



**CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 23, 2024 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

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

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

- A. Swearing-in of Custody Corporal Devin Britton
[Oath Custody Corporal Devin Britton.docx](#)
- B. Swearing-in of Sergeant David McKenna
[Oath Police Sgt David McKenna.docx](#)
- C. Swearing-in of Police Corporal TJ San Miguel
[Oath Police Corporal TJ San Miguel.docx](#)
- D. Proclamation Declaring Sept. 30, 2024, Indian Boarding School Remembrance Day in Marysville
[Indian Boarding School Remembrance Day 2024.pdf](#)
- E. Proclamation Declaring October 2024 as Domestic Violence Awareness Month in Marysville
[Domestic Violence Awareness Month 2024.pdf](#)

- F. Proclamation Declaring Oct. 7-11, 2024, as Code Enforcement Appreciation Week in Marysville
[Code Enforcement Appreciation Week 2024.pdf](#)

Public Comment

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

1. September 3, 2024, City Council Work Session Minutes
[WS 09032024.docx](#)
2. September 9, 2024, City Council Meeting Minutes
[CC 09092024.docx](#)

Consent

3. September 4, 2024, Claims in the Amount of \$1,123,078.90 Paid by EFT Transactions and Check Numbers 172269 through 172370 with Check Number 172012 Voided
[090424.rtf](#)
4. September 10, 2024 Payroll in the Amount of \$2,119,352.23 Paid by EFT Transactions and Check Numbers 35443 through 35456
5. September 11, 2024 Claims in the Amount of \$3,515,405.11 Paid by EFT Transactions and Check Numbers 172371 through 172504
[09112024.pdf](#)

Review Bids

Public Hearings

6. CDBG – Program Year 2023 Consolidated Annual Performance and Evaluation Report (CAPER)
Recommended Motion: I move to authorize the Mayor to approve the Community Development Block Grant Program Year 2023 Consolidated Annual Performance and Evaluation Report and direct Staff to provide a summary of, and response to any comments received during the public hearing into the Report, and forward to the U.S. Department of Housing and Urban Development.
[Draft PY2023 CAPER for Public Comment.pdf](#)

New Business

7. Freedom Run 5K - Special Event Permit (SEP24-002)
Recommended Motion: I move to approve the Special Event Permit for Freedom Run 5K, to be held exclusively in the grassy area of Ebey Waterfront Park and Ebey Water Front Trail, subject to the conditions outlined in the Staff Recommendation.
[E013 - Staff Recommendation - SEP24-002.pdf](#)

8. Professional Services Agreement with Reichardt & Ebe Engineering Inc. for construction management services for the 53rd Ave NE and 61st St NE Intersection and Shared-Use Path Improvements project.
Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Reichardt & Ebe Engineering Inc.
[PSA_53rd Ave NE 61st NE - R&E_09-13-24.pdf](#)
9. 2025 Transportation Benefit District (TBD) Projects
Recommended Motion: I move to approve the 2025 Transportation Benefit District Projects.
[2025 TBD Projects.pptx](#)
10. First Amendment to Medical Services Agreement between City of Marysville and Rae Boyd APRN BC, PLLC.
Recommended Motion: I move to authorize the Mayor to sign and execute the first amendment to medical services regarding blood draw provisions between the City of Marysville and Rae Boyd.
[Amendment to Medical Contract.pdf](#)
[Agreement - Rae Boyd - Jail Medical Services.pdf](#)
11. Fiscal Year 2024 Local Justice Assistance Grant
Recommended Motion: I move to authorize the Mayor to sign and execute the F24 JAG grant agreement.
[FY24 Local JAG Grant Application.pdf](#)
12. Interlocal Agreement between the Marysville Police Department and the Internet Crimes Against Children (ICAC) Task Force
Recommended Motion: I move to authorize the Mayor to sign and execute the interlocal agreement with the ICAC Task Force.
[2024 Marysville PD.docx](#)
[ICAC Standards - Final_11.01.23.pdf](#)
13. Interagency Agreement between Washington State Administrative Office of the Courts and Marysville Municipal Court for the Language Access and Interpreter Reimbursement Program (LAIRP)
Recommended Motion: I move to authorize the Mayor to sign and execute the Interagency Agreement between Washington State Administrative Office of the Courts and Marysville Municipal Court for reimbursement of qualified interpreter services.
[IAA25482-Marysville-LAIRP-FY25.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 23, 2024

SUBMITTED BY: Confidential Administrative Assistant Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: **Presentations**

SUBJECT: Swearing-in of Custody Corporal Devin Britton

SUGGESTED ACTION:

SUMMARY: Custody Officer Devin Britton has been promoted to Custody Corporal. It is requested that Mayor Nehring swear him in to his new position.

ATTACHMENTS:

[Oath Custody Corporal Devin Britton.docx](#)



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



Custody Corporal
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, Devin Britton, 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 Custody Corporal for the City of Marysville, according to the best of my ability, so help me God.

Signed this 23rd day of September, 2024.

Devin Britton
Custody Corporal

Erik Scairpon
Chief of Police

Jon Nehring
Mayor

Tina Brock
City Clerk



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 23, 2024

SUBMITTED BY: Confidential Administrative Assistant Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: **Presentations**

SUBJECT: Swearing-in of Sergeant David McKenna

SUGGESTED ACTION:

SUMMARY: Requesting that Mayor Nehring swear Police Sergeant David McKenna into service at his new rank of Sergeant.

ATTACHMENTS:
[Oath Police Sgt David McKenna.docx](#)



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



Police Sergeant
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, David McKenna, 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 Sergeant for the City of Marysville, according to the best of my ability, so help me God.

Signed this 23rd day of September, 2024

David McKenna
Police Sergeant

Erik Scairpon
Chief of Police

Jon Nehring
Mayor

Tina Brock
City Clerk



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 23, 2024

SUBMITTED BY: Confidential Administrative Assistant Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: **Presentations**

SUBJECT: Swearing-in of Police Corporal TJ San Miguel

SUGGESTED ACTION:

SUMMARY: Police Officer TJ San Miguel has been promoted to the rank of Corporal. Mayor Nehring is requested to swear her in to her new rank.

ATTACHMENTS:
[Oath Police Corporal TJ San Miguel.docx](#)



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



Police Corporal
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, TJ San Miguel, 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 23rd day of September, 2024.

TJ San Miguel
Police Corporal

Erik Scairpon
Chief of Police

Jon Nehring
Mayor

Tina Brock
City Clerk



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 23, 2024

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring Sept. 30, 2024, Indian Boarding School Remembrance Day in Marysville

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[Indian Boarding School Remembrance Day 2024.pdf](#)

PROCLAMATION

Declaring Sept. 30, 2024, Indian Boarding School Remembrance Day in Marysville

- WHEREAS, starting in 1819, the Native assimilation era led to the development of about 523 government-funded Indian boarding schools in 38 U.S. states whose purpose was to culturally assimilate American Indian and native Alaskan and Hawaiian children by forcibly removing them from their families and communities; and
- WHEREAS, in 1869, the United States government began directly funding the Tulalip Mission School of St. Anne's; and
- WHEREAS, in 1893, federal legislation allowed government agents to forcibly remove children from their families if necessary to enforce attendance to boarding schools where they were forbidden to speak their Native languages and severely punished if they did so, and "these schools denied any links to language, land, culture, food and community," according to the late Lena Jones, longtime Education Curator for the Hibulb Cultural Center; and
- WHEREAS, the Tulalip Indian Boarding School opened in 1857, two years after the signing of the Treaty of Point Elliott, to children as young as 3 who were forcibly removed from their homes in Washington and Alaska with little to no contact with their families during the school year; and
- WHEREAS, students at Indian boarding schools endured harsh conditions including physical abuse, mental abuse and sexual abuse as well as malnutrition, overcrowding and excessive student labor that contributed to the deaths of thousands of Native children in these schools, some buried in marked graves and others buried in unmarked graves; and
- WHEREAS, the Tulalip Boarding School closed in 1932, but it was not until 1990 that the Native American Language Act decried past federal policies that criminalized the use of Native languages; and
- WHEREAS, since 2021 the Tulalip Tribes have recognized Sept. 30 as National Day of Remembrance adopted from Canada's Day of Reconciliation as a way to remember and honor the healing journey of survivors and descendants of the Tulalip Boarding School;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim Sept. 30, 2024, as

INDIAN BOARDING SCHOOL REMEMBRANCE DAY

in the City of Marysville in support of our Tulalip neighbors, residents and their ancestors who experienced unimaginable atrocities in the name of civilization. May we learn from history and embrace all cultures.

Under my hand and seal this twenty-third day of September, 2024.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 23, 2024

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring October 2024 as Domestic Violence Awareness Month in Marysville

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[Domestic Violence Awareness Month 2024.pdf](#)



PROCLAMATION

Declaring October 2024 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 2023 Marysville Police had 479 cases involving a domestic violence offense and made 442 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. 16, in Comeford Park.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim October 2024 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-third day of September, 2024.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 23, 2024

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring Oct. 7-11, 2024, as Code Enforcement Appreciation Week in Marysville

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[Code Enforcement Appreciation Week 2024.pdf](#)



PROCLAMATION

Declaring Oct. 7-11, 2024, 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 2023 the city Code Enforcement investigated 401 new cases and closed 405 cases, mostly involving abandoned or junk vehicles, nuisance properties and other neighborhood eyesores; and

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim Oct. 7-11, 2024, 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-third day of September, 2024.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 23, 2024

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: September 3, 2024, City Council Work Session Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[WS 09032024.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Work Session
September 3, 2024**

Call to Order

Mayor Nehring called the meeting to order at 7:03 p.m.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Connie Mennie called the roll.

Present: Mayor Nehring, Councilmember Condyles, Councilmember James, Councilmember King, Council President Stevens, Councilmember Muller, Councilmember Norton

Excused: Councilmember Richards

Staff: City Administrator Jennifer Stapleton, City Attorney Jon Walker, Chief Scairpon, Finance Director Jennifer Ferrer-Santa Ines, Communications Manager Connie Mennie, Public Works Director Jeff Laycock, IT Director Stephen Doherty, Community Development Director Haylie Miller, Planning Manager Chris Holland (via Zoom), Fire Chief Vander Pol, Information Systems Administrator Chris Brown, IT Services Supervisor Jeremiah Nyman (via Zoom), Computer Technician Xay Keomongkhoun (via Zoom), Scott Allen (via Zoom),

Motion to excuse the absence of Councilmember Richards moved by Council President Stevens seconded by Councilmember James.

AYES: ALL

Approval of the Agenda

Motion to approve the agenda and waive normal work session rules in order to take action tonight moved by Councilmember Norton seconded by Councilmember Muller.

AYES: ALL

Presentations

A. Mayor's Volunteer of the Month Award

Mayor Nehring recognized Quinton Freeman as the volunteer of the month for his service to the community.

B. Strategies 360: Paul Berendt, Executive Vice President and Stephanie Wright, Senior Vice President, Federal Relations - Introductions & Overview

Executive Vice President Paul Berendt and Senior Vice President Stephanie Wright made a presentation regarding Strategies 360's work on behalf of Marysville in Olympia and relevant current issues.

C. Community Development Project Update

Director Miller gave a quarterly project update on development around the city.

Discussion Items

Approval of Minutes

1. July 1, 2024 City Council Work Session Minutes

WS 07012024.docx

2. July 8, 2024 City Council Meeting Minutes

07082024 CC.docx

3. July 22, 2024 City Council Meeting Minutes

CC 072220224.docx

Consent

4. July 10, 2024 Payroll in the Amount of \$2,311,861.33 Paid by EFT Transactions and Check Numbers 35353 through 35375 (Action Requested September 3, 2024).
5. July 24, 2024 Claims in the Amount of \$522,594.45 Paid by EFT Transactions and Check Numbers 171525 through 171652 with Check Numbers 157508, 169434, 170361, 170632 and 170405 Voided (Action Requested September 3, 2024).

072424.rtf

6. July 31, 2024 Claims in the Amount of \$835,039.99 Paid by EFT Transactions and Check Numbers 171653 through 171764 with Check Number 170373 Voided (Action Requested September 3, 2024).

073124.rtf

Motion to approve consent agenda items 4, 5, and 6 moved by Council President Stevens seconded by Councilmember King.

