and answers followed.

Motion to adopt Ordinance No. 3359 moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

7. [An Ordinance Relating to Chronic Nuisance Properties and Amending Chapter 6.23 and Section 4.02.04 of the Municipal Code](#)

[Memo - Chronic Nuisance Code Amendment.pdf](#)

[Ordinance - Chronic Nuisance Code Amendment.pdf](#)

City Attorney Walker discussed the chronic nuisance code. A chronic nuisance includes nuisance with a public safety component and involves criminal conduct. Chief Scairpon reviewed police challenges associated with nuisance violations. City Attorney Walker reviewed the proposed changes which treat all types of properties equally and aligns fines and potential criminal penalties with Nuisance chapter. It would pertain to three

chronic nuisance activities in 90 days or seven in 364 days. It authorizes the recording of Notice of Chronic Nuisance on the title of the property. It would be handled by the Police Chief and reviewed by the City Administrator.

Councilmember Muller asked if this would give landlords any tools to help get problem tenants out of a property. Chief Scairpon explained it might encourage them to use the tools available to them.

Councilmember Norton asked for clarification about the verbiage of "the property owner or the person in charge". City Attorney Walker explained how this has been used in association with nightclubs. This helps to cover all their bases because ultimately both the property owner and the person in charge are responsible.

Motion to adopt Ordinance No. 3360 moved by Councilmember Norton seconded by Councilmember Muller.

AYES: ALL

Legal

Mayor's Business

Mayor Nehring had the following comments:

- He reported on the 9-11 event coming up.
- The spray park will remain open through the weekend.
- Touch-a-Truck is coming up.

Staff Business

City Attorney Walker made a recommendation that the Council change the code so that the first meeting in January and September be regular meetings because there will always be action that needs to be taken after the Council breaks. There was consensus to have him draft up those changes.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- Thanks to staff for the ordinances provided tonight which show responsiveness to community concerns.
- He reported on the recent Snohomish County Tomorrow meeting where they had an update from Sound Transit on the Everett Extension, the Urban Core Subarea Plan, the Light Rail Community Zone, and the tree canopy monitoring report.
- He is happy to see the box wraps that were installed over the last several weeks. They look very nice.
- There are a lot of fall events coming up. The cemetery is having a cleanup day on Saturday from 9 to 3.

Councilmember James:

- Night Out Against Crime was a big success.
- Thanks staff for the work on the ordinances.

Councilmember King:

- He thanked the City for all the activities and functions over the summer. He has enjoyed seeing all the kids playing at the spray park.
- The traffic signal at Sunnyside and 53rd Avenue is making progress.

Council President Stevens:

- He reported on tonight's Economic Development Committee meeting where they had a presentation on sports tourism, the proposed sports complex with potential partners and next steps, and updates on the CIC development activity.
- He welcomed everyone back.
- Thanks to staff for the detailed presentations.
- Thanks to Legal for massaging the code.

Councilmember Richards noted that a citizen brought up the fact that the Council gets along so well. They wondered why there wasn't more debate or opposition to items. He said he attributes this to the fact that the Mayor and staff listen to what they have to say so well in the discussions and process leading up to the votes.

Councilmember Muller:

- Thanks to staff for the great ordinances. He is proud they are leaders in these regulations.
- He asked if wraps could be included on new signalizations. Director Mizell replied that they will be included moving forward.

Councilmember Norton expressed appreciation for the presentations and welcomed everyone back.

Adjournment

Motion to adjourn the meeting at 9:16 p.m. moved by Councilmember Muller seconded by Councilmember Condyles.

AYES: ALL

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: September 8, 2025, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 09082025.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

Regular Meeting Minutes

September 8, 2025

Call to Order

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

Invocation

Kinder Smoots of Eagle Wings disAbility Ministries gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: City Administrator Jennifer Stapleton, City Attorney Jon Walker, Parks & Recreation Director Tara Mizell, I.S. Analyst Elliot Jacobson, Police Chief Erik Scairpon, Engineering Services Director Jeff Laycock, Interim Community Development Director Jeff Wilson, Communications Manager Connie Mennie, Associate Planner Kathryn Bird, Senior Project Manager Steve Miller, Transportation Services Manager Jesse Birchman

Approval of the Agenda

Motion to approve the agenda moved by Councilmember James seconded by Councilmember Condyles.

AYES: ALL

Presentations

A. Swearing-in of Police Officer Travis Houde

Oath Police Officer Travis Houde.docx

Chief Scairpon introduced Police Officer Travis Houde who was sworn in by Mayor Nehring.

B. Marysville School District Back-to-School Kick-Off

Interim Superintendent, Dr. Deborah Rumbaugh gave an update on Marysville School District Back to School Kick Off. Themes for the year are Hope, Optimism, Urgency, and Support. She stressed their intentions to be responsive, to be honest, to honor their commitment to the District's promise, and to be trustworthy. Recovery will take time, but they are committed to doing that. She reviewed a four-year financial recovery plan; academic improvement goals; and the district mission statement. Clarification questions and answers followed regarding projected academic improvements, enrollment, school closures, morale, and city-district partnership.

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

PROCLAMATION IT Professionals Day 2025.pdf

Mayor Nehring read this proclamation into the record.

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

PROCLAMATION Finance & Accounting Appreciation Week 2025.pdf

Mayor Nehring read this proclamation into the record.

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

PROCLAMATION Human Resources Professionals Day 2025.pdf

Mayor Nehring read this proclamation into the record.

Public Comment

David Briske stated he is relatively new to the area. He purchased a home from Cornerstone and they are having issues with parking in their neighborhood. The HOA would like to have a one-way drive into the development due to extreme congestion.

They have concerns about what would happen in the event of a fire. Director Laycock offered to speak with him one on one to get more information.

Approval of Minutes

1. July 14, 2025, City Council Meeting Minutes

CC 07142025.docx

Motion to approve July 14, 2025, City Council Meeting Minutes moved by Councilmember King seconded by Council President Stevens.

VOTE: Motion carried 6 - 0

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

NOES: None

ABSTAIN: Councilmember Muller

2. July 28, 2025, City Council Meeting Minutes

07282025 Minutes.docx

Motion to approve the July 28, 2025, City Council Meeting Minutes moved by Council President Stevens seconded by Councilmember King.

VOTE: Motion carried 6 - 0

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

NOES: None

ABSTAIN: Councilmember Richards

3. August 13, 2025, Special Meeting Minutes

08132025 Minutes.docx

Motion to approve the August 13, 2025, Special Meeting Minutes moved by Councilmember James seconded by Councilmember Muller.

VOTE: Motion carried 6 - 0

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

NOES: None

ABSTAIN: Councilmember Richards

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

Consent

Motion to approve the Consent Agenda moved by Councilmember Muller seconded by Councilmember Condyles.

AYES: ALL

Review Bids

Public Hearings

9. CDBG - Program Year 2024 Consolidated Annual Performance and Evaluation Report (CAPER)

Draft PY2024 CAPER for Public Comment_posted version.pdf

Associate Planner Kathryn Bird made the staff presentation on the Consolidated Annual Performance and Evaluation Report.

Mayor Nehring opened the hearing at 7:37 p.m. Seeing no comments the public hearing was closed at 7:38 p.m.

Motion 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 moved by Councilmember Norton seconded by Councilmember Muller.

AYES: ALL

10. [An Ordinance Vacating an Unopened Street Adjacent to 1301 4th Street](#)

[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](#)

Director Laycock reviewed this item regarding the vacation of an unopened street adjacent to 1301 4th Street. Questions and answers followed regarding Mattress Factory access and lumberyard development plans.

Mayor Nehring opened the public hearing at 7:42 p.m. Seeing no comments the public hearing was closed at 7:43 p.m.

Motion to adopt Ordinance No. 3361 moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

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](#)

[2025-08-11_PSA_M-R_Final Design_Phase 1_MR signed.pdf](#)

[Bayview Trail.pdf](#)

Senior Project Manager Steve Miller made the presentation regarding progress on the Bayview Trail Connector - Phase 1. He pointed out that the contract amount is actually \$586,848.29. He reviewed the alignment, public outreach, construction phase estimates, and next steps.

Questions and answers followed about Lake Stevens' design and progress and alignment.

Motion 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 \$586,848.29 moved by Councilmember Richards seconded by Council President Stevens.

AYES: ALL

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](#)

[Contract_26-96647-024 Bayview Trail Marysville.pdf](#)

[Bayview Trail.pdf](#)

Councilmember King said he was very impressed with the cooperation with the Lake Stevens staff.

Motion to authorize the Mayor to sign and execute Washington State Department of Commerce Grant Agreement No. 26-96647-024 moved by Councilmember Norton seconded by Councilmember James.

AYES: ALL

13. [Interlocal Agreement between Snohomish County and the City of Marysville for Auto Theft Task Force Services](#)

[ATTF 2025-2027 MARYSVILLE ILA.pdf](#)

Chief Scairpon made the presentation regarding participation in the regional Auto Theft Task Force with this interlocal task force. Questions and answers followed regarding auto theft trends, impound/confiscation options, consequences of fleeing from the police, and newer technology to assist police with pursuits.

Motion to authorize the Mayor to sign and execute the agreement moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

14. [Washington State Department of Corrections – Class IV Work Crew Master Agreement](#)

[K13879_Signature__Insurance_Certificate_Requ.pdf](#)

Transportation Services Manager Jesse Birchman presented the Work Crew Master Agreement with the Department of Corrections. Questions and answers followed regarding the timing of the work, how the schedule is determined, and hourly rate.

Motion to authorize the Mayor to sign and execute the Washington State Department of Corrections Class IV Work Crew Master Agreement moved by Councilmember Condyles seconded by Councilmember King.

AYES: ALL

15. [Participation in proposed Nationwide Settlement Agreements with Eight Opioids Manufacturers - Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus](#)

[national_opioid_settlement_notice_settlement_overview.pdf](#)

City Attorney Walker presented on the opioid settlement agreements related to items 15, 16 and 17. Staff requested that Council approve all three items.

Questions and answers followed regarding distribution allocations and possible uses of the funds.

Motion to authorize the Mayor to take all actions necessary for the City to participate in the proposed settlement agreements with eight opioids manufacturers moved by Councilmember James seconded by Councilmember King.

AYES: ALL

16. [Secondary Manufacturers Opioid-Related Settlement Agreement.](#)

[Secondary_Manufacturers_Settlement.pdf](#)

Motion to authorize the Mayor to sign and execute the Secondary Manufacturers Settlement Agreement forms moved by Council President Stevens seconded by Councilmember Muller.

AYES: ALL

17. [Purdue/Sackler Family Settlement Agreement](#)

[New National Opioids Settlement Purdue.pdf](#)

Motion to authorize the Mayor to sign and execute the Purdue/Sackler Family Settlement Agreement forms moved by Councilmember Condyles seconded by Councilmember James.

AYES: ALL

[Legal](#)

[Mayor's Business](#)

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

[M. Oliver - Reappointment to Parks Board.doc](#)

Motion to approve the reappointment of Marques Oliver to the Parks, Culture, and Recreation Board moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

Mayor's Comments:

- Government Affairs meeting with the School District will be this Wednesday at 10 a.m.
- He is looking forward to continuing work with the School District.
- Community Transit is beginning some robust communication efforts regarding options on the Gold Line.
- 9/11 Ceremony will be held on Thursday morning at 8:30 a.m.

Staff Business

Director Mizell announced that Touch-a-Truck will be happening this Saturday from 10 to 1 at Asbury Field.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- He reported on the Alliance for Housing Affordability meeting where they reviewed the 2027 Work Plan and the 2024 data regarding rental rates and housing prices. They also reviewed a case with the Growth Management Hearings Board against the City of Mercer Island regarding their Comprehensive Plan and how they plan for low income housing development.
- He and Councilmember King attended the cemetery cleanup on Saturday to get it ready for the walking tour this Saturday.
- They also attended the Red Curtain Foundation Auction on Saturday night.

Councilmember James:

- Congratulations to the Officer Houde.
- Congratulations to the school district on the new year and the hopeful presentation.
- He was involved in a cleanup effort with his Rotary Club to pick up cigarette butts and was shocked at how many there were.

Councilmember King:

- Welcome to Officer Houde.
- He enjoyed the cleanup at the cemetery.
- He noticed they are starting work on the new sidewalks on 5th and 6th.
- He is looking forward to Touch-a-Truck this weekend.

Council President Stevens:

- He appreciates the cleanup efforts at the cemetery.
- He expressed appreciation to IT and Human Resources.

Councilmember Richards lamented how the days are getting shorter as fall approaches.

Councilmembers Muller and Norton had no further comments.

Adjournment

Motion to adjourn the meeting moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

The meeting adjourned at 8:23 p.m.

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: September 3, 2025, Claims in the Amount of \$2,372,762.20 Paid by Check Numbers 179824 through 179934 with Check Numbers 164036, 169758, 170374, 173045, 175489, 175596, 175763, 175774, 179372, 179458, 179628, 179438, 179792, 179794, 179795 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[090325.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/3/25 TO 9/3/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
0	PCARD ONE TIME PAY	CERT KITS (REFUNDED)	EXECUTIVE ADMIN	-1,199.75
	PCARD ONE TIME PAY	REFUND-WRONG CALIBRATION GAS	WATER DIST MAINS	-883.95
	PCARD ONE TIME PAY	AVAST REFUND	COMPUTER SERVICES	-460.46
	PCARD ONE TIME PAY	TRAINING REGISTRATION REFUND	POLICE TRAINING-FIREARMS	-450.00
	PCARD ONE TIME PAY	UNAUTHORIZED CHARGE (REFUND)	GENERAL FUND	-164.42
	PCARD ONE TIME PAY	REFUND FOR ANTENNAS	METER READING	-149.72
	PCARD ONE TIME PAY		METER READING	-63.40
	PCARD ONE TIME PAY	CREDIT SUPPLIES	K9 PROGRAM	-59.26
	PCARD ONE TIME PAY	CANOPY WEIGHTS (REFUND)	EXECUTIVE ADMIN	-46.14
	PCARD ONE TIME PAY	OVERCHARGE ON INV# 14259945	STORM DRAINAGE	-6.56
	PCARD ONE TIME PAY	INTERPRETER SERVICES	LEGAL - PROSECUTION	1.15
	PCARD ONE TIME PAY	DRINKING FOUNTAIN REPAIR	PARK & RECREATION FAC	1.58
	PCARD ONE TIME PAY	AWS	COMPUTER SERVICES	1.78
	PCARD ONE TIME PAY	SUPPLIES	RECREATION SERVICES	2.00
	PCARD ONE TIME PAY	TOLLS	POLICE PATROL	3.00
	PCARD ONE TIME PAY	BLEACH	CRIME PREVENTION	3.27
	PCARD ONE TIME PAY	ICE FOR SUMMER CONCERT	RECREATION SERVICES	5.98
	PCARD ONE TIME PAY	TOLLS	POLICE PATROL	6.00
	PCARD ONE TIME PAY	BROOM HOLDER FOR OPERA HOUSE	CUSTODIAL SERVICES	6.55
	PCARD ONE TIME PAY	HANGING BASKET SUPPLIES	PARK & RECREATION FAC	7.65
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	POLICE TRAINING-FIREARMS	7.65
	PCARD ONE TIME PAY	TOLLS	POLICE PATROL	7.75
	PCARD ONE TIME PAY	CONVENIENCE FEE	GMA - STREET	8.38
	PCARD ONE TIME PAY	CONVENIENCE FEE	GMA - STREET	8.38
	PCARD ONE TIME PAY	CONVENIENCE FEE	GMA - STREET	8.38
	PCARD ONE TIME PAY	HWY 9 WELL HOUSE SUPPLIES	SOURCE OF SUPPLY	8.56
	PCARD ONE TIME PAY	TOOL SUPPLIES	PARK & RECREATION FAC	8.74
	PCARD ONE TIME PAY	TOLLS	POLICE PATROL	9.00
	PCARD ONE TIME PAY	STATIONERY STORE/SUPPLIES	OFFICE OPERATIONS	10.30
	PCARD ONE TIME PAY		UTILITY BILLING	10.30
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY	10.66
	PCARD ONE TIME PAY	CARPET CLEANER	CUSTODIAL SERVICES	12.06
	PCARD ONE TIME PAY	CONNECTORS FOR RADIO ROOM	EXECUTIVE ADMIN	12.46
	PCARD ONE TIME PAY	DCU CONNECTORS	METER READING	12.46
	PCARD ONE TIME PAY	PRV MAINT.	WATER DIST MAINS	13.00
	PCARD ONE TIME PAY	MUSIC UNLIMITED	RECREATION SERVICES	13.12
	PCARD ONE TIME PAY	WALL CALENDAR	UTIL ADMIN	13.12
	PCARD ONE TIME PAY	SPRAY PARK - NOZZLE	PARK & RECREATION FAC	13.12
	PCARD ONE TIME PAY	COMMUNICATIONS SUPPLIES	EXECUTIVE ADMIN	13.50
	PCARD ONE TIME PAY	BROOM HOLDERS	CUSTODIAL SERVICES	14.20
	PCARD ONE TIME PAY	EBEY PROJECT SUPPLIES	PARK & RECREATION FAC	14.53
	PCARD ONE TIME PAY	OFFICE SUPPLIES	RECREATION SERVICES	14.74
	PCARD ONE TIME PAY	ICE NNO	POLICE PATROL	14.94
	PCARD ONE TIME PAY	INSTRUCTOR REAUTHORIZATION FEE	PERSONNEL ADMINISTRATION	15.00
	PCARD ONE TIME PAY	STICKY NOTES, MOUSE PAD	FINANCE-GENL	15.18
	PCARD ONE TIME PAY	MISCELLANEOUS	EMBEDDED SOCIAL WORKER	16.34
	PCARD ONE TIME PAY	FIRST AID RESTOCK ITEMS	PERSONNEL ADMINISTRATION	16.94
	PCARD ONE TIME PAY	CPR ONLINE COURSE	PERSONNEL ADMINISTRATION	16.95
	PCARD ONE TIME PAY	CALENDAR	WATER QUAL TREATMENT	17.78
	PCARD ONE TIME PAY	COOKIES FOR RIBBON CUTTING	EXECUTIVE ADMIN	17.97
	PCARD ONE TIME PAY	SHIPPING	POLICE PATROL	18.13
	PCARD ONE TIME PAY	POSTAGE INK CARTRIDGE	ENGR-GENL	18.15

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/3/25 TO 9/3/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
0	PCARD ONE TIME PAY	QUADIENT - POSTAGE INK CARTRIDGE	EXECUTIVE ADMIN	18.15
	PCARD ONE TIME PAY		FINANCE-GENL	18.15
	PCARD ONE TIME PAY		LEGAL - PROSECUTION	18.15
	PCARD ONE TIME PAY		COMMUNITY	18.15
	PCARD ONE TIME PAY		POLICE ADMINISTRATION	18.15
	PCARD ONE TIME PAY		POLICE INVESTIGATION	18.15
	PCARD ONE TIME PAY		POLICE PATROL	18.15
	PCARD ONE TIME PAY		DETENTION & CORRECTION	18.15
	PCARD ONE TIME PAY		OFFICE OPERATIONS	18.15
	PCARD ONE TIME PAY		PERSONNEL ADMINISTRATION	18.15
	PCARD ONE TIME PAY		UTILITY BILLING	18.15
	PCARD ONE TIME PAY		UTIL ADMIN	18.15
	PCARD ONE TIME PAY		COMPUTER SERVICES	18.15
	PCARD ONE TIME PAY		PARK & RECREATION FAC	18.20
	PCARD ONE TIME PAY	KLEENEX	LEGAL - PROSECUTION	19.89
	PCARD ONE TIME PAY	SEATTLE TIMES/DIGITAL SUBSCRIPTION	EXECUTIVE ADMIN	19.96
	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	20.00
	PCARD ONE TIME PAY	MONITOR STAND	EXECUTIVE ADMIN	20.78
	PCARD ONE TIME PAY	MEALS	EMBEDDED SOCIAL WORKER	21.38
	PCARD ONE TIME PAY	CERTIFIED COPY FEES	GMA - STREET	21.79
	PCARD ONE TIME PAY	IRRIGATION SUPPLIES	PARK & RECREATION FAC	21.80
	PCARD ONE TIME PAY	ADOBE	POLICE INVESTIGATION	21.87
	PCARD ONE TIME PAY	MOUNT	POLICE INVESTIGATION	21.87
	PCARD ONE TIME PAY	SUPPLIES	POLICE PATROL	21.87
	PCARD ONE TIME PAY	FUEL	POLICE PATROL	22.00
	PCARD ONE TIME PAY	OFFICE SUPPLIES	CITY CLERK	23.50
	PCARD ONE TIME PAY		LEGAL-GENL	23.50
	PCARD ONE TIME PAY	OFFICE SUPPLIES	EXECUTIVE ADMIN	23.79
	PCARD ONE TIME PAY	FLAG REPAIR	PARK & RECREATION FAC	24.02
	PCARD ONE TIME PAY	MOUSE REPLACEMENT	ENGR-GENL	24.06
	PCARD ONE TIME PAY	SUPPLIES FOR SPECIAL EVENT	RECREATION SERVICES	24.19
	PCARD ONE TIME PAY	STAND	POLICE INVESTIGATION	24.93
	PCARD ONE TIME PAY	NWGIS MEMBERSHIP RENEWAL	GIS SERVICES IS	25.00
	PCARD ONE TIME PAY	NWGIS MEMBERSHIP RENEWAL	GIS SERVICES IS	25.00
	PCARD ONE TIME PAY	DEBRIS DUMP	PARK & RECREATION FAC	25.80
	PCARD ONE TIME PAY	EVIDENCE SUPPLIES	POLICE PATROL	26.25
	PCARD ONE TIME PAY	MONITOR	UTIL ADMIN	26.86
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE PATROL	27.11
	PCARD ONE TIME PAY	MEETING REFRESHMENTS	COMMUNITY	27.36
	PCARD ONE TIME PAY	OFFICE SUPPLIES	GENERAL	27.50
	PCARD ONE TIME PAY	OFFICE SUPPLIES	ENGR-GENL	27.68
	PCARD ONE TIME PAY	EVIDENCE SUPPLIES	POLICE PATROL	28.06
	PCARD ONE TIME PAY	CONFERENCE ROOM SIGN	UTIL ADMIN	28.43
	PCARD ONE TIME PAY	PROPANE	POLICE PATROL	29.53
	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	30.62
	PCARD ONE TIME PAY		COMPUTER SERVICES	30.62
	PCARD ONE TIME PAY	MEAL FOR RESIDENT	POLICE PATROL	31.65
	PCARD ONE TIME PAY	COMMUNICATIONS SUPPLIES	EXECUTIVE ADMIN	31.70
	PCARD ONE TIME PAY	FEE FOR DISMISSING HUD	GMA - STREET	32.00
	PCARD ONE TIME PAY	MEALS	EMBEDDED SOCIAL WORKER	33.50
	PCARD ONE TIME PAY	SHARPS CONTAINERS	PERSONNEL ADMINISTRATION	34.96
	PCARD ONE TIME PAY	ETHICAL CONSIDERATIONS WEBINAR	LEGAL-GENL	35.00

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0	PCARD ONE TIME PAY	AMENDMENT CONSIDERATIONS WEBINAR	LEGAL-GENL	35.00
	PCARD ONE TIME PAY	GMTCC BBH	CITY COUNCIL	35.00
	PCARD ONE TIME PAY	GMTCC STATE OF TULALIP	ENGR-GENL	35.00
	PCARD ONE TIME PAY	THE OPMA WEBINAR	LEGAL-GENL	35.00
	PCARD ONE TIME PAY	HWY 9 WELL HOUSE	SOURCE OF SUPPLY	36.09
	PCARD ONE TIME PAY	DOG SUPPLIES	POLICE ADMINISTRATION	37.25
	PCARD ONE TIME PAY	GRAFFITI SUPPLIES	PARK & RECREATION FAC	38.80
	PCARD ONE TIME PAY	CANOPY WEIGHTS	EXECUTIVE ADMIN	39.36
	PCARD ONE TIME PAY	GUTTER REPAIR	PARK & RECREATION FAC	39.37
	PCARD ONE TIME PAY	HEATER- WATER QUALITY	WATER QUAL TREATMENT	39.37
	PCARD ONE TIME PAY	AMAZON SUPPLIES	POLICE INVESTIGATION	39.92
	PCARD ONE TIME PAY	EMERGENCY MANAGEMENT	EXECUTIVE ADMIN	41.56
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	POLICE TRAINING-FIREARMS	41.83
	PCARD ONE TIME PAY	BOOK STORES	COMPUTER SERVICES	42.06
	PCARD ONE TIME PAY	GRAFFITI SUPPLIES	PARK & RECREATION FAC	42.09
	PCARD ONE TIME PAY	DEERING PROJECT SUPPLIES	PARK & RECREATION FAC	42.88
	PCARD ONE TIME PAY	RESTROOM REPAIR SUPPLIES	PARK & RECREATION FAC	43.15
	PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	44.30
	PCARD ONE TIME PAY	VALVE MAINT	WATER DIST MAINS	44.42
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE PATROL	47.94
	PCARD ONE TIME PAY	PARTS FOR LOCKING BOLLARD	STORM DRAINAGE	48.09
	PCARD ONE TIME PAY	ACRYLIC BROCHURE HOLDERS	EXECUTIVE ADMIN	48.12
	PCARD ONE TIME PAY	CADET DUES	POLICE PATROL	50.00
	PCARD ONE TIME PAY	GFOA TRAINING PAYROLL	FINANCE-GENL	50.00
	PCARD ONE TIME PAY	ORCA CARD	EMBEDDED SOCIAL WORKER	50.00
	PCARD ONE TIME PAY		EMBEDDED SOCIAL WORKER	50.00
	PCARD ONE TIME PAY		EMBEDDED SOCIAL WORKER	50.00
	PCARD ONE TIME PAY	SUPPLIES FOR EVENT	RECREATION SERVICES	50.53
	PCARD ONE TIME PAY	SUPPLIES	POLICE INVESTIGATION	52.49
	PCARD ONE TIME PAY	SUPPLIES/SPRAYER	PARK & RECREATION FAC	53.58
	PCARD ONE TIME PAY	MALWAREBYTES RENEWAL	COMPUTER SERVICES	54.69
	PCARD ONE TIME PAY		COMPUTER SERVICES	54.69
	PCARD ONE TIME PAY	RESTAURANT PLUMBING REPAIR	GOLF ADMINISTRATION	55.06
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	POLICE INVESTIGATION	55.77
	PCARD ONE TIME PAY	IRRIGATION SUPPLIES	PARK & RECREATION FAC	55.98
	PCARD ONE TIME PAY	LUNCH WEBINAR	COMMUNITY	56.42
	PCARD ONE TIME PAY	RESPIRATOR FIT TESTING/TRAINING	PERSONNEL ADMINISTRATION	57.25
	PCARD ONE TIME PAY		PERSONNEL ADMINISTRATION	57.58
	PCARD ONE TIME PAY	ORCA CARDS	EMBEDDED SOCIAL WORKER	58.00
	PCARD ONE TIME PAY	OFFICE SUPPLIES	LEGAL - PROSECUTION	60.86
	PCARD ONE TIME PAY	BATTERIES	WATER DIST MAINS	61.22
	PCARD ONE TIME PAY	ANTENNAS	METER READING	63.40
	PCARD ONE TIME PAY	COPY PAPER	EXECUTIVE ADMIN	66.22
	PCARD ONE TIME PAY	SUPPLIES	POLICE INVESTIGATION	67.10
	PCARD ONE TIME PAY	LODGING DIFFERENCE	POLICE ADMINISTRATION	68.69
	PCARD ONE TIME PAY	PARTS FOR #431	EQUIPMENT RENTAL	69.24
	PCARD ONE TIME PAY	BOOK STORES	COMPUTER SERVICES	69.83
	PCARD ONE TIME PAY	DOG CRATE PAD	POLICE COMMUNITY	70.00
	PCARD ONE TIME PAY	GMTCC PORT REPORT	EXECUTIVE ADMIN	70.00
	PCARD ONE TIME PAY	PRV MAINT.	WATER DIST MAINS	71.05
	PCARD ONE TIME PAY	PRINT FEE OF CONDEMNATION	GMA - STREET	71.85
	PCARD ONE TIME PAY	POSTAGE MACHINE LEASE	ENGR-GENL	71.92

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/3/25 TO 9/3/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
0	PCARD ONE TIME PAY	POSTAGE MACHINE LEASE	EXECUTIVE ADMIN	71.92
	PCARD ONE TIME PAY		FINANCE-GENL	71.92
	PCARD ONE TIME PAY		LEGAL - PROSECUTION	71.92
	PCARD ONE TIME PAY		COMMUNITY	71.92
	PCARD ONE TIME PAY		POLICE ADMINISTRATION	71.92
	PCARD ONE TIME PAY		POLICE INVESTIGATION	71.92
	PCARD ONE TIME PAY		POLICE PATROL	71.92
	PCARD ONE TIME PAY		DETENTION & CORRECTION	71.92
	PCARD ONE TIME PAY		OFFICE OPERATIONS	71.92
	PCARD ONE TIME PAY		PERSONNEL ADMINISTRATION	71.92
	PCARD ONE TIME PAY		UTILITY BILLING	71.92
	PCARD ONE TIME PAY		UTIL ADMIN	71.92
	PCARD ONE TIME PAY		COMPUTER SERVICES	71.92
	PCARD ONE TIME PAY		PARK & RECREATION FAC	72.05
	PCARD ONE TIME PAY	GLOVES, FIRST AID KIT	PERSONNEL ADMINISTRATION	72.17
	PCARD ONE TIME PAY	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	72.49
	PCARD ONE TIME PAY	IRRIGATION SUPPLIES	PARK & RECREATION FAC	74.08
	PCARD ONE TIME PAY	CADET DUES	POLICE PATROL	75.00
	PCARD ONE TIME PAY	WIRE THEFT SUPPLIES	STREET LIGHTING	75.08
	PCARD ONE TIME PAY	SHELF	CUSTODIAL SERVICES	75.12
	PCARD ONE TIME PAY	TRAINING	POLICE TRAINING-FIREARMS	76.50
	PCARD ONE TIME PAY	COMMUNICATIONS SUPPLIES	EXECUTIVE ADMIN	76.57
	PCARD ONE TIME PAY	IRRIGATION REPAIR	PARK & RECREATION FAC	76.98
	PCARD ONE TIME PAY	DOL	EMBEDDED SOCIAL WORKER	77.25
	PCARD ONE TIME PAY	SQUEEGEE	CUSTODIAL SERVICES	78.49
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY	78.70
	PCARD ONE TIME PAY	UNIFORM - NATE	UTIL ADMIN	79.33
	PCARD ONE TIME PAY	SUPPLIES FOR PARKS	RECREATION SERVICES	81.31
	PCARD ONE TIME PAY	BOLT CUTTERS	STORM DRAINAGE	81.49
	PCARD ONE TIME PAY	LEGAL SERVICES/ATTORNEYS	PERSONNEL ADMINISTRATION	82.05
	PCARD ONE TIME PAY	OFFICE SUPPLIES	UTIL ADMIN	84.68
	PCARD ONE TIME PAY	UNIFORM - BOB	EQUIPMENT RENTAL	84.78
	PCARD ONE TIME PAY	EBEY DEBRIS DUMP	PARK & RECREATION FAC	84.84
	PCARD ONE TIME PAY	SERVICE OF PROCESS	GMA - STREET	85.00
	PCARD ONE TIME PAY	IRRIGATION REPAIR	PARK & RECREATION FAC	87.24
	PCARD ONE TIME PAY	KEYBOARD	LEGAL - PROSECUTION	87.51
	PCARD ONE TIME PAY	STEP LADDER	RECREATION SERVICES	87.51
	PCARD ONE TIME PAY	MAJOR CASE	POLICE INVESTIGATION	89.33
	PCARD ONE TIME PAY	RAINIER DEBRIS	PARK & RECREATION FAC	92.24
	PCARD ONE TIME PAY	CPR MASKS, BIOHAZARD BAGS	PERSONNEL ADMINISTRATION	92.84
	PCARD ONE TIME PAY	MONITOR SUPPLIES	POLICE INVESTIGATION	93.53
	PCARD ONE TIME PAY	RESTROOM REPAIR SUPPLIES	PARK & RECREATION FAC	93.90
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMPUTER SERVICES	96.76
	PCARD ONE TIME PAY	FLOOR SQUEEGEES	SOURCE OF SUPPLY	98.09
	PCARD ONE TIME PAY	ZOOM	COMMUNITY	98.46
	PCARD ONE TIME PAY	MOWING SUPPLIES	PARK & RECREATION FAC	98.90
	PCARD ONE TIME PAY	RESPIRATOR CLEANING WIPES	PERSONNEL ADMINISTRATION	99.04
	PCARD ONE TIME PAY	DOWNSPOUTS	PARK & RECREATION FAC	100.92
	PCARD ONE TIME PAY	PART/BOOT FOR #599	EQUIPMENT RENTAL	103.20
	PCARD ONE TIME PAY	EBEY DEBRIS DUMP	PARK & RECREATION FAC	107.66
	PCARD ONE TIME PAY	TEAM LUNCH/EMPLOYEE FAREWELL	EXECUTIVE ADMIN	107.86
	PCARD ONE TIME PAY	DEF DRIVING SCHOOL	EMBEDDED SOCIAL WORKER	109.00

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/3/25 TO 9/3/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
0	PCARD ONE TIME PAY	WELLNESS	POLICE ADMINISTRATION	112.70
	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	113.20
	PCARD ONE TIME PAY	STORZ GASKETS	WATER DIST MAINS	115.47
	PCARD ONE TIME PAY	MEAL FOR CREW/EXTENDED SHIFT	UTIL ADMIN	115.97
	PCARD ONE TIME PAY	BATTERY REPLACEMENT	WASTE WATER TREATMENT	116.62
	PCARD ONE TIME PAY		SEWER LIFT STATION	116.63
	PCARD ONE TIME PAY	DEERING PROJECT	PARK & RECREATION FAC	116.80
	PCARD ONE TIME PAY	JAIL SUPPLIES	DETENTION & CORRECTION	116.84
	PCARD ONE TIME PAY	DUMP CONCRETE	PARK & RECREATION FAC	119.42
	PCARD ONE TIME PAY	RESPIRATORS, CARTRIDGE SET	PERSONNEL ADMINISTRATION	120.03
	PCARD ONE TIME PAY	EMPLOYEE FAREWELL SUPPLIES	EXECUTIVE ADMIN	120.55
	PCARD ONE TIME PAY	SUPPLIES	POLICE INVESTIGATION	121.68
	PCARD ONE TIME PAY	EQUIPMENT KEYS	SEWER MAIN COLLECTION	121.99
	PCARD ONE TIME PAY		STORM DRAINAGE	121.99
	PCARD ONE TIME PAY	RAINIER DEBRIS	PARK & RECREATION FAC	122.98
	PCARD ONE TIME PAY		PARK & RECREATION FAC	122.98
	PCARD ONE TIME PAY	DEBRIS DUMP	ROADSIDE VEGETATION	123.50
	PCARD ONE TIME PAY		ROADSIDE VEGETATION	123.50
	PCARD ONE TIME PAY		ROADSIDE VEGETATION	123.50
	PCARD ONE TIME PAY		ROADSIDE VEGETATION	123.50
	PCARD ONE TIME PAY		PARK & RECREATION FAC	123.50
	PCARD ONE TIME PAY	PRINTER PAPER	RECREATION SERVICES	124.77
	PCARD ONE TIME PAY	IIMC - CERTIFIED DESIGNATION	CITY CLERK	125.00
	PCARD ONE TIME PAY	HANGING BASKET SUPPLIES	PARK & RECREATION FAC	125.76
	PCARD ONE TIME PAY	BAGS	PRO ACT TEAM	125.82
	PCARD ONE TIME PAY	EBEY DEBRIS DUMP	PARK & RECREATION FAC	128.52
	PCARD ONE TIME PAY	HYDRATION FREEZER POPS	STORM DRAINAGE	130.02
	PCARD ONE TIME PAY	STORM SEWER SUPPLIES	STORM DRAINAGE	130.60
	PCARD ONE TIME PAY	SUPER BANDS	POLICE ADMINISTRATION	131.24
	PCARD ONE TIME PAY	STORAGE SHELVES	RECREATION SERVICES	135.06
	PCARD ONE TIME PAY	EBEY DEBRIS DUMP	PARK & RECREATION FAC	136.92
	PCARD ONE TIME PAY	DUES	POLICE PATROL	140.00
	PCARD ONE TIME PAY		POLICE PATROL	140.00
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE PATROL	144.36
	PCARD ONE TIME PAY	DCU ANTENNA REPLACEMENT	METER READING	149.72
	PCARD ONE TIME PAY	US FLAG SUPPLIES	PARK & RECREATION FAC	153.20
	PCARD ONE TIME PAY	EBEY PROJECT	PARK & RECREATION FAC	153.30
	PCARD ONE TIME PAY	MISCELLANEOUS	EMBEDDED SOCIAL WORKER	155.26
	PCARD ONE TIME PAY	LODGING	POLICE PATROL	155.96
	PCARD ONE TIME PAY	PATROL SUPPLIES	POLICE PATROL	157.04
	PCARD ONE TIME PAY	TOUCH-A-TRUCK SUPPLIES	UTIL ADMIN	157.54
	PCARD ONE TIME PAY	LODGING	POLICE PATROL	157.96
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE PATROL	161.40
	PCARD ONE TIME PAY	OFFICE SUPPLIES	UTILITY BILLING	163.06
	PCARD ONE TIME PAY	ADVERTISING/META	HOTEL/MOTEL PARKS	163.78
	PCARD ONE TIME PAY	BOOK STORES	COMPUTER SERVICES	166.27
	PCARD ONE TIME PAY	SERVICE OF PROCESS	GMA - STREET	170.00
	PCARD ONE TIME PAY	RAINIER DEBRIS	PARK & RECREATION FAC	172.90
	PCARD ONE TIME PAY	METAL BRUSH CUTTER BLADES	STORM DRAINAGE	173.87
	PCARD ONE TIME PAY	AIR SWAMP COOLER	RECREATION SERVICES	175.02
	PCARD ONE TIME PAY	TRAVEL RESERVATION	UTIL ADMIN	180.73
	PCARD ONE TIME PAY	JAIL SUPPLIES	DETENTION & CORRECTION	184.96

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/3/25 TO 9/3/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
0	PCARD ONE TIME PAY	TRAVEL/LODGING	POLICE PATROL	186.12
	PCARD ONE TIME PAY		POLICE PATROL	186.12
	PCARD ONE TIME PAY	EBEY CONCRETE PROJECT	PARK & RECREATION FAC	186.28
	PCARD ONE TIME PAY	EBEY PROJECT	PARK & RECREATION FAC	186.28
	PCARD ONE TIME PAY		PARK & RECREATION FAC	186.28
	PCARD ONE TIME PAY		PARK & RECREATION FAC	186.28
	PCARD ONE TIME PAY	TOPSOIL	PARK & RECREATION FAC	186.28
	PCARD ONE TIME PAY	WATER LINE REPAIR	WATER FILTRATION PLANT	188.27
	PCARD ONE TIME PAY	TRAVEL FOR TRAINING	UTIL ADMIN	190.64
	PCARD ONE TIME PAY	TRAVEL-TRAINING	UTIL ADMIN	190.64
	PCARD ONE TIME PAY	FEDEX DISPUTED CHARGE	POLICE PATROL	191.51
	PCARD ONE TIME PAY	UNIFORMS - FERRARO	SOLID WASTE OPERATIONS	194.74
	PCARD ONE TIME PAY	PAPER	FINANCE-GENL	196.83
	PCARD ONE TIME PAY	SHIPPING	POLICE PATROL	197.64
	PCARD ONE TIME PAY	SUPPLIES FOR PARKS	RECREATION SERVICES	203.51
	PCARD ONE TIME PAY	RESTROOM REPAIR SUPPLIES	PARK & RECREATION FAC	204.92
	PCARD ONE TIME PAY	SIGN SUPPLIES	PARK & RECREATION FAC	207.29
	PCARD ONE TIME PAY	PATROL SUPPLIES	POLICE PATROL	209.09
	PCARD ONE TIME PAY	PARTS FOR WATER LINE REPAIR	WATER FILTRATION PLANT	213.36
	PCARD ONE TIME PAY	IDENTIFIX	SMALL ENGINE SHOP	217.71
	PCARD ONE TIME PAY	OTHER HOTELS	COMPUTER SERVICES	218.30
	PCARD ONE TIME PAY	PARKING LOTS AND GARAGES	POLICE PATROL	222.00
	PCARD ONE TIME PAY	CO DETECTORS	MAINT OF GENL PLANT	230.45
	PCARD ONE TIME PAY	NNO FOOD	CRIME PREVENTION	238.40
	PCARD ONE TIME PAY	ALASKA AIRLINES	EXECUTIVE ADMIN	246.60
	PCARD ONE TIME PAY	SHIPPING	POLICE PATROL	249.08
	PCARD ONE TIME PAY	HOTSHOT BRAND STICTION	EQUIPMENT RENTAL	251.60
	PCARD ONE TIME PAY	SERVICE OF PROCESS CONDEMNATION	GMA - STREET	255.00
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	POLICE TRAINING-FIREARMS	260.00
	PCARD ONE TIME PAY	EVIDENCE SUPPLIES	POLICE PATROL	260.70
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE PATROL	262.56
	PCARD ONE TIME PAY		POLICE PATROL	273.49
	PCARD ONE TIME PAY	DUO MOBILE	COMPUTER SERVICES	275.00
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE PATROL	281.69
	PCARD ONE TIME PAY	FIRST AID KIT SUPPLIES	PERSONNEL ADMINISTRATION	282.71
	PCARD ONE TIME PAY	BOOK STORES	IS REPLACEMENT ACCOUNTS	283.30
	PCARD ONE TIME PAY	THEFT STREET LIGHTING REPAIR	STREET LIGHTING	286.88
	PCARD ONE TIME PAY	CONDEMNATION FILING FEE	GMA - STREET	290.00
	PCARD ONE TIME PAY	CONDEMNATION FILING FEE	GMA - STREET	290.00
	PCARD ONE TIME PAY	CONDEMNATION FILING FEE	GMA - STREET	290.00
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE PATROL	294.24
	PCARD ONE TIME PAY	ADMIN SUPPLIES	POLICE ADMINISTRATION	295.00
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMPUTER SERVICES	295.63
	PCARD ONE TIME PAY	ADVERTISING	POLICE ADMINISTRATION	299.00
	PCARD ONE TIME PAY	COURTYARD BY MARRIOTT TRAVEL	COMPUTER SERVICES	303.70
	PCARD ONE TIME PAY	ROW PERMIT	WATER SUPPLY MAINS	304.00
	PCARD ONE TIME PAY	TRAINING	POLICE TRAINING-FIREARMS	319.00
	PCARD ONE TIME PAY		POLICE TRAINING-FIREARMS	319.00
	PCARD ONE TIME PAY	DRYER VENT CLEANING	DETENTION & CORRECTION	322.73
	PCARD ONE TIME PAY	FIRST AID KIT RESTOCK SUPPLIES	PERSONNEL ADMINISTRATION	324.72
	PCARD ONE TIME PAY	PUBLICATION TRIBUNE	GMA - STREET	325.00
	PCARD ONE TIME PAY	TOUCH-A-TRUCK SUPPLIES	UTIL ADMIN	326.93

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/3/25 TO 9/3/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
0	PCARD ONE TIME PAY	HARDWARE	IS REPLACEMENT ACCOUNTS	328.19
	PCARD ONE TIME PAY	TORQUE WRENCH	WATER DIST MAINS	335.58
	PCARD ONE TIME PAY	TRAINING - FULLER	UTIL ADMIN	340.00
	PCARD ONE TIME PAY	TRAINING	POLICE TRAINING-FIREARMS	345.00
	PCARD ONE TIME PAY	US FLAG SUPPLIES	PARK & RECREATION FAC	346.84
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE PATROL	354.20
	PCARD ONE TIME PAY	CONFERENCE – WSASC, TRAVEL	RECREATION SERVICES	361.20
	PCARD ONE TIME PAY	TRAVEL RESERVATION	UTIL ADMIN	361.46
	PCARD ONE TIME PAY	HARDWARE	IS REPLACEMENT ACCOUNTS	374.48
	PCARD ONE TIME PAY	WATER LINE REPAIR PARTS	WATER FILTRATION PLANT	376.04
	PCARD ONE TIME PAY	ECONO LODGES	POLICE ADMINISTRATION	379.88
	PCARD ONE TIME PAY	ADVERTISING	COMMUNITY	385.38
	PCARD ONE TIME PAY	TRAINING	POLICE TRAINING-FIREARMS	400.00
	PCARD ONE TIME PAY	DEERING PROJECT	PARK & RECREATION FAC	400.79
	PCARD ONE TIME PAY	SUPPLIES - PICKLEBALL TOURNAMENT	RECREATION SERVICES	411.83
	PCARD ONE TIME PAY	TRAVEL	COMPUTER SERVICES	412.69
	PCARD ONE TIME PAY	ADAPTER	PERSONNEL ADMINISTRATION	428.00
	PCARD ONE TIME PAY	REPAIRS TO DRONE	POLICE PATROL	433.22
	PCARD ONE TIME PAY	STRIPE OFF FOR PAINT TRUCK	ROADSIDE VEGETATION	435.14
	PCARD ONE TIME PAY	PARTS FOR H008	EQUIPMENT RENTAL	435.95
	PCARD ONE TIME PAY	TRAINING	POLICE TRAINING-FIREARMS	440.00
	PCARD ONE TIME PAY	BENCH REPAIRS	PARK & RECREATION FAC	448.54
	PCARD ONE TIME PAY	BUSINESS SERVICES	COMPUTER SERVICES	450.00
	PCARD ONE TIME PAY	WADERS	STORM DRAINAGE	458.20
	PCARD ONE TIME PAY	SUPPLIES	POLICE INVESTIGATION	470.43
	PCARD ONE TIME PAY	HOTEL INDIGO	UTIL ADMIN	475.98
	PCARD ONE TIME PAY	STORM DELINEATORS	STORM DRAINAGE	488.61
	PCARD ONE TIME PAY	TRAVEL	POLICE INVESTIGATION	492.60
	PCARD ONE TIME PAY	MOWING SUPPLIES	PARK & RECREATION FAC	494.50
	PCARD ONE TIME PAY	ENTERPRISE RENT-A-CAR	POLICE PATROL	496.23
	PCARD ONE TIME PAY	ADVERTISING	POLICE ADMINISTRATION	502.00
	PCARD ONE TIME PAY	EVENT CAPTURE STORE	GIS SERVICES IS	514.00
	PCARD ONE TIME PAY	TRAVEL/LODGING	POLICE PATROL	518.88
	PCARD ONE TIME PAY		POLICE PATROL	518.88
	PCARD ONE TIME PAY	ADVERTISING	POLICE ADMINISTRATION	525.06
	PCARD ONE TIME PAY		POLICE ADMINISTRATION	536.00
	PCARD ONE TIME PAY	SUPPLIES FOR PARKS	RECREATION SERVICES	545.91
	PCARD ONE TIME PAY	ADVERTISING	POLICE ADMINISTRATION	555.37
	PCARD ONE TIME PAY	TRAINING - MILLER	UTIL ADMIN	570.00
	PCARD ONE TIME PAY	GLOVES	POLICE PATROL	573.60
	PCARD ONE TIME PAY	ADVERTISING	POLICE ADMINISTRATION	584.00
	PCARD ONE TIME PAY	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	595.00
	PCARD ONE TIME PAY	WEED CONFERENCE	TRAINING	600.00
	PCARD ONE TIME PAY	TRAVEL	POLICE PATROL	602.97
	PCARD ONE TIME PAY		POLICE PATROL	602.97
	PCARD ONE TIME PAY		POLICE PATROL	602.97
	PCARD ONE TIME PAY	TRAINING - BUELL	UTIL ADMIN	610.00
	PCARD ONE TIME PAY	TRAVEL	K9 PROGRAM	632.95
	PCARD ONE TIME PAY		K9 PROGRAM	632.95
	PCARD ONE TIME PAY		K9 PROGRAM	632.95
	PCARD ONE TIME PAY	HOTEL CHARGES/TRAINING	UTIL ADMIN	637.83
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE PATROL	662.07

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/3/25 TO 9/3/25

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0	PCARD ONE TIME PAY	TRAVEL	K9 PROGRAM	663.20
	PCARD ONE TIME PAY	HARDWARE	IS REPLACEMENT ACCOUNTS	671.48
	PCARD ONE TIME PAY	CADET SUPPLIES	POLICE PATROL	698.32
	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	704.45
	PCARD ONE TIME PAY	AIR MONITOR CALIBRATION GAS	WATER DIST MAINS	705.63
	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	711.05
	PCARD ONE TIME PAY	ALASKA AIRLINES	UTIL ADMIN	717.60
	PCARD ONE TIME PAY	INSIDE DROP BOWL	SEWER MAIN COLLECTION	808.26
	PCARD ONE TIME PAY	VOLUNTARY USE RESPIRATORS	POLICE PATROL	840.05
	PCARD ONE TIME PAY	FIRST AID/CPR/AED	PERSONNEL ADMINISTRATION	847.30
	PCARD ONE TIME PAY	FARADAY BAGS	POLICE INVESTIGATION	853.32
	PCARD ONE TIME PAY		POLICE PATROL	853.32
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	POLICE PATROL	869.60
	PCARD ONE TIME PAY	ILLEGAL DUMPING- FRIDGES	ROADSIDE VEGETATION	900.00
	PCARD ONE TIME PAY	WEBINAR TRAINING	PERSONNEL ADMINISTRATION	940.00
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE PATROL	999.48
	PCARD ONE TIME PAY	OPERATING SUPPLIES	POLICE PATROL	1,046.98
	PCARD ONE TIME PAY	TRAINING	POLICE TRAINING-FIREARMS	1,050.00
	PCARD ONE TIME PAY	CADETS	POLICE PATROL	1,133.71
	PCARD ONE TIME PAY	OPERATING SUPPLIES	K9 PROGRAM	1,161.99
	PCARD ONE TIME PAY	CERT KITS	EXECUTIVE ADMIN	1,199.75
	PCARD ONE TIME PAY	ALLISON DOC RENEWAL	COMPUTER SERVICES	1,203.40
	PCARD ONE TIME PAY	CONCRETE	K9 PROGRAM	1,258.78
	PCARD ONE TIME PAY	LODGING	EMBEDDED SOCIAL WORKER	1,447.96
	PCARD ONE TIME PAY	TRAINING	COMPUTER SERVICES	1,595.00
	PCARD ONE TIME PAY	BATTERIES AND PADS FOR AEDS	PERSONNEL ADMINISTRATION	1,628.53
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE PATROL	1,673.82
	PCARD ONE TIME PAY	DEF FOR TRUCKS	SOLID WASTE OPERATIONS	1,683.88
	PCARD ONE TIME PAY	TRAINING	SUNNYSIDE FILTRATION	1,695.00
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE PATROL	1,991.14
	PCARD ONE TIME PAY	INVENTORY SUPPLIES	POLICE PATROL	2,145.90
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE PATROL	2,356.61
	PCARD ONE TIME PAY	SEALER	POLICE PATROL	2,700.70
	PCARD ONE TIME PAY	2ND PAYMENT FOR PLAYGROUND	PROTECTIVE INSPECTIONS	2,750.00
	PCARD ONE TIME PAY	MANHOLE CHANNEL REPAIRS	SEWER MAIN COLLECTION	3,491.20
	PCARD ONE TIME PAY	REIMBURSABLE TOOLS	FACILITY MAINTENANCE	4,208.84
	PCARD ONE TIME PAY	CAMERAS	SUNNYSIDE FILTRATION	10,922.52
179824	AKAU, AUSTIN	REIMBURSEMENT	SEWER MAIN COLLECTION	136.00
179825	ALABAMA CANINE LAW	NEW K-9	GENERAL FUND	-1,377.10
	ALABAMA CANINE LAW		K9 PROGRAM	16,027.10
179826	ALEXANDER PRINTING	BUSINESS CARDS	LEGAL - PROSECUTION	149.95
	ALEXANDER PRINTING	ADVERTISING	POLICE ADMINISTRATION	279.07
	ALEXANDER PRINTING	WINDOW ENVELOPES	FINANCE-GENL	1,098.88
179827	ANALYTICAL SERVICES	LAB ANALYSIS	WATER QUAL TREATMENT	728.00
179828	ARLINGTON HARDWARE	BRASS FITTINGS	WATER DIST MAINS	720.01
179829	ASTOUND BUSINESS	LEASE, FIBER MAINTENANCE, INTERNET	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,308.53
179830	AUTOMATIC DOOR & GAT	SERVICE CALL	NON-DEPARTMENTAL	547.00
179831	BENDER, ERIK	REFUND - DEPOSIT	GENERAL FUND	250.00
179832	BHC CONSULTANTS	PROFESSIONAL SERVICE	WASTE WATER TREATMENT	10,511.25
179833	BIO CLEAN, INC	VEHICLE DECON	POLICE PATROL	492.30

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FOR INVOICES FROM 9/3/25 TO 9/3/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179834	BRIM TRACTOR	DIAGNOSIS, PARTS, REPAIR	EQUIPMENT RENTAL	10,347.86
179835	BUELL, JOHN	PROFESSIONAL TRAINING	UTIL ADMIN	69.00
179836	CANON FINANCIAL	GIS PLOTTER SERVICE	GIS SERVICES IS	267.80
179837	CARPENTER, CATHY	REFUND - YOGA	PARKS-RECREATION	10.00
179838	CASCADE NATURAL GAS	NATURAL GAS	WATER FILTRATION PLANT	134.05
179839	CATERING BY TARA	CATERING LUNCH	OPERA HOUSE	765.80
179840	CDW GOVERNMENT INC	BARRACUDA MESSAGE ARCHIVER	COMPUTER SERVICES	9,284.78
179841	CHAMPION BOLT	BOLTS	WATER DIST MAINS	75.18
	CHAMPION BOLT	HEX CAP SCREWS	WATER DIST MAINS	83.32
179842	CHARM-TEX, INC.	JAIL SUPPLIES	GENERAL FUND	-2.79
	CHARM-TEX, INC.		DETENTION & CORRECTION	32.49
179843	CHICAGO TITLE INSURA	PARTIAL RECONVEYANCE	GMA - STREET	494.55
179844	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
179845	CODE PUBLISHING	MUNICIPAL CODE UPDATES	CITY CLERK	7,290.97
179846	COOP SUPPLY	FENCE PLIERS	UTIL ADMIN	28.43
	COOP SUPPLY	SPLICER	UTIL ADMIN	89.69
179847	COPIERS NORTHWEST	COPY SERVICE	OFFICE OPERATIONS	25.40
	COPIERS NORTHWEST		POLICE PATROL	44.15
	COPIERS NORTHWEST		DETENTION & CORRECTION	44.15
	COPIERS NORTHWEST		MUNICIPAL COURTS	47.24
	COPIERS NORTHWEST		WASTE WATER TREATMENT	69.04
	COPIERS NORTHWEST		PROBATION	84.49
	COPIERS NORTHWEST		GENERAL	86.63
	COPIERS NORTHWEST		UTIL ADMIN	86.64
	COPIERS NORTHWEST		PROPERTY TASK FORCE	87.84
	COPIERS NORTHWEST		FINANCE-GENL	103.94
	COPIERS NORTHWEST		WASTE WATER TREATMENT	107.52
	COPIERS NORTHWEST		ENGR-GENL	162.34
	COPIERS NORTHWEST		COMPUTER SERVICES	162.34
	COPIERS NORTHWEST		FINANCE-GENL	162.34
	COPIERS NORTHWEST		COMMUNITY	172.74
	COPIERS NORTHWEST		UTILITY BILLING	172.74
	COPIERS NORTHWEST		RECREATION SERVICES	229.60
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	230.74
	COPIERS NORTHWEST		POLICE PATROL	242.19
	COPIERS NORTHWEST		UTIL ADMIN	246.17
	COPIERS NORTHWEST		POLICE INVESTIGATION	262.51
	COPIERS NORTHWEST		LEGAL - PROSECUTION	263.09
	COPIERS NORTHWEST		MUNICIPAL COURTS	281.85
	COPIERS NORTHWEST		EXECUTIVE ADMIN	291.18
	COPIERS NORTHWEST		UTIL ADMIN	319.31
	COPIERS NORTHWEST		RECREATION SERVICES	344.49
	COPIERS NORTHWEST		POLICE COMMUNITY	365.30
	COPIERS NORTHWEST		OFFICE OPERATIONS	499.29
	COPIERS NORTHWEST		DETENTION & CORRECTION	583.33
	COPIERS NORTHWEST		POLICE INVESTIGATION	821.16
	COPIERS NORTHWEST		DETENTION & CORRECTION	1,020.74
179848	CORE & MAIN LP	FILL STATION ADAPTER	WATER DIST MAINS	160.38
	CORE & MAIN LP	CONCRETE BASE BLOCK	HYDRANTS	4,687.22
179849	CRIME POINT, INC	POLE CAMS	DRUG ENFORCEMENT	-2,079.47
	CRIME POINT, INC		DRUG ENFORCEMENT	24,201.47
179850	CRYSTAL SPRINGS	WATER COOLER RENTAL	SEWER MAIN COLLECTION	16.40

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/3/25 TO 9/3/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179850	CRYSTAL SPRINGS	WATER COOLER RENTAL	WASTE WATER TREATMENT	133.00
	CRYSTAL SPRINGS	WATER SERVICE	RECREATION SERVICES	149.73
179851	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	42.80
	CTS LANGUAGE LINK		COURTS	271.12
179852	DAILY JOURNAL OF COM	ADVERTISING	WATER CAPITAL PROJECTS	641.30
179853	DIJULIO DISPLAYS INC	CHRISTMAS SNOWFLAKES	HOTEL/MOTEL PARKS	6,837.50
179854	DISCOUNT TOWING	TOWING CAMRY CRF5334	POLICE PATROL	656.40
179855	DOBBS PETERBILT	WINDSHIELD GLASS - J042	EQUIPMENT RENTAL	645.66
	DOBBS PETERBILT	DIAGNOSIS, REPAIR, PARTS - J031	EQUIPMENT RENTAL	15,934.73
179856	E&E LUMBER	FASTENER, PICTURE STRIPS	UTIL ADMIN	16.38
	E&E LUMBER	BAR HOLDER	POLICE PATROL	17.77
179857	ECOPIA TECH CORP	GIS DATA PRODUCTS	GIS SERVICES IS	14,807.29
179858	ELITE K-9, INC.	K9 TOOLS	K9 PROGRAM	523.95
179859	ENTERPRISE RENTAL	CAR RENTAL	POLICE PATROL	410.29
179860	ENTERPRISE, DEPT OF	LOCAL GOVERNMENT SELF-INSURANCE	MEDICAL CLAIMS	269.20
179861	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	753.30
179862	FIELD INSTRUMENTS	ANALYZER SUPPLIES	SOURCE OF SUPPLY	239.71
179863	FLOCK GROUP, INC	FLOCK MAINTENANCE	POLICE PATROL	16,410.00
179864	GARCIA, REBEKAH	REFUND - DANCE	PARKS-RECREATION	27.00
179865	GOVCONNECTION INC	UPS'S	SEWER LIFT STATION	3,159.83
179866	GPS SURVEYING, INC	AERIAL PHOTOGRAPHY	COMMUNITY	5,490.00
179867	GRAINGER	ACTUATOR ASSEMBLY	DETENTION & CORRECTION	82.75
	GRAINGER	BUFFER SOLUTION, CLOSEABLE POLY BAG	SOURCE OF SUPPLY	796.72
179868	GRAY AND OSBORNE	WATERFRONT TRAIL	GMA-PARKS	1,138.74
179869	GREENSHIELDS INDS	SOCKET IMPACT ADAPTER, SOCKET	WATER DIST MAINS	154.49
179870	HARGROVE, KIMBERLY	DJ SERVICE	OPERA HOUSE	300.00
179871	HD FOWLER COMPANY	METER ADAPTERS	WATER SERVICES	262.17
	HD FOWLER COMPANY	HYDRANT REPAIR	HYDRANTS	576.36
	HD FOWLER COMPANY	FILL STATION REPAIR PARTS	WATER DIST MAINS	1,351.28
	HD FOWLER COMPANY	DI PIPE, BOLTS, GASKETS	SOURCE OF SUPPLY	1,920.50
179872	HEWLETT PACKARD	PRINTER SERVICE	PARK & RECREATION FAC	0.96
	HEWLETT PACKARD		FINANCE-GENL	2.37
	HEWLETT PACKARD		FINANCE-GENL	13.53
	HEWLETT PACKARD		ENGR-GENL	26.94
	HEWLETT PACKARD		FINANCE-GENL	80.72
179873	HOSTYNEK, DENISE	REFUND - HOOPING	PARKS-RECREATION	50.00
179874	INTL ASSOC CHIEFS	CONFERENCE REGISTRATION	POLICE TRAINING-FIREARMS	500.00
179875	INTRADO LIFE & SAFET	E911 SERVICE	COMPUTER SERVICES	400.00
179876	JULZ ANIMAL HOUZ	K9 SUPPLIES	K9 PROGRAM	30.74
179877	KLAUS, BERNADETTE	UTILITY TAX REBATE	NON-DEPARTMENTAL	51.21
179878	KNOWBE4, INC.	ADDITIONAL LICENSES	COMPUTER SERVICES	632.77
179879	KUSSY, KAREN	REIMBURSEMENT - SUMMER TUITION	PERSONNEL ADMINISTRATION	861.00
179880	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MITIGATION FEES	64,833.00
179881	LOWES HIW INC	BLOCKS	WATER RESERVOIRS	52.14
179882	MARYSVILLE, CITY OF	5300 SUNNYSIDE BLVD	SEWER LIFT STATION	68.34
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	130.70
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	135.11
	MARYSVILLE, CITY OF	67TH AVE & 64TH PL NE	PARK & RECREATION FAC	138.15
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	188.53
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	322.04
	MARYSVILLE, CITY OF	5315 64TH ST NE	PARK & RECREATION FAC	358.83
	MARYSVILLE, CITY OF	6915 ARMAR RD IRRIGATION	PARK & RECREATION FAC	897.25

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/3/25 TO 9/3/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179882	MARYSVILLE, CITY OF	6915 ARMAR RD IRRIGATION	PARK & RECREATION FAC	1,077.57
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	1,817.93
179883	MCDONALD, KEVIN D	PROFESSIONAL SERVICE	COMMUNITY	1,627.50
179884	MCGRATH, SHEILA	REFUND - BELLY DANCE	PARKS-RECREATION	54.00
179885	MICROFLEX INC	ANNUAL ONLINE SERVICE	FINANCE-GENL	1,591.77
179886	OATES, DEREK	K9 UNIT PROCUREMENT	POLICE PATROL	238.00
179887	OCCUPATIONAL HEALTH	CDL EXAM - WENTZ	EQUIPMENT RENTAL	136.00
	OCCUPATIONAL HEALTH	MEDICAL/CDL EXAM	UTIL ADMIN	272.00
	OCCUPATIONAL HEALTH		POLICE ADMINISTRATION	1,561.00
179888	OTAK	PROFESSIONAL SERVICE	GMA - STREET	8,604.47
179889	PACIFIC POWER BATTER	BATTERIES	SOURCE OF SUPPLY	85.20
179890	PERTEET ENGINEERING	PROFESSIONAL SERVICE	UTILITY CONSTRUCTION	13,896.92
179891	PETROCARD SYSTEMS	FUEL CONSUMED	COMPUTER SERVICES	64.01
	PETROCARD SYSTEMS		UTIL ADMIN	75.26
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	76.11
	PETROCARD SYSTEMS		ENGR-GENL	206.15
	PETROCARD SYSTEMS		COMMUNITY	274.21
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	304.51
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	308.93
	PETROCARD SYSTEMS		PARK & RECREATION FAC	4,344.71
	PETROCARD SYSTEMS		GENERAL	5,674.16
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,787.58
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	9,053.32
	PETROCARD SYSTEMS		POLICE PATROL	10,983.90
179892	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	PRO-SHOP	17.56
	PGC INTERBAY LLC		GOLF ADMINISTRATION	178.03
	PGC INTERBAY LLC		PRO-SHOP	546.11
	PGC INTERBAY LLC		GOLF ADMINISTRATION	819.88
	PGC INTERBAY LLC		GOLF ADMINISTRATION	820.80
	PGC INTERBAY LLC		MAINTENANCE	1,302.55
	PGC INTERBAY LLC		MAINTENANCE	1,497.81
	PGC INTERBAY LLC		MAINTENANCE	1,512.15
	PGC INTERBAY LLC		GOLF COURSE	5,839.46
	PGC INTERBAY LLC		MAINTENANCE	13,320.90
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	17,271.19
	PGC INTERBAY LLC		MAINTENANCE	18,029.16
179893	PH CONSULTING LLC	QUIET ZONE PROJECT	GMA - STREET	2,756.25
179894	POLICE & SHERIFFS PR	ID CARD	GENERAL FUND	-1.88
	POLICE & SHERIFFS PR		POLICE PATROL	21.88
179895	POTEET, MICHELE	UB REFUND	WATER/SEWER OPERATION	163.05
179896	PREMIER GOLF CENTERS	MANAGEMENT SERVICE	GOLF ADMINISTRATION	11,009.63
179897	PRUDENTIAL INSURANCE	LONG TERM CARE INSURANCE	POLICE ADMINISTRATION	11,235.10
179898	PUD	ACCT # 224101675	ROADWAY MAINTENANCE	52.37
	PUD	ACCT #204933311	PUMPING PLANT	54.18
	PUD	ACCT #202220760	GOLF ADMINISTRATION	56.76
	PUD	ACCT #200998532	PARK & RECREATION FAC	60.47
	PUD	ACCT #202791166	PUMPING PLANT	61.67
	PUD	ACCT #201380995	PUMPING PLANT	64.86
	PUD	ACCT #224162602	PARK & RECREATION FAC	68.04
	PUD	ACCT #201610185	TRANSPORTATION	68.80
	PUD	ACCT #202140489	TRANSPORTATION	78.81
	PUD	ACCT #202368536	TRANSPORTATION	81.01

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/3/25 TO 9/3/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179898	PUD	ACCT #220153100	TRANSPORTATION	83.99
	PUD	ACCT #202183679	TRANSPORTATION	88.21
	PUD	ACCT #200800704	STREET LIGHTING	88.65
	PUD	ACCT #202102190	TRANSPORTATION	93.54
	PUD	ACCT #200869303	TRANSPORTATION	94.54
	PUD	ACCT #202689105	WASTE WATER TREATMENT	105.07
	PUD	ACCT #202572327	STREET LIGHTING	112.37
	PUD	ACCT #220298624	STREET LIGHTING	113.16
	PUD	ACCT #201670890	TRANSPORTATION	115.49
	PUD	ACCT #202294336	STREET LIGHTING	119.22
	PUD	ACCT #202490637	SEWER LIFT STATION	120.52
	PUD	ACCT #224248013	STREET LIGHTING	132.32
	PUD	ACCT #202463543	SEWER LIFT STATION	135.88
	PUD	ACCT #202030078	TRANSPORTATION	151.54
	PUD	ACCT #200084150	TRANSPORTATION	170.78
	PUD	ACCT #220731285	STREET LIGHTING	175.84
	PUD	ACCT #200223857	PARK & RECREATION FAC	240.73
	PUD	ACCT #221100092	GMA - STREET	299.19
	PUD	ACCT #201147253	PUMPING PLANT	415.11
	PUD	ACCT #201639630	GOLF ADMINISTRATION	712.55
	PUD	METER/TRANSFORMER FEE	GMA - STREET	894.00
	PUD	ACCT #200303477	WATER FILTRATION PLANT	2,362.54
	PUD	ACCT #201577921	PUMPING PLANT	9,012.76
179899	REALTY ONE GROUP ORC	REFUND - RENTAL DEPOSIT	GENERAL FUND	250.00
179900	REECE TRUCKING	RIVERWALK PHASE 1	UTILITY CONSTRUCTION	-24,648.67
	REECE TRUCKING		UTILITY CONSTRUCTION	539,312.86
179901	REECE TRUCKING	PAVEMENT PRESERVATION PE01	GENL GVRNMNT SERVICES	719,753.25
179902	REECE TRUCKING	PROGRESS PAYMENT	UTIL ADMIN	1,367.50
	REECE TRUCKING		MAINT OF GENL PLANT	1,367.50
179903	REICHHARDT & EBE ENG	INTERSECTION/PATH IMPROVEMENT	GMA - STREET	1,844.77
179904	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	WATER CAPITAL PROJECTS	11,107.32
	RH2 ENGINEERING INC		SEWER CAPITAL PROJECTS	11,264.95
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	11,287.40
179905	ROUTEWARE	RUBICON	INFORMATION SERVICES	-2,278.11
	ROUTEWARE		COMPUTER SERVICES	26,513.31
179906	RUBINSTEIN LAW OFFIC	CLAIM FOR DAMAGES	NON-DEPARTMENTAL	17,500.00
179907	RUBINSTEIN LAW OFFIC	CLAIM FOR DAMAGES	NON-DEPARTMENTAL	17,500.00
179908	RUBINSTEIN LAW OFFIC	CLAIM FOR DAMAGES	NON-DEPARTMENTAL	17,500.00
179909	SHI INTERNATIONAL	M365 G3 LICENSES	COMPUTER SERVICES	736.54
	SHI INTERNATIONAL	ADOBE RENEWAL	COMPUTER SERVICES	20,751.72
179910	SHOTIQ	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	1,200.00
179911	SKAGIT SHOOTING RANG	RANGE RENTAL	POLICE TRAINING-FIREARMS	597.85
179912	SMARTSIGHTS TECHNOLO	SOFTWARE/MAINTENANCE RENEWAL	COMPUTER SERVICES	7,876.80
179913	SONITROL	SECURITY MONITORING	EXECUTIVE ADMIN	68.47
	SONITROL		COURTS	154.36
	SONITROL		UTIL ADMIN	184.75
	SONITROL		GOLF ADMINISTRATION	202.37
	SONITROL		PARK & RECREATION FAC	226.60
	SONITROL		UTIL ADMIN	311.17
	SONITROL		SUNNYSIDE FILTRATION	321.86
	SONITROL		RECREATION SERVICES	355.17
	SONITROL		OPERA HOUSE	363.76