AYES: ALL

7. August 7, 2024 Claims in the Amount of \$1,382,207.68 Paid by EFT Transactions and Check Numbers 171765 through 171865

080724.rtf

8. August 09, 2024 Payroll in the Amount of \$2,045,455.76 Paid by EFT Transactions and check Numbers 35404 through 35423
9. August 14, 2024 Claims in the Amount of \$1,592,394.23 Paid by EFT Transactions and Check Numbers 171866 through 171988 with Check Numbers 158075, 158639, 160973 and 171545 Voided

081424.rtf

10. August 21, 2024 Claims in the Amount of \$2,247,770.40 Paid by EFT Transactions and Check Numbers 171989 through 172141 with Check Numbers 160311 and 171839 Voided

082124.pdf

11. August 23, 2024 Payroll in the Amount of \$1,978,526.54 Paid by EFT Transactions and Check Numbers 35424 through 35440
12. August 23, 2024 Misc Payroll in the Amount of \$864.78 Paid by EFT Transactions and Check Numbers 35441 through 35442
4. July 10, 2024 Payroll in the Amount of \$2,311,861.33 Paid by EFT Transactions and Check Numbers 35353 through 35375 (Action Requested September 3, 2024).

Review Bids

13. Contract Award – 53rd Ave NE and 61st St NE Intersection and Shared-Use Path Improvements

[09-09-24_Contract_Reece.pdf](#)
[R2002_Bid Tab_07-18-24.pdf](#)

Director Laycock reviewed this item.

Public Hearings

New Business

14. Project Acceptance – Comeford Park and Restroom

[Substantial Completion Letter.pdf](#)

Director Laycock reviewed this item.

15. Project Acceptance - Cedarcrest Booster Pump Replacement

Director Laycock reviewed this item.

[Notice of Physical Completion.pdf](#)

16. Department of Ecology Grant Agreement WQC-2024-MaryPW-00205 for the 88th St NE Corridor Improvement Project

[ECOLOGY GRANT_WQC-2024-MaryPW-00205_09-09-24.pdf](#)

Director Laycock reviewed this item.

17. Maintenance Agreement with Cummins Sales and Service for Generator Maintenance

[COM - Cummins Generator Contract-Final.pdf](#)

Director Laycock reviewed this item.

18. Donation agreement with Snohomish County Department of Conservation and Natural Resources for Gissberg Twin Lakes (Action Requested September 3, 2024).

[Gissberg Twin Lakes Donation Agreement.pdf](#)
[Twin Lakes Park Map June 2023.pdf](#)
[R-2538 Transfer Ownership of Gissberg Twin Lakes Park.pdf](#)

Director Mizell reviewed this item and requested action.

Motion to authorize the Mayor to sign and execute the donation agreement with Snohomish County Department of Facilities and Fleet for 54 acres known as the

Gissberg Twin Lakes property moved by Councilmember Condyles seconded by Councilmember James.

AYES: ALL

19. [An Ordinance Amending Chapter 6.82 of the Municipal Code by Implementing Regulations for Electronic Bicycles and Clarifying Existing Regulations Relating to Bicycle Usage in City Parks.](#)

E-Bike Ordinance 8.22.24.pdf

Director Mizell reviewed this item. There was some discussion about regulations regarding safety, complaints related to e-bikes, and staff's recommendation.

Councilmember Norton said she would be more interested in regulating how bikes are used in general (such as speed) rather than regulating these kinds of bikes in particular. She had concerns about potentially discouraging their use. City Attorney Walker explained that speed would be very difficult to regulate. This has the advantage of enforceability.

Council President Stevens commented that education will be really important for this.

Councilmember James asked about accidents. Director Mizell reported there have been no reported accidents in parks, but there have been three reported accidents on roadways in the past four years. Councilmember James agreed with regulating the behavior as opposed to the bike.

Councilmember Muller discussed his personal use of e-bikes. He commented that he gets passed more often by traditional road bikes than by other e-bikes. He agrees the restrictions shouldn't be on the bikes but should be the behavior. These bikes are used mainly by people 55 and older who are not using them recklessly. Etiquette by all bike owners needs to be addressed, but the bikes should not be outlawed. He also thinks they are getting blamed for things they are not doing.

Councilmember James wondered about using speed calming techniques on trails. Director Mizell thought that there might be issues with ADA accessibility with those techniques.

Councilmember Norton asked about ways of changing behavior other than speed laws. Chief Scairpon noted that having one-on-one discussions is often helpful; so is public messaging. Reckless operation of bikes/vehicles might be something that could apply. City Attorney Walker agreed and noted they also could clarify where bikes belong and don't belong.

Council President Stevens noted that there are also electric motorcycles that should be considered.

There was consensus to focus on reckless endangerment and negligent behavior rather than the type of bikes.

20. [An Ordinance Amending Chapter 22C.130 of the Municipal Code Regarding Residential Parking Configurations.](#)

[Council Memo - Residential Parking Configurations.pdf](#)
[ORD-Residential Parking Configurations-FINAL.pdf](#)

Director Miller reviewed this item related to parking regulations. There was some discussion about how state laws compare to city codes.

21. [An Ordinance Amending the 2023-2024 Biennial Budget and Providing for the Increase/Decrease of Certain Expenditure Items as Budgeted for in Ordinance 3239.](#)

[Sept 2024 Budget Amendment Memo.docx](#)
[09_03_24_BA_Ordinance.pdf](#)

Director Ferrer-Santa Ines reviewed this item.

Motion to adopt Ordinance No. 3317 moved by Council President Stevens seconded by Councilmember Norton.

AYES: ALL

22. [Supplemental Agreement No. 2, Professional Services Agreement between City of Marysville and Government Portfolio Advisors](#)

[PSA_SuppSFGPA_Extension_.pdf](#)
[8-2024 Fee Support - Marysville.pdf](#)
[2223 - Government Portfolio Advisors - Agreement - Investment Advisory Service.pdf](#)
[2223 - Government Portfolio Advisors - Supplemental No. 1 - Investment Advisory Service.pdf](#)

Director Ferrer-Santa Ines reviewed this item.

Legal

Mayor's Business

23. [Appointment of Raymond Miller to Planning Commission \(Action Requested September 3, 2024\).](#)

[Miller Planning Commission.pdf](#)

Motion to approve the appointment of Raymond Miller to Planning Commission moved by Councilmember Muller seconded by Council President Stevens.

AYES: ALL

24. [Re-Appointment of Ivonne Sepulveda, Rachel Ralson, and Gerald Garcia to the Tourism Grant Committee \(Action Requested September 3, 2024\).](#)

[Sepulveda Tourism Grant.pdf](#)

[Ralson Tourism Grant.pdf](#)

[Garcia Tourism Grant.pdf](#)

Motion to approve the re-appointment of Ivonne Sepulveda to the Tourism Grant Committee moved by Councilmember James seconded by Councilmember Norton.

AYES: ALL

Motion to approve the re-appointment Rachel Ralson to the Tourism Grant Committee moved by Councilmember Muller seconded by Council President Stevens.

AYES: ALL

Motion to approve the re-appointment of Gerald Garcia to the Tourism Grant Committee moved by Councilmember Condyles seconded by Councilmember James.

AYES: ALL

Staff Business

Mayor's Business:

- Staff is busy drafting legislative agenda packets.
- He attended the EASC summer networking event last weekend. It was well-attended and good to catch up with folks there.
- The spray park will stay open over the weekend because it is expected to stay warm.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- He reported on the August 7 Affordable Housing Alliance meeting where they discussed 0-30% AMI housing, updates on housing elements of cities' comprehensive plans, and an update on the 2026 budget and work plan.
- He also reported on the Snohomish County Tomorrow meeting where they had a long presentation from the Washington State Transportation Commission on the proposed road usage charge. There were also discussions about the Snohomish County Land Conservation Strategy, the Snohomish County Climate Resiliency Plan, and "council governance" with SCT and SCC.
- He was pleased to notice that there have been some new fences put up along 64th.

Councilmember James commented it was good to be back. He reported on National Night Out and a CERT event at Jennings Park. He announced his oldest son got married in August.

Councilmember King:

- He asked about the new road painter. Director Laycock reported it is working well.
- He reported on the August 6 Governmental Affairs Committee meeting where they gave a report on plans for the old casino site.
- National Night Out was a success.
- The new roof is on the food bank paid for by the Community Development Block Grant fund. Next year they plan to add solar panels.
- The new fence on Cedar Avenue looks good.
- He reported on the pushing in ceremony for the new ladder truck.
- Congratulations to Quinton for his volunteer award.

Council President Stevens had no comments.

Councilmember Muller:

- He welcomed everyone back from the summer break.
- He asked about a gap in the sidewalk south of Sunnyside Elementary which looks like a safety hazard. Director Laycock will follow up.
- Also, on Sunnyside there is a huge Cedar tree on the east side of the road that is dead.

Councilmember Norton commented it was good to be back and see everyone.

Adjournment

Motion to adjourn at 8:56 p.m. moved by Councilmember Muller seconded by Council President Stevens.

AYES: ALL

Approved by City Council this ____ day of _____, 2024



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 23, 2024

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: September 9, 2024, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 09092024.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Regular Meeting
Minutes
September 9, 2024**

Call to Order

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

Invocation

Pastor Greg Kanehen 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: Community Development Director Haylie Miller, City Administrator Jennifer Stapleton, Finance Director Jennifer Ferrer-Santa Ines, Parks & Recreation Director Tara Mizell, Public Works Director Jeff Laycock, Communications Officer Connie Mennie, IT Director Stephen Doherty, Deputy City Attorney Burton Eggertsen, Network Systems Administrator Chris Brown, Chief Scairpon, Human Resources Director Megan Hodgson (via Zoom)

Approval of the Agenda

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

AYES: ALL

Presentations

A. Swearing-in of Police Officer Manpreet Kaur

Oath Police Officer M Kaur.docx

Chief Scairpon introduced Police Officer Manpreet Kaur who was sworn in by Mayor Nehring.

B. Proclamation Declaring September 17, 2024, as IT Professionals Day in Marysville

IT Professionals Day 2024.pdf

Mayor Nehring read the proclamation into the record.

C. Proclamation Declaring September 23-27, 2024, as Finance & Accounting Appreciation Week in Marysville

PROCLAMATION Finance & Accounting Appreciation Week 2024.pdf

Mayor Nehring read the proclamation into the record.

D. Proclamation Declaring September 26, 2024, Human Resource Professionals Day in Marysville

Human Resource Professionals Day 2024.pdf

Mayor Nehring read the proclamation into the record.

Public Comment

Evan Reed, 2901 Rucker Ave, Apt. 404, Everett, WA, Director, Marysville Boys and Girls Club and Owner, Bunker Arts, gave an update on trash cleanup efforts, the little free library, the bulletin board, and mural donations to local schools. He encouraged councilmembers to come visit the Boys and Girls Club and noted there is a fall harvest festival coming up on Friday, October 25 from 4-8 p.m.

Councilmembers praised the murals as a great addition to the schools.

Approval of Minutes

1. July 1, 2024 City Council Work Session Minutes

WS 07012024.docx

Motion to approve the July 1, 2024 City Council Work Session Minutes moved by Council President Stevens seconded by Councilmember Norton.

AYES: ALL

2. [July 8, 2024 City Council Meeting Minutes](#)

[07082024 CC.docx](#)

Motion to approve the July 8, 2024 City Council Meeting Minutes moved by Councilmember James seconded by Councilmember King.

VOTE: Motion carried 5 - 0

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

ABSTAIN: Councilmember Richards, Councilmember Muller

3. [July 22, 2024 City Council Meeting Minutes](#)

[CC 072220224.docx](#)

Motion to approve the July 22, 2024 City Council Meeting Minutes moved by Councilmember Muller seconded by Councilmember Condyles.

AYES: ALL

Consent

4. July 25, 2024, Payroll in the Amount of \$2,046,278.88 Paid by EFT Transactions and Check Numbers 35376 through 35403

5. August 7, 2024 Claims in the Amount of \$1,382,207.68 Paid by EFT Transactions and Check Numbers 171765 through 171865

[080724.rtf](#)

6. August 09, 2024 Payroll in the Amount of \$2,045,455.76 Paid by EFT Transactions and check Numbers 35404 through 35423

7. August 14, 2024 Claims in the Amount of \$1,592,394.23 Paid by EFT Transactions and Check Numbers 171866 through 171988 with Check Numbers 158075, 158639, 160973 and 171545 Voided

[081424.rtf](#)

8. August 21, 2024 Claims in the Amount of \$2,247,770.40 Paid by EFT Transactions and Check Numbers 171989 through 172141 with Check Numbers 160311 and 171839 Voided

[082124.pdf](#)

9. August 23, 2024 Payroll in the Amount of \$1,978,526.54 Paid by EFT Transactions and Check Numbers 35424 through 35440
10. August 23, 2024 Misc Payroll in the Amount of \$864.78 Paid by EFT Transactions and Check Numbers 35441 through 35442
11. Project Acceptance – Comeford Park and Restroom

[Substantial Completion Letter.pdf](#)

12. Project Acceptance - Cedarcrest Booster Pump Replacement

[Notice of Physical Completion.pdf](#)

13. Department of Ecology Grant Agreement WQC-2024-MaryPW-00205 for the 88th St NE Corridor Improvement Project

[ECOLOGY GRANT_WQC-2024-MaryPW-00205_09-09-24.pdf](#)

14. Maintenance Agreement with Cummins Sales and Service for Generator Maintenance

[COM - Cummins Generator Contract-Final.pdf](#)

15. Supplemental Agreement No. 2, Professional Services Agreement between City of Marysville and Government Portfolio Advisors

[PSA_SuppSFGPA_Extension_.pdf](#)

[8-2024 Fee Support - Marysville.pdf](#)

[2223 - Government Portfolio Advisors - Agreement - Investment Advisory Service.pdf](#)

[2223 - Government Portfolio Advisors - Supplemental No. 1 - Investment Advisory Service.pdf](#)

Motion to approve the consent agenda in its entirety moved by Councilmember Norton seconded by Councilmember Muller.