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/3/25 TO 9/3/25

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179913	SONITROL	SECURITY MONITORING - SEPT 25	MAINT OF GENL PLANT	415.37
	SONITROL		WASTE WATER TREATMENT	420.37
	SONITROL		POLICE ADMINISTRATION	512.74
179914	SOUND PUBLISHING	ADVERTISING - CDBG	COMMUNITY	65.48
	SOUND PUBLISHING	156TH ST NE CONN PUBLISHING	GMA - STREET	79.24
	SOUND PUBLISHING	RFQ 84TH ST NE PUBLISHING	GMA - STREET	82.56
	SOUND PUBLISHING	ENGINEERING SERVICE BID	SURFACE WATER CAPITAL	140.84
	SOUND PUBLISHING	CALL FOR BIDS - PROTECTION PROJECT	WATER CAPITAL PROJECTS	206.40
	SOUND PUBLISHING	REFUND - OPERA HOUSE RENTAL	GENERAL FUND	250.00
179915	SOUND SAFETY	UNIFORM REPLACEMENT - ROSE	SOLID WASTE OPERATIONS	193.45
179916	SPRAGUE PEST SOLUTIO	EXTERIOR RODENT SERVICE	SOLID WASTE OPERATIONS	84.24
	SPRAGUE PEST SOLUTIO		MAINT OF GENL PLANT	84.24
	SPRAGUE PEST SOLUTIO	EXTERIOR RODENT SERVICE	SOLID WASTE OPERATIONS	84.24
	SPRAGUE PEST SOLUTIO		MAINT OF GENL PLANT	84.24
179917	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATION	1,035.50
179918	TOWERS, LORRIE	LUNCH FOR JURORS	MUNICIPAL COURTS	58.75
179919	TRANSPO GROUP	PROFESSIONAL SERVICE	TRANSPORTATION	5,575.00
179920	TRANSPORTATION SOLUT		GMA - STREET	11,561.02
179921	TYLER TECHNOLOGIES	MUNIS RENEWAL	COMPUTER SERVICES	138,562.26
179922	ULINE	WORKBENCH, DRAWER, POWER STRIP	SUNNYSIDE FILTRATION	1,413.52
179923	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATION	UTILITY LOCATING	803.25
179924	VALDEZ CONSTRUCTION	1049 STATE AVE ADDITION	UTILITY CONSTRUCTION	-17,060.45
	VALDEZ CONSTRUCTION		UTILITY CONSTRUCTION	373,282.26
179925	VCA ANIMAL MEDICAL	VET SERVICES	POLICE COMMUNITY	1,093.96
179926	VERIZON	WIRELESS MODEMS	POLICE INVESTIGATION	240.06
	VERIZON	AMR LINES	METER READING	462.37
	VERIZON	WIRELESS MODEMS	POLICE PATROL	812.00
179927	VERMEULEN, ADAM	FBI NAA FALL CONFERENCE	POLICE PATROL	238.00
179928	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	241.30
179929	WAAUDIOLOGY SRVCS	AUDIOGRAM DATA ENTRY/REVIEW	PERSONNEL ADMINISTRATION	24.00
179930	WALTERS, PATRICK	INSTRUCTOR COURSE	POLICE PATROL	170.00
179931	WASTE MANAGEMENT	SOLID WASTE SERVICE	WASTE WATER TREATMENT	2,848.04
179932	WASTEQUIP	CASTER PAD, CASTER	SOLID WASTE OPERATIONS	3,774.30
179933	WEISNER, KATHY	REFUND - WATERCOLOR PAINTING	PARKS-RECREATION	54.00
179934	WESTERN MECHANICAL &	WALK IN FREEZER COIL	DETENTION & CORRECTION	503.24

WARRANT TOTAL: 2,436,098.78

SHEILA MCGRATH	CHECK LOST/DAMAGED	164036	54.00
DENISE HOSTYNEK	CHECK LOST/DAMAGED	169758	50.00
SOUND PUBLISHING INC.	CHECK LOST/DAMAGED	170374	232.20
MICHELE POTEET	CHECK LOST/DAMAGED	173045	163.05
CATHY CARPENTER	CHECK LOST/DAMAGED	175489	10.00
BERNADETTE KLAUS	CHECK LOST/DAMAGED	175596	51.21
LANGUAGE LINK	CHECK LOST/DAMAGED	175763	313.92
REBEKAH GARCIA	CHECK LOST/DAMAGED	175774	27.00
LAW ENFORCEMENT RISK MNGT GROUP	INITIATOR ERROR	179372	595.00
JOHN BUELL	INITIATOR ERROR	179458	215.00
HARRY'S TOWING LLC	INITIATOR ERROR	179628	875.20
4SIGHT LABS INC.	INITIATOR ERROR	179438	8250.00
RUBINSTEIN LAW OFFICE	INITIATOR ERROR	179792	17,500.00
RUBINSTEIN LAW OFFICE	INITIATOR ERROR	179794	17,500.00
RUBINSTEIN LAW OFFICE	INITIATOR ERROR	179795	17,500.00

WARRANT TOTAL: \$2,372,762.20

REASON FOR VOIDS:

INITIATOR ERROR
CHECK LOST/DAMAGED
UNCLAIMED PROPERTY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: September 10, 2025, Payroll in the Amount of \$2,031,731.78
Paid by EFT Transactions and Check Numbers 35861 through 35873

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: September 10, 2025, Claims in the Amount of \$1,724,192.74 paid by EFT Transaction Check Numbers 179935 through 179937 and Check Numbers 179938 through 180113 with Check Numbers 178901 and 179674 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[091025.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/10/2025 TO 9/10/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179935	ACH - BOYD, RAE	CONTRACT NURSE	DETENTION & CORRECTION	2,017.50
	ACH - BOYD, RAE		DETENTION & CORRECTION	45,150.00
179936	ACH - PREMIERA BLUE	CLAIMS PAID	MEDICAL CLAIMS	52,888.26
	ACH - PREMIERA BLUE	CLAIMS PAID	MEDICAL CLAIMS	95,022.84
179937	ACH - LICENSING, DEPT OF	FIREARMS SECTION	INTERGOVERNMENTAL	651.00
179938	ABBOTT, STEVEN & SUS	UB REFUND	WATER/SEWER OPERATION	379.75
179939	ABELL, NANCY	REFUND - BARN RENTAL	PARKS-RECREATION	140.00
179940	ABLE LABEL INC	LABELS	UTIL ADMIN	93.01
179941	ACLARA TECHNOLOGIES	DCU ANTENNAS	METER READING	254.68
179942	ADAMS, NATHAN	REIMBURSEMENT - PARKING	POLICE INVESTIGATION	11.55
179943	ADKISSON, ISABELLE	TRAINING - POLICE RECORDS	OFFICE OPERATIONS	168.00
179944	ALEXANDER PRINTING	MAGNETS	EXECUTIVE ADMIN	416.00
179945	APPLIED INDUSTRIAL T	SLEEVE BEARING - H020	EQUIPMENT RENTAL	162.64
179946	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	39.90
179947	BEACON PLUMBING	REFUND - WITHDREW PERMIT APP.	NON-BUS LICENSES AND	241.50
179948	BICKFORD FORD	TIRES	EQUIPMENT RENTAL	555.97
	BICKFORD FORD	TPMS SENSORS	ER&R	664.15
	BICKFORD FORD	BRAKE PADS, ROTORS	ER&R	1,285.14
179949	BILLING DOCUMENT SPE	PAYMENT PROCESSING - AUGUST	UTILITY BILLING	2,378.68
	BILLING DOCUMENT SPE	BILL PRINTING	UTILITY BILLING	2,854.58
	BILLING DOCUMENT SPE		UTILITY BILLING	3,846.34
179950	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	787.50
179951	BORDEN, HAZEL	BARN CANCELLATION - NOV 26, 2025	PARKS-RECREATION	50.00
	BORDEN, HAZEL	BARN CANCELLATION - OCT 15, 2025	PARKS-RECREATION	50.00
	BORDEN, HAZEL	BARN CANCELLATION - SEPT 29, 2025	PARKS-RECREATION	50.00
179952	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	604.80
	BROOKS, DIANE E		RECREATION SERVICES	698.40
179953	BROWN, DARLENE		RECREATION SERVICES	384.00
179954	BRUNO, PHILLIP J	UB REFUND	WATER/SEWER OPERATION	150.05
179955	CARLI, KEVIN & JENNI	UB REFUND	WATER/SEWER OPERATION	310.76
179956	CARMAN, KELLEY	LEIRA CONFERENCE	OFFICE OPERATIONS	168.00
179957	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	20,771.78
179958	CENTRAL WELDING SUPP	GLOVES	ER&R	77.89
	CENTRAL WELDING SUPP	C02 TAML REFILLS	WATER/SEWER OPERATION	80.65
	CENTRAL WELDING SUPP	CUT/PUNCTURE RESISTANT GLOVES	ER&R	117.63
	CENTRAL WELDING SUPP	CAUTION TAPE	ER&R	285.53
	CENTRAL WELDING SUPP	GLOVES	WASTE WATER TREATMENT	290.80
	CENTRAL WELDING SUPP		WASTE WATER TREATMENT	321.41
	CENTRAL WELDING SUPP	FACE SHIELD HEADGEAR, EAR PLUGS	ER&R	326.01
	CENTRAL WELDING SUPP	VESTS	ER&R	588.03
	CENTRAL WELDING SUPP	RAIN PANTS	ER&R	651.94
	CENTRAL WELDING SUPP	RAINCOATS	ER&R	1,601.62
179959	CLARKSON, ZACHARY &	UB REFUND	WATER/SEWER OPERATION	503.67
179960	CLINAGE, MORGAN	INSTRUCTOR PAYMENT	RECREATION SERVICES	874.80
179961	CML SECURITY, LLC	SECURITY SUPPORT/MAINTENANCE	COMPUTER SERVICES	45,722.00
179962	COMBS FORENSIC SERVI	INVESTIGATIVE SERVICES	POLICE INVESTIGATION	2,000.00
179963	COMCAST	ACCT #8498310021752089	COMPUTER SERVICES	598.67
179964	CONSOLIDATED PRESS	POSTCARD	RECREATION SERVICES	4,816.18
	CONSOLIDATED PRESS	AUTUMN FALL NEWSLETTER	EXECUTIVE ADMIN	5,484.71
179965	COSTA, MELVIN	UB REFUND	WATER/SEWER OPERATION	112.99
179966	COUNTRY SUPPLIER	BOOTS - LANCE	UTIL ADMIN	192.53
179967	CRYSTAL SPRINGS	WATER SERVICE	POLICE INVESTIGATION	100.00

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/10/2025 TO 9/10/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179967	CRYSTAL SPRINGS	WATER SERVICE	OFFICE OPERATIONS	100.00
	CRYSTAL SPRINGS		POLICE PATROL	100.00
	CRYSTAL SPRINGS		POLICE ADMINISTRATION	103.33
	CRYSTAL SPRINGS		POLICE PATROL	200.00
	CRYSTAL SPRINGS		DETENTION & CORRECTION	200.00
179968	DAVIS, SHERRILL	REFUND - BAR RENTAL	PARKS-RECREATION	140.00
179969	DE-EL ENTERPRISES	OFFICE CELL WINDOW SHADES	PERSONNEL ADMINISTRATION	893.80
179970	DICKS TOWING	TOWING 25-45814	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-46473	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-46754	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-46867	POLICE PATROL	77.54
	DICKS TOWING	TOWING BKT5766	POLICE PATROL	103.38
	DICKS TOWING	TOWING MOTORCYCLE	POLICE PATROL	103.38
	DICKS TOWING	TOWING 25-46362	POLICE PATROL	155.08
179971	DOBBS PETERBILT	HOSE CLAMP - J035	EQUIPMENT RENTAL	24.98
	DOBBS PETERBILT	SERPENTINE BELT - J031	EQUIPMENT RENTAL	175.24
	DOBBS PETERBILT	IDLER PULLEY - J031	EQUIPMENT RENTAL	219.32
	DOBBS PETERBILT	ACCELERATOR PEDAL	ER&R	1,350.19
179972	DONOHUE, JO ANN	UB REFUND	WATER/SEWER OPERATION	163.67
179973	ECOLOGY, DEPT. OF	AQUATIC PEST CONTROL PERMIT FEES	STORM DRAINAGE	530.00
	ECOLOGY, DEPT. OF	NPDES PERMIT FEE	UTIL ADMIN	43,220.00
179974	EGGERTSEN, BURTON	AWC CONF REIMBURSEMENT	LEGAL-GENL	317.10
179975	ELITE K-9, INC.	K9 TOOLS	K9 PROGRAM	523.95
179976	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	20.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	20.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	40.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	440.00
179977	EVERETT MUNICIPAL	BAIL POSTED	INTERGOVERNMENTAL	100.00
179978	EVERETT TIRE & AUTO	TIRES	ER&R	2,170.08
179979	EVERETT, CITY OF	ANIMALS TO SHELTER	POLICE COMMUNITY	7,535.00
179980	FAMILY PET MEDICAL	K9 VET VISIT	K9 PROGRAM	367.87
	FAMILY PET MEDICAL		K9 PROGRAM	1,392.95
179981	FEDEX	SHIPPING	POLICE PATROL	10.85
	FEDEX	POSTAGE/SHIPPING	WASTE WATER TREATMENT	221.84
179982	FELDMAN & LEE P.S.	PUBLIC DEFENSE CONTRACT	PUBLIC DEFENSE	12,285.00
	FELDMAN & LEE P.S.		PUBLIC DEFENSE	17,482.50
	FELDMAN & LEE P.S.		PUBLIC DEFENSE	45,517.50
	FELDMAN & LEE P.S.		PUBLIC DEFENSE	50,715.00
179983	FLIPPING SINGHS LLC	UB REFUND: 5421 89TH ST NE	WATER/SEWER OPERATION	157.39
179984	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	480.00
179985	FUNDEN, SETH	UB REFUND: 1718 2ND ST	WATER/SEWER OPERATION	182.65
179986	GAINES, MICHELLE	REFUND - SHELTER RENTAL	PARKS-RECREATION	90.00
179987	GALLS, LLC	CREDIT 30067742	POLICE PATROL	-88.34
	GALLS, LLC	CREDIT 30002416	POLICE PATROL	-31.51
	GALLS, LLC	UNIFORM	POLICE PATROL	12.80
	GALLS, LLC		POLICE PATROL	12.80
	GALLS, LLC		POLICE PATROL	31.51
	GALLS, LLC		POLICE PATROL	31.51
	GALLS, LLC		POLICE PATROL	31.51
	GALLS, LLC		POLICE PATROL	60.44
	GALLS, LLC		POLICE PATROL	71.63
	GALLS, LLC		POLICE PATROL	76.80

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/10/2025 TO 9/10/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179987	GALLS, LLC	UNIFORM	POLICE PATROL	102.51
	GALLS, LLC		POLICE PATROL	143.27
	GALLS, LLC		POLICE PATROL	151.77
	GALLS, LLC		POLICE PATROL	178.23
	GALLS, LLC		POLICE PATROL	237.12
	GALLS, LLC		POLICE PATROL	267.45
	GALLS, LLC		POLICE PATROL	420.26
	GALLS, LLC		POLICE PATROL	429.80
	GALLS, LLC		POLICE PATROL	462.17
	GALLS, LLC		POLICE PATROL	516.65
	GALLS, LLC		POLICE PATROL	530.93
	GALLS, LLC		POLICE PATROL	723.98
	GALLS, LLC	VEST	POLICE PATROL	1,468.04
	GALLS, LLC		POLICE PATROL	2,004.71
	GALLS, LLC		POLICE PATROL	2,004.71
179988	GIBBS, REBEKAH	BASIC HOMICIDE CONFERENCE	POLICE INVESTIGATION	323.00
179989	GMP CONSULTANTS	INTERIM CD DIRECTOR HOURS	COMMUNITY	8,013.35
179990	GOBLE SAMPSON ASSOC	SODIUM HYPO PUMP HEADS	WASTE WATER TREATMENT	748.85
	GOBLE SAMPSON ASSOC		WASTE WATER TREATMENT	784.95
	GOBLE SAMPSON ASSOC	SODIUM HYPO PUMP	WASTE WATER TREATMENT	4,986.18
	GOBLE SAMPSON ASSOC		WASTE WATER TREATMENT	5,263.24
179991	GODBY, DEBRA	REFUND - LINE DANCING	PARKS-RECREATION	20.00
179992	GRAINGER	FUEL FILTERS	ER&R	43.29
	GRAINGER	DRINK MIX	MAINT OF GENL PLANT	572.96
	GRAINGER	WISE, SERRATED JAW	SUNNYSIDE FILTRATION	702.33
	GRAINGER	SHOP SUPPLIES	ER&R	1,227.92
179993	GRIFFEN LAW OFFICE	PUBLIC DEFENSE/CONFLICT COUNCIL	PUBLIC DEFENSE	37.50
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	37.50
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	37.50
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	75.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	75.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	75.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	75.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	75.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	75.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	75.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	112.50
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	112.50
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	450.00
179994	GRUDIN, PAMELA	UB REFUND	WATER/SEWER OPERATION	88.87
179995	GUNN, JULIA	REFUND - TINY TOTS	RECREATION SERVICES	12.00
179996	GUZMAN RODRIGUEZ, AL	UB REFUND	WATER/SEWER OPERATION	206.73
179997	HATCH FENCE RENTALS	RETAINAGE RELEASE	WATER/SEWER OPERATION	2,750.85

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/10/2025 TO 9/10/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
179998	HD FOWLER COMPANY	BRASS SERVICE PARTS	WATER/SEWER OPERATION	4,323.20
179999	HEWLETT PACKARD	PRINTER SERVICE	PARK & RECREATION FAC	0.42
	HEWLETT PACKARD		FINANCE-GENL	1.43
	HEWLETT PACKARD		FINANCE-GENL	8.02
	HEWLETT PACKARD		ENGR-GENL	14.12
	HEWLETT PACKARD		FINANCE-GENL	71.56
180000	HOME DEPOT PRO	CREDIT INV 8766576711	ER&R	-186.96
	HOME DEPOT PRO	WASP SPRAY	ER&R	10.63
	HOME DEPOT PRO	CLEANING SUPPLIES	WASTE WATER TREATMENT	14.36
	HOME DEPOT PRO	SPRAY BOTTLES	ER&R	15.49
	HOME DEPOT PRO	WASP SPRAY	ER&R	21.27
	HOME DEPOT PRO	WET FLOOR SIGNS	CUSTODIAL SERVICES	39.69
	HOME DEPOT PRO	DISINFECTANT	CUSTODIAL SERVICES	44.02
	HOME DEPOT PRO	TRASH LINERS	CUSTODIAL SERVICES	44.26
	HOME DEPOT PRO	GLOVES	ER&R	87.30
	HOME DEPOT PRO	WASP SPRAY	ER&R	95.70
	HOME DEPOT PRO	TRASH PICK UP TOOLS	ER&R	109.22
	HOME DEPOT PRO	BATH TISSUE	CUSTODIAL SERVICES	123.88
	HOME DEPOT PRO	WYPALLS	ER&R	186.96
	HOME DEPOT PRO	WYPALLS, BUG SPRAY	ER&R	186.96
	HOME DEPOT PRO	N95 RESPIRATOR MASKS	ER&R	281.60
	HOME DEPOT PRO	TRASH BAGS, WYPALLS	ER&R	295.72
	HOME DEPOT PRO	BATH TISSUE	CUSTODIAL SERVICES	338.05
	HOME DEPOT PRO	AIR FRESHENER DISPENSERS	CUSTODIAL SERVICES	343.54
	HOME DEPOT PRO	BUG SPRAY, SEALANT, WD-40	ER&R	378.38
	HOME DEPOT PRO	HAND SOAP, DISINFECTANT, PINE SOL	CUSTODIAL SERVICES	424.30
	HOME DEPOT PRO	WYPALLS, SIMPLE GREEN, DUCT TAPE	ER&R	424.65
	HOME DEPOT PRO	TRASH LINERS	CUSTODIAL SERVICES	432.68
	HOME DEPOT PRO	RAGS, DEGREASER	ER&R	451.03
	HOME DEPOT PRO	PAPER TOWELS	CUSTODIAL SERVICES	464.84
180001	HOMEWISE SERVICES	REFUND - OUTSIDE CITY LIMITS	NON-BUS LICENSES AND	135.00
	HOMEWISE SERVICES		NON-BUS LICENSES AND	190.00
180002	HUTCHISON LAW, LLC	CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
180003	ICONIX WATERWORKS	BRASS WATER PARTS	WATER/SEWER OPERATION	57.89
	ICONIX WATERWORKS	METER SETTERS	WATER/SEWER OPERATION	7,103.30
180004	J. THAYER COMPANY	OFFICE SUPPLIES	UTIL ADMIN	49.86
180005	JOHNSON, WILLIAM & S	UB REFUND	WATER/SEWER OPERATION	342.90
180006	JULZ ANIMAL HOUZ	SUPPLIES - MOLLY	POLICE ADMINISTRATION	11.54
	JULZ ANIMAL HOUZ	K9 SUPPLIES	K9 PROGRAM	29.60
	JULZ ANIMAL HOUZ	SUPPLIES - K9	K9 PROGRAM	115.37
180007	KANEHEN, GREGORY	CHAPLAIN STIPEND	POLICE ADMINISTRATION	750.00
180008	KAUR, MANPREET	BASIC CRIME SCENE	POLICE PATROL	301.00
	KAUR, MANPREET	REIMBURSEMENT - HOTEL	POLICE PATROL	640.78
180009	KENWORTH NORTHWEST	DIAGNOSIS, PARTS, REPAIR, SERVICE	EQUIPMENT RENTAL	4,347.45
180010	KIM, JAMIE S.	PUBLIC DEFENSE/CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
180011	LABOR & INDUSTRIES	L&I RIGHT TO KNOW PROGRAM FEE	UTIL ADMIN	825.00
180012	LASTING IMPRESSIONS	T-SHIRTS	SPECIAL EVENTS & PROJECTS	314.06
	LASTING IMPRESSIONS		RECREATION SERVICES	314.07
180013	LAW ENFORCE SEMINARS	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	445.00

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/10/2025 TO 9/10/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
180014	LEE, BRAINARD & GALE	UB REFUND	WATER/SEWER OPERATION	276.18
180015	LEE, DOUG	CODE ENFORCEMENT CONFERENCE	POLICE COMMUNITY	172.00
180016	LES SCHWAB TIRE CTR	TIRES	EQUIPMENT RENTAL	1,010.43
180017	LEXISNEXIS RISK	INVESTIGATIVE TOOL	POLICE INVESTIGATION	216.40
180018	LOOMIS	ARMORED CAR SERVICE	UTILITY BILLING	185.07
	LOOMIS		POLICE ADMINISTRATION	185.08
	LOOMIS		COMMUNITY	185.08
	LOOMIS		MUNICIPAL COURTS	185.08
	LOOMIS		GOLF ADMINISTRATION	349.81
180019	MARSHALL, ALEX	REFUND - SOCCER	PARKS-RECREATION	97.00
180020	MARYSVILLE SCHOOL	FACILITY RENTAL	RECREATION SERVICES	378.00
180021	MAY, MATTHEW	UB REFUND: 8212 42ND ST NE	WATER/SEWER OPERATION	162.86
180022	MCCAULEY, LINDA	UB REFUND: 5414 144TH PL NE	WATER/SEWER OPERATION	5.95
180023	MCKENNA, DAVID	CRIME PREVENTION CONFERENCE	POLICE PATROL	215.00
180024	METTE, JOIE	REIMBURSEMENT - SCHOOL	POLICE TRAINING-FIREARMS	807.48
180025	MILLER, DEANNA	TRAINING	OFFICE OPERATIONS	168.00
180026	MIRIAM TECHNOLOGIES	WEBCHECK SERVICE - AUGUST	UTILITY BILLING	1,148.70
180027	MISHRAH, RAYMON	REFUND - PERMIT FEES PAID ON 3/2/22	WATER-UTILITIES/ENVIRONMN	20.00
	MISHRAH, RAYMON		WATER-UTILITIES/ENVIRONMN	20.00
	MISHRAH, RAYMON		STORM DRAINAGE	95.00
	MISHRAH, RAYMON		STORM DRAINAGE	95.00
	MISHRAH, RAYMON		SEWER-UTILITIES/ENVIRONMN	100.00
	MISHRAH, RAYMON		SEWER-UTILITIES/ENVIRONMN	100.00
	MISHRAH, RAYMON		WATER-UTILITIES/ENVIRONMN	525.00
	MISHRAH, RAYMON		WATER-UTILITIES/ENVIRONMN	525.00
	MISHRAH, RAYMON		SWR	4,490.00
	MISHRAH, RAYMON		SWR	4,490.00
	MISHRAH, RAYMON		WTR	4,750.00
	MISHRAH, RAYMON		WTR	4,750.00
180028	MONSON, LEAH	REFUND - PICKLEBALL DOUBLES	PARKS-RECREATION	90.00
180029	NAPA AUTO PARTS	TRANSMISSION FILTER KIT	EQUIPMENT RENTAL	65.65
	NAPA AUTO PARTS	AIR FILTERS	ER&R	78.80
	NAPA AUTO PARTS		ER&R	194.10
	NAPA AUTO PARTS	WIPER BLADES, BREAK-AWAY KIT	ER&R	212.61
	NAPA AUTO PARTS	FILTERS	ER&R	386.40
180030	NATIONAL TRENCH	BLOWER AC POWER	WATER DIST MAINS	937.43
180031	NCSI	BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	74.00
	NCSI		PERSONNEL ADMINISTRATION	92.50
180032	NELSON'S NOXIOUS	LABOR FOR MONITORING	STORM DRAINAGE	448.54
180033	NEW RESTORATION	CCTV - DAMAGED PIPE	SEWER MAIN COLLECTION	2,100.48
180034	NGUYEN, EMILY	REFUND - SOCCER	PARKS-RECREATION	97.00
180035	NIX, LESLIE	REFUND - PICKLEBALL DOUBLES	PARKS-RECREATION	80.00
180036	OCCUPATIONAL HEALTH	VACCINE/EXAM/PHYSICAL	OVERHEAD	136.00
	OCCUPATIONAL HEALTH		PERSONNEL ADMINISTRATION	171.00
	OCCUPATIONAL HEALTH		POLICE ADMINISTRATION	1,487.00
180037	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,058.40
180038	OREILLY AUTO PARTS	HYDRAULIC FILTER	EQUIPMENT RENTAL	43.15
180039	PACWEST MACHINERY	FRAME MOUNT BRACKET	EQUIPMENT RENTAL	335.15
180040	PEACOCK, WILLIAM	TRAINING - CHAPARRO	UTIL ADMIN	550.00
180041	PLAY-WELL TECHNOLOGIES	INSTRUCTOR PAYMENT	RECREATION SERVICES	4,500.80
180042	PRINTERLOGIC	PRINTER LOGIC RENEWAL	COMPUTER SERVICES	6,576.00
180043	PROVIDENCE EVERETT M	INMATE EMERGENCY MEDICAL CARE	DETENTION & CORRECTION	380.50

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/10/2025 TO 9/10/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
180044	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	50.80
	PUD	ACCT #223286667	METER READING	65.08
	PUD	ACCT #221303498	STREET LIGHTING	71.15
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	87.63
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	97.26
	PUD	ACCT #222592917	PARK & RECREATION FAC	132.95
	PUD	ACCT #202368197	PUMPING PLANT	150.26
	PUD	ACCT #202576112	STREET LIGHTING	158.87
	PUD	ACCT #203344585	STREET LIGHTING	252.66
	PUD	ACCT #200812808	PUMPING PLANT	267.22
	PUD	ACCT #200164598	SOURCE OF SUPPLY	344.19
	PUD	ACCT #202461554	SEWER LIFT STATION	437.23
	PUD	ACCT #201098969	PUMPING PLANT	1,714.12
	PUD	ACCT #202604203	STREET LIGHTING	2,210.28
	PUD	ACCT #202576112	STREET LIGHTING	3,018.69
	PUD	ACCT #202604203	STREET LIGHTING	3,315.44
	PUD	ACCT #202882098	STREET LIGHTING	13,302.50
	PUD		STREET LIGHTING	16,258.61
180045	PUGET SOUND ENERGY	ACCT #220002768939	NON-DEPARTMENTAL	14.73
180046	QUADIENT FINANCE USA	USPS POSTAGE MACHINE	EXECUTIVE ADMIN	0.93
	QUADIENT FINANCE USA		PERSONNEL ADMINISTRATION	4.09
	QUADIENT FINANCE USA		PARK & RECREATION FAC	12.10
	QUADIENT FINANCE USA		COMMUNITY	32.01
	QUADIENT FINANCE USA		LEGAL-GENL	53.16
	QUADIENT FINANCE USA		UTILITY BILLING	153.55
	QUADIENT FINANCE USA		UTIL ADMIN	287.93
	QUADIENT FINANCE USA		FINANCE-GENL	516.20
	QUADIENT FINANCE USA		POLICE ADMINISTRATION	657.24
	QUADIENT FINANCE USA		MUNICIPAL COURTS	2,282.79
180047	RATANA ROSA SHURTZ	INSTRUCTOR PAYMENT	RECREATION SERVICES	108.00
180048	ROWLEY, JIM	UB REFUND	GARBAGE	10.60
	ROWLEY, JIM		GARBAGE	14.94
180049	RWC INTERNATIONAL	FUEL FILTERS, BRAKE HOSE	ER&R	164.93
	RWC INTERNATIONAL	FUEL FILTERS	ER&R	298.66
180050	SAFEWAY INC.	JAIL SUPPLIES	DETENTION & CORRECTION	46.41
180051	SAFEWAY INC.		DETENTION & CORRECTION	33.14
180052	SAFEWAY INC.		DETENTION & CORRECTION	41.09
180053	SAFEWAY INC.		DETENTION & CORRECTION	163.26
180054	SAFEWAY INC.		DETENTION & CORRECTION	89.20
180055	SAFEWAY INC.		DETENTION & CORRECTION	124.34
180056	SARGENT, ANGELA	REFUND - PICKLEBALL	PARKS-RECREATION	75.00
180057	SCCFOA	SCCFOA LUNCH	CITY CLERK	40.00
	SCCFOA		FINANCE-GENL	60.00
180058	SCHIMPF, MADISON	INSTRUCTOR PAYMENT	RECREATION SERVICES	3,600.00
180059	SCORE	MEDICATION	DETENTION & CORRECTION	22.00
180060	SECURE POWER LLC	REFUND - OVERPAYMENT FOR PERMIT	COMMUNITY DEVELOPMENT	115.00
180061	SISKUN POWER EQUIPMENT	ENGINE OIL	ER&R	911.55

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/10/2025 TO 9/10/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
180062	SIX ROBBLEES INC	BRAKE CLEANER	ER&R	426.66
180063	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
	SMARSH INC		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
180064	SMITH, BRAD	K9 UNIT PROCUREMENT	POLICE PATROL	238.00
180065	SMITH, DONALD & DEB	UB REFUND	WATER/SEWER OPERATION	291.21
180066	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	WASTE WATER TREATMENT	256.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	252,431.00
180067	SNO CO TREASURER	CRIME VICTIM/WITNESS FUND	CRIME VICTIM	2,121.31
180068	SNO CO TREASURER	CAUSE NO 25-2-06822-31	GMA - STREET	77,300.00
180069	SNOHOMISH CO 911	DISPATCH	COMMUNICATION CENTER	103,932.42
180070	SOUND PUBLISHING	CITY ORDINANCES	CITY CLERK	43.84
	SOUND PUBLISHING	PUBLIC HEARING	DEVELOPMENT SERVICES	55.16
	SOUND PUBLISHING	ADVERTISING	HOTEL/MOTEL PARKS	1,150.00
180071	SPRINGBROOK NURSERY	TREE BRANCH DISPOSAL	STORM DRAINAGE	32.00
	SPRINGBROOK NURSERY		STORM DRAINAGE	32.00
	SPRINGBROOK NURSERY		STORM DRAINAGE	64.00
	SPRINGBROOK NURSERY		STORM DRAINAGE	64.00

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/10/2025 TO 9/10/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
180071	SPRINGBROOK NURSERY	TREE BRANCH DISPOSAL	STORM DRAINAGE	96.00
180072	STATE PATROL	FINGERPRINT ID SERVICE	INTERGOVERNMENTAL	144.00
180073	SWANSON, CONSTANCE C	UB REFUND	WATER/SEWER OPERATION	1,000.62
180074	THOMSON REUTERS	ONLINE/SOFTWARE SUBSCRIPTION	LEGAL - PROSECUTION	858.89
	THOMSON REUTERS		LEGAL-GENL	858.90
180075	TOWERS, LORRIE	REIMBURSEMENT - NAPCO	MUNICIPAL COURTS	116.02
180076	TRANSUNION RISK & AL	INVESTIGATIVE TOOL	POLICE INVESTIGATION	490.18
180077	TRUE NORTH EQUIPMENT	GRIPPER BELTS	ER&R	207.69
	TRUE NORTH EQUIPMENT	CYLINDERS, JOYSTICK	ER&R	4,887.40
180078	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	641.67
180079	UNIVAR SOLUTIONS USA	HYPO DELIVERY	WATER QUAL TREATMENT	1,278.81
	UNIVAR SOLUTIONS USA		WATER FILTRATION PLANT	1,318.16
	UNIVAR SOLUTIONS USA		WASTE WATER TREATMENT	7,264.38
180080	USA BLUEBOOK	CHLORINE TEST, SAMPLING TAP	SOURCE OF SUPPLY	291.15
180081	UTILITIES UNDERGROUND	EXCAVATION NOTIFICATION	UTILITY LOCATING	776.16
180082	VELASQUEZ, IRENE	REFUND - SOCCER	PARKS-RECREATION	97.00
180083	VESTIS GROUP INC.	UNIFORM CLEANING/SHOP RENTALS	EQUIPMENT RENTAL	27.74
	VESTIS GROUP INC.		EQUIPMENT RENTAL	29.41
	VESTIS GROUP INC.		EQUIPMENT RENTAL	51.53
	VESTIS GROUP INC.		EQUIPMENT RENTAL	54.63
	VESTIS GROUP INC.		EQUIPMENT RENTAL	82.64
	VESTIS GROUP INC.		EQUIPMENT RENTAL	153.47
180084	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	241.30
	VESTIS GROUP INC.		OPERA HOUSE	241.30
180085	WA STATE TREASURER	PUBLIC SAFETY/BLDG REVENUE	INTERGOVERNMENTAL	645.50
	WA STATE TREASURER		GENERAL FUND	47,821.06
180086	WASTE MANAGEMENT	JULY 2025 RECYCLING SERVICE	RECYCLING OPERATION	538,773.42
180087	WATER QUALITY & TRAI	UTILITIES DIRECTOR SERVICE	EQUIPMENT RENTAL	575.07
	WATER QUALITY & TRAI		FACILITY MAINTENANCE	575.07
	WATER QUALITY & TRAI		OVERHEAD	1,150.15
	WATER QUALITY & TRAI		STORM DRAINAGE	1,150.15
	WATER QUALITY & TRAI		SOLID WASTE OPERATIONS	1,150.15
	WATER QUALITY & TRAI		PARK & RECREATION FAC	1,150.15
	WATER QUALITY & TRAI		UTIL ADMIN	5,750.71
180088	WEISER, LISA D	INSTRUCTOR PAYMENT	RECREATION SERVICES	378.00
180089	WHISTLE WORKWEAR	BOOTS - SCOTT	EQUIPMENT RENTAL	143.41
180090	WHITE CAP	BOTTLED WATER	MAINT OF GENL PLANT	891.39
180091	WHITNEY EQUIPMENT CO	REAGENT SET	SUNNYSIDE FILTRATION	192.02
180092	WILSON, JEFF	REIMBURSEMENT - TRAVEL/HOTEL	COMMUNITY	1,197.24
	WILSON, JEFF	REIMBURSEMENT - TRAVEL	COMMUNITY	1,265.27
180093	WINDERMERE PM	UB REFUND	WATER/SEWER OPERATION	140.48
180094	YOUNG, EVAN	UB REFUND	WATER/SEWER OPERATION	326.54
180095	ZENNER USA	HYDRANT METERS	WATER CROSS CNTL	4,454.44
180096	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	75.71
180097	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	108.56
180098	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	75.11
180099	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	195.35
180100	ZIPLY FIBER	ACCT #3606534028	FACILITY MAINTENANCE	207.57
180101	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	104.33
180102	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
180103	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	254.94
180104	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	81.12

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 9/10/2025 TO 9/10/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
180105	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	80.91
180106	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	110.60
180107	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	80.91
180108	ZIPLY FIBER	ACCT #3606583635	COMPUTER SERVICES	108.56
180109	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	46.29
	ZIPLY FIBER		MUNICIPAL COURTS	164.09
180110	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	45.23
	ZIPLY FIBER		RECREATION SERVICES	45.23
180111	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	110.60
180112	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	140.30
	ZIPLY FIBER		SUNNYSIDE FILTRATION	151.99
180113	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	102.94
WARRANT TOTAL:				<u><u>1,724,496.89</u></u>

WEBER 14 LLC.	INITIATOR ERROR	178901	140.48
SHAWNA FECI	INITIATOR ERROR	179674	163.67

<u>REASON FOR VOIDS:</u>		
INITIATOR ERROR	WARRANT TOTAL:	<u><u>\$1,724,192.74</u></u>
CHECK LOST/DAMAGED		
UNCLAIMED PROPERTY		



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	September 22, 2025
SUBMITTED BY:	Sam Adlington, Engineering
ITEM TYPE:	Bid Award
AGENDA SECTION:	Review Bids
SUBJECT:	Contract Award – Norton Corrosion Limited for the Reservoir Cathodic Protection Project
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the Reservoir Cathodic Protection Project contract with Norton Corrosion Limited, LLC in the amount of \$118,842.31 and approve a management reserve of \$11,884.23 for a total allocation of \$130,726.54.
SUMMARY:	The Reservoir Cathodic Protection Project includes installation of impressed current cathodic protection systems at the City's Stillaguamish and Sunnyside reservoirs. Installation of the cathodic protection systems is crucial in protecting the reservoirs from corrosion which if unchecked results in a shortened lifespan and increased maintenance costs. The project was advertised on July 30 and August 6, 2025, with bids opened August 13, 2025. The City received two bids as shown on the attached certified bid tabulation. The low responsive bidder was Norton Corrosion Limited, LLC. with a bid of \$118,842.31. The engineer's estimate for this project was \$96,864.95. References included in Norton Corrosion Limited, LLC's bid were reviewed and found to be satisfactory. Staff recommends Council award of the project to Norton Corrosion Limited, LLC in the amount of \$118,842.31 and approval of a ten percent (10%) management reserve, in the amount of \$11,884.23, for a total authorization of \$130,726.54. As the total project cost has exceeded available budget for 2025, a future budget amendment will be required.