AYES: ALL

[Review Bids](#)

16. [Contract Award – 53rd Ave NE and 61st St NE Intersection and Shared-Use Path Improvements](#)

[09-09-24_Contract_Reece.pdf](#)

[R2002_Bid Tab_07-18-24.pdf](#)

Director Laycock reviewed this item.

Motion to authorize the Mayor to sign and execute the 53rd Ave NE and 61st St NE Intersection and Shared-Use Path Improvements Project contract with Reece Construction Company in the amount of \$1,833,727.00 and approve a management reserve of \$183,373.00 for a total allocation of \$2,017,100.00 moved by Councilmember Muller seconded by Councilmember Norton.

AYES: ALL

Public Hearings

New Business

17. [An Ordinance Amending Chapter 22C.130 of the Municipal Code Regarding Residential Parking Configurations.](#)

[Council Memo - Residential Parking Configurations.pdf](#)
[ORD-Residential Parking Configurations-FINAL.pdf](#)

Director Miller reviewed the ordinance related to parking and loading standards.

Motion to adopt Ordinance No. 3318 moved by Councilmember Muller seconded by Council President Stevens.

AYES: ALL

Legal

Mayor's Business

18. [Appointment of Elizabeth Millett and Re-Appointment of Patricia Dalrymple, Doug Buell, and Andrew Hintz to the Salary Commission.](#)

Salary Commission Appointments.pdf

Motion to confirm the appointment of Elizabeth Millett to the Salary Commission moved by Councilmember Muller seconded by Council President Stevens.

AYES: ALL

Motion to confirm the re-appointment of Patricia Dalrymple to the Salary Commission moved by Councilmember Norton seconded by Councilmember Muller.

AYES: ALL

Motion to confirm the re-appointment of Doug Buell to the Salary Commission moved by Councilmember King seconded by Council President Stevens.

AYES: ALL

Motion to confirm the re-appointment of Andrew Hintz to the Salary Commission moved by Councilmember Condyles seconded by Councilmember James.

AYES: ALL

19. Appointment Ryan Brown to the Hotel/Motel Tourism Grant Committee.

Brown - Hotel-Motel Tourism Grant.pdf

Motion to confirm the appointment of Ryan Brown to the Hotel/Motel Tourism Grant Committee moved by Councilmember Norton seconded by Councilmember Condyles.

AYES: ALL

Mayor's Business:

- He updated the Council on the Mayor and Business Leaders' Group on Public Safety's work on addressing some of the issues they are facing.
- The October 7 meeting will start at 6:00 p.m. because of the budget.
- He invited everyone to the 9/11 event at 8:30 a.m.

Staff Business

Director Mizell:

- The first big luncheon from the grant they received through Snohomish County will be on Wednesday at the Opera House. It will be a spaghetti lunch with dancing.
- Saturday is Touch-a-Truck from 10-1.
- There is a pickleball tournament this weekend with 80+ teams participating.
- The City's Trick or Treat event will be on October 25 from 2-4 p.m. on Delta.

Call on Councilmembers and Committee Reports

Councilmember Condyles had no comments.

Councilmember James commented he has been taking advantage of the great weather to do some local hikes.

Councilmember King:

- He reported on the Public Works Committee meeting where they discussed the Transportation Element, the Solid Waste Update, next year's Transportation Benefit District projects, upcoming pavement preservation projects, and upcoming sidewalk and lighting upgrades at Comeford Park.
- He is looking forward to Touch-a-Truck on Saturday.

Council President Stevens observed that the new fire ladder truck and improvements on 53rd were roughly the same cost.

Councilmember Richards had no comments.

Councilmember Muller:

- It is good to see the work starting on the Qwuloolt Trail.
- Thanks to Director Laycock for the sidewalk quick fix on Sunnyside.
- The 9/11 ceremony is always an important event.
- He commented on the unsightly result of cell tower pole additions that the Council approved.
- He is looking forward to Touch-a-Truck.

Councilmember Norton was pleased to welcome the new police officer. She thanked the Mayor for the update on the Mayor and Business Leaders' Group on Public Safety. She expressed appreciation to him for his work to try to make the community safer.

Adjournment

Motion to adjourn the meeting at 7:41 p.m. moved by Councilmember Muller seconded by Councilmember Norton.

AYES: ALL

Approved by City Council this ____ day of _____, 2024.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 23, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: September 4, 2024, Claims in the Amount of \$1,123,078.90
Paid by EFT Transactions and Check Numbers 172269
through 172370 with Check Number 172012 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[090424.rtf](#)

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 9/4/2024 TO 9/4/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
172269	PREMERA BLUE CROSS	CLAIMS PAID 8/18 TO 8/24/24	MEDICAL CLAIMS	116,020.56
172270	BENEFIT COORDINATORS	MEDICAL PREMIUMS	MEDICAL CLAIMS	193,501.57
172271	LICENSING, DEPT OF	MARLO SALES DEALER LIC	INTERGOVERNMENTAL	125.00
172272	LICENSING, DEPT OF	FIREARMS - CPL'S	INTERGOVERNMENTAL	1,077.00
172273	911 SUPPLY INC.	VEST - HASTINGS	COMMUNITY SERVICES UNIT	69.42
	911 SUPPLY INC.	UNIFORM - GERFIN	POLICE PATROL	154.27
	911 SUPPLY INC.	UNIFORM - JOHNSON	COMMUNITY SERVICES UNIT	313.99
	911 SUPPLY INC.	UNIFORM - METTE	COMMUNITY SERVICES UNIT	328.20
	911 SUPPLY INC.	VEST - GOTHARD	COMMUNITY SERVICES UNIT	328.20
	911 SUPPLY INC.	UNIFORM - FARLEY	PRO ACT TEAM	355.56
	911 SUPPLY INC.	UNIFORM - BREVIG	POLICE PATROL	581.11
	911 SUPPLY INC.	TIE BARS	POLICE PATROL	1,738.21
	911 SUPPLY INC.	UNIFORM - HAMBURG	POLICE PATROL	2,044.69
	911 SUPPLY INC.	VEST - WILLIAMS	POLICE PATROL	2,065.37
172274	ALEXANDER PRINTING	PRINT SERVICE	OFFICE OPERATIONS	59.50
	ALEXANDER PRINTING		POLICE PATROL	117.30
	ALEXANDER PRINTING		POLICE ADMINISTRATION	226.55
172275	ALL BATTERY SALES & ALL BATTERY SALES &	WINDSHIELD WASHER FLUID	SOLID WASTE OPERATIONS	62.36
			ER&R	187.07
172276	BARK KING	PLAYGROUND SURFACING	PARK & RECREATION FAC	9,422.08
172277	BAY ALARM COMPANY	ALARM MONITORING	PUBLIC SAFETY BLDG	380.71
172278	BICKFORD FORD	BRAKE PADS/ROTORS/WIPERS	ER&R	1,275.14
172279	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	4,088.38
172280	BIO CLEAN, INC	DECON SERVICE	DETENTION & CORRECTION	492.30
172281	BUILDERS EXCHANGE	PAVEMENT PRESERVATION PROJECT	GENL GVRNMNT SERVICES	11.80
172282	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	17,598.08
172283	CENTRAL WELDING SUPPLY	DUCT TAPE	ER&R	100.95
	CENTRAL WELDING SUPPLY	CAUTION TAPE, SHOVELS	ER&R	286.52
	CENTRAL WELDING SUPPLY	GLOVES	ER&R	579.60
	CENTRAL WELDING SUPPLY	SWEATSHIRTS, GLOVES	ER&R	1,819.10
172284	CLARK, MAXIMILLIAN	REIMBURSEMENT CLAIM #24-0017	RISK MANAGEMENT	395.64
172285	COMMERCIAL FIRE	FIRE EXTINGUISHER TAGS/SERVICES	ER&R	708.88
172286	CONSSOR NORTH AMERICA	INSPECTION/MATERIAL TESTING	GMA - STREET	112,363.45
172287	CORE & MAIN LP	REFRIGERATED SAMPLER REPLACEMENT	METER READING	7,373.44
	CORE & MAIN LP	PROCODER	METER READING	26,474.80
172288	COUNTRY SUPPLIER	UNIFORM - LANCE	UTIL ADMIN	175.88
172289	CREATIVE PRODUCT	GLOVES	GENERAL FUND	-55.96
	CREATIVE PRODUCT		POLICE PATROL	651.25
172290	CRIMINAL JUSTICE	TRAINING- WHEELER	POLICE TRAINING-FIREARMS	300.00
	CRIMINAL JUSTICE	TRAINING - HANDGUN RED DOT SIGHT	POLICE TRAINING-FIREARMS	2,400.00
172291	CRYSTAL SPRINGS	WATER SERVICE	RECREATION SERVICES	130.90
172292	DIXON, JEREL	REFUND - RENTAL DEPOSIT	GENERAL FUND	500.00
172293	DOBBS PETERBILT	U-JOINT KIT, FUEL TANK	EQUIPMENT RENTAL	321.81
	DOBBS PETERBILT	PRO SEAT	EQUIPMENT RENTAL	596.20
172294	DORSCHER, EMILY	CRIME ANALYSIS CONFERENCE	POLICE INVESTIGATION	362.50
172295	E&E LUMBER	KEYS	WATER SERVICES	31.84
	E&E LUMBER	PUMP SPRAYER	PARK & RECREATION FAC	50.38
	E&E LUMBER	PAINT, PAINT SUPPLIES	PARK & RECREATION FAC	157.60
172296	EAGLE FENCE	CEDAR FENCE REPAIR	ROADSIDE VEGETATION	2,349.32
172297	ECOLOGY, DEPT. OF	NUTRIENT GENERAL PERMIT FEE	UTIL ADMIN	6,699.00
	ECOLOGY, DEPT. OF	NPDES PERMIT FEE	UTIL ADMIN	37,059.50
172298	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 9/4/2024 TO 9/4/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
172299	ELECTRONIC BUSINESS	GIS PLOTTER SUPPLIES	GIS SERVICES IS	38.29
172300	ELEVATOR SUPPORT CO	3RD QTR SERVICE CONTRACT	CIVIC CENTER	4,020.45
172301	EVERETT TIRE & AUTO	TIRES	ER&R	2,825.57
172302	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	41.40
	EVERETT, CITY OF		WATER QUAL TREATMENT	124.20
	EVERETT, CITY OF		WATER QUAL TREATMENT	742.50
172303	FEDEX	INDUSTRIAL SCIENTIFIC SERVICE	WASTE WATER TREATMENT	33.95
172304	FLOCK GROUP, INC	FLOCK CAMERA SUPPORT	POLICE PATROL	16,410.00
172305	GRAINGER	PADLOCKS	WATER DIST MAINS	105.22
	GRAINGER	HAZMAT ABSORBENT PAD	SUNNYSIDE FILTRATION	171.73
	GRAINGER	ELECTROLYTE MIX	MAINT OF GENL PLANT	544.68
	GRAINGER	GLOVES	ER&R	662.37
172306	GRAYBAR ELECTRIC CO	FIBER OPTICS TESTING EQUIPMENT	CENTRAL SERVICES	7,108.19
172307	HAYES, HEATHER	REFUND - DANCE	PARKS-RECREATION	12.00
172308	HD FOWLER COMPANY	CREDIT - INV I6676678	WATER DIST MAINS	-141.53
	HD FOWLER COMPANY	CREDIT - INV I6781749	WATER SERVICES	-59.21
	HD FOWLER COMPANY	BURY YARD HYDRANT	WATER SERVICE INSTALL	113.49
	HD FOWLER COMPANY	IRRIGATION SPRAYERS, NOZZLES	PARK & RECREATION FAC	187.46
	HD FOWLER COMPANY	AIR RELEASE VALVE	WATER DIST MAINS	582.52
	HD FOWLER COMPANY	SADDLE BODY/STRAP	WATER SERVICE INSTALL	697.51
	HD FOWLER COMPANY	PAINT	ER&R	1,012.43
	HD FOWLER COMPANY	METER SETTERS	WATER/SEWER OPERATION	3,122.69
172309	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	5,245.36
172310	HOME DEPOT PRO	TILE CLEANER	CUSTODIAL SERVICES	59.27
	HOME DEPOT PRO	ECOLYZER DISINFECTANT	CUSTODIAL SERVICES	76.01
	HOME DEPOT PRO	HAND CLEANER	CUSTODIAL SERVICES	81.48
	HOME DEPOT PRO		CUSTODIAL SERVICES	81.48
	HOME DEPOT PRO	SAFETY GLASSES	ER&R	85.33
	HOME DEPOT PRO	GARBAGE BAGS, TOWELS	CUSTODIAL SERVICES	120.25
	HOME DEPOT PRO	GARBAGE BAG LINERS	CUSTODIAL SERVICES	190.92
	HOME DEPOT PRO	PAPER TOWELS	CUSTODIAL SERVICES	341.94
	HOME DEPOT PRO	FLOOR MAT, CLEANER	CUSTODIAL SERVICES	1,014.01
172311	INTERMOUNTAIN LOCK	PADLOCK	MAINT OF GENL PLANT	253.63
172312	INTRADO LIFE & SAFETY	E911 SERVICES	COMPUTER SERVICES	437.60
172313	JULZ ANIMAL HOUZ	DOG FOOD	K9 PROGRAM	8.59
172314	LASTING IMPRESSIONS	BALL CAPS	ER&R	1,797.02
	LASTING IMPRESSIONS	T-SHIRTS, SWEATSHIRTS	ER&R	2,316.29
172315	LES SCHWAB TIRE CTR	TIRES #966	EQUIPMENT RENTAL	819.21
172316	MAKENA, SHANNON	REFUND - CAMP FIRE	PARKS-RECREATION	100.00
172317	MARYSVILLE SCHOOL	FACILITY RENTAL	RECREATION SERVICES	104.00
172318	MCLOUGHLIN & EARDLEY	VERTEX LED STROBES, FLANGE KIT	ER&R	1,604.07
172319	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SOLID WASTE OPERATIONS	4.19
	MOUNTAIN MIST		SEWER MAIN COLLECTION	4.19
	MOUNTAIN MIST		WASTE WATER TREATMENT	4.20
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	30.30
	MOUNTAIN MIST		SEWER MAIN COLLECTION	30.30
	MOUNTAIN MIST		WASTE WATER TREATMENT	30.31
172320	NAPA AUTO PARTS	FILTER KIT - J023	EQUIPMENT RENTAL	30.91
	NAPA AUTO PARTS	AIR FILTERS	ER&R	40.83