ATTACHMENTS:

[W2303_Draft_Contract_Norton_revised.pdf](#)

[W2303_Reservoir Cathodic Protection_Certified Bid Tab.pdf](#)

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Norton Corrosion Limited, LLC (Contractor), a profit corporation, organized under the laws of the State of Washington, located and doing business at 8820 222nd St SE, Woodinville, WA 98077, (the “Contractor”).

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to do all work and furnish all labor, tools, materials, equipment, and supplies required to build and construct and to build and construct in a workmanlike manner the work, improvements, and appurtenances in order to accomplish the following project:

RESERVOIR CATHODIC PROTECTION PROJECT, PROJECT NUMBER W2303

All such work, labor, tools, materials, equipment, and supplies to be procured and furnished in accordance with the following documents (the “Contract Documents”) which are incorporated by reference and are hereby made a part of this Contract:

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2025 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, except as may otherwise be provided in the Contract Documents.

The Contractor shall guarantee said materials and work for a period of one year after completion of this Contract.

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Physical completion shall be achieved within Thirty (30) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is one hundred eighteen thousand and eight hundred forty two dollars and thirty one cents (\$118,842.31) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, sales and use taxes, profit, subcontractors, consultants, professional services, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated August 13, 2025. The basis for final payment will be the actual amount of work performed and payments, whether partial or final, will be made according to the Contract Documents.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor 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 in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
 - B. Should a court of competent jurisdiction determine that this Contract 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 Contractor and the City, its officers, officials,

employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

- C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

_____ (City initials) _____ (Contractor initials)

- D. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered _____ (Contractor Representative) on behalf of the Contractor and by _____ (City Representative) on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

Contractor:

Norton Corrosion Limited, LLC
Attn: Philip Goodwin
8820 222nd St SE
Woodinville, WA 98077

City:

City of Marysville
Public Works, Attn: Sam Adlington
501 Delta Ave
Marysville, WA 98270

- VII. PREVAILING WAGES.** The Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

- VIII. DEBARMENT.** By signing this contract, Contractor 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. Contractor 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. Contractor must immediately notify the City if it or any subcontractor or employee is proposed for debarment or is debarred during the term of this Contract. The City may terminate this Contract if the Contractor, a subcontractor, or employee is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

DATED _____

CITY OF MARYSVILLE

By: _____

Jon Nehring, Mayor

DATED _____

_____(CONTRACTOR)

By: _____

_____(Name)

Its: _____ (Title)

Attested/Authenticated:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

City of Marysville
Reservoir Cathodic Protection Project - Certified Bid Tabulation

Bid Opening: August 13, 2025 10:00am

Apparent Low Bidder

ITEM NO.	ITEM	QUANTITY	UNIT	Engineer's Estimate		Norton Corrosion Limited, LLC		MESA Products, Inc. dba Hansen Drilling	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Minor Change, Force Account	1	EST	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	Record Drawings (Minimum Bid \$2,000), Lump Sum	1	LS	\$2,000.00	\$ 2,000.00	\$3,538.00	\$ 3,538.00	\$ 2,000.00	\$ 2,000.00
3	Impressed Current Cathodic Protection System - Stillaguamish Reservoir, Lump Sum	1	LS	\$33,755.00	\$ 33,755.00	\$32,300.00	\$ 32,300.00	\$ 44,864.00	\$ 44,864.00
4	Impressed Current Cathodic Protection System - Sunnyside Reservoir, Lump Sum	1	LS	\$27,787.00	\$ 27,787.00	\$47,793.00	\$ 47,793.00	\$ 65,694.00	\$ 65,694.00
Subtotal					\$ 88,542.00		\$ 108,631.00		\$ 137,558.00
Sales Tax (9.4%)					\$ 8,322.95		\$ 10,211.31		\$ 12,930.45
TOTAL BID					\$ 96,864.95		\$ 118,842.31		\$ 150,488.45

Bid received in time, but not read aloud during the bid opening due to City error.



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.

Red text entries denote math corrections made.)



8/18/2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Jennifer Stapleton, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Strategies 360 Contract 2025-26

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the agreement with Strategies 360, Inc.

SUMMARY: Strategies 360 has provided lobbying services to the City of Marysville and this agreement will continue their service through August, 2026.

ATTACHMENTS:
[Strategies 360 Ratification PSA.docx](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND STRATEGIES 360, INC.**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Strategies 360, Inc., a corporation, organized under the laws of the state of Washington, located and doing business at 2200 6th Avenue, Suite 780, Seattle, WA 98121-1824 (“Consultant”).

WHEREAS, the parties previously executed an agreement on September 28, 2023, for state and federal legislative work; and

WHEREAS, the parties inadvertently allowed the agreement to expire on August 30, 2025; and

WHEREAS, the parties intended to extend the agreement.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, the parties agree as follows:

1. The Agreement dated September 28, 2023, and any amendments is ratified and will be in full force and effect upon execution of this agreement.
2. **SCOPE OF SERVICES.** As set forth in Exhibit A of this Agreement.
3. **TERM.** This Agreement shall terminate on midnight September 1, 2026.
4. **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. Consultant shall be paid \$3,500 per month for September through December 2025 (out of session rate) plus expenses; \$12,500 per month for January through May 2026 (Regular Legislative Session plus two months) plus expenses; and \$3,500 per month for June through August 2026 (out of session rate) plus expenses.
5. All other terms and conditions of the agreement dated September 28, 2023, shall remain in full force and effect except as modified by this agreement.
6. **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.

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

DATED this _____ day of _____, 2025.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 2025.

STRATEGIES 350

By _____
Ron Dotzauer
Its:

ATTEST/AUTHENTICATED:

Chair Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A

State Legislative Work (2025/26 session)

1. Work on capital project funding for the City of Marysville's identified transportation and park priorities
2. Participate in efforts to advance the AWC legislative agenda to affect issues of interest for cities
3. Participate in efforts to advance the Snohomish County cities legislative priorities
4. Keep abreast of other legislation, policy issues and news that may affect the City of Marysville.

Federal Legislative Work (2025/26 session)

1. Seek funding opportunities and advocate for the City of Marysville's identified transportation and park priorities
2. Advocate for transportation mitigation projects and grade separation funding to mitigate the adverse impacts of increased train travel through the City of Marysville
3. Advocate to Congress and federal agencies on behalf of the City of Marysville as issues arise



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Pat Gruenhagen, Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Professional Services Agreement with David Evans and Associates, Inc. for the Ingraham Boulevard / 84th Street NE Pavement Preservation Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with David Evans and Associates, Inc., in the amount of \$462,576, for engineering design related to the Ingraham Boulevard / 84th Street NE Pavement Preservation Project.

SUMMARY:

The Ingraham Boulevard / 84th Street NE Pavement Preservation Project proposes to implement pavement rehabilitation along a 1.5 mile segment of the Ingraham Boulevard and 84th Street NE corridor. Improvements – involving a grind and overlay and, where necessary, full depth pavement repairs – will extend from 67th Avenue NE in the west to State Route 9 in the east. Construction is tentatively projected to be under way next summer, pending completion of design, environmental review, and permitting.

Toward that end, the City issued a Request for Qualifications (RFQ) on July 10, 2025 – inviting interested and qualified engineering design firms to submit Statements of Qualifications (SOQ) to provide design, permitting, and environmental review services on the project. Subsequent to this, the City conducted interviews with three firms on August 11th and 12th. Ultimately, the City's selection committee determined – based upon ranking of SOQ and overall interview performance – that David Evans and Associates, Inc. (DEA) was in fact the most qualified firm to perform the work.

The attached Professional Services Agreement will establish the framework for DEA to provide the engineering design, permitting, and environmental review services necessary to advance the project forward to construction next summer, consistent with requirements of the underlying \$3.602 Million Federal NHS grant for the project. It is staff's opinion that the negotiated scope and fee of \$462,576 are reasonable.

Staff notes that the contract total includes a \$42,052 Management Reserve (MR) — set aside for the express purpose of allowing the City flexibility to react swiftly in the event that minor right of way acquisition (temporary construction easements for curb ramp construction) is found to be necessary. Further, it should be noted that the entire contract amount (exclusive of MR) is covered by and will be reimbursable through the aforementioned Federal NHS grant.

ATTACHMENTS:

[David_Evans___Associates_-_Executed_by_Contractor.pdf](#)

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

Agreement Number: R2504-1

Firm/Organization Legal Name (do not use dba's): David Evans and Associates, Inc.		
Address 14432 SE Eastgate Way, Suite 400, Bellevue, WA, 98006	Federal Aid Number NHPP-2670(002)	
UBI Number 600 227 608	Federal TIN or SSN Number 93-0661195	
Execution Date	Completion Date 11/1/2026	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No	
Project Title Ingraham Boulevard / 84th Street NE Pavement Preservation		
Description of Work The Ingraham Boulevard / 84th Street NE Pavement Preservation Project proposes to rehabilitate a 1.5 mile segment of the Ingraham Boulevard and 84th Street NE corridor – an urban arterial – from 67th Avenue NE in the west to State Route 9 in the east. The work to be advanced under this project will focus primarily on a full-width grind and overlay, along with select areas of full-depth pavement repair as appropriate. Additionally, the scope will include curb ramp upgrades to ADA standards, as well as traffic signal induction loop and/or camera hardware replacements (as deemed necessary). The consultant scope of services, as further described herein within Exhibit A, will include preliminary and final design, NEPA environmental review, assistance with permitting, and bid phase support.		
☒ Yes ☐ Yes ☐ Yes ☐ Yes	☐ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: \$420,523 Management Reserve Fund: \$42,052 Maximum Amount Payable: \$462,576

Index of Exhibits

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

Agreement Number: R2504-1

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

Agreement Number: R2504-1

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

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

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

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

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

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

If to AGENCY:

Name: Patrick Gruenhagen
 Agency: City of Marysville
 Address: 501 Delta Avenue
 City: Marysville State: WA Zip: 98270
 Email: pgruenhagen@marysvillewa.gov
 Phone: 360.363.8281
 Facsimile:

If to CONSULTANT:

Name: Joe Jackson
 Agency: David Evans and Associates, Inc.
 Address: 14432 SE Eastgate Way, Suite 400
 City: Bellevue State: WA Zip: 98007
 Email: joe.jackson@deainc.com
 Phone: 425.519.6587
 Facsimile:

IV. Time for Beginning and Completion

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

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

Agreement Number: R2504-1

V. Payment Provisions

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

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number: R2504-1

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

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

Agreement Number: R2504-1

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

Agreement Number: R2504-1

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

Agreement Number: R2504-1

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

Agreement Number: R2504-1

XII. Legal Relations

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

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

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

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

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

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

Agreement Number: R2504-1

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

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

Insurance Coverage

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

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

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

Name: Patrick Gruenhagen
 Agency: City of Marysville
 Address: 501 Delta Avenue
 City: Marysville State: WA Zip: 98270
 Email: pgruenhagen@marysvillewa.gov
 Phone: 360.363.8281
 Facsimile:

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

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

Agreement Number: R2504-1

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

Agreement Number: R2504-1

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

Agreement Number: R2504-1

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

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

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

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

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

XX. Records Maintenance

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

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

Agreement Number: R2504-1

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

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

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

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

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

Signature

Date

Signed by:

Manuel Feliberti

608272C6083342C...

Signature

9/15/2025

Date

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

Agreement Number: R2504-1

Exhibit A Scope of Work

Project No.

See attached Scope of Services

Agreement Number: R2504-1

EXHIBIT A

SCOPE OF SERVICES

CITY OF MARYSVILLE

Ingraham Blvd / 84th St NE Pavement Preservation Project

**Federal Aid No. TBD
(City Project # R2504)**

Prepared by:

**David Evans and Associates, Inc.
1620 W Marine View Drive, Suite 200
Everett, WA 98201**

September 5, 2025

TABLE OF CONTENTS

TASK 1.0	PROJECT DESCRIPTION, DESIGN CRITERIA, AND DELIVERABLES	1
1.1.	Project Description	1
1.2.	Project Deliverables Furnished by the CONSULTANT.....	1
1.3.	Responsibilities and Services Provided by the CITY.....	1
1.4.	Project Assumptions.....	2
TASK 2.0	PROJECT MANAGEMENT AND QUALITY CONTROL	2
2.1.	Project Management.....	2
2.2.	Subconsultant Coordination.....	2
2.3.	Develop Project Schedule.....	2
2.4.	Monthly Invoices/Progress Reports	2
2.5.	Progress Meetings	3
2.6.	Quality Control/Quality Assurance Review	3
2.7.	Change Management	3
TASK 3.0	SURVEY AND BASEMAP PREPARATION	3
3.1.	Base Mapping Using City Provided Data	3
3.2.	Data Collection	4
3.3.	Topographic Curb Ramp Survey	5
TASK 4.0	ENVIRONMENTAL DOCUMENTATION	5
4.1.	Environmental Meetings	6
4.2.	NEPA/SEPA Compliance.....	6
4.3.	Permitting.....	6
TASK 5.0	UTILITY COORDINATION.....	7
TASK 6.0	AGENCY COORDINATION.....	7
TASK 7.0	PAVEMENT REPORT	7
TASK 8.0	STORMWATER DESIGN TECHNICAL INFORMATION REPORT (TIR)	8
8.1.	Storm Drainage Design and Report	8
TASK 9.0	DESIGN.....	8
9.1.	Project Site Visits	8
9.2.	Plans, Specification, and Estimate Preparation (30%, 60%, and 90% Completion).....	9
9.3.	100% PS&E Documents	9
9.4.	Assistance During Bid Period	10
TASK 10.0	COMMUNITY OUTREACH SUPPORT	10
TASK 11.0	OPTIONAL SERVICE	10
11.1.	Right-of-Way and Construction Support Services	10

TASK 1.0 PROJECT DESCRIPTION, DESIGN CRITERIA, AND DELIVERABLES

1.1. Project Description

The City of Marysville (CITY) is requesting professional services from David Evans and Associates, Inc. (CONSULTANT) for preparation of Plans, Specifications, and Estimate (PS&E) documents for the Ingraham Blvd / 84th St NE Pavement Preservation Project (PROJECT). The project includes pavement analysis, testing, and overlay recommendations; drainage and utility lid adjustments; replacing pavement markings on Ingraham Boulevard and 84th Street NE; ADA curb ramp upgrades, and replacing vehicle loop detectors. The project limits are from the 67th Avenue NE to State Route 9.

The major features of the project include:

- Pavement Rehabilitation Report for Ingraham Boulevard and 84th Street NE.
- Environmental documentation and permitting.
- Preliminary and final submittals of Plans, Specifications, and Estimate (PS&E) contract documents.

1.2. Project Deliverables Furnished by the CONSULTANT

The CONSULTANT shall maintain a project file for pertinent work items. The CITY review sets will be returned with each subsequent revision, illustrating that each review comment has been addressed as stated, or how/why it was not addressed. The CONSULTANT shall deliver the following documents and products to the CITY as part of this agreement:

- Existing base mapping in sheet format for design features to be shown.
- Draft and Final Categorical Exclusion Documentation (CED) Form.
- Draft and Final Environmental Checklist.
- Draft and Final Stormwater Pollution Prevention Plan (SWPPP).
- Marysville Right-of-Way Permit.
- WDFW Hydraulic Project Approval.
- Draft and Final Drainage Technical Information Report (TIR).
- Draft and Final Pavement Report.
- 30% Plans and Estimate (electronic PDF files) for review by the CITY.
- 60% PS&E (electronic PDF files) for review by the CITY.
- 90% PS&E (electronic PDF files) for review by the CITY.
- Stamped and signed final plan set and specifications (electronic PDF files).
- Estimate corresponding to the bid schedule (electronic PDF and Excel files).
- As-Bid set of specifications and plans (electronic PDF files).
- Addendums during bid advertisement.
- Responses to bidders’ questions prior to bid opening.

1.3. Responsibilities and Services Provided by the CITY

The CITY will:

- Provide all available existing as-built plans, right-of-way (ROW) plans, horizontal and vertical monument information, GIS maps, and other mapping information as available to the CONSULTANT.
- Provide existing aerial mapping.
- Provide all City standard specifications and City bid forms in Microsoft Word format.

- Identify and provide list of storm, water, and wastewater utility lids requiring upgrades.
- Review all submittals made to the CITY within 10 working days, or as agreed, and return them to the CONSULTANT with consolidated written comments regarding changes needed.

1.4. Project Assumptions

- All drawings will be prepared in AutoCAD format, utilizing the CONSULTANT's CADD standards. The standard sheet size for all plans will be 22"x34" and drawn at one-inch equals twenty feet (1" = 20'). 11"x17" half-size plans will be at 1 inch = 40 feet.
- Specifications will follow the 2026 WSDOT/APWA Standard Specifications and the City of Marysville's General Special Provisions.
- The project duration for final design is assumed to be eight (8) months.

TASK 2.0 PROJECT MANAGEMENT AND QUALITY CONTROL

2.1. Project Management

Direction of the CONSULTANT staff and review of their work over the course of the project shall be provided. This work element includes preparing monthly progress reports, status of individual work elements, number of meetings attended, outstanding information required, and work items planned for the following month.

Periodic monitoring of the CONSULTANT'S design budget will occur over the course of the project. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions may include formal requests for increases, modifications, or reductions in scope and/or budget.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. The status of requested information will also be maintained.

2.2. Subconsultant Coordination

The CONSULTANT (DEA) shall provide direction of the SUBCONSULTANT and review of their work over the course of the project shall be provided by the CONSULTANT (DEA). Monthly monitoring of the SUBCONSULTANT's design budget will occur over the course of the project. Current status, as well as projections, will be developed. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions could include formal requests for increases, modifications, or reductions in scope and/or budget.

2.3. Develop Project Schedule

The CONSULTANT and the CITY will jointly develop an overall project schedule showing all major and supportive activities. The schedule shall be prepared to reflect an eight (8)-month design completion of the project. The schedule shall be arranged to meet key target dates. The CONSULTANT shall update the schedule monthly to reflect the current status of the project.

Deliverables:

- Project Schedule and Monthly Updates

2.4. Monthly Invoices/Progress Reports

Monthly invoices will be prepared by the CONSULTANT per CITY requirements for mid-month work period cycles and sent to the CITY at the end of each month. These invoices shall also include SUBCONSULTANT

work and will be accompanied by monthly progress reports. Invoices will include back-up material for all expenses and will show approved budget and amount expended to date.

Deliverables:

- Monthly Invoices and Progress Reports (9 total)

2.5. Progress Meetings

This work element provides for the preparation, attendance, follow-up, and documentation of meetings during the length of the project. These meetings will be forums for agencies to provide input and guidance for the direction of the project. They will also be used to discuss project issues, approve submittals, and develop potential solutions.

The CONSULTANT shall prepare for, attend, and document up to sixteen (16) meetings with CITY staff. Meetings will be required for coordination with the CITY and other affected agencies. The CONSULTANT will attend two (2) meeting every month, via Teams meeting, with up to two staff and the CITY's project manager for the duration of the project.

Deliverables:

- Meeting Minutes (16 total)

2.6. Quality Control/Quality Assurance Review

This work element is for the QC/QA review of CONSULTANT deliverables by a designated QC/QA staff member of the CONSULTANT team. The review will cover documents, reports, PS&Es, and pertinent information on an on-going basis. The program entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format, and assures that the overall project objectives are being fulfilled.

2.7. Change Management

Project Managers from the CITY and the CONSULTANT are responsible for managing changes to the scope and schedule. The CITY is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must ensure that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the Project Manager as early as possible. Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule.

The CONSULTANT shall obtain written authorization from the CITY before implementing any change to this scope of work, schedule, or budget.

TASK 3.0 SURVEY AND BASEMAP PREPARATION

The CONSULTANT shall review all existing GIS information and other available information provided by the CITY to identify additional data needed to support the design and develop the contract construction documents.

3.1. Base Mapping Using City Provided Data

The CONSULTANT shall prepare a project existing features base map using CITY provided GIS data and aerial imagery.

The existing base map shall be updated by the CONSULTANT based on data gathered under Task 3.2.

3.2. Data Collection

The CONSULTANT shall take the project base map and perform a field walk to determine locations of existing traffic signal loops, utilities/monument lids, and catch basins.

The CONSULTANT shall update the existing base map with field data collected in the field.

It is assumed the data collection site visit will last up to eight hours and be attended by two CONSULTANT team members.

The project/survey eastern and western limits for the PROJECT are shown in the figures below. The northern and southern limits are gutter line to gutter line.

Figure 1. Project Western Limit



Figure 2. Project Eastern Limit

**Deliverables:**

- Existing base mapping in a sheet format ready for design features to be shown.

3.3. Topographic Curb Ramp Survey

The CONSULTANT shall collect survey to supplement the basemap at up to twenty-eight (28) curb ramp locations, which will be identified by the CONSULTANT during an initial site visit. Each of the existing curb ramps will be evaluated for ADA compliance to determine the extent of upgrades needed and which ramps will need topographic survey. Topographic Survey will include all curblines extending 10 feet on either side of the PC/PT and all above ground utilities located within the sidewalk area, gutter flow line and any within 5 feet of the back of sidewalk. No vertical dips of catch basins will be required. At locations with marked crosswalks, roadway elevation data will be collected along the existing crosswalk including roadway centerline for the removal and replacement of the crosswalk. At locations where a new curb ramp is proposed and there is no existing curb ramp, survey will be collected within a 50-foot radius centered directly across the street from the companion ramp.

Assumptions:

- 1-ft contour intervals.

TASK 4.0 ENVIRONMENTAL DOCUMENTATION

The CONSULTANT will prepare environmental documentation in a manner that satisfies standards and requirements set forth by the National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA). Details regarding the expected level of environmental documentation required for the PROJECT to be in compliance with NEPA and SEPA are provided below. NEPA will be addressed because the project will be funded in part with federal dollars, which is a trigger for NEPA compliance.

4.1. Environmental Meetings

Prior to beginning any environmental work, the CONSULTANT shall coordinate an environmental kick-off meeting with the CITY and WSDOT Local Programs (H&LP) staff. The intent is to develop communication, confirm the approach and submittal requirements with H&LP and CITY, discuss the environmental documentation schedule, exchange information, and develop relationships for continued work on the PROJECT.

Assumptions:

- One Environmental kick-off meeting between the CONSULTANT, CITY, and WSDOT H&LP staff.

Deliverables:

- Meeting Agenda
- Meeting Minutes

4.2. NEPA/SEPA Compliance

Since the project qualifies for a NEPA categorical exclusion under 23 CFR 771.117(d), the CONSULTANT will prepare WSDOT form 140-100 (NEPA Categorical Exclusion Documentation Form [CED]) for review by the City and H&LP. The CONSULTANT will prepare a draft CED for review and respond to any questions/comments from the City and H&LP and prepare a final CED for H&LP to process through FHWA.

The CONSULTANT will prepare a draft SEPA Environmental Checklist for City review. The CONSULTANT will revise the checklist and prepare a final checklist for public issuance.

Assumptions:

- Marysville will be the lead agency for SEPA.
- The project will be exempt from SEPA per WAC 197-11-800(2)(d)(viii), which has been adopted by the Marysville Municipal Code Title 22E.030.90.

Deliverables:

- Draft CED for CITY and H&LP review.
- Final CED for signature.
- Draft Environmental Checklist.
- Final Environmental Checklist.

4.3. Permitting

The CONSULTANT will prepare the following permit applications and exhibits:

- Right-of-Way Permit.
- Stormwater Pollution Prevention Plan (SWPPP).
- WDFW Hydraulic Project Approval.

Assumptions:

- The CONTRACTOR will use final SWPPP as their basis for their SWPPP submittal.
- Project will have no direct impact to wetlands or streams.

Deliverables:

- Online Right-of-Way application.
- Draft and Final SWPPP.
- Online HPA Application submittal.

TASK 5.0 UTILITY COORDINATION

The CITY will take the lead to contact and meet with utility owners.

The CONSULTANT shall support the CITY with preparation of exhibits and providing responses to utility owners' questions.

Deliverables:

- Exhibits.
- Responses to questions.

TASK 6.0 AGENCY COORDINATION

The CONSULTANT shall support the CITY with coordination between WSDOT Local Programs and Community Transit.

The CONSULTANT shall arrange, prepare for, attend, and prepare meeting minutes for meetings with WSDOT Local Programs to discuss the project. This task also includes coordination with WSDOT through e-mails and Teams meetings. The CONSULTANT shall prepare electronic copies submittal of the 90% and 100% for WSDOT Local Program review. The CONSULTANT shall address WSDOT's comments.

For budgetary purposes, it is assumed that one (1) meeting will occur with WSDOT Local Programs and one (1) meeting will occur with Community Transit. Each meeting will last 1 hour and includes 1 hour for meeting preparation, agenda, and minutes. These meetings will be virtual Teams meetings and attended by two CONSULTANT staff.

Assumptions:

- City will coordinate with Community Transit to inform them of work/times and submit electronic copies of plans

Deliverables:

- Meeting Agendas (2 total)
- Meeting Minutes (2 total)

TASK 7.0 PAVEMENT REPORT

The CONSULTANT shall perform pavement evaluation and testing and shall prepare a pavement report for Ingraham Blvd / 84th St NE.

The pavement report will provide recommendations for pavement repair and overlay depth.

The CONSULTANT shall perform Falling Weight Deflectometer (FWD) testing along all travel lanes from the east edge of the stop bar at 67th Ave NE to the west end of the splitter island at SR 9. As FWD testing is a mobile operation and non-destructive testing, traffic control plans and ROW permit will not be required. Tests will be performed at approximately 100-foot intervals. Tests will consist of three drops at each location. GPS readings will be taken at each test location. Using the results of FWD testing, the CONSULTANT will mark the locations of 20 6-inch diameter pavement cores (four in each travel lane) and arrange utility locates. The CONSULTANT will subcontract the development of temporary traffic control plans and submit to the City for a ROW permit for pavement coring. Upon approval, the CONSULTANT will perform pavement coring at 20 locations. Hand auger explorations to a depth of about two feet at each core location will be performed. Cores will be backfilled with compacted gravel and patched with Aquaphalt Permanent Cold Patch, compacted in lifts, matching existing pavement thickness.

The CONSULTANT shall generate logs of pavement cores and perform engineering analyses to determine engineering properties of the subgrade and existing pavement structure.

The CONSULTANT shall prepare a report presenting the results of the field testing, including FWD deflection readings, back-calculated resilient moduli of the subgrade, logs of pavement cores, and recommendations for new overlay design. The report will include discussions for pavement areas that should be reconstructed as opposed to rehabilitated.

The CONSULTANT shall review the Pavement Rehabilitation Report for Ingraham Blvd and implement its recommendations.

Deliverables:

- Traffic Control plans for Pavement Coring (electronic PDF files).
- Draft Ingraham Blvd Pavement Report (electronic PDF files).
- Final Ingraham Blvd Pavement Report (electronic PDF files).

TASK 8.0 STORMWATER DESIGN TECHNICAL INFORMATION REPORT (TIR)

8.1. Storm Drainage Design and Report

The new and replaced impervious area is greater than 2,000 square feet; therefore a drainage report is required. The CONSULTANT shall:

- Determine the new pervious and impervious areas.
- Evaluate project requirements for each Threshold Discharge Area.
- Determine the existing drainage systems and drainage basins for the project area.
- Prepare a drainage technical information report (TIR) to include the following sections: existing and proposed basin conditions, downstream analysis and address Minimum Requirements #1 through 5.

Deliverables:

- Draft Drainage TIR.
- Final Drainage TIR.

Assumptions:

- Design will be in accordance with the Department of Ecology's 2024 Stormwater Management Manual for Western Washington and City's engineering design and development standards (EDDS).
- Flow control and water quality will not be required.
- Assume there will be one set of CLIENT comments on the TIR and one revision.

TASK 9.0 DESIGN

9.1. Project Site Visits

The CONSULTANT (DEA) shall conduct up to two (2) additional site visits by two (2) staff during the project to review/address design issues. CITY staff shall be present during site visits, if requested.

It is assumed the site visits will last up to two (2) hours each.

9.2. Plans, Specification, and Estimate Preparation (30%, 60%, and 90% Completion)

The CONSULTANT shall bring the design to a 100% completion level with intermediate milestones at the 30%, 60%, and 90% completions, and – when deemed necessary – shall participate in a review coordination meeting to respond to CITY staff questions and comments. Review comments will be responded to and incorporated as directed by the CITY Project Manager. The preliminary and final design will include the following elements, at a minimum, prepared by the CONSULTANT for each milestone as noted:

- Cover sheet including a vicinity map (30%, 60%, and 90%) (1 sheet)
- Legend & Abbreviations (60% and 90%) (1 sheet)
- Typical Roadway Sections (30%, 60%, and 90%) (2 sheets)
- Site Preparation & Temporary Erosion Control Plans (TESC) (30%, 60%, and 90%) (10 sheets)
- Roadway Plans (30%, 60%, and 90%) (10 sheets)
- Roadway Details (90%) (1 sheet)
- Curb Ramp Plans and Details (60% and 90%) (6 sheets)
- Channelization Plans (30%, 60%, and 90%) (10 sheets)
- Traffic Control Plans (60% and 90%) (12 sheets)
- Pedestrian Detour Plans (90%) (1 sheet)
- Contract Provisions (90%)
- Cost Estimate (30%, 60%, and 90%)

The CONSULTANT shall prepare traffic control and pedestrian detour plans.

The CONSULTANT shall determine bid items, quantities, and prepare an engineer's opinion probable construction cost estimate based on current unit bid prices.

Assumptions:

- The CONSULTANT shall use, as much as possible, bid items listed in WSDOT Standard Bid Items and/or WSDOT/APWA Standard Specifications.
- No impacts to ADA curb ramps at 67th Avenue NE.

Deliverables:

- 30% Plans & Estimate (electronic PDF).
- 60% Plans, Specifications, & Estimate (electronic PDF).
- 90% Plans, Specifications, & Estimate (electronic PDF).

9.3. 100% PS&E Documents

The CONSULTANT shall prepare the following in accordance with the CITY's review comments from the 90% final design and coordination meeting:

- Modifications and/or revisions in response to CITY review comments from the 90% design and coordination meeting.
- Final design of project elements.
- Special provisions and listing of CITY standard specifications, with fill-ins, to be incorporated in the construction contract documents.
- Preparation of 100% plans.
- Preparation of 100% list of bid items, quantities, and a construction cost estimate for a set of signed and reproducible construction contract documents.

The CONSULTANT will assemble all plan sheets, general and special provisions, cost estimates, and associated documentation for submittal as the 100% PS&E package. The CONSULTANT shall stamp and sign the 100% plans and specifications, and then make a PDF file for the CITY to submit it to Builders Exchange of Washington for posting.

Deliverables:

- Stamped and signed contract provisions (electronic PDF files).
- Stamped and signed contract plans (electronic PDF files).
- Engineer's Opinion of Probable Construction Cost Estimate in electronic PDF and Excel formats.

9.4. Assistance During Bid Period

The CONSULTANT shall provide assistance during the bid and award of the construction contract. The following tasks will be provided by the CONSULTANT on an as-needed basis.

The CONSULTANT shall assist the CITY during the bid period to answer any questions that arise concerning the PS&E documents and will assist the CITY in preparing any addenda required to the level of budget provided in this agreement.

The CONSULTANT shall provide any necessary plan, specification, or cost estimate changes required by any/all addenda. The CONSULTANT shall stamp and sign any plan revisions required.

After PROJECT Bid Opening, the CONSULTANT shall compile changes and create a conformed set of plans and contract provisions to be referred to as the As-Bid documents.

The CONSULTANT shall provide As-Bid documents to the CITY.

Assumptions:

- The CONSULTANT will not produce hard paper copies of the plans and contract provisions.

Deliverables:

- Provide responses to bidders' questions.
- Addenda documentation (electronic PDF files).
- As-Bid Plans and Contract Provisions (electronic PDF files).

TASK 10.0 COMMUNITY OUTREACH SUPPORT

The CITY will take the lead on public outreach work.

The CONSULTANT (DEA) shall support the City with preparation of exhibits and/or graphics to the level of effort identified in the budget.

Deliverables:

- Exhibits and/or Graphics for Community Outreach.

TASK 11.0 OPTIONAL SERVICE

11.1. Right-of-Way and Construction Support Services

In addition, Optional Services may be required and are to be utilized only for additional and unforeseen added work that is not included in this Scope of Services. The CONSULTANT (DEA) shall obtain written authorization from the CITY prior to doing any work under Optional Services. The compensation amount for work under Optional Services must be agreed to prior to the commencement of the work and will be

paid for with the Management Reserve (aka contingency) funds and / or supplemental agreement(s). The CITY will not compensate the CONSULTANT for work under Optional Services without prior written authorization and agreement on the compensation amount. Potential Optional Services tasks may include but not limited to:

- Additional investigations and design services
- Property valuation (AOS) and negotiation services related to Temporary Construction Easements
- Maximum Extent Feasible (MEF) documentation, if needed
- Construction Engineering Support
- Construction Management and Inspection Support
- Record Drawings Preparation

Budget for this task is not included and will be negotiated separately.

Exhibit B ***DBE Participation***

See attached DBE Inclusion Plan

David Evans and Associates, Inc. (DEA)

***DBE Inclusion Plan
for
City of Marysville***

Ingraham Boulevard / 84th Street NE Pavement Preservation Project

General Description of Work:

For the majority of the work in this task order, DEA and its subconsultants are contracted to prepare preliminary and final designs for roadway preservation for the Ingraham Blvd / 84th St NE project located in Marysville, WA.

1. SUBCONTRACTING

The work associated with this Task Order/Project is subject to a Disadvantage Business Enterprise (DBE) minimum goal of 19 percent (19%). DEA will make a good faith effort to achieve a participation of at least 19% by one or more certified DBE firms.

2. DIVERSE BUSINESS SUBCONTRACTORS

A list of diverse business contractors DEA included with this project are listed below.

Name of DBE Firm	DBE Certification	Specialty Services
HWA GeoSciences, Inc.	Yes/DBE	Pavement Analysis and Design
Concord Engineering	Yes/DBE	Traffic Control

For this project, HWA and Concord are expected to be contracted for approximately \$127,462, which will likely exceed the 19% goal.

At any point in the delivery of this contract, if additional services are needed, HWA and Concord, or other subconsultants may be asked to perform additional work, which could increase the percentage of participation.

3. DIVERSITY EXPERT

DEA will track and prepare monthly updates on diverse business utilization, progress to date, and projections. DEA will also evaluate change orders for potential diverse business participation.

4. PAST PERFORMANCE OR STRATEGIES

DEA has a track record of utilizing MSVWBE (including DBE) firms on a variety of projects in key roles. DEA's approach is to solicit partnering relationships primarily based upon technical capabilities rather than a subcontracting goal, and invest in those relationships in order to provide our clients with reliable and diverse expertise.

To facilitate the development of these relationships, DEA organized an internal Small Business Program in 1995 with the goal of providing maximum practicable opportunities for small businesses to participate on contracts with DEA. DEA's Small Business Program formalizes and documents the efforts DEA undertakes to include small businesses in our contracts. As part of this program, regional liaisons conduct outreach activities to connect DEA staff with qualified small businesses. These small businesses are brought onto project teams in focused roles and provided mentorship and guidance to help them succeed with the intent to continue that partnership onto future projects.

Since 1995, DEA has conducted regular small business fairs to provide opportunities for MSVWBE firms to interact with our project managers and provide information about their services, so we can move quickly when opportunities arise. The high numbers of MSVWBE firms we actively work with provide evidence of the program's success. For the past several years, DEA's Portland office has worked with more than 20 MSVWBE firms in Oregon and Washington each year and subcontracts more than \$1.3 million dollars on average to MSVWBE firms annually.

DEA also participates in the more traditional forms of outreach in our community, including Oregon Association of Minority Entrepreneurs committees and conferences, Minority Enterprise Development Week, and other local technical job fairs. Often, for specific projects, DEA will continue to hold focused DBE outreach events to nurture and develop relationships with MSVWBE firms that will hold meaningful roles on project assignments. For example, DEA held a networking event out of our Bellevue, WA, office in June 2015, specifically to solicit qualifications and establish relationships with DBE firms for an upcoming light rail project. This fair was attended by more than 50 firms from the Seattle area and would have added ten MSVWBE firms to be included to the project team in significant roles. This year our Portland office held a fair in May with the same goal of attracting MSVWBE firms with whom we can partner on upcoming projects.

5. PROMPT PAYMENT AND DISPUTE RESOLUTION

Prompt Payments:

All Subconsultant invoices are due by the 20th calendar day of the month for services completed through the end of the previous calendar month. Invoices are reviewed and approved by the DEA project manager and then processed monthly by Corporate Accounts Payable for billing submission with the DEA invoice. If the Subconsultant invoice is not approved, the Subconsultant will be notified and required to resubmit a corrected invoice along with any required documentation. Accounts Receivable processes weekly reports of project payments, and releases payments to the Subconsultants once a week.

Disputed Billings:

In the event of a disputed billing, only the disputed portion will be withheld from submission to Client. In the event any dispute arises between Subconsultant and DEA or Subconsultant and Client, Subconsultant will continue to perform its work regardless of the nature of the dispute. If Subconsultant makes a valid claim resulting from any act of, omission of, or change made by Client, or anything else for which Client may be liable pursuant to the Prime Agreement, DEA's duty to Subconsultant is limited to passing on the claim to Client. Unless

DEA and Subconsultant agree otherwise, Subconsultant will be bound by such determination and any adjustment in Subconsultant's contract price will be made only to the extent allowed by Client or a final court award against Client.

6. OTHER

Not applicable

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Standard: City of Marysville Datum Control, State Plan Coordinate System

Format: Basemap in CAD/Civil3D 2023

Transmission: FTP, Email, Sharepoint

B. Roadway Design Files

Standard: City of Marysville Datum Control, State Plan Coordinate System

Format: Basemap in CAD/Civil3D 2023

Transmission: FTP, Email, Sharepoint

C. Computer Aided Drafting Files

Standard: City of Marysville Datum Control, State Plan Coordinate System

Format: Basemap in CAD/Civil3D 2023

Transmission: FTP, Email, Sharepoint

Agreement Number: R2504-1

D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the right to review all deliverables referenced in the Scope of Work Exhibit A.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in Scope of Work Exhibit A.

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency furnished services and information outline in Scope of Work Exhibit A.

II. Any Other Electronic Files to Be Provided

- Excel Spreadsheets
- Word Documents
- PDF Files
- Microsoft Project Schedule

III. Methods to Electronically Exchange Data

- Email, FTP, Sharepoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip, Word, Excel, Project, CAD

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D

Agreement Number: R2504-1

Exhibit D
City of Marysville
Ingraham Blvd / 84th St NE Pavement Management Project

David Evans and Associates, Inc.

	Classification	Est. Hours	x	Rate	=	Dollars
1	Engineer III (ENG3)	191		\$56.00		\$10,696
2	Project Manager V (PJM5)	30		\$103.30		\$3,099
3	Engineer V (ENG5)	124		\$67.50		\$8,370
4	Engineer V (ENG5)	68		\$76.30		\$5,188
5	Business Dev Leader II (BUD2)	60		\$82.00		\$4,920
6	Scientist III (SCI3)	72		\$44.00		\$3,168
7	GIS Manager (GISM)	16		\$55.00		\$880
8	Engineer III (ENG3)	352		\$55.20		\$19,430
9	Designer IV (DES4)	500		\$61.50		\$30,750
10	Engineering Designer I (END1)	56		\$37.72		\$2,112
11	Project Manager II (PJM2)	14		\$63.56		\$890
12	Project Surveyor I (PSV1)	32		\$55.72		\$1,783
13	Party Chief IV (PCH4)	55		\$51.20		\$2,816
14	Project Coordinator III (PJC3)	17		\$41.10		\$699
15	Project Accountant V (PAC5)	12		\$52.00		\$624

Total Hrs. 1599

Total DSC **\$ 95,426**

Salary Escalation Cost (estimated)

Escalation - % of Labor Cost 0% per year @ 0 year(s) \$0

Total DSC **\$ 95,426**

Overhead (OH Rate x DCS) 177.26% x \$ 95,426 = **\$ 169,152**

Fixed Fee (FF Rate x (DSC + Overhead)) 10.5% x \$ 264,577 = **\$ 27,781**

Total Overhead & Fixed Fee Cost **\$ 196,932**

Direct Expenses	No.	Unit	Each	Cost
Reproduction Costs				
Full-Size Plans	2	sets @	\$200 /set	\$ 400.00
Half-Size Plans	2	sets @	\$50 /set	\$ 100.00
Specifications	2	sets @	\$75 /set	\$ 150.00
Mail/Deliveries/Fed Ex	0	@	\$35 /each	\$ -
Mileage	75	miles @	\$0.700 /mile	\$ 52.50

Direct Expenses Subtotal **\$ 703**

David Evans and Associates Total **\$ 293,061**

Subconsultants

	DBE	Hrs	\$ Total
HWA GeoSciences Inc.	11.9%	208	\$ 50,124
Concord Engineering	18.39%	490	\$ 77,338
Total	30.3%	698	
Subconsultant Total			\$ 127,462

Direct Expenses Sub-Total (including Subconsultants) **\$ 128,165**

Total Costs **\$ 420,523**

Management Reserve Fund (10%) **\$ 42,052**

Total Costs with Management Reserve Fund **\$ 462,576**

Exhibit D City of Marysville Ingraham Blvd / 84th St NE Pavement Management Project																			
David Evans and Associates, Inc.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15			
Work Element #	Work Element	Engineer III (ENG3)	Project Manager V (PJM5)	Engineer V (ENG5)	Engineer V (ENG5)	Business Dev Leader II (BUD2)	Scientist III (SCI3)	GIS Manager (GISM)	Engineer III (ENG3)	Designer IV (DES4)	Engineering Designer I (END1)	Project Manager II (PJM2)	Project Surveyor I (PSV1)	Party Chief IV (PCH4)	Project Coordinator III (PJC3)	Project Accountant V (PAC5)	DEA Total hrs	DEA Total \$	
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs			
2.0	Project Management and Coordination																		
2.1	Project Management	20													8	3	31	\$1,605	
2.2	Subconsultant Coordination	20															20	\$1,120	
2.3	Develop Project Schedule	16															16	\$896	
2.4	Monthly Invoices/Progress Reports	9													9	9	27	\$1,342	
2.5	Progress Meetings	16		16													32	\$1,976	
2.6	Quality Control/Quality Assurance Review		2														2	\$207	
2.7	Change Management	2															2	\$112	
	Work Element 2.0 Total	83	2	16	0	0	0	0	0	0	0	0	0	0	17	12	130	\$7,257	
3.0	Survey and Basemap Preparation																		
3.1	Base Mapping Using City Provided Data	40		24													64	\$3,860	
3.2	Data Collection	24		24													48	\$2,964	
3.3	Topographic Curb Ramp Survey (20 ramps)	8		8								14	32	55			117	\$6,477	
	Work Element 3.0 Total	72	0	56	0	0	0	0	0	0	0	14	32	55	0	0	229	\$13,301	
4.0	Environmental Documentation																		
4.1	Environmental Meetings	2				4											6	\$440	
4.2	NEPA/SEPA Compliance	2				40	60	8									110	\$6,472	
4.3	Permitting	2			8	16	12	8									46	\$3,002	
	Work Element 4.0 Total	6	0	0	8	60	72	16	0	0	0	0	0	0	0	0	162	\$9,914	
5.0	Utility Coordination	8		8													16	\$988	
	Work Element 5.0 Total	8	0	8	0	0	0	0	0	0	0	0	0	0	0	0	16	\$988	
6.0	Agency Coordination	16		16													32	\$1,976	
	Work Element 6.0 Total	16	0	16	0	0	0	0	0	0	0	0	0	0	0	0	32	\$1,976	
7.0	Pavement Report		4	2													6	\$548	
	Work Element 7.0 Total	0	4	2	0	0	0	0	0	0	0	0	0	0	0	0	6	\$548	
8.0	Stormwater Design Technical Information Report (TIR)																		
8.1	Storm Drainage Design and Report		4		60												64	\$4,991	
	Work Element 8.0 Total	0	4	0	60	0	0	0	0	0	0	0	0	0	0	0	64	\$4,991	
9.0	Design																		
9.1	Project Site Visits	6		6													12	\$741	
9.2	Plans, Specifications, and Estimate Preparation (30%, 60%, 90%)																		
9.2.1	30% Submittal		4	4					72	48	16						144	\$8,213	

David Evans and Associates, Inc.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
Work Element #	Work Element	Engineer III (ENG3)	Project Manager V (PJM5)	Engineer V (ENG5)	Engineer V (ENG5)	Business Dev Leader II (BUD2)	Scientist III (SCI3)	GIS Manager (GISM)	Engineer III (ENG3)	Designer IV (DES4)	Engineering Designer I (END1)	Project Manager II (PJM2)	Project Surveyor I (PSV1)	Party Chief IV (PCH4)	Project Coordinator III (PJC3)	Project Accountant V (PAC5)	DEA	DEA
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$
9.2.2	60% Submittal		4	4					128	216	16						368	\$21,636
9.2.3	90% Submittal		4	4					68	152	16						244	\$14,388
9.3	100% PS&E Documents		4	2					68	76	8						158	\$9,278
9.4	Assistance During Bid Period		4	2					8	8							22	\$1,482
	Work Element 9.0 Total	6	20	22	0	0	0	0	344	500	56	0	0	0	0	0	948	\$55,738
10.0	Community Outreach Support																	
10.1	Exhibits/Graphics Preparation			4					8								12	\$712
	Work Element 10.0 Total	0	0	4	0	0	0	0	8	0	0	0	0	0	0	0	12	\$712
11.0	Optional Service																	
	Additional investigations and design services																0	\$0
	Property valuation (AOS) and neogtiation services related to TCEs																0	\$0
	Maximum Extent Feasible (MEF) Documentation																0	\$0
	Construction Engineering Support																0	\$0
	Construction Management and Inspection Support																0	\$0
	Record Drawings Preparation																0	\$0
	Work Element 11.0 Total	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	\$0
	EXPENSES																	\$703
PROJECT WORK ELEMENTS TOTALS		191	30	124	68	60	72	16	352	500	56	14	32	55	17	12	1599	\$96,129

Exhibit E

Sub-consultant Cost Computations

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

See attached Exhibit E

Exhibit E
City of Marysville
Ingraham Blvd / 84th St NE Pavement Management Project

HWA GeoSciences Inc.

	Classification	Est. Hours	x	Rate	=	Dollars
1	Geotechnical Engineer VIII (Engr. VIII)	42		\$ 96.00		\$4,032
2	Geotechnical Engineer III (Engr. III)	48		\$ 50.00		\$2,400
3	Geologist III (Geol. III)	56		\$ 41.00		\$2,296
4	Geologist II (Geol. II)	50		\$ 34.00		\$1,700
5	CAD (CAD)	8		\$ 36.00		\$288
6	Contracts Administrator (Contracts)	4		\$ 53.00		\$212
7	Administrative Support (Admin)	0		\$ 38.00		\$0
		Total Hrs.	208			

Total DSC **\$ 10,928**

Salary Escalation Cost (estimated)

Escalation - % of Labor Cost 0% per year @ 0 year(s) \$0

Total DSC **\$ 10,928**

Overhead (OH Rate x DCS) 179.28% x \$ 10,928 = **\$ 19,592**

Fixed Fee (FF Rate x (DSC + Overhead)) 10.5% x \$ 30,520 = **\$ 3,205**

Total Overhead & Fixed Fee Cost **\$ 22,796**

Direct Expenses	No.	Unit	Each	Cost
Mileage @ IRS Rate	357	miles @	\$0.70 /mile	\$ 250
GPS for Core Locations	2	@	\$75 /day	\$ 150
Traffic Control Plans	20	@	\$150 /sheet	\$ 3,000
Pavement Coring	20	@	\$80 /core	\$ 1,600
Traffic Control for Testing & Coring	1	@	\$10,000	\$ 10,000
Laboratory Testing	1	@	\$1,400	\$ 1,400
Direct Expenses Subtotal				\$ 16,400

HWA GeoSciences Inc. Total **\$ 50,124**

Exhibit E City of Marysville Ingraham Blvd / 84th St NE Pavement Management Project HWA GeoSciences Inc.										
Work Element #	Work Element	1	2	3	4	5	6	7	HWA	HWA
		Geotechnical Engineer VIII (Engr. VIII)	Geotechnical Engineer III (Engr. III)	Geologist III (Geol. III)	Geologist II (Geol. II)	CAD (CAD)	Contracts Administrator (Contracts)	Administrative Support (Admin)	Total hrs	Total \$
2.0	Project Management and Coordination									
2.1	Project Management								0	\$0
2.2	Subconsultant Coordination								0	\$0
2.3	Develop Project Schedule								0	\$0
2.4	Monthly Invoices/Progress Reports								0	\$0
2.5	Progress Meetings								0	\$0
2.6	Quality Control/Quality Assurance Review								0	\$0
2.7	Change Management								0	\$0
	Work Element 2.0 Total	0	0	0	0	0	0	0	0	\$0
3.0	Survey and Basemap Preparation									
3.1	Base Mapping Using City Provided Data								0	\$0
3.2	Data Collection								0	\$0
3.3	Topographic Curb Ramp Survey (20 ramps)								0	\$0
	Work Element 3.0 Total	0	0	0	0	0	0	0	0	\$0
4.0	Environmental Documentation									
4.1	Environmental Meetings								0	\$0
4.2	NEPA/SEPA Compliance								0	\$0
4.3	Permitting								0	\$0
	Work Element 4.0 Total	0	0	0	0	0	0	0	0	\$0
5.0	Utility Coordination								0	\$0
	Work Element 5.0 Total	0	0	0	0	0	0	0	0	\$0
6.0	Agency Coordination								0	\$0
	Work Element 6.0 Total	0	0	0	0	0	0	0	0	\$0
7.0	Pavement Report	42	48	56	50	8	4	0	208	\$10,928
	Work Element 7.0 Total	42	48	56	50	8	4	0	208	\$10,928
8.0	Stormwater Design Technical Information Report (TIR)									
8.1	Storm Drainage Design and Report								0	\$0
	Work Element 8.0 Total	0	0	0	0	0	0	0	0	\$0
9.0	Design									
9.1	Project Site Visits								0	\$0
9.2	Plans, Specifications, and Estimate Preparation (30%, 60%, 90%)								0	\$0
9.2.1	30% Submittal								0	\$0
9.2.2	60% Submittal								0	\$0
9.2.3	90% Submittal								0	\$0
9.3	100% PS&E Documents								0	\$0
9.4	Assistance During Bid Period								0	\$0
	Work Element 9.0 Total	0	0	0	0	0	0	0	0	\$0
10.0	Community Outreach Support									
10.1	Exhibits/Graphics Preparation								0	\$0
	Work Element 10.0 Total	0	0	0	0	0	0	0	0	\$0
11.0	Optional Service									
	Work Element 11.0 Total	0	0	0	0	0	0	0	0	\$0
	EXPENSES									\$16,400
PROJECT WORK ELEMENTS TOTALS		42	48	56	50	8	4	0	208	\$27,328

Exhibit E
City of Marysville
Ingraham Blvd / 84th St NE Pavement Management Project

Concord Engineering

	Classification	Est. Hours	x	Rate	=	Dollars
1	Senior Engineer 7	8		\$ 102.00		\$816
2	Senior Engineer 6	129		\$ 100.00		\$12,900
3	Associate Engineer 5	152		\$ 68.00		\$10,336
4	Assistant Engineer 3	192		\$ 50.00		\$9,600
5	Project Coordinator 3	9		\$ 39.00		\$351
		Total Hrs.		490		

Total DSC **\$ 34,003**

Salary Escalation Cost (estimated)

Escalation - % of Labor Cost 0% per year @ 0 year(s) \$0

Total DSC **\$ 34,003**

Overhead (OH Rate x DCS)	105.30%	x	\$ 34,003	=	\$ 35,805
Fixed Fee (FF Rate x (DSC + Overhead))	10.5%	x	\$ 69,808	=	\$ 7,330
Total Overhead & Fixed Fee Cost					\$ 43,135

Direct Expenses	No.	Unit	Each	Cost
ODR	1	@	\$200	\$ 200.00
Direct Expenses Subtotal				\$ 200

Concord Engineering Total **\$ 77,338**

Exhibit E City of Marysville Ingraham Blvd / 84th St NE Pavement Management Project Concord Engineering								
		1	2	3	4	5		
Work Element #	Work Element	Senior Engineer 7	Senior Engineer 6	Associate Engineer 5	Assistant Engineer 3	Project Coordinator 3	CE	CE
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$
2.0	Project Management and Coordination							
2.1	Project Management						0	\$0
2.2	Subconsultant Coordination						0	\$0
2.3	Develop Project Schedule						0	\$0
2.4	Monthly Invoices/Progress Reports		9			9	18	\$1,251
2.5	Progress Meetings		16				16	\$1,600
2.6	Quality Control/Quality Assurance Review	8					8	\$816
2.7	Change Management		2				2	\$200
							0	\$0
	Work Element 2.0 Total	8	27	0	0	9	44	\$3,867
3.0	Survey and Basemap Preparation							
3.1	Base Mapping Using City Provided Data						0	\$0
3.2	Data Collection		4	4			8	\$672
3.3	Topographic Curb Ramp Survey (20 ramps)						0	\$0
	Work Element 3.0 Total	0	4	4	0	0	8	\$672
4.0	Environmental Documentation							
4.1	Environmental Meetings						0	\$0
4.2	NEPA/SEPA Compliance						0	\$0
4.3	Permitting						0	\$0
	Work Element 4.0 Total	0	0	0	0	0	0	\$0
5.0	Utility Coordination							
							0	\$0
	Work Element 5.0 Total	0	0	0	0	0	0	\$0
6.0	Agency Coordination							
			2				2	\$200
	Work Element 6.0 Total	0	2	0	0	0	2	\$200
7.0	Pavement Report							
							0	\$0
	Work Element 7.0 Total	0	0	0	0	0	0	\$0
8.0	Stormwater Design Technical Information Report (TIR)							
8.1	Storm Drainage Design and Report						0	\$0
	Work Element 8.0 Total	0	0	0	0	0	0	\$0
9.0	Design							
9.1	Project Site Visits		4				4	\$400
9.2	Plans, Specifications, and Estimate Preparation (30%, 60%, 90%)						0	\$0
9.2.1	30% Submittal						0	\$0
9.2.2	60% Submittal		40	64	84		188	\$12,552
9.2.3	90% Submittal		32	52	72		156	\$10,336
9.3	100% PS&E Documents		16	28	36		80	\$5,304
9.4	Assistance During Bid Period		4	4			8	\$672
	Work Element 9.0 Total	0	96	148	192	0	436	\$29,264
10.0	Community Outreach Support							
10.1	Exhibits/Graphics Preparation						0	\$0
	Work Element 10.0 Total	0	0	0	0	0	0	\$0
11.0	Optional Service							
	Work Element 11.0 Total	0	0	0	0	0	0	\$0
	EXPENSES							\$200
PROJECT WORK ELEMENTS TOTALS		8	129	152	192	9	490	\$34,203

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G Certification Documents

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

Agreement Number: R2504-1

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
David Evans and Associates, Inc.

whose address is

14432 SE Eastgate Way, Suite 400, Bellevue, WA, 98007

and that neither the above firm nor I have:

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

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

David Evans and Associates, Inc.

Consultant (Firm Name)

Signed by:

Manuel Feliberti

608272C6083342C...

Signature (Authorized Official of Consultant)

9/15/2025

Date

Agreement Number: R2504-1

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Mayor

☐ Other

of the City of Marysville, and David Evans and Associates, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

Agreement Number: R2504-1

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

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

David Evans and Associates, Inc.

Consultant (Firm Name)

Signed by:

Manuel Feliberti

608272C6083342C...

Signature (Authorized Official of Consultant)

9/15/2025

Date

Agreement Number: R2504-1

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

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

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

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

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

David Evans and Associates, Inc.

Consultant (Firm Name)

Signed by:

Manuel Feliberti

608272C6083342C...

Signature (Authorized Official of Consultant)

9/15/2025

Date

Agreement Number: R2504-1

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Ingraham Boulevard / 84th Street NE Pavem* are accurate, complete, and current as of **.

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

Firm: David Evans and Associates, Inc.

Signed by:

608272C6083342C...
Signature

Associate Vice President
Title

Date of Execution***:

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

Agreement Number: R2504-1

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number: R2504-1

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number: R2504-1

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number: R2504-1

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Pat Gruenhagen, Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Supplemental Agreement No. 3 with Otak, Inc., to provide a no-cost time extension for delivery of consultant services on the 156th Street NE, Smokey Point Boulevard to Hayho Creek Improvement Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 3 with Otak, Inc., to provide a no-cost time extension to December 31, 2025 – for delivery of consultant services on the 156th Street NE, Smokey Point Boulevard to Hayho Creek Improvement Project.

SUMMARY:

The 156th Street NE, Smokey Point Boulevard to Hayho Creek Improvement Project will widen 156th Street NE from from 3 lanes to 5 lanes, thereby eliminating an existing bottleneck.

The City executed an agreement with Otak, Inc. on January 13, 2021, establishing a framework for the firm to provide professional engineering services that included preliminary design and feasibility-level environmental review for the project. Supplemental Agreement No. 1 was then executed on June 26, 2023, amending the scope of services to include final design, formal SEPA environmental review, permitting, and right-of-way acquisition. That was then followed early this year, on March 11, 2025, by Supplemental Agreement No. 2 – a no-cost time extension.

Supplemental Agreement No. 3, included herein, also represents a no-cost time extension — revising the contract completion date from September 30, 2025, to December 31, 2025. It will allow the project team to carry forward momentum generated by the recent (September 8) receipt of a long-awaited environmental permit from the US Army Corps of Engineers, and to advance the project bid documents to an “AD-ready” state in the coming weeks.

ATTACHMENTS:

[33342_Supp_3_Partially_executed_Date_Ext_Sept_2025.pdf](#)



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>3</u>		Organization and Address	
Original Agreement Number		501 Delta Avenue Marysville, Wa. 98270	
		Phone:	
Project Number R2102	Execution Date 1/13/2021	Completion Date 12/31/2025	
Project Title 156th Street NE Widening, Smokey Point Blvd. to Hayho Creek	New Maximum Amount Payable \$497,520.00		
Description of Work Supplemental Agreement No. 3 provides for a no-cost time extension through 12/31/2025.			

The Local Agency of City of Marysville
desires to supplement the agreement entered in to with Otak, Inc.
and executed on 1/13/2021 and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: "Completion Date" is revised to 12/31/2025, as noted above.

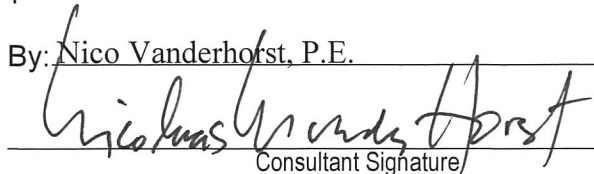
III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Nico Vanderhorst, P.E.

By: Jon Nehring


Consultant Signature

Approving Authority Signature

Date



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Jim Lawless, Police

ITEM TYPE: Action Item

AGENDA SECTION: **New Business**

SUBJECT: AXON Contract

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the agreement with Axon.

SUMMARY:

In 2021, the City entered into a contract for services that included Body Worn Cameras, TASERS, Evidence.com, VR scenario-based training, and all associated hardware and software for the five-year term of the contract. In anticipation of the upcoming budget preparation for the 2026-2027 bi-annual budget, and an expectation that there would be pricing increases, discussions took place in anticipation of negotiating a new agreement, as the current agreement is set to expire in 2026. As a result, it was decided to terminate the current agreement early (2025) and enter into a new agreement. The new includes all equipment detailed in the current agreement, as well as the addition of three drones (will replace current drones that are approaching end of lift), as well as livestream and FUSUS, systems that allow for real time viewing of BWC video by supervisors during critical incidents, as well as enhanced video analysis of all systems currently utilized by the police department.

As part of cancelling the current contract and entering into the new contract, AXON will cancel the 2025 payment and the first payment for the new contract will not be due until 2026. Funds are already allocated for the 2025/2026 payments; the funds for 2025 will be carried over into 2026 to cover the 2026 payment and the remainder will be spread evenly over the remaining four years of the agreement to help offset the price increase in those four years. The total amount of the new five-year agreement is \$2,096,409.32. As a result of these offsets with funds already budgeted, the actual budgetary ask over the five years is \$1,578,245.32. The total amount of the current five-year agreement was \$1,322,633.23, for an overall increase of requested funds of \$255,612.42 over the term of the full five-year contract.

This item was presented to the Public Safety Committee on September 16, 2025.

This agreement has been reviewed and approved as to form by the city attorney.

ATTACHMENTS:

[MPD-Axon Agreement Final.pdf](#)

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other

than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

17.1 For Breach. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 By Customer. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

17.3 Effect of Termination. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General.**

19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, customer, fiduciary, or employment relationship between the Parties.

19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon

may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:**Axon Enterprise, Inc.**

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
 - 8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
 - 8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing

and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

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- 14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.
15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.
17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 17.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 17.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.
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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Master Services and Purchasing Agreement

Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other customers using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies

Users go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full-Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • For the CEW Full-Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full-Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full-Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.

Disclosures - Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: - Public Defender Case Sharing - Disclosure Portal - Download Links
Training - Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. - Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of

delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
 - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix
 - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
- 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
- 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
- 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories. Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. Definitions.

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. Configuration. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.**4. Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. API Content. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

-
- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-670979-45909KH

Issued: 09/09/2025

Quote Expiration: 12/31/2025

Estimated Contract Start Date: 04/01/2026

Account Number: 106985

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Marysville Police Dept. - WA 501 DELTA AVE MARYSVILLE, WA 98270-4540 USA	Marysville Police Dept. - WA 501 DELTA AVE MARYSVILLE WA 98270-4540 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	Jim Lawless Phone: 3603638310 Email: jlawless@marysvillewa.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,930,946.01
ESTIMATED TOTAL W/ TAX	\$2,120,388.14

Discount Summary

Average Savings Per Year	\$232,890.45
TOTAL SAVINGS	\$1,164,452.26

Payment Summary

Date	Subtotal	Tax	Total
Mar 2026	\$289,039.59	\$28,121.68	\$317,161.27
Apr 2026	\$1.10	\$0.00	\$1.10
Mar 2027	\$410,476.33	\$40,330.19	\$450,806.52
Mar 2028	\$410,476.33	\$40,330.19	\$450,806.52
Mar 2029	\$410,476.33	\$40,330.19	\$450,806.52
Mar 2030	\$410,476.33	\$40,329.88	\$450,806.21
Total	\$1,930,946.01	\$189,442.13	\$2,120,388.14

Non-Binding Budgetary Estimate

Quote Unbundled Price:	\$2,876,670.53
Quote List Price:	\$2,229,534.53
Quote Subtotal:	\$1,930,946.01

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$13,358.58	\$13,358.58	\$1,255.71	\$14,614.29
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	\$51,784.83	\$51,784.83	\$4,867.77	\$56,652.60
M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	112	60	\$383.36	\$287.06	\$246.87	\$1,658,966.40	\$168,187.94	\$1,827,154.34
A00025	BUNDLE - AXON AIR BASIC PATROL	3	60			\$335.94	\$60,469.20	\$2,180.16	\$62,649.36
A la Carte Hardware									
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	4			\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101408	AXON FUSUS - CORE - CAD	1			\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	111			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	13			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	1			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
A00007	BUNDLE - AXON DFR PATROL	1	60		\$66,366.43	\$1,708.20	\$102,492.00	\$8,826.29	\$111,318.29
A la Carte Software									
100580	AXON AIR - DRONESENSE UAS (CLASS 2)	3	60		\$241.67	\$0.00	\$0.00	\$0.00	\$0.00
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	60		\$32.76	\$0.00	\$0.00	\$0.00	\$0.00
ProLicense	Pro License Bundle	15	60		\$48.82	\$48.75	\$43,875.00	\$4,124.26	\$47,999.26
A la Carte Services									
101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5			\$425.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	48		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	48		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$1,930,946.01	\$189,442.13	\$2,120,388.14

Non-Binding Budgetary Estimate

Firearms and Ammunition Excise Tax

SKU	Description	Taxable Amount	FAET Rate	FAET Amount
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	\$169,487.36	0.1	\$16,948.74
100399	AXON TASER 10 - CARTRIDGE - LIVE	\$34,608.00	0.11	\$3,806.88
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	\$4,539.84	0.1	\$453.98
20018	AXON TASER - BATTERY PACK - TACTICAL	\$8,204.00	0.1	\$820.40
100399	AXON TASER 10 - CARTRIDGE - LIVE	\$5,253.00	0.11	\$577.83
100399	AXON TASER 10 - CARTRIDGE - LIVE	\$5,253.00	0.11	\$577.83
100399	AXON TASER 10 - CARTRIDGE - LIVE	\$5,098.50	0.11	\$560.83
100399	AXON TASER 10 - CARTRIDGE - LIVE	\$5,253.00	0.11	\$577.83
20018	AXON TASER - BATTERY PACK - TACTICAL	\$219.75	0.1	\$21.98
100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	\$29,814.40	0.11	\$3,279.58
			Total	\$27,625.88

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	03/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	111	1	03/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	03/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	2	1	03/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	123	1	03/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	2	1	03/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	123	1	03/01/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	2	1	03/01/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	123	1	03/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	13	1	03/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	13	1	03/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	13	1	03/01/2026
BUNDLE - AXON AIR BASIC PATROL	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	3	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100126	AXON VR - TACTICAL BAG	5	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	112	2	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	2	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100396	AXON TASER 10 - MAGAZINE - INERT RED	4	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	2240	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	1120	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100591	AXON TASER - CLEANING KIT	2	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	112	1	03/01/2026

Non-Binding Budgetary Estimate

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	2	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	112	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100748	AXON VR - CONTROLLER - TASER 10	5	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100832	AXON VR - CONTROLLER - HANDGUN VR19H	5	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	5	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101294	AXON VR - TABLET	5	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101300	AXON VR - TABLET CASE	5	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	2	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	2	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	112	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	23	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	224	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	03/01/2026
BUNDLE - AXON DFR PATROL	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	1	1	04/01/2026
BUNDLE - AXON DFR PATROL	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	1	1	04/01/2026
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	4	1	04/01/2026
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	04/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	340	1	03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	900	1	03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	340	1	02/29/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	900	1	02/29/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100210	AXON VR - TAP REFRESH 1 - TABLET	5	1	08/29/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	5	1	08/29/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	5	1	08/29/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20373	AXON VR - TAP REFRESH 1 - HEADSET	5	1	08/29/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73309	AXON BODY - TAP REFRESH 1 - CAMERA	115	1	08/29/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	14	1	08/29/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	330	1	03/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	890	1	03/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	340	1	03/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	900	1	03/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73310	AXON BODY - TAP REFRESH 2 - CAMERA	115	1	03/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	14	1	03/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - AXON AIR BASIC PATROL	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	3	04/01/2026	03/31/2031
BUNDLE - AXON AIR BASIC PATROL	101967	AXON AIR - SKYDIO BASIC PATROL SW KIT	3	04/01/2026	03/31/2031
BUNDLE - AXON DFR PATROL	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	04/01/2026	03/31/2031
BUNDLE - AXON DFR PATROL	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	1	04/01/2026	03/31/2031
BUNDLE - AXON DFR PATROL	101199	AXON AIR - SKYDIO DFR COMMAND	1	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101180	AXON TASER - DATA SCIENCE PROGRAM	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101705	AXON FUSUS - LICENSE - PRO USER	112	04/01/2026	03/31/2031

Non-Binding Budgetary Estimate

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20248	AXON TASER - EVIDENCE.COM LICENSE	2	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20248	AXON TASER - EVIDENCE.COM LICENSE	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20370	AXON VR - USER ACCESS - FULL VR	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73618	AXON COMMUNITY REQUEST	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73638	AXON STANDARDS - LICENSE	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1120	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73739	AXON PERFORMANCE - LICENSE	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73746	AXON EVIDENCE - ECOM LICENSE - PRO	112	04/01/2026	03/31/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	45	04/01/2026	03/31/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	15	04/01/2026	03/31/2031
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	04/01/2026	03/31/2031
A la Carte	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	3	04/01/2026	03/31/2031

Services

Bundle	Item	Description	QTY
BUNDLE - AXON AIR BASIC PATROL	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
BUNDLE - AXON DFR PATROL	101246	AXON AIR - SKYDIO X10 IN-PERSON TRAINING	1
BUNDLE - AXON DFR PATROL	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	112
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101193	AXON TASER - ON DEMAND CERTIFICATION	112
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	112
A la Carte	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - AXON AIR BASIC PATROL	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3		
BUNDLE - AXON DFR PATROL	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1		
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100213	AXON VR - EXT WARRANTY - TABLET	5	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	112	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100704	AXON TASER 10 - EXT WARRANTY - BATTERY PACK T7/T10	3	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101007	AXON VR - EXT WARRANTY - CONTROLLER	5	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	112	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	23	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80464	AXON BODY - TAP WARRANTY - CAMERA	3	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80464	AXON BODY - TAP WARRANTY - CAMERA	112	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	14	03/01/2027	03/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	04/01/2027	03/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	04/01/2027	03/31/2031

Non-Binding Budgetary Estimate

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	501 DELTA AVE	MARYSVILLE	WA	98270-4540	USA
2	501 DELTA AVE	MARYSVILLE	WA	98270-4540	USA

Payment Details

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100552	TRANSFER CREDIT - GOODS	1	\$13,358.58	\$1,255.71	\$14,614.29
Transfer Value	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$51,784.83	\$4,867.77	\$56,652.60
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$0.00	\$0.00	\$0.00
Year 1	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	3	\$0.00	\$0.00	\$0.00
Year 1	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	4	\$0.00	\$0.00	\$0.00
Year 1	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 1	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 1	A00007	BUNDLE - AXON DFR PATROL	1	\$12,299.01	\$1,059.15	\$13,358.16
Year 1	A00025	BUNDLE - AXON AIR BASIC PATROL	3	\$7,256.20	\$261.62	\$7,517.82
Year 1	H00001	AB4 Camera Bundle	111	\$0.00	\$0.00	\$0.00
Year 1	H00001	AB4 Camera Bundle	1	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Year 1	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	112	\$199,075.97	\$20,182.52	\$219,258.49
Year 1	ProLicense	Pro License Bundle	15	\$5,265.00	\$494.91	\$5,759.91
Total				\$289,039.59	\$28,121.68	\$317,161.27

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	A00007	BUNDLE - AXON DFR PATROL	1	\$0.20	\$0.00	\$0.20
Invoice Upon Fulfillment	A00025	BUNDLE - AXON AIR BASIC PATROL	3	\$0.90	\$0.00	\$0.90
Invoice Upon Fulfillment	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	112	\$0.00	\$0.00	\$0.00
Total				\$1.10	\$0.00	\$1.10

Mar 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$0.00	\$0.00	\$0.00
Year 2	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	3	\$0.00	\$0.00	\$0.00
Year 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	4	\$0.00	\$0.00	\$0.00
Year 2	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 2	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	A00007	BUNDLE - AXON DFR PATROL	1	\$22,548.19	\$1,941.78	\$24,489.97
Year 2	A00025	BUNDLE - AXON AIR BASIC PATROL	3	\$13,303.03	\$479.64	\$13,782.67
Year 2	H00001	AB4 Camera Bundle	1	\$0.00	\$0.00	\$0.00

Non-Binding Budgetary Estimate

Mar 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	H00001	AB4 Camera Bundle	111	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Year 2	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	112	\$364,972.61	\$37,001.43	\$401,974.04
Year 2	ProLicense	Pro License Bundle	15	\$9,652.50	\$907.34	\$10,559.84
Total				\$410,476.33	\$40,330.19	\$450,806.52

Mar 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$0.00	\$0.00	\$0.00
Year 3	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	3	\$0.00	\$0.00	\$0.00
Year 3	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	4	\$0.00	\$0.00	\$0.00
Year 3	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 3	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 3	A00007	BUNDLE - AXON DFR PATROL	1	\$22,548.19	\$1,941.78	\$24,489.97
Year 3	A00025	BUNDLE - AXON AIR BASIC PATROL	3	\$13,303.03	\$479.64	\$13,782.67
Year 3	H00001	AB4 Camera Bundle	1	\$0.00	\$0.00	\$0.00
Year 3	H00001	AB4 Camera Bundle	111	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Year 3	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	112	\$364,972.61	\$37,001.43	\$401,974.04
Year 3	ProLicense	Pro License Bundle	15	\$9,652.50	\$907.34	\$10,559.84
Total				\$410,476.33	\$40,330.19	\$450,806.52

Mar 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$0.00	\$0.00	\$0.00
Year 4	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	3	\$0.00	\$0.00	\$0.00
Year 4	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	4	\$0.00	\$0.00	\$0.00
Year 4	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 4	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 4	A00007	BUNDLE - AXON DFR PATROL	1	\$22,548.19	\$1,941.78	\$24,489.97
Year 4	A00025	BUNDLE - AXON AIR BASIC PATROL	3	\$13,303.03	\$479.64	\$13,782.67
Year 4	H00001	AB4 Camera Bundle	1	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	111	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Year 4	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	112	\$364,972.61	\$37,001.43	\$401,974.04
Year 4	ProLicense	Pro License Bundle	15	\$9,652.50	\$907.34	\$10,559.84
Total				\$410,476.33	\$40,330.19	\$450,806.52

Mar 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$0.00	\$0.00	\$0.00
Year 5	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	3	\$0.00	\$0.00	\$0.00
Year 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	4	\$0.00	\$0.00	\$0.00
Year 5	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 5	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	\$0.00	\$0.00	\$0.00

Non-Binding Budgetary Estimate

Mar 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5	A00007	BUNDLE - AXON DFR PATROL	1	\$22,548.19	\$1,941.80	\$24,489.99
Year 5	A00025	BUNDLE - AXON AIR BASIC PATROL	3	\$13,303.03	\$479.62	\$13,782.65
Year 5	H00001	AB4 Camera Bundle	111	\$0.00	\$0.00	\$0.00
Year 5	H00001	AB4 Camera Bundle	1	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Year 5	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	112	\$364,972.61	\$37,001.13	\$401,973.74
Year 5	ProLicense	Pro License Bundle	15	\$9,652.50	\$907.33	\$10,559.83
Total				\$410,476.33	\$40,329.88	\$450,806.21

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-345076, Q-356897, Q-406031, Q-419532, Q-564482

Agency is terminating those contracts effective 4/1/2026 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$65,143.41

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-406031 - INUS328443 - 3/1/2025 - \$122.65

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.





Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-670979-45919KH

Issued: 09/19/2025

Quote Expiration: 12/31/2025

Estimated Contract Start Date: 04/01/2026

Account Number: 106985

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Marysville Police Dept. - WA 501 DELTA AVE MARYSVILLE, WA 98270-4540 USA	Marysville Police Dept. - WA 501 DELTA AVE MARYSVILLE WA 98270-4540 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	Jim Lawless Phone: 3603638310 Email: jlawless@marysvillewa.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,931,013.21
ESTIMATED TOTAL W/ TAX	\$2,096,409.32

Discount Summary

Average Savings Per Year	\$241,194.88
TOTAL SAVINGS	\$1,205,974.41

Payment Summary

Date	Subtotal	Tax	Total
Mar 2026	\$289,047.77	\$25,236.20	\$314,283.97
Mar 2027	\$410,491.36	\$35,039.97	\$445,531.33
Mar 2028	\$410,491.36	\$35,039.97	\$445,531.33
Mar 2029	\$410,491.36	\$35,039.97	\$445,531.33
Mar 2030	\$410,491.36	\$35,040.00	\$445,531.36
Total	\$1,931,013.21	\$165,396.11	\$2,096,409.32

Quote Unbundled Price:	\$2,918,430.53
Quote List Price:	\$2,259,534.53
Quote Subtotal:	\$1,931,013.21

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER BALANCE - GOODS	1			\$1.00	\$13,358.58	\$13,358.58	\$1,255.71	\$14,614.29
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	\$51,784.83	\$51,784.83	\$4,867.77	\$56,652.60
M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	112	60	\$385.11	\$287.06	\$246.88	\$1,659,033.60	\$140,638.06	\$1,799,671.66
A00025	BUNDLE - AXON AIR BASIC PATROL	3	60			\$335.94	\$60,469.20	\$5,684.03	\$66,153.23
A la Carte Hardware									
101408	AXON FUSUS - CORE - CAD	1			\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	4			\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	111			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	13			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	1			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
A00007	BUNDLE - AXON DFR PATROL	1	60		\$66,366.43	\$1,708.20	\$102,492.00	\$8,826.29	\$111,318.29
A la Carte Software									
100580	AXON AIR - DRONESENSE UAS (CLASS 2)	3	60		\$241.67	\$0.00	\$0.00	\$0.00	\$0.00
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	60		\$32.76	\$0.00	\$0.00	\$0.00	\$0.00
ProLicense	Pro License Bundle	15	60		\$48.82	\$48.75	\$43,875.00	\$4,124.25	\$47,999.25
A la Carte Services									
101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5			\$425.00	\$0.00	\$0.00	\$0.00	\$0.00
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1			\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	48		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	48		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$1,931,013.21	\$165,396.11	\$2,096,409.32

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	111	1	03/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	03/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	03/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	123	1	03/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	2	1	03/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	2	1	03/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	123	1	03/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	2	1	03/01/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	123	1	03/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	13	1	03/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	13	1	03/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	13	1	03/01/2026
BUNDLE - AXON AIR BASIC PATROL	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	3	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100126	AXON VR - TACTICAL BAG	5	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	2	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	112	2	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100396	AXON TASER 10 - MAGAZINE - INERT RED	4	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	2240	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	1120	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100591	AXON TASER - CLEANING KIT	2	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	112	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	2	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	112	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100748	AXON VR - CONTROLLER - TASER 10	5	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100832	AXON VR - CONTROLLER - HANDGUN VR19H	5	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	5	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101294	AXON VR - TABLET	5	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101300	AXON VR - TABLET CASE	5	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	2	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	2	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101751	AXON VR - HEADSET - HTC FOCUS VISION	5	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	23	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	112	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	224	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	03/01/2026
BUNDLE - AXON DFR PATROL	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	1	1	04/01/2026
BUNDLE - AXON DFR PATROL	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	1	1	04/01/2026
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	4	1	04/01/2026
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	04/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	340	1	03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	900	1	03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	340	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	900	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100210	AXON VR - TAP REFRESH 1 - TABLET	5	1	09/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	5	1	09/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	5	1	09/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20373	AXON VR - TAP REFRESH 1 - HEADSET	5	1	09/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73309	AXON BODY - TAP REFRESH 1 - CAMERA	115	1	09/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	14	1	09/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	330	1	03/01/2029

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	890	1	03/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	340	1	03/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	900	1	03/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73310	AXON BODY - TAP REFRESH 2 - CAMERA	115	1	03/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	14	1	03/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - AXON AIR BASIC PATROL	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	3	04/01/2026	03/31/2031
BUNDLE - AXON AIR BASIC PATROL	101967	AXON AIR - SKYDIO BASIC PATROL SW KIT	3	04/01/2026	03/31/2031
BUNDLE - AXON DFR PATROL	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	04/01/2026	03/31/2031
BUNDLE - AXON DFR PATROL	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	1	04/01/2026	03/31/2031
BUNDLE - AXON DFR PATROL	101199	AXON AIR - SKYDIO DFR COMMAND	1	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101180	AXON TASER - DATA SCIENCE PROGRAM	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101705	AXON FUSUS - LICENSE - PRO USER	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20248	AXON TASER - EVIDENCE.COM LICENSE	2	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20248	AXON TASER - EVIDENCE.COM LICENSE	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20370	AXON VR - USER ACCESS - FULL VR	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73618	AXON COMMUNITY REQUEST	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73638	AXON STANDARDS - LICENSE	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1120	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73739	AXON PERFORMANCE - LICENSE	112	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73746	AXON EVIDENCE - ECOM LICENSE - PRO	112	04/01/2026	03/31/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	45	04/01/2026	03/31/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	15	04/01/2026	03/31/2031
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	04/01/2026	03/31/2031
A la Carte	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	3	04/01/2026	03/31/2031

Services

Bundle	Item	Description	QTY
BUNDLE - AXON AIR BASIC PATROL	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
BUNDLE - AXON DFR PATROL	101246	AXON AIR - SKYDIO X10 IN-PERSON TRAINING	1
BUNDLE - AXON DFR PATROL	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	112
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101193	AXON TASER - ON DEMAND CERTIFICATION	112
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	112
A la Carte	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5
A la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - AXON AIR BASIC PATROL	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3		

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - AXON DFR PATROL	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1		
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100197	AXON VR - EXT WARRANTY - HEADSET	5	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100213	AXON VR - EXT WARRANTY - TABLET	5	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	112	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101007	AXON VR - EXT WARRANTY - CONTROLLER	5	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	112	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	23	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80464	AXON BODY - TAP WARRANTY - CAMERA	3	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80464	AXON BODY - TAP WARRANTY - CAMERA	112	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	14	03/01/2027	03/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	04/01/2027	03/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	04/01/2027	03/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	501 DELTA AVE	MARYSVILLE	WA	98270-4540	USA
2	501 DELTA AVE	MARYSVILLE	WA	98270-4540	USA

Payment Details

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	\$13,358.58	\$1,255.71	\$14,614.29
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	\$51,784.83	\$4,867.77	\$56,652.60
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$0.00	\$0.00	\$0.00
Year 1	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	3	\$0.00	\$0.00	\$0.00
Year 1	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	4	\$0.00	\$0.00	\$0.00
Year 1	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 1	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1	A00007	BUNDLE - AXON DFR PATROL	1	\$12,299.03	\$1,059.15	\$13,358.18
Year 1	A00025	BUNDLE - AXON AIR BASIC PATROL	3	\$7,256.31	\$682.08	\$7,938.39
Year 1	H00001	AB4 Camera Bundle	1	\$0.00	\$0.00	\$0.00
Year 1	H00001	AB4 Camera Bundle	111	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Year 1	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	112	\$199,084.02	\$16,876.58	\$215,960.60
Year 1	ProLicense	Pro License Bundle	15	\$5,265.00	\$494.91	\$5,759.91
Total				\$289,047.77	\$25,236.20	\$314,283.97

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	112	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Mar 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$0.00	\$0.00	\$0.00
Year 2	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	3	\$0.00	\$0.00	\$0.00
Year 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	4	\$0.00	\$0.00	\$0.00
Year 2	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 2	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	A00007	BUNDLE - AXON DFR PATROL	1	\$22,548.23	\$1,941.78	\$24,490.01
Year 2	A00025	BUNDLE - AXON AIR BASIC PATROL	3	\$13,303.23	\$1,250.49	\$14,553.72
Year 2	H00001	AB4 Camera Bundle	1	\$0.00	\$0.00	\$0.00
Year 2	H00001	AB4 Camera Bundle	111	\$0.00	\$0.00	\$0.00

Mar 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Year 2	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	112	\$364,987.40	\$30,940.36	\$395,927.76
Year 2	ProLicense	Pro License Bundle	15	\$9,652.50	\$907.34	\$10,559.84
Total				\$410,491.36	\$35,039.97	\$445,531.33

Mar 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$0.00	\$0.00	\$0.00
Year 3	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	3	\$0.00	\$0.00	\$0.00
Year 3	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	4	\$0.00	\$0.00	\$0.00
Year 3	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 3	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	A00007	BUNDLE - AXON DFR PATROL	1	\$22,548.23	\$1,941.78	\$24,490.01
Year 3	A00025	BUNDLE - AXON AIR BASIC PATROL	3	\$13,303.23	\$1,250.49	\$14,553.72
Year 3	H00001	AB4 Camera Bundle	1	\$0.00	\$0.00	\$0.00
Year 3	H00001	AB4 Camera Bundle	111	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Year 3	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	112	\$364,987.40	\$30,940.36	\$395,927.76
Year 3	ProLicense	Pro License Bundle	15	\$9,652.50	\$907.34	\$10,559.84
Total				\$410,491.36	\$35,039.97	\$445,531.33

Mar 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$0.00	\$0.00	\$0.00
Year 4	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	3	\$0.00	\$0.00	\$0.00
Year 4	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	4	\$0.00	\$0.00	\$0.00
Year 4	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 4	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	A00007	BUNDLE - AXON DFR PATROL	1	\$22,548.23	\$1,941.78	\$24,490.01
Year 4	A00025	BUNDLE - AXON AIR BASIC PATROL	3	\$13,303.23	\$1,250.49	\$14,553.72
Year 4	H00001	AB4 Camera Bundle	111	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	1	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Year 4	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	112	\$364,987.40	\$30,940.36	\$395,927.76
Year 4	ProLicense	Pro License Bundle	15	\$9,652.50	\$907.34	\$10,559.84
Total				\$410,491.36	\$35,039.97	\$445,531.33

Mar 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$0.00	\$0.00	\$0.00
Year 5	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	3	\$0.00	\$0.00	\$0.00
Year 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	4	\$0.00	\$0.00	\$0.00
Year 5	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 5	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	5	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00

Mar 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	A00007	BUNDLE - AXON DFR PATROL	1	\$22,548.23	\$1,941.80	\$24,490.03
Year 5	A00025	BUNDLE - AXON AIR BASIC PATROL	3	\$13,303.23	\$1,250.48	\$14,553.71
Year 5	H00001	AB4 Camera Bundle	1	\$0.00	\$0.00	\$0.00
Year 5	H00001	AB4 Camera Bundle	111	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Year 5	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	112	\$364,987.40	\$30,940.40	\$395,927.80
Year 5	ProLicense	Pro License Bundle	15	\$9,652.50	\$907.32	\$10,559.82
Total				\$410,491.36	\$35,040.00	\$445,531.36

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-345076, Q-356897, Q-406031, Q-419532, Q-564482

Agency is terminating those contracts effective 4/1/2026 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$65,143.41

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-406031 - INUS328443 - 3/1/2025 - \$122.65

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

9/19/2025





Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Suzanne Elsner, Court

ITEM TYPE: Interlocal Agreement

AGENDA SECTION: **New Business**

SUBJECT: Interagency Agreement AOC2684 Between the Washington State Administrative Office of the Court and Marysville Municipal Court for Reimbursement of Pre-Trial Service-related costs

SUGGESTED ACTION: Recommended Motion: I move to ratify the Mayor's execution of the Interagency Agreement between the Washington State Administrative Office of the Courts and the Marysville Municipal Court for reimbursement of funds for pre-trial services.

SUMMARY: The court was again chosen to receive funds from AOC to help cover costs related to pre-trial service needs.

ATTACHMENTS:
[Pre-Trial services 25 26.pdf](#)



INTERAGENCY AGREEMENT

AOC2684

BETWEEN

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

AND

MARYSVILLE MUNICIPAL COURT

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC or Procuring Agency," and Marysville Municipal Court, referred to as "Court or Agency".

2. PURPOSE

The purpose of this Agreement is to provide reimbursements that assist the Court with costs related to increasing capacity related to pretrial fundamentals to include conference attendance (NAPSA) including associated costs with providing GPS and electronic monitoring services.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

- a. Ensure funds are used to help create pretrial release and pretrial support strategies for the Court.
- b. Use funds in support of training and travel to include NAPSA conference and GPS/SCRAM (or similar) monitoring service.
- c. Participate in virtual technical assistance calls from August 2025-June 2026 to support best practice implementation strategies related to pretrial fundamentals (training) and client supportive services to include GPS and SCRAM (or similar services).
- d. Reallocate unspent funds for training related to pretrial fundamentals and organization development. If there are any remaining funds after this action has

taken place, these funds will be reallocated through Revenue Sharing process detailed in section 7 of this agreement.

- e. Track and provide monthly data outcomes as agreed upon with the training and technical assistance team.
- f. Provide reports no later than the due date on the tenth day (10th) of each month. These should be submitted alongside the A19 to the AOC Staff Program Manager via email.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 07/15/2025, and end on 06/30/2026, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

AOC will reimburse the Court a total compensation not to exceed twelve thousand dollars (**\$12,000.00**) for payments made during the period from 07/15/2025, through 06/30/2026, related to the purpose of this agreement.

Procuring Agency may extend the term of this Agreement or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Agreement.

6. INVOICES; BILLING; PAYMENT

The Court will submit properly prepared itemized invoices via email on an A19 form to AOC Program Manager. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19s shall be returned by AOC to the Agency for correction or reissuance. All A19s shall provide and itemize, at a minimum, the following:

- Agreement Number: AOC2684
- Agency name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Agreement.

7. REVENUE SHARING

- a. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court **via unilateral amendment to the agreement** no later than May 1, 2026 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all funds available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more funds than available under the Agreement and for its scope, then AOC may increase the Agreement amount.
- b. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A19 via email to AOC PM between July 12, 2026 and August 1, 2026.

8. AGREEMENT MANAGEMENT

The Program Manager and Agency Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Agreement. The parties may change administrators by written notice.

AOC Program Manager	Agency Program Manager
Yvonne Jones PO Box 41170 Olympia, WA 98504-1170 Yvonne.Jones@courts.wa.gov (360) 704-5564	Suzanne Elsner 501 Delta Ave. Marysville, WA 98270 selsner@marysvillewa.gov (360) 363-8054

9. RECORDS RETENTION & PUBLIC RECORDS

- a. Records Retention. Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel mutually agreed upon by both parties, and other officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- b. Public Information. This Agreement and all related records may be subject to public disclosure as required by Washington's Public Records Act, RCW 42.56, and court rule GR 31.1. No party shall release any record that would, in the

judgment of the party, be subject to an exemption from disclosure under the Public Records Act or GR 31.1, without first providing notice to the other party within ten (10) business days of the receipt of the request. The Parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

10. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

11. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

12. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

13. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.

- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this 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.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents

of that party and shall not be considered for any purpose to be employees or agents of the other party.

- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Agency shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.
- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding

insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Agency through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Agency. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Agency a minimum of seven (7) calendar days before the suspension date. Agency shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**WASHINGTON STATE ADMINISTRATIVE
OFFICE OF THE COURTS**

Marysville Municipal Court

Kerra Lynch 8/11/2025
Signature *Date*

Joe Nehring 8/11/2025
Signature *Date*

Kerra Lynch
Name

Joe Nehring
Name

Associate Director, MSD Division
Title

Mayor
Title



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Suzanne Elsner, Court

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Interagency Agreement between Washington State Administrative Office of the Court, AOC2780, and Marysville Municipal Court for Language Access and Interpreter Reimbursement Program.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Agreement between the Administrative Office of the Courts and Marysville Municipal Court for Language Access and Interpreter Reimbursement.

SUMMARY: This agreement will reimburse up to 50% of the cost for the use of a certified interpreter for court proceedings and up to 100% of the costs for goods/services.

ATTACHMENTS:
[LAIRP 20 26.pdf](#)



**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AOC2780
AND
MARYSVILLE MUNICIPAL COURT
FOR
LANGUAGE ACCESS AND INTERPRETER REIMBURSEMENT PROGRAM (LAIRP)**

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC or Procuring Agency," and Marysville Municipal Court, referred to as "Court or Agency". The AOC and the Agency may be referred to individually as a "Party" and collectively as the "Parties".

2. DEFINITIONS

For purposes of this agreement, the following definitions shall apply:

- a. "Credentialed Interpreter" means an interpreter who is Credentialed by the Administrative Office of the Courts, as defined in RCW 2.43.020 (1) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et. seq.* The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/ The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at: <https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>
- b. "Qualified Interpreter" means a non-credentialed interpreter who is qualified on the record by a judicial officer.
- c. "Legal proceeding" means any proceeding in any court, and in any type of hearing before a judicial officer, an administrative law judge, or before an administrative board, commission, agency, or licensing body of the state or any political subdivision, as defined in RCW 2.43.020 (4).
- d. "Qualifying Event" means a proceeding or event for which an interpreter is

appointed by an appointing officer pursuant to RCW 2.42 and/or RCW 2.43.

3. PURPOSE

The purpose of this Agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, hard of hearing, and deaf/blind (D/HH/DB) individuals in accordance with RCW Chapters 2.42 and 2.43.

a. These funds are intended to address each court's following needs:

- i. Financial Need – i.e., the gap between the court's available financial resources and the costs to meet its need for credentialed, and qualified interpreters, and the implementation of the Court's language access plan; and
- ii. Need for Court Interpreters – i.e., the public's right to access the court, and the court's responsibility to provide court credentialed, and qualified interpreters as required by RCW Chapters 2.42 and 2.43.

Need for Language Access in General – i.e., translations, customer service, technology enabling remote interpreting, and other things that are necessary for courts to provide fair and equitable access for LEP and D/HH/DB individuals.

THEREFORE, IT IS MUTUALLY AGREED THAT:

4. STATEMENT OF WORK

The Court shall:

- a. Ensure that the interpreter funding is used only for language access purposes and for reimbursement of costs paid to credentialed and qualified interpreters for Qualifying Events pursuant to **Appendix A**, which is incorporated in this agreement.
- b. Track and provide interpreter cost and usage data through the web application provided by the AOC Language Access and Interpreter Reimbursement Program, reflecting information about the Court's interpreter and language access costs and services.
- c. Provide the AOC Project Manager with a list of all users who require access to submit data to the Language Access and Interpreter Reimbursement Program web application.
- d. Work with the AOC Language Access Team, the Interpreter and Language Access Commission, and neighboring courts to identify and implement best and promising practices for providing language access and interpreter services.
- e. Encourage its staff overseeing interpreter services at the court to attend trainings (in person and/or online) provided by the AOC Interpreter and Language Access Commission and Language Access Team.
- f. Elect to pay for interpreter services, if necessary, that are not in accordance with the provisions of **Appendix A** as set forth; while such payments will not be reimbursed, Court still commits to entering data into the application for these interpreter services, irrespective of their eligibility for reimbursement.

- g. Have a Language Access Plan (LAP) in place to participate in this program.
 - i. The Court must submit the most recent version of their LAP to the AOC Project Manager by **December 1, 2025**, at LAP@courts.wa.gov.
 - ii. The Court agrees to work with the AOC LAP Coordinator to update and revise the LAP for final approval by the AOC.
 - iii. The Court certifies that they will exercise reasonable due diligence in maintaining and updating their LAP as require by law.

5. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on **July 1, 2025**, and end on **June 30, 2026**, unless terminated sooner or extended, as provided herein.

6. COMPENSATION

AOC will reimburse the Court a total compensation not to exceed **\$13,651** for payments made during the period from **July 1, 2025**, through **June 30, 2026**, related to the purpose of this agreement.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

7. INVOICES; BILLING; PAYMENT

The Court will submit properly prepared itemized invoices quarterly through the web application on an A19 form to AOC Program Manager. The Data shall be submitted electronically to the AOC as described in Subsection 4.b., above, and in conjunction with the quarterly invoice. The Court shall maintain sufficient backup documentation of expenses under this Agreement observing the following:

- a. The Court shall receive payment for its costs for interpreter and language access services as set forth in **Appendix A**, and incorporated herein.
- b. The Court shall not be reimbursed for interpreter services costs for Qualifying Events or other goods and services set forth in **Appendix A** until properly-completed A19 invoices, corresponding data (*See subsection 4.b.*), and the AOC approved LAP (*See subsection 4.g.*), are received and approved by AOC, pursuant to the following schedule:
 - i. Reflecting Qualifying and non-qualifying Events, and any goods or services purchased, occurring between July 1, 2025 and September 30, 2025, must be received by the AOC no later than December 31, 2025.
 - ii. Reflecting Qualifying and non-qualifying Events, and any goods or services, purchased occurring between October 1, 2025 and December 31, 2025, must be received by the AOC no later than February 27, 2026.

- iii. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between January 1, 2026 and March 31, 2026, must be received by the AOC no later than April 30, 2026.
- iv. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between April 1, 2026 and June 30, 2026, must be received by the AOC no later than July 15, 2026.
- c. The Court shall submit documents related to reimbursement claims upon request by the AOC, including but not limited to translated materials or invoices for goods and services.
- d. The Court shall make reasonable efforts to submit invoices by the due date. Any supplemental invoices submitted after the due date must be reported to the AOC for approval which may be processed at the discretion of the AOC Project Manager.
- e. Payment to Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days after each quarterly deadline, provided that the invoice and data report are complete and accurate.
Incorrect or incomplete A19s shall be returned by AOC to the Agency for correction and resubmission.
- f. Payment will be considered timely if made by the AOC within thirty (30) calendar dates after each quarterly deadline. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.
The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

8. REVENUE SHARING

- a. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2026 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all funds available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more funds than available under the Agreement and for its scope, then AOC may increase the Agreement amount.
- b. If the AOC initiates revenue sharing, the Court will receive a unilateral amendment to the agreement, replacing the revenue sharing letter sent in previous years, which will include the Court's revised budget. The Revenue Sharing Amendment is deemed final and the Court shall not receive any payment exceeding the revised contract limit.

9. AGREEMENT MANAGEMENT

The Program Manager and Agency Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings

regarding the performance of this Contract. The parties may change administrators by written notice.

AOC Program Manager	Agency Program Manager
Tae Yoon PO Box 41170 Olympia, WA 98504-1170 Interpreterreimbursement@courts.wa.gov (360) 705-5281	Suzanne Elsner Court Administrator 501 Delta Ave Marysville, WA 98270 selsner@marysvillewa.gov (360) 363-8050

10.RECORDS, DOCUMENTS, AND REPORTS

- a. Records Retention. The Agency shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The agency will retain all books, records, documents, and other material relevant to this contract as required, a minimum of six (6) years after end of period of performance (including all amendments to extend) or termination of the agreement or as otherwise specified and make them available for inspection by persons authorized under this provision. If any litigation, claim, or audit is commenced prior to the expiration of the required retention period, such period shall extend until all such litigation, claims, or audits have been resolved.
- b. Public Records. It is the policy of the Administrative Office of the Courts to facilitate access to its administrative public records. This Agreement and related records are subject to disclosure under [General Court Rule 31.1](#). For additional information, please contact the AOC [Public Records Officer](#).

11.RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

12. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

13. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

14. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto. In revenue sharing procedures AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this 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.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.

- n. Right of Inspection. The Agency shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.
- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Agency through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Agency. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Agency a minimum of seven (7) calendar days before the suspension date. Agency shall resume performance on the first business day following the suspension period unless

another day is specified in writing by AOC prior to the expiration of the suspension period.

- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**WASHINGTON STATE ADMINISTRATIVE
OFFICE OF THE COURTS**

**Marysville Municipal Court
LAIRP**

_____ <i>Signature</i>	_____ <i>Date</i>
Dawn Marie Rubio _____ <i>Name</i>	
State Court Administrator & Director _____ <i>Title</i>	

_____ <i>Signature</i>	_____ <i>Date</i>
Suzanne Elsner _____ <i>Name</i>	
_____ <i>Title</i>	

APPENDIX A

WASHINGTON STATE LANGUAGE ACCESS AND INTERPRETER REIMBURSEMENT PROGRAM FUNDING

FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Language Access and Reimbursement Program funding conditions and payment structure shall be as follows:

1. GENERAL FUNDING CONDITIONS

The Washington State Administrative Office of the Courts (AOC), will reimburse courts under this Agreement for the cost of spoken language interpretation and sign language interpretation and other goods and services that improve language access in the courts for Limited English Proficient (LEP), deaf, and hard of hearing persons. This includes interpreters credentialed by AOC (certified or registered), or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions listed under Section 2 “Qualifying Interpreter Events.”

It also includes goods and services that improve language access, listed under Section 3 “Language Access Goods and Services”.

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

2. QUALIFYING INTERPRETING EVENTS

A. Spoken Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of WA state AOC-credentialed or otherwise court-qualified interpreters pursuant to RCW 2.43 that meet one of the following conditions:

- a) If there is at least one WA state AOC credentialed interpreter in the language being used, then reimbursement will only be provided for using an AOC credentialed interpreter who is credentialed in that language.
- b) Compensation for interpreters for languages for which neither a certified interpreter nor registered interpreter is offered will be reimbursed where the interpreter has been qualified on the record pursuant to RCW 2.43.
- c) Courts will not be reimbursed for events using non-AOC credentialed interpreters if there is one or more WA state AOC credentialed interpreter listed for the language being used.

B. Sign Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI) pursuant to RCW 2.42 when the interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHH) as a court-certified interpreter.

The Office of Deaf and Hard of Hearing (ODHH) at the Department of Social and Health Services (DSHS) maintains a list of Certified Court Sign Language Interpreters. This list includes American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI). To qualify for reimbursement, and event using an ASL and/or CDI interpreter from this list must be used.

Certified interpreters are listed under three categories:

- Specialist Certificate: Legal – SC: L
- RID Certification with SC: L written test
- Intermediary Interpreters (Deaf Interpreter)

The most up to date list can be found here:
<https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>

C. Staff Interpreters (Salaried Staff)

Reimbursement will be provided for salaried staff meeting the Qualifying Event conditions for 50% of the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

D. Telephonic and Video Remote Interpreting and Services for Legal Proceedings

AOC will reimburse 50% of the costs for using certified, registered, or otherwise qualified interpreters operating by telephone or video for court proceedings. The services must meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

3. LANGUAGE ACCESS GOODS AND SERVICES

Courts can request reimbursement for 100% of the costs for goods and services that will help increase language access in the Court.

Courts shall submit documents related to reimbursement claims under goods and services, including original and translated materials for translation services, and applicable invoices for other goods and services, upon request by the AOC.

The items listed below are common goods and services that courts have used to increase language access and will be improved for reimbursement.

- Translation services
- Telephonic interpreter services for events outside of court proceedings
- Portable video device(s) for video remote interpreting
- Equipment used for simultaneous interpretation
- Staff training on language access, interpreting, or bilingual skills improvement
- Interpreter scheduling software fees
- Printed signage for language assistance purposes

Items or services not listed above must be pre-approved (via email) by Language Access and Interpreter Reimbursement Program Coordinator prior to purchase or they may not qualify for reimbursement under the Program.

4. SCOPE OF REIMBURSEMENT FUNDING

Reimbursement payment under this Agreement will only be made to the Court when the cost is paid out of the budget or budgets, in the case of multi-court collaborative applicants of the Court responsible for full payment.

5. PAYMENT STRUCTURE

A. Reimbursement Rate

a) Spoken Language Interpreters

AOC will reimburse the Court for 50% of the cost of AOC credentialed, or otherwise court-qualified interpreters providing services under this Agreement.

b) Sign Language Interpreters

AOC will reimburse the Court for 50% of the cost of certified interpreters providing services under this Agreement.

c) Staff Interpreters (Salaried Staff)

AOC will reimburse the Court for 50% of the cost of AOC credentialed staff interpreters.

d) Contracted Interpreters

The cost of credentialed or otherwise qualified contract interpreters who are paid other than on an hourly basis, for example, on a half-day of flat rate basis, will be reimbursed at 50%.

e) Remote Interpreting

AOC will reimburse the Court for 50% of the cost of using credentialed or

otherwise qualified interpreters providing interpretation by telephone or video for legal proceedings.

f) **Cancellation Fees**

AOC will reimburse the Court for 50% of cancellation fees paid to interpreter.

g) **Goods and Services**

AOC will reimburse the Court for 100% of the approved cost of goods and services related to language access in courts.

B. Travel Time and Mileage

AOC will reimburse the Court at 50% of the cost of interpreter travel time and mileage.

Interpreter travel time is reimbursable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing. The Court can be reimbursed for 50% of the cancellation fees paid to the interpreter.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Skip Knutsen, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Solid Waste Management Local Solid Waste Financial Assistance Agreement

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Solid Waste Management Local Solid Waste Financial Assistance Agreement with the Department of Ecology

SUMMARY: The Solid Waste Division has received an allocation of grant funding to properly clean up and maintain active or abandoned encampment sites and to additionally receive grant reimbursement for hosting residential recycling at the City of Marysville annual community clean up event, Clean Sweeps. This agreement will be active through June 2027 and includes a total cost of \$71,958.65 with \$53,968.99 as the Ecology share and \$17,989.66 as the City share.

ATTACHMENTS:

[AgreementReadyForSignature_SWMLSWFA-2025-MaryPW-00241.pdf](#)



Agreement No. SWMLSWFA-2025-MaryPW-00241

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MARYSVILLE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and CITY OF MARYSVILLE, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	P&I City of Marysville
Total Cost:	\$71,958.65
Total Eligible Cost:	\$71,958.65
Ecology Share:	\$53,968.99
Recipient Share:	\$17,989.66
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	06/30/2027
Project Type:	Planning & Implementation

Project Short Description:

The City of Marysville will spend \$71,958.65 to properly dispose of 16 tons of garbage from homeless encampments, and host two residential recycling collection events.