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
172320	NAPA AUTO PARTS	BRAKE ROTOR/PAD KIT	EQUIPMENT RENTAL	186.95
	NAPA AUTO PARTS	AIR/FUEL/OIL FILTERS	ER&R	228.54
	NAPA AUTO PARTS	AIR/FLUID/FUEL FILTERS	ER&R	919.84
172321	NILSEN, TRISH	REFUND - PICKLEBALL	PARKS-RECREATION	90.00
172322	O'MALLEY, TARA		PARKS-RECREATION	80.00
172323	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,015.20
172324	PACIFIC POWER BATTER	CORE CHARGE FOR BATTERIES/BATTERY	SUNNYSIDE FILTRATION	19.19
	PACIFIC POWER BATTER	BATTERIES	FACILITY MAINTENANCE	40.17
	PACIFIC POWER BATTER	RECHARGEABLE FLASHLIGHT	FACILITY MAINTENANCE	70.97
172325	PACIFIC TOPSOILS	BRUSH HAUL OUT - DUMP	ROADSIDE VEGETATION	123.50
	PACIFIC TOPSOILS	BRUSH DUMP	ROADWAY MAINTENANCE	247.00
	PACIFIC TOPSOILS	BRUSH HAUL OUT - DUMP	ROADSIDE VEGETATION	247.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	247.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	247.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	247.00
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	247.00
172326	PERTEET ENGINEERING	ENVIRONMENTAL PERMITTING	CAPITAL EXPENDITURES	11,195.50
172327	PETAJA, HOLLY	REFUND - SENSOR CHALLENGE	PARKS-RECREATION	40.00
	PETAJA, HOLLY		PARKS-RECREATION	50.00
172328	PGC INTERBAY LLC	REIMBURSEMENT EXPENSE	PRO-SHOP	120.00
	PGC INTERBAY LLC		PRO-SHOP	167.76
	PGC INTERBAY LLC		PRO-SHOP	384.63
	PGC INTERBAY LLC		GOLF COURSE	797.41
	PGC INTERBAY LLC		MAINTENANCE	939.67
	PGC INTERBAY LLC		MAINTENANCE	1,288.78
	PGC INTERBAY LLC		MAINTENANCE	1,420.07
	PGC INTERBAY LLC		MAINTENANCE	12,000.90
172329	PREMIER GOLF CENTERS	MANAGEMENT SERVICE - GOLF	GOLF ADMINISTRATION	10,688.96
172330	PROFORCE LAW	RED DOT SIGHTS	POLICE TRAINING-FIREARMS	4,710.32
172331	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	3,268.09
172332	PUD	ACCT #202791166	PUMPING PLANT	27.48
	PUD	ACCT #202220760	GOLF ADMINISTRATION	27.72
	PUD	ACCT #200998532	PARK & RECREATION FAC	28.88
	PUD	ACCT #224248013	STREET LIGHTING	33.04
	PUD	ACCT #204933311	PUMPING PLANT	36.96
	PUD	ACCT #224162602	PARK & RECREATION FAC	40.87
	PUD	ACCT #201380995	PUMPING PLANT	47.94
	PUD	ACCT #220153100	TRANSPORTATION	51.91
	PUD	ACCT #200869303	TRANSPORTATION	54.27
	PUD	ACCT #202368536	TRANSPORTATION	54.34
	PUD	ACCT #202102190	TRANSPORTATION	58.50
	PUD	ACCT #200800704	STREET LIGHTING	62.09
	PUD	ACCT #202183679	TRANSPORTATION	62.09
	PUD	ACCT #202689105	WASTE WATER TREATMENT	90.43
	PUD	ACCT #220298624	STREET LIGHTING	95.04
	PUD	ACCT #202490637	SEWER LIFT STATION	112.63
	PUD	ACCT #202572327	STREET LIGHTING	113.66
	PUD	ACCT #202294336	STREET LIGHTING	117.74
	PUD	ACCT #200084150	TRANSPORTATION	141.90
	PUD	ACCT #202030078	TRANSPORTATION	149.30
	PUD	ACCT #220731285	STREET LIGHTING	153.84
	PUD	ACCT #221100092	GMA - STREET	289.31
	PUD	ACCT #201639630	GOLF ADMINISTRATION	590.68
	PUD	ACCT #200223857	PARK & RECREATION FAC	932.61
	PUD	ACCT #200303477	WATER FILTRATION PLANT	3,688.37

**CITY OF MARYSVILLE
INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	PUD	ACCT #201147253	PUMPING PLANT	4,157.63
	PUD	ACCT #201577921	PUMPING PLANT	7,087.53
172333	RADCLIFF, CARRIE	REFUND - RENTAL DEPOSIT	GENERAL FUND	250.00
172334	RADIA INC PS	INMATE EMERGENCY CARE	DETENTION & CORRECTION	30.00
172335	REECE TRUCKING	PAVEMENT RETAINAGE RELEASE	MARYSVILLE TBD	191,716.81
172336	REINER PUMP SYSTEMS	FILTER REJECT PUMPS	WASTE WATER TREATMENT	361.02
172337	RWC INTERNATIONAL	COOLANT	SOLID WASTE OPERATIONS	196.53
	RWC INTERNATIONAL	FUEL FILTERS	ER&R	266.72
	RWC INTERNATIONAL	FUEL FILTERS, COOLANT	ER&R	891.56
172338	SHERWIN WILLIAMS	PAINT	TRAFFIC CONTROL DEVICES	679.07
172339	SIMNOWITZ, ANNE	REFUND - PICKLEBALL	RECREATION SERVICES	65.00
172340	SIX ROBBLEES INC	TRAILER PLUG BRACKET	ER&R	48.91
172341	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	17,668.31
172342	SONITROL	CELLULAR COMMUNICATION	SUNNYSIDE FILTRATION	21.00
	SONITROL		OPERA HOUSE	21.00
	SONITROL	CELLULAR COMMUNICATION UPGRADE	OPERA HOUSE	548.10
	SONITROL		SUNNYSIDE FILTRATION	550.29
172343	SOUND PUBLISHING	APPLICATION PUBLISHING PA24-025	COMMUNITY	74.08
172344	SOUND PUBLISHING	APPLICATION PUBLISHING PA24-022	COMMUNITY	72.36
172345	SOUND PUBLISHING	PUBLIC HEARING NOTICE PA24-014	COMMUNITY	77.52
172346	STRAWBERRY LANES	INSTRUCTOR PAYMENT	RECREATION SERVICES	476.00
172347	SUPER HAWK CANOPY	CANOPY PAINTING - V081	EQUIPMENT RENTAL	3,280.91
172348	TEHOMER, DENNIS	REFUND - PLAYTIME	PARKS-RECREATION	15.00
172349	TOMASULO, MICHELE	REFUND - PICKLEBALL	RECREATION SERVICES	75.00
172350	TXLEY INC	JAIL SUPPLIES	DETENTION & CORRECTION	736.04
172351	TYLER TECHNOLOGIES	RENEWAL TRAINING/CONNECT PASSES	COMPUTER SERVICES	7,019.57
172352	ULINE	FIREARMS SUPPLIES	POLICE TRAINING-FIREARMS	824.54
	ULINE	BULK BAG ORDER	WASTE WATER TREATMENT	1,322.31
172353	UNIVAR SOLUTIONS USA	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	1,385.05
	UNIVAR SOLUTIONS USA		WATER FILTRATION PLANT	1,399.48
	UNIVAR SOLUTIONS USA		WASTE WATER TREATMENT	4,996.85
	UNIVAR SOLUTIONS USA		WASTE WATER TREATMENT	5,934.18
172354	VEGAAMERICAS, INC	VEGA SENSORS	WASTE WATER TREATMENT	2,511.06
172355	VESTIS GROUP INC.	UNIFORM CLEANING/RENTALS	EQUIPMENT RENTAL	37.24
	VESTIS GROUP INC.		EQUIPMENT RENTAL	60.15
172356	VESTIS GROUP INC.	CUSTODIAL CLEANING/RENTALS	CIVIC CENTER	23.40
	VESTIS GROUP INC.		CUSTODIAL SERVICES	136.19
172357	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	231.68
172358	WASTE MANAGEMENT	SPECIAL SOLID WASTE SERVICE	WASTE WATER TREATMENT	2,449.53
172359	WESTERN MECHANICAL &	REFRIGERANT REFILL	FACILITY REPLACEMENT	392.75
	WESTERN MECHANICAL &	HEATING UNIT	FACILITY REPLACEMENT	548.09
	WESTERN MECHANICAL &	REFRIGERANT REFILL	FACILITY REPLACEMENT	716.57
	WESTERN MECHANICAL &		FACILITY REPLACEMENT	1,473.62
	WESTERN MECHANICAL &	HEATING/COOLANT UNIT	CIVIC CENTER	11,505.54
	WESTERN MECHANICAL &	REFRIGERANT REFILL	WASTE WATER TREATMENT	13,222.73
172360	WHISTLE WORKWEAR	UNIFORM - LUNA	CUSTODIAL SERVICES	180.00
	WHISTLE WORKWEAR		CUSTODIAL SERVICES	341.17
172361	WINNINGHAM, TAYLOR	INSTRUCTOR PAYMENT	OPERA HOUSE	150.00
172362	ZENON ENVIRONMENTAL	MEMBRANE REPLACEMENT PROJECT	WATER CAPITAL PROJECTS	280,387.29
172363	ZIONS BANK	CUSTODIAN/SAFEKEEPING	FINANCE-GENL	530.00
	ZIONS BANK		UTIL ADMIN	530.00
172364	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	65.97
172365	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	74.14
172366	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	129.19

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 9/4/2024 TO 9/4/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
172367	ZIPLY FIBER	ACCT #3606534028	CITY HALL	136.77
172368	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	71.87
172369	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	123.20
172370	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	72.59
WARRANT TOTAL:				<u><u>1,235,442.35</u></u>
CONSOR	CHECK LOST/DAMAGED	172012	VOID	\$112,363.45

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$1,123,078.90



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 23, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: September 10, 2024 Payroll in the Amount of \$2,119,352.23
Paid by EFT Transactions and Check Numbers 35443 through
35456

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 23, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: September 11, 2024 Claims in the Amount of \$3,515,405.11
Paid by EFT Transactions and Check Numbers 172371
through 172504

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[09112024.pdf](#)

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 9/11/24 TO 9/11/24

PCARD ONE TIME PAY	WHOLESALE COMPUTERS/	POLICE TRAINING-FIREARMS	\$	(4,500.00)
PCARD ONE TIME PAY	REFUND - DUPLICATE PAYMENT	UTIL ADMIN	\$	(1,475.26)
PCARD ONE TIME PAY	ZEBRA THERMAL PRINTER	POLICE PATROL	\$	(815.02)
PCARD ONE TIME PAY	REFUND - LESS CANCELLATION FEE	CITY COUNCIL	\$	(765.00)
PCARD ONE TIME PAY	SPORTING GOODS STORES	POLICE PATROL	\$	(107.98)
PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	\$	(43.72)
PCARD ONE TIME PAY	REFUND - CHAMBER OF COMMERCE	COMMUNITY DEVELOPMENT-GENL	\$	(40.00)
PCARD ONE TIME PAY	AMAZON WEB SERVICES	COMPUTER SERVICES	\$	1.72
PCARD ONE TIME PAY	TOLLS AND BRIDGE FEES	POLICE PATROL	\$	3.00
PCARD ONE TIME PAY	SUMMER PLAYGROUND	RECREATION SERVICES	\$	3.27
PCARD ONE TIME PAY	NATIONAL NIGHT OUT SUPPLIES	CRIME PREVENTION	\$	3.82
PCARD ONE TIME PAY	AMAZON MOVIE	RECREATION SERVICES	\$	4.37
PCARD ONE TIME PAY	TOLLS AND BRIDGE FEES	POLICE PATROL	\$	5.00
PCARD ONE TIME PAY	MINI CAMP SUPPLIES	RECREATION SERVICES	\$	5.98
PCARD ONE TIME PAY	TOLLS AND BRIDGE FEES	POLICE PATROL	\$	6.00
PCARD ONE TIME PAY	OFFICE STAMP	UTIL ADMIN	\$	8.21
PCARD ONE TIME PAY	TRANSLATION SERVICES	LEGAL - PROSECUTION	\$	8.38
PCARD ONE TIME PAY	NOTICE OF APPLICATION	COMMUNITY DEVELOPMENT-GENL	\$	9.07
PCARD ONE TIME PAY	WHITE BOARDS	RECREATION SERVICES	\$	9.85
PCARD ONE TIME PAY	NORTHWEST GIS USER GROUP	GIS SERVICES IS	\$	10.00
PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	\$	10.38
PCARD ONE TIME PAY		POLICE ADMINISTRATION	\$	10.76
PCARD ONE TIME PAY	PAINT TRUCK WEIGHT TICKET	TRAFFIC CONTROL DEVICES	\$	12.00
PCARD ONE TIME PAY		TRAFFIC CONTROL DEVICES	\$	12.00
PCARD ONE TIME PAY	AMAZON MUSIC	RECREATION SERVICES	\$	12.02
PCARD ONE TIME PAY	WATER/SNACKS	PERSONNEL ADMINISTRATION	\$	13.62
PCARD ONE TIME PAY	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	\$	14.21
PCARD ONE TIME PAY	NOTICE OF APPLICATION MAILINGS	COMMUNITY DEVELOPMENT-GENL	\$	14.69
PCARD ONE TIME PAY	SUMMER PLAYGROUND	RECREATION SERVICES	\$	14.93
PCARD ONE TIME PAY	GROCERY STORES	MUNICIPAL COURTS	\$	15.00
PCARD ONE TIME PAY	NOTICE OF APPLICATION MAILINGS	COMMUNITY DEVELOPMENT-GENL	\$	15.78
PCARD ONE TIME PAY	DEPT OF ECOLOGY CONVENIENCE FEE	STORM DRAINAGE	\$	16.00
PCARD ONE TIME PAY	NAMEPLATE FOR BILLY GILBERT	UTIL ADMIN	\$	16.35
PCARD ONE TIME PAY	NOTICE OF APPLICATION MAILINGS	COMMUNITY DEVELOPMENT-GENL	\$	16.35
PCARD ONE TIME PAY	INSPECTION SUPPLIES	STORM DRAINAGE	\$	17.48
PCARD ONE TIME PAY	SUMMER PLAYGROUND	RECREATION SERVICES	\$	18.45
PCARD ONE TIME PAY	DOCUMENT SHREDDING SERVICES	ENGR-GENL	\$	19.11
PCARD ONE TIME PAY		UTIL ADMIN	\$	19.11
PCARD ONE TIME PAY		EXECUTIVE ADMIN	\$	19.12
PCARD ONE TIME PAY		LEGAL - PROSECUTION	\$	19.12
PCARD ONE TIME PAY		COMMUNITY DEVELOPMENT-GENL	\$	19.12
PCARD ONE TIME PAY		UTILITY BILLING	\$	19.12
PCARD ONE TIME PAY	DIGITAL SUBSCRIPTION	EXECUTIVE ADMIN	\$	19.96
PCARD ONE TIME PAY	BUSINESS SERVICES	POLICE PATROL	\$	20.00
PCARD ONE TIME PAY	NOTICE OF APPLICATION MAILINGS	COMMUNITY DEVELOPMENT-GENL	\$	20.38
PCARD ONE TIME PAY	AUTOMATED FUEL DISPENSERS	POLICE PATROL	\$	20.59
PCARD ONE TIME PAY	PIZZA FOR TEEN NIGHT	RECREATION SERVICES	\$	20.73
PCARD ONE TIME PAY	NOTICE OF APPLICATION MAILINGS	COMMUNITY DEVELOPMENT-GENL	\$	20.78
PCARD ONE TIME PAY	DONUTS /CREAMER	ENGR-GENL	\$	20.97
PCARD ONE TIME PAY	AUTOMOTIVE PARTS	POLICE PATROL	\$	21.86
PCARD ONE TIME PAY	MINI CAMP SUPPLIES	RECREATION SERVICES	\$	21.86
PCARD ONE TIME PAY	COMPUTER SOFTWARE STORES	POLICE INVESTIGATION	\$	21.87
PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	\$	24.06
PCARD ONE TIME PAY	COMBINED MAIL/PHONE	UTILITY BILLING	\$	24.91
PCARD ONE TIME PAY	CUBICLE HOLDERS	ENGR-GENL	\$	26.25
PCARD ONE TIME PAY	COMBINED MAIL/PHONE	UTILITY BILLING	\$	26.25
PCARD ONE TIME PAY	AI TRAINING COURSE	EXECUTIVE ADMIN	\$	27.00
PCARD ONE TIME PAY	INSURANCE SALES	POLICE INVESTIGATION	\$	27.00
PCARD ONE TIME PAY	MICROSOFT CHARGER	COMMUNITY DEVELOPMENT-GENL	\$	27.33
PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	\$	27.35
PCARD ONE TIME PAY	POSTAGE STAMPS	MUNICIPAL COURTS	\$	27.75
PCARD ONE TIME PAY	COMBINED MAIL/PHONE	UTILITY BILLING	\$	28.01
PCARD ONE TIME PAY	COURIER SERVICES-AIR/GROUND	POLICE PATROL	\$	28.9'
PCARD ONE TIME PAY	TOLLS AND BRIDGE FEES	POLICE PATROL	\$	29.5

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 9/11/24 TO 9/11/24

PCARD ONE TIME PAY	AWC SOCIAL MEDIA WEBINAR	EXECUTIVE ADMIN	\$	30.00
PCARD ONE TIME PAY	GMTCC BUSINESS BEFORE HOURS	EXECUTIVE ADMIN	\$	30.00
PCARD ONE TIME PAY	GMTCC BUSINESS REGISTRATION	EXECUTIVE ADMIN	\$	30.00
PCARD ONE TIME PAY	PAINT TRUCK MISC SUPPLIES	TRAFFIC CONTROL DEVICES	\$	30.54
PCARD ONE TIME PAY	SIGN CAPS	TRANSPORTATION MANAGEMENT	\$	30.58
PCARD ONE TIME PAY	SLIP COVERS	OPERA HOUSE	\$	30.62
PCARD ONE TIME PAY	SUMMER PLAYGROUND	RECREATION SERVICES	\$	31.47
PCARD ONE TIME PAY	COURIER SERVICES-AIR/GROUND	GMA - STREET	\$	31.48
PCARD ONE TIME PAY	COMBINED MAIL/PHONE	UTILITY BILLING	\$	32.37
PCARD ONE TIME PAY	CRADLEPOINT ADAPTER	COMPUTER SERVICES	\$	33.09
PCARD ONE TIME PAY	MISC SUPPLIES	SUNNYSIDE FILTRATION PLANT	\$	33.40
PCARD ONE TIME PAY	DOCUMENT SHREDDING SERVICES	FINANCE-GENL	\$	34.12
PCARD ONE TIME PAY		PERSONNEL ADMINISTRATION	\$	34.12
PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-GENL	\$	34.87
PCARD ONE TIME PAY	WORK PHONE CHARGING CABLES	STORM DRAINAGE	\$	35.00
PCARD ONE TIME PAY	STARLINK ADAPTER	COMPUTER SERVICES	\$	36.09
PCARD ONE TIME PAY	PARTS FOR MOWER TRAILER	STORM DRAINAGE	\$	37.36
PCARD ONE TIME PAY	BREAKFAST BEFORE HOURS	PERSONNEL ADMINISTRATION	\$	40.00
PCARD ONE TIME PAY	CONFINED SPACE SIGNAGE	PERSONNEL ADMINISTRATION	\$	43.56
PCARD ONE TIME PAY	COMBINED MAIL/PHONE	UTILITY BILLING	\$	43.64
PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	\$	43.72
PCARD ONE TIME PAY	COFFEE NEIGHBORHOOD MEETING	COMMUNITY DEVELOPMENT-GENL	\$	43.76
PCARD ONE TIME PAY	COURIER SERVICES-AIR/GROUND	POLICE PATROL	\$	45.78
PCARD ONE TIME PAY	CLASS FOR ORGANICS	SOLID WASTE OPERATIONS	\$	49.00
PCARD ONE TIME PAY	BOOK STORES	DETENTION & CORRECTION	\$	49.86
PCARD ONE TIME PAY	EASC STATE OF THE STATION	CITY COUNCIL	\$	49.87
PCARD ONE TIME PAY	COMMUTER TRANSPORT/FERRY	EMBEDDED SOCIAL WORKER	\$	50.00
PCARD ONE TIME PAY	NORTHWEST GIS USER GROUP	GIS SERVICES IS	\$	50.00
PCARD ONE TIME PAY		GIS SERVICES IS	\$	50.00
PCARD ONE TIME PAY	PALLET DISPOSAL	STORM DRAINAGE	\$	50.67
PCARD ONE TIME PAY	TESTING SUPPLIES	STORM DRAINAGE	\$	51.41
PCARD ONE TIME PAY	GROCERY STORES	POLICE ADMINISTRATION	\$	51.88
PCARD ONE TIME PAY	FAST FOOD RESTAURANTS	POLICE ADMINISTRATION	\$	52.76
PCARD ONE TIME PAY	OPERA HOUSE COTTAGE DECOR	OPERA HOUSE	\$	53.24
PCARD ONE TIME PAY	MALWAREBYTES RENEWAL	COMPUTER SERVICES	\$	54.69
PCARD ONE TIME PAY		COMPUTER SERVICES	\$	54.69
PCARD ONE TIME PAY	SUPPLIES	ENGR-GENL	\$	54.97
PCARD ONE TIME PAY	PARTS FOR RC MOWER	STORM DRAINAGE	\$	56.13
PCARD ONE TIME PAY	REPLACEMENT PARTS	STORM DRAINAGE	\$	56.51
PCARD ONE TIME PAY	WELLNESS BBQ	PERSONNEL ADMINISTRATION	\$	56.77
PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	\$	56.82
PCARD ONE TIME PAY	INSURANCE SALES	POLICE PATROL	\$	59.00
PCARD ONE TIME PAY	BOOK STORES	POLICE INVESTIGATION	\$	59.89
PCARD ONE TIME PAY	GMTCC BUSINESS REGISTRATION	EXECUTIVE ADMIN	\$	60.00
PCARD ONE TIME PAY	PROFESSIONAL SERVICES	EXECUTIVE ADMIN	\$	61.72
PCARD ONE TIME PAY	NAMEPLATES	ENGR-GENL	\$	63.74
PCARD ONE TIME PAY	DOCUMENT SHREDDING SERVICES	POLICE INVESTIGATION	\$	64.12
PCARD ONE TIME PAY		POLICE PATROL	\$	64.12
PCARD ONE TIME PAY		OFFICE OPERATIONS	\$	64.12
PCARD ONE TIME PAY		DETENTION & CORRECTION	\$	64.13
PCARD ONE TIME PAY		POLICE ADMINISTRATION	\$	64.17
PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	\$	66.12
PCARD ONE TIME PAY	STICKERS-TOUCH A TRUCK	UTIL ADMIN	\$	69.52
PCARD ONE TIME PAY	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	\$	70.91
PCARD ONE TIME PAY	PALLET DISPOSAL	STORM DRAINAGE	\$	71.97
PCARD ONE TIME PAY	OFFICE SUPPLIES	COMPUTER SERVICES	\$	72.18
PCARD ONE TIME PAY	FLOOR CLEANER	FACILITY MAINTENANCE	\$	73.30
PCARD ONE TIME PAY	BUSINESS SERVICES	COMMUNITY DEVELOPMENT-GENL	\$	74.66
PCARD ONE TIME PAY	COURIER SERVICES-AIR/GROUND	POLICE PATROL	\$	75.41
PCARD ONE TIME PAY	WEBCAM - WATER OPERATIONS	WATER SERVICES	\$	76.57
PCARD ONE TIME PAY	DRY-ERASE NAME TENTS	EXECUTIVE ADMIN	\$	77.37
PCARD ONE TIME PAY	TONER CARTRIDGES FOR INSPECTORS	COMMUNITY DEVELOPMENT-GENL	\$	78.74
PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	\$	79.64
PCARD ONE TIME PAY		POLICE PATROL	\$	79.64
PCARD ONE TIME PAY	SPORTING GOODS STORES	POLICE PATROL	\$	79.43