Project Long Description:

See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

Agreement No: SWMLSWFA-2025-MaryPW-00241

Project Title: P&I City of Marysville

Recipient Name: CITY OF MARYSVILLE

RECIPIENT INFORMATION

Organization Name: CITY OF MARYSVILLE

Federal Tax ID: 91-6001459

UEI Number: KENDBGSMVPQ7

Mailing Address: 501 Delta Ave
Marysville, WA 98270

Physical Address: 501 Delta Ave
Marysville, Washington 98274

Organization Email: kchennault@marysvillewa.gov

Contacts

Agreement No: SWMLSWFA-2025-MaryPW-00241

Project Title: P&I City of Marysville

Recipient Name: CITY OF MARYSVILLE

Project Manager	Harold Knutsen Maintenance Services and Solid Waste Manager 501 Delta Ave Marysville, Washington 98274 Email: sknutsen@marysvillewa.gov Phone: (360) 363-8074
Billing Contact	Andrew Hougan Financial Analyst 501 Delta Avenue Marysville, Washington 98270 Email: ahougan@marysvillewa.gov Phone: (360) 363-8100
Authorized Signatory	Harold C Knutsen Maintenance Services and Solid Waste Manager 501 Delta Ave Marysville, Washington 98274 Email: sknutsen@marysvillewa.gov Phone: (360) 363-8074

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Audrey Taber PO Box 330316 Shoreline, Washington 98133-9716 Email: atab461@ecy.wa.gov Phone: (425) 414-5267
Financial Manager	Audrey Taber PO Box 330316 Shoreline, Washington 98133-9716 Email: atab461@ecy.wa.gov Phone: (425) 414-5267

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State Department of Ecology	CITY OF MARYSVILLE
By: _____	By: _____
Peter Lyon Solid Waste Management Program Manager	Harold C Knutsen Maintenance Services and Solid Waste Manager
Date	Date
Template Approved to Form by Attorney General's Office	

Jon Nehring

Mayor, City of Marysville

Date

Agreement No: SWMLSWFA-2025-MaryPW-00241
Project Title: P&I City of Marysville
Recipient Name: CITY OF MARYSVILLE

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$36,958.65

Task Title: Homeless Encampment Response

Task Description:

ACTIVITY - CLEANUP

RECIPIENT employees will coordinate with other departments and local agencies to cleanup active and or abandoned encampments and continue to keep them clean. RECIPIENT employees may investigate active and or abandoned encampments to assess and prioritize cleanup. Cleanup and disposal are eligible on publicly owned sites/locations only. Cleanup of Federal land is allowed when the RECIPIENT coordinates with federal agencies prior to cleanup.

RECIPIENT may contract for assistance with this task. Reimbursement for costs incurred by contractors to perform work identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT and require ECOLOGY approval.

RECIPIENT is encouraged to review the Master Contract provided by Department of Enterprise Services (DES) for information about vendors with experience to clean up and dispose of materials that meet the RECIPIENT's specific circumstances and need.

RECIPIENT or delegate is responsible for safety training and oversight of cleanup crewmembers. RECIPIENT will follow all applicable county or state road setup procedures as determined by the appropriate County or State officials during cleanup. RECIPIENT will provide appropriate Personal Protective Equipment (PPE) for all workers. PPE can include safety vests, gloves, eye protection, and any other supplies or tools necessary to complete the work safely.

RECIPIENT will take collected litter to a permitted solid waste facility and recycle materials whenever possible or coordinate with WSDOT for pickup of litter on state roads.

ACTIVITY – INFRASTRUCTURE, PURCHASED SERVICES

RECIPIENT may purchase services to provide portable toilets and or garbage collection at shelter-in-place locations and other locations where the RECIPIENT has previously assessed these services are practical. RECIPIENT employees and or contractors will investigate active encampments to assess the level of infrastructure needed.

Costs Eligible for Reimbursement

- Staff salaries and benefits, including indirect not to exceed 30%
- Supplies for cleanup: bags, protective gear
- Cleanup costs: time, transportation, and disposal of materials from encampments
- Time: planning/coordination of cleanup
- Mileage or fuel and maintenance costs proportionate to vehicle use for homeless encampment cleanup
- Costs not listed here but pre-approved in writing by ECOLOGY

Cost Ineligible for Reimbursement

- Costs not specifically identified or pre-approved in writing by ECOLOGY

Agreement No: SWMLSWFA-2025-MaryPW-00241

Project Title: P&I City of Marysville

Recipient Name: CITY OF MARYSVILLE

- Costs not supported with required documentation

Task Goal Statement:

The goal of this task is to protect the environment through cleanup and prevent continued environmental harm at encampments.

Task Expected Outcome:

Anticipating multiple cleanups at the same encampment, RECIPIENT must track and report the number of encampments cleaned, and the number of cleanups performed at each encampment. Actual outcomes must be reported in the Outcomes Data Collection section of the Spending Plan and Outcomes Data Collection form in EAGL.

With the task budget, RECIPIENT estimates,

- 16 tons of garbage properly disposed of (cleaned up)
- 8 encampments managed
- 16 total cleanups performed

Recipient Task Coordinator: Skip Knutsen

Homeless Encampment Response**Deliverables**

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Agreement No: SWMLSWFA-2025-MaryPW-00241
Project Title: P&I City of Marysville
Recipient Name: CITY OF MARYSVILLE

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$35,000.00

Task Title: Recycling Operations

Task Description:

RECIPIENT will host one residential recycling collection event per year, for a total of two events over the duration of the agreement. Organics, scrap metal, tires, electronics and other large or hard-to-recycle items will be collected at a convenient location.

See first Special Term and Condition in this agreement related to recycling/collection events.

Work to be performed:

- Organize, stage, and staff the event, including scheduling and paying vendors.
- Advertisement of the event.
- Distribution of the outreach materials at the event.
- Responsible recycling, reusing, or disposing (such as for some hazardous waste) of the collected materials.
- Calculating and reporting outcomes of each event to ECOLOGY.

Who will perform it:

- City staff, in conjunction with any vendors hired or utilized for final management of materials.

RECIPIENT may contract for assistance with this task. Reimbursement for costs incurred by contractors to perform work identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT and require ECOLOGY approval.

RECIPIENT will credit the grant for revenue received from fees or sales of items this Task is directly supporting.

RECIPIENT expects to produce and/or distribute promotional and/or outreach materials and must coordinate with the Ecology grant manager prior to incurring costs.

RECIPIENT anticipates the task budget will cover a portion of the total costs for two residential recycling events. RECIPIENT must track the total costs and total outcomes of the events. RECIPIENT must report only the outcomes achieved with LSWFA by calculating what percent of the task budget was used to pay for the costs to implement the task and then multiplying that percent by the total outcomes.

Costs Eligible for Reimbursement

- Staff salaries and benefits, and indirect up to 30%
- Contractor costs
- Costs not listed here but approved in writing by ECOLOGY

Costs Ineligible for Reimbursement

- Collection and disposal costs of any materials collected or advertised as collected for recycling or reuse, and or marketed for

Agreement No: SWMLSWFA-2025-MaryPW-00241

Project Title: P&I City of Marysville

Recipient Name: CITY OF MARYSVILLE

recycling or reuse under this task

- Overtime unless the individual spent 100 percent of their time on LSWFA activities in the core 40-hour work week
- Costs at collection events covered by existing product stewardship organizations (E-Cycle Washington, PaintCare, LightRecycle Washington, among others) and costs covered by new product stewardship organizations that are fully implemented during this agreement period
- Costs not supported with required documentation

Task Goal Statement:

The goal of this task is to decrease resource use and pollution by recycling or responsibly managing discards by holding collection events in a convenient location.

Task Expected Outcome:

With the task budget, RECIPIENT estimates,

- 10,000 pounds of organics collected
- 48,000 pounds of material collected for recycling
- 4,000 pounds of material collected for reuse, exchange, or donating

Recipient Task Coordinator: Skip Knutsen

Recycling Operations**Deliverables**

Number	Description	Due Date
2.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

BUDGET

Funding Distribution EG250437

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: City of Marysville
Funding Effective Date: 07/01/2025
Funding Source:

Funding Type: Grant
Funding Expiration Date: 06/30/2027

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 25%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

City of Marysville	Task Total
Homeless Encampment Response	\$ 36,958.65
Recycling Operations	\$ 35,000.00

Total: \$ 71,958.65

Agreement No: SWMLSWFA-2025-MaryPW-00241

Project Title: P&I City of Marysville

Recipient Name: CITY OF MARYSVILLE

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
City of Marysville	25.00 %	\$ 17,989.66	\$ 53,968.99	\$ 71,958.65
Total		\$ 17,989.66	\$ 53,968.99	\$ 71,958.65

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, ECOLOGY will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by ECOLOGY. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

ECOLOGY's Solid Waste Management (SWM) program will implement a reporting assessment for all RECIPIENTS of grants administered through the SWM program. The assessment determines the RECIPIENT reporting level required throughout the biennium. If RECIPIENT administrative performance or changes in project circumstances trigger a reassessment, RECIPIENT will be notified of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

Agreement No: SWMLSWFA-2025-MaryPW-00241
Project Title: P&I City of Marysville
Recipient Name: CITY OF MARYSVILLE

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

Agreement No: SWMLSWFA-2025-MaryPW-00241
Project Title: P&I City of Marysville
Recipient Name: CITY OF MARYSVILLE

For more details on FFATA requirements, see www.fsrs.gov <<http://www.fsrs.gov>>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <<https://sam.gov/SAM>> exclusion list.

Agreement No: SWMLSWFA-2025-MaryPW-00241

Project Title: P&I City of Marysville

Recipient Name: CITY OF MARYSVILLE

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

Agreement No: SWMLSWFA-2025-MaryPW-00241

Project Title: P&I City of Marysville

Recipient Name: CITY OF MARYSVILLE

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: SWMLSWFA-2025-MaryPW-00241

Project Title: P&I City of Marysville

Recipient Name: CITY OF MARYSVILLE

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this 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.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

Agreement No: SWMLSWFA-2025-MaryPW-00241
Project Title: P&I City of Marysville
Recipient Name: CITY OF MARYSVILLE

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: SWMLSWFA-2025-MaryPW-00241

Project Title: P&I City of Marysville

Recipient Name: CITY OF MARYSVILLE

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: SWMLSWFA-2025-MaryPW-00241
Project Title: P&I City of Marysville
Recipient Name: CITY OF MARYSVILLE

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: SWMLSWFA-2025-MaryPW-00241

Project Title: P&I City of Marysville

Recipient Name: CITY OF MARYSVILLE

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: SWMLSWFA-2025-MaryPW-00241

Project Title: P&I City of Marysville

Recipient Name: CITY OF MARYSVILLE

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: SWMLSWFA-2025-MaryPW-00241
Project Title: P&I City of Marysville
Recipient Name: CITY OF MARYSVILLE

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	September 22, 2025
SUBMITTED BY:	Valorie Cross, Engineering
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Professional Services Agreement with Commonstreet Consulting for Right-of-Way Services for the Ebey Waterfront Trail Phase IV-B project.
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the Professional Services Agreement with Commonstreet Consulting to provide Right-of-Way services for the Ebey Waterfront Trail Phase IV-B project in the amount of \$208,293.35.
SUMMARY:	The Ebey Waterfront Trail Phase IV-B will be the final phase needed to complete the Ebey Waterfront Trail around the Qwuloolt Estuary. On June 10th, 2025, the City selected and began review of three Statement of Qualifications off of the MSRC website. Ultimately, Commonstreet Consulting was selected and notified of the selection via email on July 9th, 2025. The attached professional services agreement with Commonstreet Consulting, in the amount of \$208,293.35, is to provide Right-of-Way acquisition services for the fifteen (15) temporary construction easements and five (5) fee acquisitions associated with the Ebey Waterfront Trail Phase IV-B project. This will include early engagement with property owners, property valuations, property owner negotiations and acquisition documentation, and file closeout support. The Right-of-Way phase will be funded in full by the City of Marysville.

ATTACHMENTS:
[Proposed Contract.pdf](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND COMMONSTREET CONSULTING**

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 Commonstreet Consulting, a limited liability corporation in Washington], organized under the laws of the state of Washington, located and doing business at 92 Lenora St. PMB 125, Seattle, WA 98121 (“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 currently practicing under similar circumstances and in the same location.

2. TERM. The term of this Agreement will commence upon last date of signature below and will terminate at midnight on **December 31, 2026**, or on the day final payment is received by the Consultant if before **December 31, 2026**, 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 **Two-Hundred Eight Thousand, Two Hundred Ninty Three Dollars and Thiry Five Cents (\$208,293.35)** 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. The City shall make payments to Consultant through Automated Clearing House (ACH).

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 reasonable 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. 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, which shall not be unreasonably withheld or delayed.

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

Valorie Cross
501 Delta Ave
Marysville, WA 98270

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

COMMONSTREET CONSULTING

Ted Parry
92 Lenora St, PMB 125
Seattle, WA 98121

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.

The Consultant may terminate this Agreement for a City default by sending a written notice to the City. As per Section 6.1, the City 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.

6.12 FORCE MAJEURE. Neither party shall be in default or be liable for damages by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to causes beyond the reasonable control and without the fault or negligence of the responsible party, or its agent, employee, contractor, or subcontractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

DATED _____

CITY OF MARYSVILLE

By _____

Jon Nehring, Mayor

DATED _____

COMMONSTREET CONSULTING

By _____

_____(Name)

Its: _____(Title)

ATTEST/AUTHENTICATED:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

EXHIBIT B

Consultant will retain qualified appraisers as needed to complete its work.

August 6, 2025

City of Marysville

Attn: Valorie Cross
501 Delta Ave
Marysville, WA 98270

92 Lenora St, PMB 125
Seattle, WA 98121
(206)920-4017

info@csrow.com
www.csrow.com



Re: Scope and Fee Proposal – City of Marysville: Ebey Waterfront Trail Project

Thank you for the opportunity to provide right of way services for this important trail improvement project for the City of Marysville. It is our understanding that Commonstreet is providing turn-key right of way services for the Ebey Waterfront Trail Project project. This work will include: early engagement with property owners, property valuations, property owner negotiations and acquisition documentation, and file closeout support. The scope and fee proposal provided herein is in response to request for a scope and fee for a project with no Federal Highway Administration (FHWA) funding in any phase.

Scope Summary and Project Understanding

This project will complete a gap in the trail on Sunnyside Boulevard west of 53rd Avenue NE and south on 47th Avenue N. and connect the dike that was installed as part of the Qwuloolt Estuary restoration project. The fee proposal provided herein are based upon an assumption of potential ROW impacts assuming up to a total of fifteen (15) partial acquisitions, including up to fifteen (15) temporary easements (TE) and five (5) fee acquisitions. It is understood that any change in scope will require an amendment in scope and fee. All right of way activities will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), WSDOT LAG manual, and the City's WSDOT Approved ROW Procedures. This is a total amount not to exceed (NTE) budget and allocation between subtasks is for reference only and does not constitute separate budgets for each subtask.

Assumptions

- The City requires no more than fifteen (15) partial acquisitions, including up to fifteen (15) temporary easements (TE) and five (5) fee acquisitions.
- There are no full acquisitions.
- No design changes will occur after the initial valuation assignment is authorized.
- Legal descriptions suitable for recording and meeting all WSDOT requirements will be provided to Commonstreet from a licensed survey company.
- No occupants or personal property will be displaced requiring relocation services and no relocation services will be required.
- The City will provide ROW document templates or Commonstreet will utilize WSDOT templates and provide to the City for review and approval.

- Just Compensation can be determined with two (2) appraisals and eleven (11) Waiver Valuations based on the following assumptions:

Appraisal Required:	Waiver Valuation(s):	Waiver Valuation(s):	Waiver Valuation(s):
30053300104900 (5925 47 th Ave NE)	30052800400200(4720 61 st St NE)	30052800408500(4727 61 st St NE)	003888800201300(5126 61 st St NE)
30053300101200 (5925 47 th Ave NE)*	30052800400300 (4728 61 st St NE)	30052800408900(4809 61 st St NE)	00388880100101(5220 61 st St NE) associated with 00388880010090
30053300101300 (5921 47 th Ave NE)	30052800400400 (4732 61 st St NE)	30052800409800(4811 61 st NE)	30053300104800(5625 47 th Ave NE)
30053300105300 (5921 47 th Ave NE)*	30052800408400 (Shared Use)	30052800400900(5016 61 st St NE)	

*Scope assumes that second parcels can be appraised as part of larger parcel requiring only one appraisal.

- If impacts to property require more than two (2) appraisal, additional appraisals will be completed. More than two (2) appraisals will require additional scope and fee.
- The City will provide letterhead for correspondence to property owners.
- Commonstreet will engage in early engagement (outreach) which includes, but is not limited to, drafting and mailing an introductory letter (Informational Welcome Letter) to property owners which will be approved and signed by City staff member.
- Title reports will be provided by the City.
- The City will pay directly to the title company all expenses for title commitments, recording fees, escrow services, and title insurance.
- The City will manage escrow, closing, and recording of all conveyances, including partial reconveyances.
- If the Notice to Proceed (NTP) is received after 120 days from this proposal, fees and billing rates may require revision to reflect cost of living increases and current business conditions.

Best regards,



Ted Parry, JD
Senior Project Manager
Western/Central WA

Scope of Services

Task 1.0 – Project Management and Administration

- Prepare for and attend early design development meetings as requested by the City or the project team;
- Provide pre-acquisition services as requested by the City or project team to support early design development;
- Respond to inquiries and needs identified by your team, the City and/or Project Stakeholders;
- Oversight of preliminary ROW activities to comply with WSDOT requirements;
- Provide written and oral status updates on right of way activities;
- Provide oversight to all aspects of the right of way program;
- Review City's approved Right of Way Procedures;
- Develop and execute the Right of Way program in compliance with state law, Uniform Act and WSDOT requirements;

- Maintain quality control/quality assurance (QA/QC) protocols in the execution of the right of way tasks;

Task 2.0 – Valuation Services

- Coordinate valuation task and any subconsultants;
- Provide all documentation required to complete Waiver Valuations supporting City's Determinations of Value and integrate findings into offer packages.
- Commonstreet will manage Right of Way Team sub-consultants to prepare the Waiver Valuations or prepare the Waiver Valuations in-house;
- Coordinate the development of DV/Just Compensation approved by the Agency.

Task 3.0 – Title Review and Conveyance Documents Drafts

- Create state and federal compliant project files for each parcel;
- Request the City order new and/or updates to existing title commitments;
- Review title reports for each parcel and identify each exception;
- Once a parcel's title interest has been reviewed, identify methods of clearance per City direction;
- Coordinate title reviews;
- Draft, coordinate approval, and produce an introductory letter (Informational Welcome Letter) to property owners.
- Draft, coordinate approval, and produce offer packages for up fifteen (15) partial acquisitions.

Task 4.0 - Negotiations, Administrative Settlements, QA/QC

- Project file set-up;
- Review of all valuation and compensation data;
- QA/QC of all documents, tasks, and processes before, during, and after acquisition process;
- Prepare, deliver and present offer packages;
- Negotiate settlements, and draft justification memos when necessary;
- Additionally, includes support preparing condemnation ordinance(s) when required.

Task 5.0 – Project and File Close Out

- Compile completed/closed files to provide to City of Marysville;
- Address any items brought forth by City Project Manager or Legal Department;
- Prepare parcel files (electronic and/or hard copy) in a format requested by the City and provide to City for retention.

Scope and Fee Table Summary				
Marysville: Ebey Waterfront Trail Phase IV-B				
8/1/25				
The overhead rate shall increase to the revised state overhead rate, effective upon approval of the revised overhead rate by the state in which the project is located.			Indirect Cost Rate	121.85%
			Fixed Fee %	30.00%
Tasks	Job Classifications	Fully Burdened NTE Rate	Qty.	Total
1.0	Project Management and Administration	Principal	15	\$4,722.19
		Sr. Project Manager	25	\$6,233.29
		Project Manager	40	\$8,764.38
2.0	Valuation Services	Project Manager	10	\$2,191.10
		Project Control Specialist	6	\$770.66
3.0	Title Review and Conveyance Documents Drafts	Project Control Specialist	100	\$12,844.35
		Project Manager	8	\$1,752.88
4.0	Negotiations, Administrative Settlements, and QA/QC	Sr. Right of Way Agent	300	\$61,199.55
		Right of Way Agent	420	\$52,888.50
		Project Manager	80	\$17,528.76
5.0	Project and File Close-out	Project Control Specialist	60	\$7,706.61
		Project Manager	10	\$2,191.10
Labor Hours Total			1074	\$178,793.35
Expenses	Type	Rate	Qty.	Total
Other Direct Costs (ODC's)	Waiver Valuations	\$1,600.00	11	\$17,600.00
	Appraisal	\$5,500.00	2	\$11,000.00
	Reproduction, Postage, and Delivery	\$550.00	1	\$550.00
	Mileage at current federal rate	0.70	500	\$350.00
Expense Total				\$29,500.00
Contract Total				\$208,293.35

EXHIBIT B
Subcontractors/Subconsultants

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

Rich Duncan of RF Duncan & Associates for two (2) appraisals



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	September 22, 2025
SUBMITTED BY:	Tina Brock, City Clerk
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Master Services Agreement with Jatheon Technologies, Inc. for an All-In-One Archiving Platform and Compliance Solution
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the Master Service Agreement for Jatheon Technologies, Inc. for all-in-one archiving platform and compliance solution in the amount of \$109,755.36.
SUMMARY:	Our current email archiving solution, Microsoft Purview, presents significant Public Record Act (PRA) compliance risks for the City. The platform is not user-friendly, and conducting searches requires an excessive amount of time, often resulting in search errors and download issues. To address these concerns, we are requesting a replacement solution through Jatheon Technologies, Inc. that not only provides reliable email archiving but also integrates text message and social media archiving into a single, efficient platform. The proposed solution, Jatheon, has an annual cost of \$109,755.36. However, by discontinuing our current email, text message, and social media solutions, which cost \$43,927.72 annually, the net increase is offset by significant efficiency gains. Staff will no longer need to manage multiple archiving platforms, resulting in substantial time savings, reduced risk of errors, and improved responsiveness to PRA requests.

ATTACHMENTS:
[Jatheon Master Service Agreement.pdf](#)



Master Services Agreement

This Master Services Agreement ("Agreement") made effective on _____ ("Effective Date") by and between _____ (hereinafter "Customer"), with its principal address at _____ and Jatheon Technologies Inc. (hereinafter "Jatheon"), an Ontario, Canada corporation with its principal place of business at 18 King Street East, Suite 1400, Toronto, ON M5C 1C4, Canada.

IN CONSIDERATION OF the definitions, terms, and conditions made in this Agreement, Customer and Jatheon agree to the following:

1. DEFINITIONS

- **"Agreement"** means this Master Services Agreement
- **"Business Day"** means a day on which banks are open in Canada open, but does not include a Saturday, Sunday or Public Holiday.
- **"Confidential Information"** means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential; (c) is specifically deemed to be confidential by the terms of this Agreement. This entire Agreement is deemed Confidential Information of Jatheon.
- **"Customer"** means the person, firm, corporation or other entity which is to receive services under this Agreement.
- **"Customer Data"** means all data of the Customer that is archived in the Jatheon Cloud platform.
- **"Exhibit A"** means the pricing information provided at the end of this Agreement.
- **"Initial Term"** means the first full year or multi-year term of the Service Period starting with the Effective Date.
- **"Jatheon"** means Jatheon Technologies Inc.
- **"Jatheon Cloud"** means the cloud-based SaaS (software as a service) provided by Jatheon for archiving data, including all or any one of the following: email, social media, instant messaging, chats, mobile text and mobile voice, MS Teams, WhatsApp and Bloomberg.
- **"Public Holiday"** means a nationally recognized holiday in Canada..
- **"Renewal Term"** means each yearly term following the Initial Term
- **"Service Period"** means the period of time, no less than one year, that Jatheon Cloud is being provided by Jatheon to Customer.
- **"Subscription"** means the fees prepayable by Customer to Jatheon for each term, no less than one year.
- **"Support"** means monitoring and technical support services provided by Jatheon to Customer for



Jatheon Cloud.

2. JATHEON CLOUD

2.1. Nonexclusive Rights

During the Service Period, Customer will receive a nonexclusive and non-assignable right to access and use Jatheon Cloud solely for Customer's internal business operations subject to the terms of this Agreement.

2.2. Reliability and Performance

Jatheon agrees that Jatheon Cloud is provisioned on AWS (Amazon Web Services) infrastructure to deliver the highest quality of performance in accordance with the industry's top privacy standards and ensures a high level of data availability of 99.99%.

2.3. Data Security

Jatheon will use industry best practices with respect to its security technologies in providing Jatheon Cloud. Jatheon has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, to preserve the security, integrity, and confidentiality of Customer Data and to protect against unauthorized or unlawful disclosure or corruption of or access to such information.

2.4. Security Information Disclosure

From time to time upon Customer's request, Jatheon shall (a) provide information about the security configurations of its servers, firewalls, or security devices and (b) verify where the confidential information is stored.

2.5. Product Changes

Jatheon may, in its sole discretion, make any changes to Jatheon Cloud that it deems necessary or useful to:

- a. Maintain or enhance its quality of delivery to Customer, its competitive strength, and/or its efficiency or performance.
- b. Change or discontinue features of Jatheon Cloud obtained through a third party partnership which for reasons outside of Jatheon's control will be altered or discontinued.
- c. Comply with applicable laws

Jatheon shall provide at least 12 months of advance notice of discontinuing material functionality of Jatheon Cloud that the Customer is using, except that this notice will not be required if the 12 month notice period would pose a security or intellectual property issue to Jatheon or Jatheon Cloud; is economically or technically burdensome; or would cause Jatheon to violate legal or regulatory requirements.

2.6. Customer Responsibility



The Customer shall be responsible for all uses of any Jatheon Cloud account that Customer has ordered, whether or not the Customer has authorized the particular use or user, and regardless of Customer's knowledge of such use.

2.7. Loss of Customer Data

Jatheon shall not be responsible for any loss of any Customer Data due to any irresponsible or uninformed act by the Customer.

2.8. Right of Ownership

Jatheon shall own and retain all rights, title, and interest in any kinds of services, software, applications, inventions, or other technology developed in connection with Jatheon Cloud.

2.9. Software Releases

Jatheon will make available all software updates automatically when released during the Service Period. Jatheon Software updates to the Jatheon Cloud platform include new features and functionality, changes and improvements to fix known defects, and improvements to the operational quality of the platform, all as generally made available by Jatheon to the Customer from time to time.



3. SUPPORT

3.1. Monitoring and Technical Support

Jatheon will provide Support as described herein for Jatheon Cloud as needed, providing that Customer remains in good standing in payments under the Agreement.

3.2. Standards of Support

At all times, Jatheon hereby covenants to Customer that all Support provided hereunder shall be performed in a professional, competent manner and with the skill level to perform all Support services described in this Agreement and in accordance with industry standards and applicable law and regulation.

3.3. Support by Telephone, Email and Chat.

Jatheon will use commercially reasonable efforts to provide Support via chat, telephone and email in service of Jatheon Cloud.

3.4. Support Availability and Response Times

Support services are provided by telephone, email and chat 24/7, 365 days a year. Jatheon shall respond to all Customer inquiries within:

- a. one hour for issues that impact multiple users, Jatheon Cloud is down, major functionality is unavailable or materially impacted by performance issues and no workaround is available;
- b. 12 hours where the issue impacts multiple or single users, intermittent disruption of Jatheon Cloud or important features are unavailable but a workaround is available;
- c. two business days where a minor feature is unavailable, there is a minor performance impact, or the Customer makes a routine request.

3.5. Scope of Telephone Support. Jatheon's telephone Support provides assistance with questions, issues or problems related to Jatheon Cloud configuration and functionality. Jatheon reserves the right to limit the number of calls in the case where the Customer is consuming a commercially unreasonable amount of Jatheon Support resources.

3.6. Monitoring. Jatheon shall monitor Jatheon Cloud infrastructure and provide Support if any issues arise that impact the Customer's use of Jatheon Cloud.

3.7. Jatheon Access

Customer agrees that Jatheon's Support engineers may need to obtain access to Customer's Jatheon Cloud platform in order to provide certain types of Support under this Agreement. Such access shall require compliance by Customer with standard technical procedures as defined by Jatheon and granting Jatheon all necessary authorizations by Customer to perform such Support.

4. Security



4.1. Best Practices

Jatheon will use industry best practices with respect to its security technologies in providing Jatheon Cloud. Jatheon has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, to preserve the security, integrity, and confidentiality of Customer Data, and to protect against unauthorized or unlawful disclosure or corruption of or access to such information.

4.2. Verification of Customer Data

From time to time, upon Customer's request, Jatheon shall provide information about the security of its servers, firewalls, or security devices and verify where the Customer Data is stored.

4.3. Location of Customer Data

Jatheon shall maintain all Customer Data in the country agreed upon by Customer and Jatheon in this Agreement, which shall be construed to include the physical location of relevant storage devices, data centers, and core servers owned, operated, or otherwise controlled by or on behalf of Jatheon.

4.4. Breach in Security

Jatheon shall promptly (and in no event longer than two (2) Business Days following its discovery thereof) notify Customer in writing of any breaches of its security safeguards or of any unauthorized or unlawful disclosure or corruption of Customer Data. In the event of a breach of Jatheon's systems or databases, Jatheon shall comply with any applicable privacy or other laws related to a data breach. Jatheon will work with Customer in good faith on such notifications. Jatheon will also provide corrective action in response to the data breach to prevent future occurrences and report to Customer the corrective actions taken. Jatheon will cooperate with Customer in the event of any legal action or regulatory inquiry related to or arising out of the data breach.

5. Payments

5.1. Customer Invoice and Payment

Jatheon shall invoice Customer 30 days in advance for Subscription payable under this Agreement. Jatheon will submit all invoices via email to Customer. All undisputed amounts payable by Customer under this Agreement shall be payable within 30 days after receipt of invoice, except as may be otherwise agreed by the parties in writing.

5.2. Late Payment Penalty

Interest at the rate of 1.5% per month (18% per annum) shall be payable by Customer from and after the date upon which any payments are due and payable.

5.3. Suspension

In addition to any other rights or remedies Jatheon may have under this Agreement, Jatheon may suspend or discontinue the Customer's use of Jatheon Cloud under this Agreement in the event that Jatheon does not receive payment within 60 days after such amount becomes due and payable.

6. Term and Termination



6.1. Term of Agreement

The term of this Agreement is delineated as follows:

- a.** The Initial Term will be the period commencing on the Effective Date and expiring on either the one year anniversary of the Effective Date or
- b.** the multi-year anniversary of the Effective Date in the case of a multi-year term.

Such Initial Term shall be extended for additional one year Renewal Terms unless Customer gives Jatheon at least thirty (30) days prior written notice of its intent not to renew at the end of the Initial Term or any then current Renewal Term. The Initial Term and any Renewal Term together shall be deemed the Term of the Agreement.

6.2. Termination of Agreement

Either party may terminate this Agreement and any license granted under or pursuant to the Agreement by written notice to the other party upon the following events:

- a.** any breach by the other party of this Agreement or any other agreement between the parties that has not been cured within thirty (30) days after receipt of notice of such breach
- b.** the termination of the business of other party
- c.** if the other party is adjudicated bankrupt or insolvent or makes an assignment for the benefit of its creditors, if proceedings in bankruptcy are instituted against it or a receiver of its property is appointed, or execution against it or its property remains unsatisfied for such period as would permit its property or any substantial part thereof to be sold;
- d.** proceedings are commenced to wind up, dissolve, liquidate or reorganize the other party, or for an arrangement in respect of such party.

6.3. Reinstatement

If payment by Customer under this Agreement is late or has lapsed for a period of time, or this Agreement has otherwise been suspended by Jatheon for nonpayment or terminated by notice of non-renewal given by Customer, Jatheon Cloud will be reinstated under this Agreement upon full payment of all past due Subscription owing.



7. Pricing

7.1. Pricing of Jatheon Cloud

Jatheon Cloud pricing, with the specific data types to be archived on the Jatheon Cloud platform, is represented in Exhibit A of this Agreement.

7.2. Increase in Pricing

From time to time, at its sole discretion, Jatheon may elect to increase pricing of Jatheon Cloud. If pricing increases are made at any time within the Service Period, Customer's pricing will not be changed. Customer will be notified of such increases during the Service Period three months prior to the expiration of the Service Period or at the time of the increase, whichever is later.

8. Notices

8.1. Communication between Parties

All notices, consents, and other communications between Jatheon and Customer under or regarding this Agreement must be in writing via email. All communications will be deemed to have been received on the date actually received.

8.2. Change of Address

Either party may change its address by giving written notice of the new physical address and/or email address to the other party in accordance with this section.

9. Assignment

9.1. Assignment Terms

Neither party may assign this Agreement to any third party without the prior written consent of the other; provided that no consent is required in connection with an assignment to an affiliate or in connection with any merger, reorganization, consolidation, sale of assets or similar transaction.

9.2. Successors and Permitted Assigns

In the event of a merger, reorganization, consolidation, sale of assets or similar transaction by either party, this Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns.

10. Third-Party Service Provider

Jatheon may, from time to time, host and/or maintain a product or feature using a third party technology service provider. Jatheon cannot offer any additional or modified procedures to Customer other than those put in place by such technology provider with respect to such technology service.

11. Confidentiality

During the term of this Agreement and for 5 years thereafter, each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to



exercise its rights and perform its obligations under this Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

12. Taxes

12.1. Payment

The Subscription specified by Jatheon for Jatheon Cloud under this Agreement does not include any present or future sales, use, goods and services, harmonized, excise, value added, business transfer or similar taxes, whether federal, provincial or state, and all such taxes shall be paid by Customer or Customer shall provide Jatheon as the case may be with evidence of exemption therefrom. All amounts to be paid by Customer are payable as invoiced.

12.2. Responsibility of Customer

Any taxes (including income, stamp and turnover or value-added taxes), duties, fees, charges or assessments of any nature levied by any governmental authority outside Canada in connection with transaction, whether levied against Customer, against Jatheon or its employees, subcontractors or their employees, shall be the responsibility of Customer and shall be paid directly by Customer to the governmental authority concerned. If Jatheon, subcontractors, or the employees of any of the foregoing, are required to pay any such levies and/or fines, penalties, or assessments in the first instance, or as a result of Customer's failure to comply with any applicable laws or regulations governing the payment of such levies by Customer, the amount of any payments so made, plus the expense of currency conversion, shall be promptly reimbursed by Customer upon submission of Jatheon's invoices therefore.



13. Limitation of Liability

JATHEON DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES IN RESPECT OF THIS AGREEMENT AND THE SERVICES TO BE PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, TO THE EXTENT ALLOWED BY APPLICABLE LAW. IN NO EVENT WILL JATHEON OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, USE OR DATA (INCLUDING DATA LOSS DUE TO THE FAILURE OF JATHEON CLOUD), COST OF CAPITAL, DOWNTIME COSTS, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR APPLIANCE, EVEN IF JATHEON OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL JATHEON'S OR ITS SUPPLIERS' CUMULATIVE LIABILITY TO CUSTOMER UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID BY THE CUSTOMER TO JATHEON FOR SERVICES UNDER THIS AGREEMENT DURING THE PRIOR 12 MONTH PERIOD.

The limitations and exclusions of liability contained in this Agreement shall apply in respect of any actions, claims, demands, awards, judgments, settlements, damages, losses, costs, liabilities or expenses whether for breach of contract, breach of warranty, tort (including negligence or strict liability) or otherwise, and regardless of any allegation of breach of fundamental term, fundamental breach or failure of essential purpose.

14. Indemnification.

14.1. Indemnification by Jatheon

Jatheon agrees to indemnify, defend, and hold harmless Customer and its respective officers, directors, agents, and employees from any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and litigation expenses, arising out of or as a result of any claim by a third party to the extent arising from (i) its gross negligence, willful misconduct or fraudulent activities, (ii) its material breach of this Agreement, (iii) its material breach of applicable law in performing the services described herein, (iv) any claim that, in each case, Customer's use of Jatheon Cloud or any other materials, information, or intellectual property in the form delivered by Jatheon violates any intellectual property, rights of any third party, or (v) if Jatheon has been negligent in its supervision of its employees, agents and contractors providing services on Customer's premises (including without limitation, not abiding by Customer's request to exclude a specific individual from Customer's premises).

14.2. Indemnification by Customer

Customer agrees to indemnify, defend and hold harmless Jatheon and its respective officers, directors, agents, contractors and employees from any and all claims, damages, liabilities, costs, and expenses, including reasonable attorney' fees and litigation expenses, arising out of or as a result of any claim by a third party to the extent arising from (i) its material breach of this Agreement, (ii) its material breach of



applicable law in connection with performing any of its obligations herein, (iii) any claim that Customer's logos, marks, or any other information, materials or intellectual property in the form delivered by Customer to Jatheon violates any intellectual property rights of any third party.

14.3. Indemnification Conditions

A party seeking indemnification under this section shall promptly notify the other party of the claim; give the other party sole control of the defense and settlement of the claim; and provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.