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 9/11/24 TO 9/11/24

PCARD ONE TIME PAY		POLICE PATROL	\$	79.94
PCARD ONE TIME PAY	CHAMBER OF COMMERCE REGISTRATION	COMMUNITY DEVELOPMENT-GENL	\$	80.00
PCARD ONE TIME PAY	ACFR TRAINING LUNCH	FINANCE-GENL	\$	82.26
PCARD ONE TIME PAY	SNACKS NEIGHBORHOOD MEETING	COMMUNITY DEVELOPMENT-GENL	\$	86.60
PCARD ONE TIME PAY	TRAINING	UTIL ADMIN	\$	90.00
PCARD ONE TIME PAY	HOME SUPPLY	POLICE PATROL	\$	91.41
PCARD ONE TIME PAY	BENCH	COMPUTER SERVICES	\$	92.94
PCARD ONE TIME PAY	DOCUMENT SHREDDING SERVICES	MUNICIPAL COURTS	\$	94.12
PCARD ONE TIME PAY	ZOOM	COMMUNITY DEVELOPMENT-GENL	\$	98.46
PCARD ONE TIME PAY	EMERGENCY SHELTER BLANKETS	EXECUTIVE ADMIN	\$	98.55
PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	\$	100.60
PCARD ONE TIME PAY	BUS LINES	EMBEDDED SOCIAL WORKER	\$	100.99
PCARD ONE TIME PAY	BOOK STORES	POLICE ADMINISTRATION	\$	101.04
PCARD ONE TIME PAY		POLICE PATROL	\$	105.66
PCARD ONE TIME PAY	CLEANER SPRAY BOTTLES	FACILITY MAINTENANCE	\$	108.27
PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	\$	114.26
PCARD ONE TIME PAY	DRY-ERASE NAME TENTS	EXECUTIVE ADMIN	\$	114.89
PCARD ONE TIME PAY	NATIONAL NIGHT OUT SUPPLIES	CRIME PREVENTION	\$	115.49
PCARD ONE TIME PAY	FAST FOOD RESTAURANTS	POLICE ADMINISTRATION	\$	117.08
PCARD ONE TIME PAY	BOOK STORES	OFFICE OPERATIONS	\$	117.83
PCARD ONE TIME PAY		COMMUNITY SERVICES UNIT	\$	120.72
PCARD ONE TIME PAY	HANDLE DOORSTOPS	CUSTODIAL SERVICES	\$	122.49
PCARD ONE TIME PAY	COURIER SERVICES-AIR/GROUND	POLICE PATROL	\$	131.74
PCARD ONE TIME PAY	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	\$	132.09
PCARD ONE TIME PAY	PARIS LAS VEGAS HOTEL	POLICE INVESTIGATION	\$	134.92
PCARD ONE TIME PAY	WHOLESALE OFFICE SUP	MUNICIPAL COURTS	\$	147.39
PCARD ONE TIME PAY	EASC STATE OF THE STATION	EXECUTIVE ADMIN	\$	149.61
PCARD ONE TIME PAY	OTHER HOTELS	OFFICE OPERATIONS	\$	149.95
PCARD ONE TIME PAY	ANNUAL SUBSCRIPTION	SOLID WASTE OPERATIONS	\$	150.00
PCARD ONE TIME PAY	PESTICIDE RECERTIFICATION	TRAINING	\$	150.00
PCARD ONE TIME PAY	MANAGEMENT CONSULTING	POLICE ADMINISTRATION	\$	153.79
PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	\$	153.93
PCARD ONE TIME PAY	HATS AND VESTS	COMMUNITY DEVELOPMENT-GENL	\$	156.08
PCARD ONE TIME PAY	SAFE & ROLLER BAG	EXECUTIVE ADMIN	\$	162.97
PCARD ONE TIME PAY	COMPUTER MONITOR WALL MOUNT	WATER SERVICES	\$	164.09
PCARD ONE TIME PAY	SPORTING GOODS STORES	POLICE PATROL	\$	168.40
PCARD ONE TIME PAY	TRAFFIC CONTROL PERMIT	DEVELOPMENT SERVICES	\$	170.00
PCARD ONE TIME PAY	BOOTS	COMMUNITY DEVELOPMENT-GENL	\$	174.99
PCARD ONE TIME PAY	FACEBOOK ADVERTISING SERVICES	OPERA HOUSE	\$	175.00
PCARD ONE TIME PAY	BOOK STORES	DETENTION & CORRECTION	\$	178.07
PCARD ONE TIME PAY	MEN'S AND BOYS' CLOTHING	POLICE TRAINING-FIREARMS	\$	181.44
PCARD ONE TIME PAY	SPORTING GOODS STORES	POLICE PATROL	\$	183.85
PCARD ONE TIME PAY	PAPER	UTIL ADMIN	\$	188.28
PCARD ONE TIME PAY	TRAINING NUTRIENT REMOVAL	UTIL ADMIN	\$	190.00
PCARD ONE TIME PAY	LA QUINTA INN AND SUITES	POLICE PATROL	\$	193.44
PCARD ONE TIME PAY	MINI CAMP BASKETBALLS	RECREATION SERVICES	\$	198.36
PCARD ONE TIME PAY	DIRECT HIT IDENTIFIX SOFTWARE	COMPUTER SERVICES	\$	199.00
PCARD ONE TIME PAY	BADGE HOLDERS	COMPUTER SERVICES	\$	199.40
PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	\$	201.20
PCARD ONE TIME PAY	COMPUTER SOFTWARE STORES	OFFICE OPERATIONS	\$	202.21
PCARD ONE TIME PAY	NATIONAL NIGHT OUT SUPPLIES	CRIME PREVENTION	\$	211.10
PCARD ONE TIME PAY	LAPTOP CHARGERS	COMPUTER SERVICES	\$	214.40
PCARD ONE TIME PAY	SPORTS APPAREL RIDING	POLICE PATROL	\$	216.61
PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	\$	218.50
PCARD ONE TIME PAY	TABLE FOR EMERGENCY SHELTER	EXECUTIVE ADMIN	\$	218.76
PCARD ONE TIME PAY	BULK CHAIN FOR POND CONTROL	STORM DRAINAGE	\$	218.79
PCARD ONE TIME PAY	PRINTER PAPERS	RECREATION SERVICES	\$	218.91
PCARD ONE TIME PAY	SENIOR SUPPLIES	RECREATION SERVICES	\$	219.30
PCARD ONE TIME PAY	DELTA	POLICE INVESTIGATION	\$	226.95
PCARD ONE TIME PAY	OFFICE SUPPLIES	POLICE PATROL	\$	235.34
PCARD ONE TIME PAY	TRAINING WATER MAIN DISINFECTION	UTIL ADMIN	\$	240.00
PCARD ONE TIME PAY	TRAINING WATER MAIN DISINFECTION	UTIL ADMIN	\$	240.00
PCARD ONE TIME PAY	WEED EATER ATTACHMENTS	STORM DRAINAGE	\$	240.44
PCARD ONE TIME PAY	TONER	COMPUTER SERVICES	\$	247.12
PCARD ONE TIME PAY	SPORTING GOODS STORES	POLICE PATROL	\$	255.2

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 9/11/24 TO 9/11/24

PCARD ONE TIME PAY	OFFICE CHAIR	COMPUTER SERVICES	\$	256.73
PCARD ONE TIME PAY	MINI CAMP SUPPLIES	RECREATION SERVICES	\$	272.67
PCARD ONE TIME PAY	DUO MOBILE	COMPUTER SERVICES	\$	275.00
PCARD ONE TIME PAY	FIRSTNET IOT	COMMUNITY DEVELOPMENT-GENL	\$	275.28
PCARD ONE TIME PAY		POLICE PATROL	\$	275.28
SISKUN POWER EQUIPMENT	WEED EATER ATTACHMENT PARTS	STORM DRAINAGE	\$	275.81
PCARD ONE TIME PAY	GRAFFITI REMOVAL	PARK & RECREATION FAC	\$	277.00
PCARD ONE TIME PAY	BOOKS	COMPUTER SERVICES	\$	295.10
PCARD ONE TIME PAY	SAFETY CONFERENCE IN TACOMA	PERSONNEL ADMINISTRATION	\$	299.00
PCARD ONE TIME PAY	ANNUAL DUES	SOLID WASTE OPERATIONS	\$	305.00
PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	LEGAL - PROSECUTION	\$	312.00
PCARD ONE TIME PAY	PROFESSIONAL SERVICES	K9 PROGRAM	\$	312.00
PCARD ONE TIME PAY	CABLE MANAGEMENT SUPPLIES	COMPUTER SERVICES	\$	315.54
PCARD ONE TIME PAY	CAR LAPTOP CHARGERS	COMPUTER SERVICES	\$	321.60
PCARD ONE TIME PAY	OFFICE CHAIR	COMPUTER SERVICES	\$	325.45
PCARD ONE TIME PAY	FOLDING CHAIRS	EXECUTIVE ADMIN	\$	325.50
PCARD ONE TIME PAY	OFFICE SUPPLIES	COMPUTER SERVICES	\$	333.00
PCARD ONE TIME PAY	VACTORREPLACEMENT PARTS	SEWER MAIN COLLECTION	\$	333.66
PCARD ONE TIME PAY		STORM DRAINAGE	\$	333.66
PCARD ONE TIME PAY	WATER SERVICES- SIDEWALK RESTORATION	WATER SERVICE INSTALL	\$	338.21
PCARD ONE TIME PAY	SCHOOLS/EDUCATIONAL	LEGAL - PROSECUTION	\$	350.00
PCARD ONE TIME PAY		LEGAL - PROSECUTION	\$	350.00
PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	\$	351.50
PCARD ONE TIME PAY	INK CARTRIDGES	UTIL ADMIN	\$	359.66
PCARD ONE TIME PAY	OFFICE CHAIR	GIS SERVICES IS	\$	363.74
PCARD ONE TIME PAY	PROFESSIONAL ORGANIZATION	NON-DEPARTMENTAL	\$	365.00
PCARD ONE TIME PAY	OFFICE SUPPLIES	POLICE PATROL	\$	365.66
PCARD ONE TIME PAY	PICKLEBALL MEDALS	RECREATION SERVICES	\$	370.02
PCARD ONE TIME PAY	PNCWA CONFERENCE	ENGR-GENL	\$	372.12
PCARD ONE TIME PAY	NORTHWEST GIS USER GROUP	GIS SERVICES IS	\$	375.00
PCARD ONE TIME PAY	OFFICE SUPPLIES	POLICE PATROL	\$	400.61
PCARD ONE TIME PAY	COMPUTER MONITOR REPLACEMENT	WATER SERVICES	\$	415.71
PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	\$	419.45
PCARD ONE TIME PAY	SCHOOLS/EDUCATIONAL	POLICE TRAINING-FIREARMS	\$	429.00
PCARD ONE TIME PAY		POLICE TRAINING-FIREARMS	\$	429.00
PCARD ONE TIME PAY	TRAINING WATER DIST. MGR	UTIL ADMIN	\$	430.00
PCARD ONE TIME PAY	TRAINING WATER DIST. MGR	UTIL ADMIN	\$	430.00
PCARD ONE TIME PAY	MISCELLANEOUS AND SPECIAL	POLICE INVESTIGATION	\$	442.20
PCARD ONE TIME PAY	OFFICE CHAIR	OVERHEAD	\$	452.59
PCARD ONE TIME PAY	RISK MANAGEMENT MEMBERSHIP	NON-DEPARTMENTAL	\$	470.00
PCARD ONE TIME PAY	NPDES PERMIT	STORM DRAINAGE	\$	500.00
PCARD ONE TIME PAY	SCCIT MEMBERSHIP DUES	UTIL ADMIN	\$	500.00
PCARD ONE TIME PAY	CARTOGRAPHIC INFORMATION SOCIETY	GIS SERVICES IS	\$	515.00
PCARD ONE TIME PAY	CONTINUITY SUBSCRIPTION	POLICE ADMINISTRATION	\$	523.88
PCARD ONE TIME PAY		POLICE ADMINISTRATION	\$	527.74
PCARD ONE TIME PAY		POLICE ADMINISTRATION	\$	528.00
PCARD ONE TIME PAY		POLICE ADMINISTRATION	\$	528.00
PCARD ONE TIME PAY		POLICE ADMINISTRATION	\$	528.00
SISKUN POWER EQUIPMENT	POWERHEAD/ WEED EATER	STORM DRAINAGE	\$	533.47
PCARD ONE TIME PAY	UNIFORM ALLOWANCE	UTIL ADMIN	\$	551.91
PCARD ONE TIME PAY	BOOK STORES	POLICE PATROL	\$	585.25
PCARD ONE TIME PAY		POLICE PATROL	\$	590.40
PCARD ONE TIME PAY	STORAGE BINS	SOLID WASTE OPERATIONS	\$	600.27
PCARD ONE TIME PAY	PRINTER	POLICE PATROL	\$	600.50
PCARD ONE TIME PAY	NPDES PROFESSIONAL MISC	STORM DRAINAGE	\$	644.42
PCARD ONE TIME PAY	TONER	COMPUTER SERVICES	\$	687.77
PCARD ONE TIME PAY	REPLACEMENT PORTABLE TOILET	WATER DIST MAINS	\$	763.70
PCARD ONE TIME PAY	TRAINING BACKFLOW TESTER CERT	UTIL ADMIN	\$	770.00
PCARD ONE TIME PAY	CHARITABLE/SOCIAL SERVICE	POLICE TRAINING-FIREARMS	\$	795.00
PCARD ONE TIME PAY	FIRST AID/CPR/AED TRAINING	PERSONNEL ADMINISTRATION	\$	808.47
PCARD ONE TIME PAY	ESRI CONFERENCE/DEVELOPER SUMMIT	GIS SERVICES IS	\$	813.00
PCARD ONE TIME PAY	WHOLESALE HARDWARE	COMPUTER SERVICES	\$	860.00
PCARD ONE TIME PAY	EXPIRATION REMINDER RENEWAL	COMPUTER SERVICES	\$	864.00
PCARD ONE TIME PAY	EMERGENCY SHELTER BLANKETS	EXECUTIVE ADMIN	\$	886.00
PCARD ONE TIME PAY	DEF FOR TRUCKS	SOLID WASTE OPERATIONS	\$	918.45

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	PCARD ONE TIME PAY	OTHER HOTELS	POLICE ADMINISTRATION	\$	1,000.00
	SISKUN POWER EQUIPMENT	CHAIN SAW	STORM DRAINAGE	\$	1,062.48
	PCARD ONE TIME PAY	PROFESSIONAL MEMBERSHIP	NON-DEPARTMENTAL	\$	1,200.00
	PCARD ONE TIME PAY	ALLISON DOC PREMIUM SOFTWARE	SMALL ENGINE SHOP	\$	1,202.30
	PCARD ONE TIME PAY	CERT BACKPACKS	EXECUTIVE ADMIN	\$	1,251.20
	PCARD ONE TIME PAY	LEGAL SERVICES/ATTORNEYS	POLICE TRAINING-FIREARMS	\$	1,275.00
	PCARD ONE TIME PAY	SWING SEATS	PARK & RECREATION FAC	\$	1,409.00
	SISKUN POWER EQUIPMENT	RESERVOIR	WATER DIST MAINS	\$	1,427.61
	PCARD ONE TIME PAY	EXCAVATOR RENTAL	STORM DRAINAGE	\$	1,717.58
	PCARD ONE TIME PAY	MISCELLANEOUS AND SPECIAL	POLICE INVESTIGATION	\$	1,881.82
	PCARD ONE TIME PAY	SCHOOLS/EDUCATIONAL	POLICE TRAINING-FIREARMS	\$	1,988.00
	PCARD ONE TIME PAY	REAL ESTATE AGENTS/MGRS	POLICE PATROL	\$	3,471.99
	PCARD ONE TIME PAY	AWWA MEMBERSHIP DUES	UTIL ADMIN	\$	4,512.00
	PCARD ONE TIME PAY	OTHER HOTELS	POLICE PATROL	\$	9,393.50
172371	PREMERA BLUE CROSS		MEDICAL CLAIMS	\$	14,754.84
	PREMERA BLUE CROSS	CLAIMS PAID 7/28 TO 7/31/24	MEDICAL CLAIMS	\$	35,743.21
	PREMERA BLUE CROSS	CLAIMS PAID 8/4 TO 8/10/24	MEDICAL CLAIMS	\$	87,608.72
172372	PREMERA BLUE CROSS	CLAIMS PAID 8/11 TO 8/17/24	MEDICAL CLAIMS	\$	41,920.25
172373	BOYD, RAE	CONTRACT NURSE BLOOD DRAWS	DETENTION & CORRECTION	\$	3,150.00
	BOYD, RAE	CONTRACT NURSE	DETENTION & CORRECTION	\$	43,000.00
172374	LICENSING, DEPT OF	DRIVING ABSTRACT - TAITANO	PERSONNEL ADMINISTRATION	\$	15.00
172375	911 SUPPLY INC.	OC SPRAY	POLICE PATROL	\$	332.20
172376	AALBU BROTHERS LLC	LOAD ROPE	EQUIPMENT RENTAL	\$	395.08
172377	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	\$	38.75
172378	ASTOUND BUSINESS	I-NET, FIBER MAINTENANCE, INTERNET	WATER QUAL TREATMENT	\$	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	\$	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	\$	2,308.53
172379	BACKFLOW APPARATUS	REPAIRS/MAINTENANCE	WATER CROSS CNTL	\$	5,646.35
172380	BICKFORD FORD	TIRE SENSOR - V016	EQUIPMENT RENTAL	\$	100.63
172381	BLACKBURN, COURTNEY	PROTEM SERVICE	MUNICIPAL COURTS	\$	185.00
172382	BRANNAM, DAWNIELLE	UB REFUND	GARBAGE	\$	254.42
172383	CARLILE, DEREK	REIMBURSEMENT - FOOD	POLICE PATROL	\$	35.88
172384	CARMONA CONSTRUCTION	REFUND - METER	WATER-UTILITIES/ENVIRONMNT	\$	20.00
	CARMONA CONSTRUCTION		WATER-UTILITIES/ENVIRONMNT	\$	1,550.00
172385	CHAMBERLIN,ALEXANDRA	REIMBURSEMENT - WELLNESS	MEDICAL CLAIMS	\$	74.79
172386	CHAMPION BOLT	THREAD GAUGES	EQUIPMENT RENTAL	\$	38.57
172387	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	\$	1,365.78
172388	COASTAL FARM & HOME	CREDIT/CHARGE UNIFORM-BUELL	UTIL ADMIN	\$	(52.50)
	COASTAL FARM & HOME		UTIL ADMIN	\$	43.75
	COASTAL FARM & HOME	UNIFORM - WYATT	UTIL ADMIN	\$	87.51
	COASTAL FARM & HOME	UNIFORM - JESSEN	UTIL ADMIN	\$	135.37
172389	COMCAST	ACCT #8498310021752089	COMPUTER SERVICES	\$	599.47
172390	CONSSOR NORTH AMER	PROFESSIONAL SERVICE	GMA - STREET	\$	3,754.01
	CONSSOR NORTH AMER		GMA - STREET	\$	42,472.35
172391	CORE & MAIN LP	JOINT RESTRAINTS, GASKETS	WATER DIST MAINS	\$	1,761.97
	CORE & MAIN LP	OXYGEN SENSOR	WASTE WATER TREATMENT PLNT	\$	2,703.29
172392	CORNERSTONE HOMES NW	REFUND - METER DOWNSIZE	WATER-UTILITIES/ENVIRONMNT	\$	60.00
172393	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	\$	3,330.00
172394	COYNE, DANIEL	UB REFUND	WATER/SEWER OPERATION	\$	183.10
172395	DICKS TOWING	TOWING 21-52389	POLICE PATROL	\$	77.54
	DICKS TOWING	TOWING 24-35669	POLICE PATROL	\$	77.54
	DICKS TOWING	TOWING 24-39982	POLICE PATROL	\$	77.54
	DICKS TOWING	TOWING 24-4	POLICE PATROL	\$	77.54
	DICKS TOWING	TOWING 24-42730	POLICE PATROL	\$	77.54
	DICKS TOWING	TOWING 24-43386	POLICE PATROL	\$	77.54
	DICKS TOWING	TOWING 24-43737	POLICE PATROL	\$	77.54
	DICKS TOWING	TOWING 24-43876	POLICE PATROL	\$	77.54
	DICKS TOWING	TOWING 24-44362	POLICE PATROL	\$	77.54
	DICKS TOWING	TOWING 24-44385	POLICE PATROL	\$	77.54
	DICKS TOWING		POLICE PATROL	\$	77.54
	DICKS TOWING	TOWING 24-44516	POLICE PATROL	\$	77.54
	DICKS TOWING	TOWING 24-45608	POLICE PATROL	\$	77.54
	DICKS TOWING	TOWING 24-46865	POLICE PATROL	\$	77.54
	DICKS TOWING	TOWING 24-49427	POLICE PATROL	\$	77.54
	DICKS TOWING	TOWING A7497558	POLICE PATROL	\$	77.54
	DICKS TOWING	TOWING CKL7428	POLICE PATROL	\$	77.54
172396	DOBBS PETERBILT	SHACKLE	EQUIPMENT RENTAL	\$	82.25
	DOBBS PETERBILT	PAN GASKET - H020	EQUIPMENT RENTAL	\$	88.48
	DOBBS PETERBILT	CRANK CASE - H020	EQUIPMENT RENTAL	\$	106.8
172397	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	\$	31.6