15. Excusable Delay

Neither party shall be in breach of any of its obligations under this Agreement where failure to perform or delay in performing any obligation is due, wholly or in part, to a cause beyond its reasonable control; an act of God, an act or omission of any governmental authority, governmental priorities, riots, strike or other labour disputes, fires, flood, sabotage, earthquake, storm, terrorist attack, epidemic; or inability due to a cause beyond Jatheon's reasonable control to obtain necessary instructions or information from the other party. The foregoing shall apply even though any such cause exists at the time of the order or occurs after either party's performance of its obligations under the Agreement is delayed by another cause.

16. Severability

If any term of this Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force.

17. Publicity

Jatheon may include Customer's name and logo in its customer lists and on its website. Upon signing, Jatheon may issue a high-level press release announcing the relationship and the manner in which Customer will use Jatheon Cloud. Jatheon shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release if necessary.

18. General

18.1. Place of Jurisdiction

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario Canada. The parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement and to the matters provided for herein. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario Canada. If any portion of this Agreement is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

18.2. Waiver

EACH PARTY HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY ANCILLARY AGREEMENT, OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

19. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the services to be provided under this Agreement, and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or verbal, including, without limitation, and purchase order from Customer. This Agreement ensures to the benefit of and binds the parties and their respective heirs, executors, administrators, personal and legal

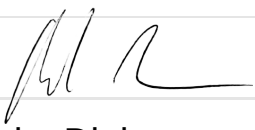


representatives, successors and permitted assigns. The parties confirm that it is their express wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only.

Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.

Executed as of the Effective Date specified above.



Jatheon Technologies Inc.	
Signature:	
By:	Marko Dinic
Title:	CEO
Date:	09/11/2025

Customer: City of Marysville	
Signature:	
By:	
Title:	
Date:	



Exhibit A

Exhibit A is incorporated into and made part of this Agreement executed by the Customer and Jatheon.

All pricing herein is in US dollars, per the SHI price quote #26817049, created on Sept. 9, 2025.

1 Jatheon Cloud Email Archiving, One year prepay
Jatheon Technologies - Part#: JCLOUDP0000001
Total Users: 393
Price per User: \$26.28
Annual Prepay: \$10,328.04

2 Jatheon Cloud MS Teams Archiving, One year prepay
Jatheon Technologies - Part#: JCTRLMTEAMA1 Total
Users: 393
Price per User: \$26.28
Annual Prepay: \$10,328.04

3 Jatheon Cloud iMessage/SMS Archiving
Jatheon Technologies - Part#: JCIMSGSS00001
Total Users: 258
Price per User: \$317.49
Annual Prepay: \$81,912.42

4 Jatheon Social Media Archiving, One year prepay
Jatheon Technologies - Part#: JCTRL00000SM1
Total Accounts: 18
Price per Account: \$399.27
Annual Prepay: \$7,186.86

Total Annual Prepay: \$109,755.36



Pricing Proposal
Quotation #: 26617049
Created On: 9/9/2025
Valid Until: 9/30/2025

WA-City of Marysville

Stephen Doherty

501 Delta Ave
Marysville, WA 98270
United States
Phone: 360.363.8028
Fax:
Email: sdoherty@marysvillewa.gov

Inside Account Executive

Enrico Borromeo

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-584-4466
Fax:
Email: enrico_borromeo@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Jatheon Cloud Email Archiving, One year prepay Jatheon Technologies - Part#: JCLOUDP0000001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 14922 Note: One year prepay, 3-year agreement	393	\$26.28	\$10,328.04
2 Jatheon Cloud MS Teams Archiving, One year prepay Jatheon Technologies - Part#: JCTRLMTEAMA1 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 14922 Note: One year prepay, 3-year agreement	393	\$26.28	\$10,328.04
3 Jatheon Cloud iMessage/SMS Archiving, One year prepay Jatheon Technologies - Part#: JCIMSGSS00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 14922 Note: One year prepay, 3-year agreement	258	\$317.49	\$81,912.42
4 Jatheon Cloud iMessage Archiving, One time setup fee Jatheon Technologies - Part#: JCIMSGSSSF001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 14922 Note: One year prepay, 3-year agreement	1	\$0.00	\$0.00
5 Jatheon Social Media Archiving, One year prepay Jatheon Technologies - Part#: JCTRL00000SM1 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 14922 Note: One year prepay, 3-year agreement	18	\$399.27	\$7,186.86
Total			\$109,755.36

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

ADDENDUM TO MASTER SERVICES AGREEMENT

Re: City of Marysville and Jatheon Cloud Master Service Agreement

1. **Modification to “6.2 Termination of Agreement”**. The following provision is modified from the Contract:

“Either party may terminate this Agreement and any license granted under or pursuant to the Agreement by written notice to the other party upon the following events:

- a. any breach by the other party of this Agreement or any other agreement between the parties that has not been cured within thirty (30) days after receipt of notice of such breach
- b. the termination of the business of other party
- c. if the other party is adjudicated bankrupt or insolvent or makes an assignment for the benefit of its creditors, if proceedings in bankruptcy are instituted against it or a receiver of its property is appointed, or execution against it or its property remains unsatisfied for such period as would permit its property or any substantial part thereof to be sold;
- d. proceedings are commenced to wind up, dissolve, liquidate or reorganize the other party, or for an arrangement in respect of such party.
- e. on the Renewal Date if the party seeking to terminate has provided at least 30 days written notice of its intent to terminate.”

2. **Modification to “11 Confidentiality”**. The following provision is modified from the Contract:

“During the term of this Agreement and for 5 years thereafter, each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party’s Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party’s Confidential Information and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party. Either party may also disclose Confidential Information when required by law (including chapter 42.56 RCW) or court order provided the disclosing party promptly notifies the other party that it believes it is required to disclose the other party’s Confidential Information.”

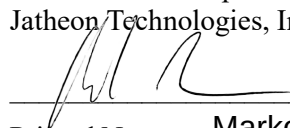
All other terms and conditions of the Contract remain unchanged.

Purchaser’s Acceptance:
City of Marysville

Jon Nehring, Mayor

Date: _____

Contractor’s Acceptance:
Jatheon Technologies, Inc.



Printed Name: Marko Dinic

Date: 11/09/2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Parks Director Tara Mizell, Parks, Culture, & Recreation

ITEM TYPE: Presentation

AGENDA SECTION: **New Business**

SUBJECT: Strawberry Fields Turf Field Project

SUGGESTED ACTION:

SUMMARY: The presentation will outline the proposed upgrade of field number three at Strawberry Fields to a turf surface.

ATTACHMENTS:
[2025 Strawberry Fields Turf Presentation_9-116-2025.pptx](#)

Strawberry Fields Turf Field 3

City of Marysville
2025

Presented by: Nick Loutsis & Dave Hall



Strawberry Fields Turf Conversion

Marysville, Washington



RWD

Robert W. Droll Landscape Architect, PS
October 12th, 2022
360.456.3813



Strawberry Fields Turf - Field 3

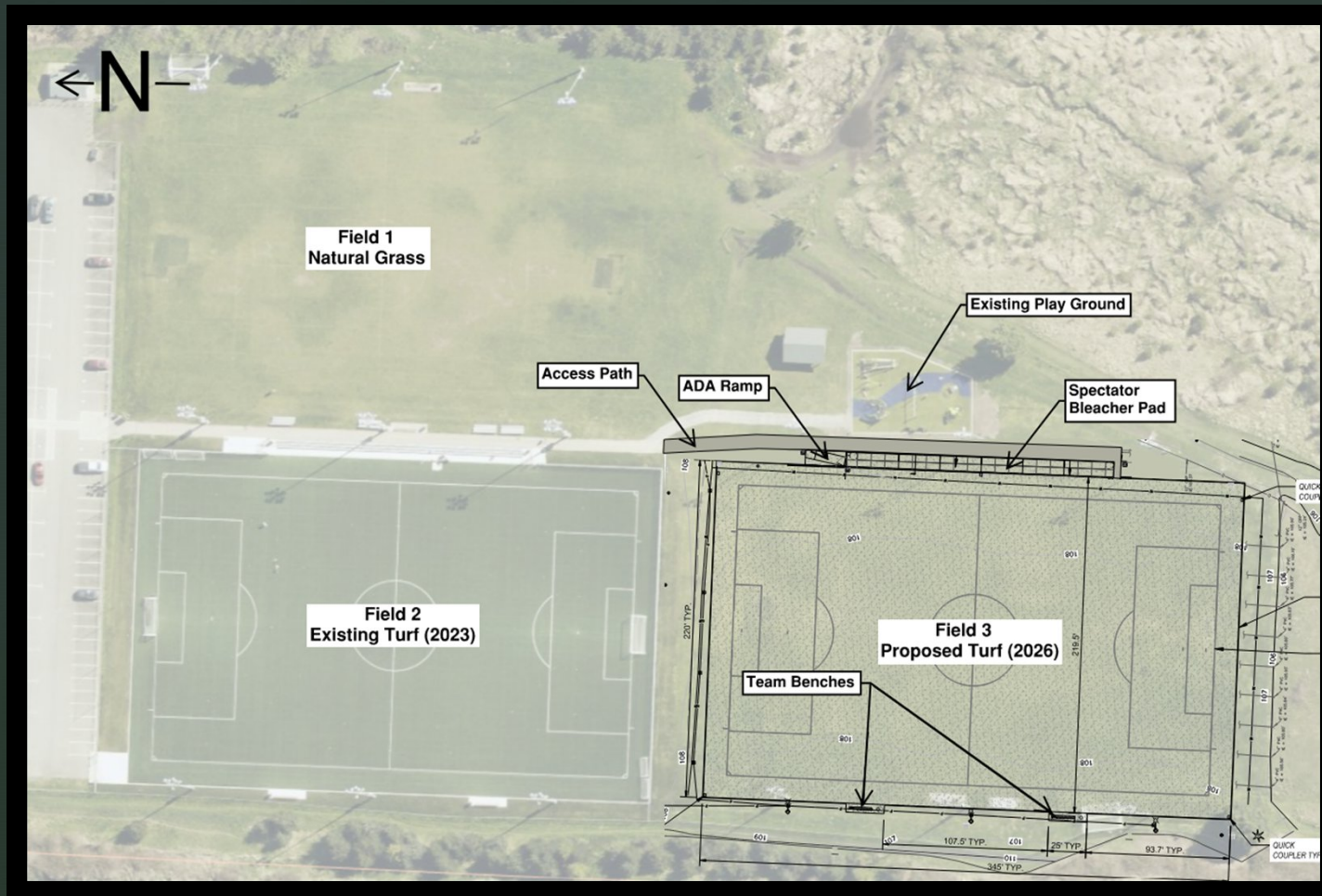




Strawberry Fields Turf - Field 3



Turf Field Design Plan



Cost

Projected Costs:

Construction	\$1,870,000.00
Consulting	\$100,000.00
<u>City Staff Time</u>	<u>\$30,000.00</u>
Total	\$2,000,000.00

Funding:

Snohomish County Grant	\$100,000.00
Pilchuck Soccer Alliance	\$50,000.00
Amazon Grant	\$50,000.00



Schedule

	2025				2026		Project Completion
	September	October	November	December	January	February	
	Design						
Construct							
			Award Contract				



z

Strawberry Fields Rentals

- 2024 Total Rentals- 2,002
- 2025 Total Rentals (as of September 19th) – 1,472





Questions?





Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

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

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** Accepting a Donation of Fifty Thousand Dollars from Amazon

SUGGESTED ACTION: Recommended Motion: I move to adopt Resolution No. ____.

SUMMARY: Amazon is donating \$50,000 to be used to support the construction of an artificial turf field at the Strawberry Fields Athletic Complex.

ATTACHMENTS:
[Resolution for Gift - Amazon.doc](#)

CITY OF MARYSILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MARYSVILLE, ACCEPTING A DONATION OF FIFTY THOUSAND
DOLLARS FROM AMAZON.**

WHEREAS, Amazon has offered to donate fifty thousand dollars (\$50,000.00) to the City; and,

WHEREAS, the purpose of the donation by Amazon is to support the City's construction of an artificial turf field at the Strawberry Fields Athletic Complex; and,

WHEREAS, section 3.96.010 of the municipal code authorizes the City to accept and use the above-described gift consistent with the donor's intent.

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

The City of Marysville hereby gratefully accepts the gift of fifty thousand dollars (\$50,000.00) from Amazon, to be used to support the construction of an artificial turf field at the Strawberry Fields Athletic Complex.

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

CITY OF MARYSVILLE

By _____
Jon Nehring, MAYOR

Attest:

By _____
Tina Brock, CITY CLERK

Approved as to form:

By _____
Jon Walker, CITY ATTORNEY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

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

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** Accepting a Donation of Fifty Thousand Dollars from the Pilchuck Soccer Alliance

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

SUMMARY: Pilchuck Soccer Alliance is donating \$50,000 to be used to support the construction of an artificial turf field at the Strawberry Fields Athletic Complex.

ATTACHMENTS:
[Resolution for Gift - Pilchuck Soccer Alliance.doc](#)

CITY OF MARYSILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MARYSVILLE, ACCEPTING A DONATION OF FIFTY THOUSAND
DOLLARS FROM THE PILCHUCK SOCCER ALLIANCE.**

WHEREAS, the Pilchuck Soccer Alliance has offered to donate fifty thousand dollars (\$50,000.00) to the City; and,

WHEREAS, the purpose of the donation by the Pilchuck Soccer Alliance is to support the City's construction of an artificial turf field at the Strawberry Fields Athletic Complex; and,

WHEREAS, section 3.96.010 of the municipal code authorizes the City to accept and use the above-described gift consistent with the donor's intent.

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

The City of Marysville hereby gratefully accepts the gift of fifty thousand dollars (\$50,000.00) from the Pilchuck Soccer Alliance, to be used to support the construction of an artificial turf field at the Strawberry Fields Athletic Complex.

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

CITY OF MARYSVILLE

By _____
Jon Nehring, MAYOR

Attest:

By _____
Tina Brock, CITY CLERK

Approved as to form:

By _____
Jon Walker, CITY ATTORNEY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Burton Eggertsen, Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** Amending MMC 5.02.040 by Increasing the Business License Exemption Threshold

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

SUMMARY: The Department of Revenue is requiring all cities to (a) increase the business-license exemption threshold from \$2,000 to \$4,000, and (b) to include CPI adjustments to that threshold every four years. These changes must take effect by January 1, 2026. The proposed ordinance adopts the DOR's model language that will meet these requirements.

ATTACHMENTS:

[Ordinance - Threshold Exemption Increase 9.18.2025.docx](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING MMC 5.02.040 BY INCREASING THE BUSINESS
LICENSE EXEMPTION THRESHOLD.**

WHEREAS, the Department of Revenue is requiring all cities to adopt higher exemption thresholds for business licenses by January 1, 2026; and

WHEREAS, the Department of Revenue is furthermore requiring cities to include inflation-based adjustments to their exemption thresholds for business licenses.

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

SECTION 1. MMC 5.02.040 is amended as set forth in **Exhibit A**.

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

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

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 20____.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

5.02.040 Exempt businesses.

To the extent set forth in this section, the following persons and businesses shall be exempt from the registration, license, and/or license fee requirements as outlined in this chapter:

(1) Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000. The exemption does not apply to regulatory license requirements or activities that require a specialized permit;

(a) Beginning January 1, 2026, the threshold amount is \$4000. The threshold amount will be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index ("CPI") for "West Urban, All Urban Consumers" (CPI-U) for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight month) CPI increase using each 12-month period ending on June 30 of each prior year, and rounded to the nearest \$100. However, if any of the annual CPI increases are more than five (5) percent, a five (5) percent increase will be used in computing the annual basis and if any of the annual CPI decreased during the forty-eight-month period, a zero (0) percent increase will be used in computing the annual basis.

(2) Nonprofit activities carried on by religious, charitable, benevolent, fraternal or social organizations;

(3) Public utility companies;

(4) Any instrumentality of the United States, state of Washington, or political subdivision thereof with respect to the exercise of governmental functions;

(5) National banks, state banks, trust companies, mutual savings banks, credit unions and building and loan associations, with respect to their banking business, trust business, or savings and loan business;

(6) Farmers or gardeners selling their own unprocessed farm products raised or grown exclusively upon lands owned or occupied by them;

(7) Garage sales conducted on residential premises in compliance with the city zoning code;

(8) Any business which operates only during the annual Strawberry Festival, and which is authorized by the entity which holds the Strawberry Festival master permit;

(9) Any business which sublets or purchases space from a farmer's market where the sponsor leases property owned by the city of Marysville; provided, the sponsor/lessee shall not be exempt from the business license requirements of this chapter;

(10) Any person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, that engages in no other activities in or with the city but the following:

(a) Meeting with suppliers of goods and services as a customer.

(b) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.

(c) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

(d) Renting tangible or intangible property as a customer when the property is not used in the city.

(e) Attending, but not participating in, a "trade show" or "multiple vendor events." Persons participating at a trade show shall review the city's trade show or multiple vendor event ordinances.

(f) Conducting advertising through the mail.

(g) Soliciting sales by phone from a location outside the city.

(11) A seller located outside the city merely delivering goods into the city by means of common carrier is not required to register and obtain a business license; provided, that it engages in no other business activities in the city. Such activities do not include those in subsection (10) of this section.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 22, 2025

SUBMITTED BY: Jennifer Stapleton, Executive

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** Amending the 2025-26 Biennial Budget and Providing for the Increase/Decrease of Certain Expenditure Items as Budgeted for in Ordinance 3325

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No____.

SUMMARY: This Ordinance amends the 2025 Biennial Budget with new information not available at the time of budget adoption. The attached memo will provide additional details for the amendment request.

ATTACHMENTS:

[2025 Q3 Budget Memo.docx](#)
[091925 Budget Ordinance.pdf](#)



MARYSVILLE
EXECUTIVE OFFICE

MEMORANDUM

TO: Mayor and City Council

FROM: Jennifer Stapleton, City Administrator

DATE: September 19, 2026

RE: Q3 2025-26 Budget Amendment Memo

This budget ordinance provides course corrections based on new information for the 2025-2026 biennial budget that was not known at the time of budget adoption. Staff routinely bring budget amendments to be transparent and accountable.

A budget amendment is a recurring budget process step; staff accumulates new information anticipating bringing adjustments of this type to Council, and is typically for one of four reasons:

- 1) New additional revenue makes it possible to approve additional related expenses,
- 2) Prior-year budgeted obligations need to be rolled forward to match disbursement in the current year, if not yet disbursed by February 7th,
- 3) Accumulated fund balances can be appropriated, and
- 4) Corrections or changes between funds.

2025-266 revenue adjustments included in this amendment total \$8,218,141. Expenditure adjustments total \$14,269,337.

This budget amendment includes \$2,876,300 in utility taxes from recycling revenues due to the General Fund from the Solid Waste fund for years 2022-2025. It also includes an additional \$2,000,000 in school mitigation funds received over the original budget. These fees are passed through to the school district.

Expenses include rebudgeting the Interfor Fill and associated engineering services from the Waterworks Construction Fund 402 to the General Fund because the property is owned by the General Fund. Expenses for the housing swap at 4822 61st NE have been rebudgeted from the Affordable Housing Fund 115 to the General Fund.

Two traffic mitigation fee credit refunds are included which were not in the original budget.

Conversion of a second field to artificial turf at Strawberry Fields is included as a new project. Expenses for additional improvements at the Police Evidence Building have also been included specifically for HVAC, fencing and camera upgrades to ensure appropriate levels of security at the facility.

Also included in this budget amendment is replacement of the police firearms.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE
2025-2026 BIENNIAL BUDGET AND PROVIDING FOR THE
INCREASE/DECREASE OF CERTAIN EXPENDITURE ITEMS AS
BUDGETED FOR IN ORDINANCE NO. 3325.

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

Section 1. Since the adoption of the 2025-2026 budget by the City Council on November 25, 2024, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures in the 2025-2026 budget. The following funds as referenced in Ordinance No. 3325 are hereby amended to read as follows:

Description		2025 Rev Adj	2026 Rev Adj	2025 Exp Adj	2026 Exp Adj	Ending Fund Balance Adjustment
General Fund						
1 New Revenue	Interpreter Service Grant	6,826	6,826	6,826	6,826	-
1 New Revenue	Training Grant Courts	4,000	8,000	4,000	8,000	-
1 New Revenue	Criminal Justice Training Commission Accreditation Award	43,478		43,478		-
1 New Revenue	Criminal Justice Training Commission Officer Wellness Grant	20,000		20,000		-
1 New Revenue	Utility Taxes	2,876,300				2,876,300
3 Use of FB	Evidence Building HVAC, Fence, Cameras			90,000		(90,000)
3 Use of FB	PD Firearms Replacement			155,000		(155,000)
3 Use of FB	Traffic Light Damage Repairs			150,000		(150,000)
3 Use of FB	PUD Rate Increase			190,000		(190,000)
3 Use of FB	Jatheon Contract - Archiving Compliance Solution			109,756	113,597	(223,353)
3 Use of FB	Additional funding for Labor Attorney & AWC Membership			71,000		(71,000)
3 Use of FB	Additional funding needed for Fleet Repairs			128,966		(128,966)
3 Use of FB	Additional funding needed for PD Fleet Upfits			15,000		(15,000)
3 Use of FB	Claims for Damage			45,500		(45,500)
4 Correction	Interfor Fill - move from 402 to 001			1,898,320		(1,898,320)
3 Use of FB	Perteet Engineering Services			134,000		(134,000)
4 Correction	Fund Repayment - Housing Swap - 4822 61st NE			561,877		(561,877)
Total General Fund		2,950,604	14,826	3,623,723	128,423	(786,716)
I/Net - Fund 108						
3 Use of FB	Granicus			9,000		(9,000)
3 Use of FB	Fiber Removal 1049 State Ave			35,000		(35,000)
3 Use of FB	Council Chambers upgrade - ADA Compliance			50,000		(50,000)
3 Use of FB	I-Net Maintenance			500		(500)
Total I/Net		-	-	94,500	-	(94,500)

Description		2025 Rev Adj	2026 Rev Adj	2025 Exp Adj	2026 Exp Adj	Ending Fund Balance Adjustment
Transportation Improvement District - Fund 114						
3	Use of FB Additional Funding for R2002 Sunnyside Blvd & 53rd Ave			185,000		(185,000)
						-
Total Transportation Improvement District		-	-	185,000	-	(185,000)
Affordable Housing - Fund 115						
4	Correction Fund Repayment - Housing Swap - 4822 61st NE	561,877				561,877
4	Correction General Fund Loan Repayment - 1095 Alder Street			464,206		(464,206)
						-
Total Affordable Housing		561,877	-	464,206	-	97,671
School Mitigation - Fund 116						
1	New Revenue Payments received over original budget	2,000,000		2,000,000		-
						-
Total School Mitigation		2,000,000	-	2,000,000	-	-
GMA Streets - Fund 305						
3	Use of FB Traffic Mitigation Fee Credit - 87th & Soper Hill Road			685,746		(685,746)
3	Use of FB Traffic Mitigation Fee Credit - 172nd & 19th RAB (The Lodge Phase 4)			508,032		(508,032)
1	New Revenue Additional TBD Funding for R2002 Sunnyside Blvd & 53rd Ave	185,000		185,000		-
						-
Total GMA Streets		185,000	-	1,378,778	-	(1,193,778)
Parks Construction - Fund 310						
1	New Revenue Strawberry Fields Turf	1,800,000		1,900,000		(100,000)
1	New Revenue Amazon Grant for Strawberry Fields Turf	50,000				50,000
1	New Revenue Pilchuck Soccer Alliance Grant for Strawberry Fields Turf	50,000				50,000
						-
Total GMA Parks		1,900,000	-	1,900,000	-	-
City Facilities - Fund 314						
1	New Revenue Evidence Building HVAC, Fence, Cameras	90,000		90,000		-
						-
Total City Facilities		90,000	-	90,000	-	-
Residential Density Incentive - Fund 315						
3	Use of FB Strawberry Fields Turf			1,800,000		(1,800,000)
						-
						-
Total Residential Density Incentive		-	-	1,800,000	-	(1,800,000)
Water/Sewer Operating - Fund 401						
1	New Revenue PUD Funding for tree removal	13,622		13,622		-
3	Use of FB Lake Goodwin pump replacement			150,000		(150,000)
3	Use of FB WWTP Plant upgrade study			75,000		(75,000)
3	Use of FB PUD Rate Increase			77,000		(77,000)
3	Use of FB Fleet additional funding			37,226		(37,226)
						-
Total Waterworks Utility		13,622	-	352,848	-	(339,226)

Description		2025 Rev Adj	2026 Rev Adj	2025 Exp Adj	2026 Exp Adj	Ending Fund Balance Adjustment
Water/Sewer Construction Fund - Fund 402						
3	Use of FB Reservoir Cathodic Protection (W2303) Additional Funding			61,000		(61,000)
4	Correction Interfor Fill - move from 402 to 001			(1,898,320)		1,898,320
						-
Total Waterworks Construction		-	-	(1,837,320)	-	1,837,320
Solid Waste - Fund 410						
3	Use of FB Waste Management Recycling Services			570,000		(570,000)
3	Use of FB Curotto Purchase			47,000		(47,000)
3	Use of FB Utility Taxes			2,876,300		(2,876,300)
3	Use of FB Additional funding needed for Fleet Repairs			50,667		(50,667)
Total Solid Waste		-	-	3,543,967	-	(3,543,967)
Fleet Maintenance - Fund 501						
1	New Revenue Additional funding needed for Fleet Repairs	216,859		216,859		-
1	New Revenue Police Vehicles additional funding	15,000		15,000		-
1	New Revenue Curotto Purchase	47,000		47,000		-
						-
Total Fleet Maintenance		278,859	-	278,859	-	-
Information Services - Fund 503						
1	New Revenue Jatheon Contract - Archiving Compliance Solution	109,756	113,597	109,756	113,597	-
						-
Total Information Services		109,756	113,597	109,756	113,597	-
Unemployment Insurance - Fund 510						
3	Use of FB Increase in claims			43,000		(43,000)
						-
Total Unemployment Insurance		-	-	43,000	-	(43,000)
GRAND TOTAL		8,089,718	128,423	14,027,317	242,020	(6,051,196)

The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. Except as provided herein, all other provisions of Ordinance No. 3325 shall remain in full force and effect, unchanged.

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

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2025.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A – 2025-2026 Amendment Account Detail

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
General Fund	001	Beginning Fund Balance	\$ 16,273,531	\$ 16,273,531	\$ -
General Fund	001	Revenue	133,213,376	136,178,805	2,965,429
General Fund	001	Expenditures	144,622,681	148,374,826	3,752,145
General Fund	001	Ending Fund Balance	4,864,226	4,077,510	(786,716)
Cumulative Reserve	005	Beginning Fund Balance	1,490,190	1,490,190	-
Cumulative Reserve	005	Revenue	-	-	-
Cumulative Reserve	005	Expenditures	-	-	-
Cumulative Reserve	005	Ending Fund Balance	1,490,190	1,490,190	-
City Street	101	Beginning Fund Balance	-	-	-
City Street	101	Revenue	2,744,000	2,744,000	-
City Street	101	Expenditures	2,600,000	2,600,000	-
City Street	101	Ending Fund Balance	144,000	144,000	-
Drug Enforcement	103	Beginning Fund Balance	44,825	44,825	-
Drug Enforcement	103	Revenue	16,000	16,000	-
Drug Enforcement	103	Expenditures	56,000	56,000	-
Drug Enforcement	103	Ending Fund Balance	4,825	4,825	-
Tribal Gaming Fund	104	Beginning Fund Balance	45,690	45,690	-
Tribal Gaming Fund	104	Revenue	25,000	25,000	-
Tribal Gaming Fund	104	Expenditures	70,000	70,000	-
Tribal Gaming Fund	104	Ending Fund Balance	690	690	-
Hotel/Motel Tax	105	Beginning Fund Balance	453,611	453,611	-
Hotel/Motel Tax	105	Revenue	533,180	533,180	-
Hotel/Motel Tax	105	Expenditures	390,868	390,868	-
Hotel/Motel Tax	105	Ending Fund Balance	595,923	595,923	-
I/NET	108	Beginning Fund Balance	602,262	602,262	-
I/NET	108	Revenue	200,000	200,000	-
I/NET	108	Expenditures	42,000	136,500	94,500
I/NET	108	Ending Fund Balance	760,262	665,762	(94,500)
CDBG	109	Beginning Fund Balance	108,368	108,368	-
CDBG	109	Revenue	828,270	828,270	-
CDBG	109	Expenditures	828,270	828,270	-
CDBG	109	Ending Fund Balance	108,368	108,368	-
GMA - REET I	110	Beginning Fund Balance	2,866,419	2,866,419	-
GMA - REET I	110	Revenue	4,195,320	4,195,320	-
GMA - REET I	110	Expenditures	5,933,772	5,933,772	-
GMA - REET I	110	Ending Fund Balance	1,127,968	1,127,968	-
GMA - REET II	111	Beginning Fund Balance	2,594,199	2,594,199	-
GMA - REET II	111	Revenue	4,195,320	4,195,320	-
GMA - REET II	111	Expenditures	5,733,772	5,733,772	-
GMA - REET II	111	Ending Fund Balance	1,055,748	1,055,748	-

EXHIBIT A – 2025-2026
Amendment Account Detail-Continued

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
Transp Benefit District	114	Beginning Fund Balance	8,329,918	8,329,918	-
Transp Benefit District	114	Revenue	9,131,625	9,131,625	-
Transp Benefit District	114	Expenditures	8,312,346	8,497,346	185,000
Transp Benefit District	114	Ending Fund Balance	9,149,197	8,964,197	(185,000)
Affordable Housing	115	Beginning Fund Balance	489,470	489,470	-
Affordable Housing	115	Revenue	189,205	751,082	561,877
Affordable Housing	115	Expenditures	180,000	644,206	464,206
Affordable Housing	115	Ending Fund Balance	498,675	596,346	97,671
School Mitigation	116	Beginning Fund Balance	125,774	125,774	-
School Mitigation	116	Revenue	2,000,000	4,000,000	2,000,000
School Mitigation	116	Expenditures	2,000,000	4,000,000	2,000,000
School Mitigation	116	Ending Fund Balance	125,774	125,774	-
LTGO Debt Service	206	Beginning Fund Balance	173,582	173,582	-
LTGO Debt Service	206	Revenue	11,120,888	11,120,888	-
LTGO Debt Service	206	Expenditures	12,021,000	12,021,000	-
LTGO Debt Service	206	Ending Fund Balance	(726,530)	(726,530)	-
LID 71 Debt Service	271	Beginning Fund Balance	35,996	35,996	-
LID 71 Debt Service	271	Revenue	624,000	624,000	-
LID 71 Debt Service	271	Expenditures	676,936	676,936	-
LID 71 Debt Service	271	Ending Fund Balance	(16,940)	(16,940)	-
LID Guaranty Fund	299	Beginning Fund Balance	683,447	683,447	-
LID Guaranty Fund	299	Revenue	-	-	-
LID Guaranty Fund	299	Expenditures	20,000	20,000	-
LID Guaranty Fund	299	Ending Fund Balance	663,447	663,447	-
Streets Construction	305	Beginning Fund Balance	1,779,132	1,779,132	-
Streets Construction	305	Revenue	30,543,124	30,728,124	185,000
Streets Construction	305	Expenditures	30,041,124	31,419,902	1,378,778
Streets Construction	305	Ending Fund Balance	2,281,132	1,087,354	(1,193,778)
Park Construction	310	Beginning Fund Balance	419,131	419,131	-
Park Construction	310	Revenue	5,372,273	7,272,273	1,900,000
Park Construction	310	Expenditures	5,040,101	6,940,101	1,900,000
Park Construction	310	Ending Fund Balance	751,303	751,303	-
City Facilities	314	Beginning Fund Balance	5,621	5,621	-
City Facilities	314	Revenue	559,580	649,580	90,000
City Facilities	314	Expenditures	259,580	349,580	90,000
City Facilities	314	Ending Fund Balance	305,621	305,621	-

EXHIBIT A – 2025-2026
Amendment Account Detail-Continued

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
Residential Density Inc	315	Beginning Fund Balance	-	-	-
Residential Density Inc	315	Revenue	4,131,903	4,131,903	-
Residential Density Inc	315	Expenditures	-	1,800,000	1,800,000
Residential Density Inc	315	Ending Fund Balance	4,131,903	2,331,903	(1,800,000)
Water/Sewer Utilities	401	Beginning Fund Balance	19,026,586	19,026,586	-
Water/Sewer Utilities	401	Revenue	71,779,186	71,792,808	13,622
Water/Sewer Utilities	401	Expenditures	82,659,870	83,012,718	352,848
Water/Sewer Utilities	401	Ending Fund Balance	8,145,902	7,806,676	(339,226)
Wtr/Sewer Const Fund	402	Beginning Fund Balance	19,696,059	19,696,059	-
Wtr/Sewer Const Fund	402	Revenue	28,801,690	28,801,690	-
Wtr/Sewer Const Fund	402	Expenditures	30,086,351	28,249,031	(1,837,320)
Wtr/Sewer Const Fund	402	Ending Fund Balance	18,411,398	20,248,718	1,837,320
Garbage & Refuse	410	Beginning Fund Balance	8,613,918	8,613,918	-
Garbage & Refuse	410	Revenue	32,773,136	32,773,136	-
Garbage & Refuse	410	Expenditures	33,058,183	36,602,150	3,543,967
Garbage & Refuse	410	Ending Fund Balance	8,328,871	4,784,904	(3,543,967)
Golf Course	420	Beginning Fund Balance	1,240,495	1,240,495	-
Golf Course	420	Revenue	7,597,103	7,597,103	-
Golf Course	420	Expenditures	8,872,351	8,872,351	-
Golf Course	420	Ending Fund Balance	(34,753)	(34,753)	-
Utility Debt Service	450	Beginning Fund Balance	2,916,081	2,916,081	-
Utility Debt Service	450	Revenue	7,897,926	7,897,926	-
Utility Debt Service	450	Expenditures	7,899,526	7,899,526	-
Utility Debt Service	450	Ending Fund Balance	2,914,481	2,914,481	-
Fleet Services	501	Beginning Fund Balance	83,885	83,885	-
Fleet Services	501	Revenue	9,673,013	9,951,872	278,859
Fleet Services	501	Expenditures	9,673,013	9,951,872	278,859
Fleet Services	501	Ending Fund Balance	83,885	83,885	-
Facility Maintenance	502	Beginning Fund Balance	49,270	49,270	-
Facility Maintenance	502	Revenue	2,842,225	2,842,225	-
Facility Maintenance	502	Expenditures	2,842,225	2,842,225	-
Facility Maintenance	502	Ending Fund Balance	49,270	49,270	-
Information Services	503	Beginning Fund Balance	544,264	544,264	-
Information Services	503	Revenue	7,615,151	7,838,504	223,353
Information Services	503	Expenditures	7,563,151	7,786,504	223,353
Information Services	503	Ending Fund Balance	596,264	596,264	-

EXHIBIT A – 2025-2026
Amendment Account Detail-Continued

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)			
Unemployment Insurance	510	Beginning Fund Balance	128,569	128,569	-			
Unemployment Insurance	510	Revenue	163,687	163,687	-			
Unemployment Insurance	510	Expenditures	50,000	93,000	43,000			
Unemployment Insurance	510	Ending Fund Balance	242,256	199,256	(43,000)			
Risk Management	511	Beginning Fund Balance	2,958,910	2,958,910	-			
Risk Management	511	Revenue	2,112,060	2,112,060	-			
Risk Management	511	Expenditures	3,902,100	3,902,100	-			
Risk Management	511	Ending Fund Balance	1,168,870	1,168,870	-			
Medical Insurance	512	Beginning Fund Balance	2,649,243	2,649,243	-			
Medical Insurance	512	Revenue	14,588,946	14,588,946	-			
Medical Insurance	512	Expenditures	16,158,594	16,158,594	-			
Medical Insurance	512	Ending Fund Balance	1,079,595	1,079,595	-			
			Net Increase/(Decrease)		\$ (6,051,196)	Sum of Ending Fund changes		