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	E&E LUMBER	HAMMER, BATTERY	ENGR-GENL	\$	69.64
172398	EAST JORDAN IRON WOR	WATER VALVE BOXES	WATER DIST MAINS	\$	313.66
172399	EMPLOYMENT SECURITY	Q2/2024 EMPLOYMENT BENEFIT CHARGES	EMPLOYEE BENEFIT PROGRAMS	\$	4,642.51
172400	ENTERPRISE, DEPT OF	LOCAL GOV. SELF-INSURANCE	MEDICAL CLAIMS	\$	256.42
172401	ENVIRO-CLEAN EQUIP	REPLACEMENT HOSE - H008/H016	SEWER MAIN COLLECTION	\$	1,025.62
	ENVIRO-CLEAN EQUIP		STORM DRAINAGE	\$	1,025.63
172402	EVERETT AQUASOX	ADVERTISING	POLICE ADMINISTRATION	\$	6,000.00
172403	EVERETT OFFICE	OFFICE CHAIRS	PROBATION	\$	715.99
	EVERETT OFFICE		MUNICIPAL COURTS	\$	1,657.99
172404	EVERETT STAMP WORKS	LABELS	COMMUNITY DEVELOPMENT-GENL	\$	1,325.00
172405	EVERETT, CITY OF	ANIMALS TO SHELTER	COMMUNITY SERVICES UNIT	\$	6,075.00
172406	FARLEY, TYSON	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	\$	336.00
172407	FERRARO, TABITHA	REIMBURSEMENT - MEAL	SOLID WASTE OPERATIONS	\$	20.00
172408	FIRESTONE	TIRES	EQUIPMENT RENTAL	\$	570.21
172409	GEOTEST SERVICES INC	PROFESSIONAL SERVICE	GMA - STREET	\$	6,683.25
172410	GOVCONNECTION INC	SIERRA WIRELESS MODEM	TRANSPORTATION MANAGEMENT	\$	768.47
172411	GRAINGER	REPLACEMENT PARTS FOR HVAC UNIT	CIVIC CENTER	\$	42.23
172412	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL PROJECT	\$	648.54
172413	GREENSHIELDS INDS	SWIVEL HOOK	EQUIPMENT RENTAL	\$	30.77
172414	GREGCO EXCAVATING	WATER SERVICE LINE/RETAINAGE	UTILITY CONSTRUCTION	\$	(37,920.48)
	GREGCO EXCAVATING		WATER CAPITAL PROJECTS	\$	827,501.92
172415	HAVELLANA, JEREMY	REIMBURSEMENT - MEAL	STORM DRAINAGE	\$	14.30
172416	HD FOWLER COMPANY	PARTS FOR AIR/VAC	WATER RESERVOIRS	\$	27.21
	HD FOWLER COMPANY	LOCATING PAINT	UTILITY LOCATING	\$	63.10
	HD FOWLER COMPANY	PREVENTATIVE MAINTENANCE SUPPLIES	WATER DIST MAINS	\$	233.69
	HD FOWLER COMPANY	PIPE, JOINT FITTINGS	WATER SERVICE INSTALL	\$	411.88
	HD FOWLER COMPANY	PIPE, TEE, CAP	STORM DRAINAGE	\$	1,242.11
172417	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	\$	10,903.52
172418	HOMAGE SENIOR	HOME REPAIR - JULY 2024	COMMUNITY DEVELOPMENT-GENL	\$	8,645.67
172419	HOME DEPOT PRO	GARBAGE BAGS	CUSTODIAL SERVICES	\$	259.61
172420	HUERTA PROPERTIES LL	UB REFUND	WATER/SEWER OPERATION	\$	208.61
172421	INTERSTATE BATTERY	BATTERIES	ER&R	\$	1,095.55
172422	INTL ASSOC CHIEFS	CONFERENCE REGISTRATION	POLICE TRAINING-FIREARMS	\$	225.00
172423	IRON MOUNTAIN	WASHED ROCK	STORM DRAINAGE	\$	308.64
172424	JALILI, BIJAN	PROTEM SERVICE	MUNICIPAL COURTS	\$	185.00
172425	JEFF'S CARPET CLEAN	CARPET CLEANING	RECREATION SERVICES	\$	350.00
172426	JOHNSON, SHADY	REFUND - DELTA ROOM RENTAL	PARKS-RECREATION	\$	190.00
172427	KANEHEN, GREGORY	CHAPLAIN STIPEND - AUG 24	POLICE ADMINISTRATION	\$	750.00
172428	KAREN EVERITT-EMERY	UB REFUND	WATER/SEWER OPERATION	\$	149.13
172429	KBHPNW LLC	REFUND - APPLICATION SUBMITTED IN ERROR	COMMUNITY DEVELOPMENT	\$	1,100.00
172430	KBHPNW LLC	UB REFUND	WATER/SEWER OPERATION	\$	413.62
172431	LANCE, GABE	REIMBURSEMENT - MEAL	SOURCE OF SUPPLY	\$	20.00
172432	LES SCHWAB TIRE CTR	MOBILE REPAIR SERVICE - H022	EQUIPMENT RENTAL	\$	239.54
	LES SCHWAB TIRE CTR	TRACTION RETREAD	ER&R	\$	775.27
172433	LJ TRADING VENTURES	REFUND - APPLICATION FEE	GENL FUND BUS LIC & PERMITS	\$	40.00
172434	LOOMIS	ARMORED CAR/EXCESS LIABILITY	COMMUNITY DEVELOPMENT-GENL	\$	159.26
	LOOMIS		UTILITY BILLING	\$	159.26
	LOOMIS		MUNICIPAL COURTS	\$	159.26
	LOOMIS		POLICE ADMINISTRATION	\$	159.27
	LOOMIS		GOLF ADMINISTRATION	\$	346.40
172435	MANHAS, KULVINDER	WATER/SEWER CONSERVATION REBATE	UTIL ADMIN	\$	50.00
172436	MARSHALL SIGNS INC.	VINYL LETTERING	WASTE WATER TREATMENT PLNT	\$	49.46
172437	MARYSVILLE FIRE	INMATE TRANSPORT	DETENTION & CORRECTION	\$	501.21
172437	MARYSVILLE FIRE	INMATE TRANSPORT	DETENTION & CORRECTION	\$	501.21
	MARYSVILLE FIRE		DETENTION & CORRECTION	\$	653.71
172438	MCDONALD, KEVIN D	HEARING EXAMINER	COMMUNITY DEVELOPMENT-GENL	\$	1,098.24
172439	MCGHEE, JANICE	UB REFUND	WATER/SEWER OPERATION	\$	133.84
172440	MINCH, DAVID J	UB REFUND	WATER/SEWER OPERATION	\$	176.51
172441	NAVIA BENEFIT	PARTICIPANT FEE	PERSONNEL ADMINISTRATION	\$	236.50
172442	NGUYEN, TRAN	REFUND - DANCE CLASS	PARKS-RECREATION	\$	48.00
172443	NORTH SOUND EMERG	INMATE EMERGENCY CARE	DETENTION & CORRECTION	\$	1,350.00
172444	NORTHWESTERN AUTO	PAINT CANOPY - J025	EQUIPMENT RENTAL	\$	428.85
172445	OCCUPATIONAL HEALTH	CDL MED RECERT EXAM - GUNN	UTIL ADMIN	\$	136.00
172446	PALAMERICAN SECURITY	SECURITY SERVICE	PROBATION	\$	(116.80)
	PALAMERICAN SECURITY		MUNICIPAL COURTS	\$	(116.80)
	PALAMERICAN SECURITY		PROBATION	\$	1,265.50
	PALAMERICAN SECURITY		MUNICIPAL COURTS	\$	3,796.50
172447	PARAMETRIX	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL PROJECT	\$	3,187.90
172448	PGC INTERBAY LLC	REIMBURSEMENT - PAYROLL	PRO-SHOP	\$	15,453.14
	PGC INTERBAY LLC		MAINTENANCE	\$	18,441.47
172449	PLATT ELECTRIC	CAMERA PARTS	IS REPLACEMENT ACCOUNTS	\$	14.00

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	PLATT ELECTRIC	LID	GMA-PARKS	\$	61.07
	PLATT ELECTRIC	BOX	GMA-PARKS	\$	78.98
	PLATT ELECTRIC	FITTINGS	GMA-PARKS	\$	124.72
	PLATT ELECTRIC	CAMERA PARTS	IS REPLACEMENT ACCOUNTS	\$	189.35
	PLATT ELECTRIC	WIRE	SOURCE OF SUPPLY	\$	711.50
172450	PLESHA, RHODA	UB REFUND	WATER/SEWER OPERATION	\$	88.71
172451	POLICE & SHERIFFS PR	ID CARD	GENERAL FUND	\$	(3.06)
	POLICE & SHERIFFS PR		POLICE PATROL	\$	35.66
172452	POLYGRAPH INSTITUTE	TRAINING POLYGRAPH	YOUTH SERVICES	\$	5,995.00
172453	PROMOTIONSNOW	STICKERS	YOUTH SERVICES	\$	181.60
172454	PROVIDENT ELECTRIC	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	\$	78.40
172455	PRUDENTIAL INSURANCE	LONG TERM CARE INSURANCE	POLICE ADMINISTRATION	\$	9,795.21
172456	PUD	ACCT #205283641	STREET LIGHTING	\$	9.49
	PUD	ACCT #205026479	STREET LIGHTING	\$	13.05
	PUD		STREET LIGHTING	\$	20.40
	PUD	ACCT #204584361	STREET LIGHTING	\$	20.54
	PUD		STREET LIGHTING	\$	27.23
	PUD	ACCT #205481823	GOLF ADMINISTRATION	\$	27.72
	PUD	ACCT #202177861	PUMPING PLANT	\$	33.00
	PUD	ACCT #221303498	STREET LIGHTING	\$	39.97
	PUD	ACCT #223286667	METER READING	\$	54.54
	PUD	ACCT #201142155	TRANSPORTATION MANAGEMENT	\$	55.41
	PUD	ACCT #204829691	STREET LIGHTING	\$	55.82
	PUD	ACCT #200660439	STREET LIGHTING	\$	64.64
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	\$	68.40
	PUD	ACCT #203996343	STREET LIGHTING	\$	73.16
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	\$	74.17
	PUD	ACCT #221610405	STREET LIGHTING	\$	97.93
	PUD	ACCT #202576112	STREET LIGHTING	\$	143.35
	PUD	ACCT #220020531	STREET LIGHTING	\$	168.50
	PUD	ACCT #222592917	PARK & RECREATION FAC	\$	169.47
	PUD	ACCT #202368197	PUMPING PLANT	\$	211.20
	PUD	ACCT #200812808	PUMPING PLANT	\$	222.26
	PUD	ACCT #203344585	STREET LIGHTING	\$	228.91
	PUD	ACCT #200164598	SOURCE OF SUPPLY	\$	365.43
	PUD	ACCT #202461554	SEWER LIFT STATION	\$	438.19
	PUD	ACCT #201098969	PUMPING PLANT	\$	1,098.82
	PUD	ACCT #202604203	STREET LIGHTING	\$	1,974.57
	PUD	ACCT #202576112	STREET LIGHTING	\$	2,723.74
	PUD	ACCT #202604203	STREET LIGHTING	\$	2,961.86
	PUD	ACCT #202882098	STREET LIGHTING	\$	10,112.29
	PUD		STREET LIGHTING	\$	15,816.67
172457	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	\$	3.71
	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	\$	13.15
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	\$	40.93
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	\$	40.93
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	\$	40.93
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	\$	45.65
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	\$	53.95
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	\$	96.97
	PUGET SOUND ENERGY	ACCT #220026412746	CITY HALL	\$	176.94
	PUGET SOUND ENERGY	ACCT #220026419946	PUBLIC SAFETY BLDG	\$	580.21
172458	PUMP INDUSTRIES, INC	BOOSTER SAMPLE PUMP	SOURCE OF SUPPLY	\$	1,188.75
172459	RADIA INC PS	INMATE EMERGENCY CARE	DETENTION & CORRECTION	\$	30.00
172460	REECE TRUCKING	PAVING	ROADWAY MAINTENANCE	\$	7,111.00
172461	REECE TRUCKING	STATE CORRIDOR IMPROVEMENT	GMA - STREET	\$	1,461,041.58
172462	REECE TRUCKING	STATE CORRIDOR PAVEMENT	GMA - STREET	\$	544,193.35
172463	REECE TRUCKING	ASPHALT SERVICE	WATER SERVICE INSTALL	\$	535.02
172464	RISSMAN, THOMAS & JA	UB REFUND	WATER/SEWER OPERATION	\$	84.80
172465	SANMIGUEL, TARALEE	REIMBURSEMENT - UBER	POLICE PATROL	\$	88.46
172466	SANMIGUEL, TARALEE	HITS 2024 TRAINING	POLICE PATROL	\$	407.00
172467	SETCAN CORPORATION	TRAINING AIDS	GENERAL FUND	\$	(46.90)
	SETCAN CORPORATION		POLICE TRAINING-FIREARMS	\$	545.90
172468	SISKUN POWER EQUIPME	CARBURETOR	SMALL ENGINE SHOP	\$	54.72
	SISKUN POWER EQUIPME	CHAIN SAW SERVICE KIT	SMALL ENGINE SHOP	\$	151.65
	SISKUN POWER EQUIPME	MOWER HEAD, LINE ATTACHMENT	STORM DRAINAGE	\$	275.81
	SISKUN POWER EQUIPME	CHAIN SAW	STORM DRAINAGE	\$	1,062.48
	SISKUN POWER EQUIPME	WATER PUMPS	WATER DIST MAINS	\$	3,404.70
172469	SKAGIT SHOOTING RANG	RANGE RENTAL	POLICE TRAINING-FIREARMS	\$	298.65
	SKAGIT SHOOTING RANG		POLICE TRAINING-FIREARMS	\$	597.30
172470	SMITH, CHARLES W. &	UB REFUND	WATER/SEWER OPERATION	\$	198.7
172471	SMITH, ROBB	REIMBURSEMENT - CDL RENEWAL	WATER FILTRATION PLANT	\$	102.0

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172472	SNO CO SUPERIOR	BAIL POSTED ONLINE	GENERAL FUND	\$	2,500.00
172473	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	\$	1,255.29
172474	SPRAGUE PEST Solutio	PEST CONTROL	POLICE PATROL	\$	109.40
	SPRAGUE PEST Solutio		POLICE PATROL	\$	136.75
172475	STATE PATROL	FINGERPRINT ID SERVICE	INTERGOVERNMENTAL CUSTODIAL	\$	437.25
172476	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATION	\$	1,170.00
172477	TACOMA SCREW PRODUCT	SCREWS	EQUIPMENT RENTAL	\$	34.74
172478	THOMSON REUTERS	SUBSCRIPTION PRODUCT CHARGES	LEGAL-GENL	\$	469.96
	THOMSON REUTERS		LEGAL - PROSECUTION	\$	469.96
172479	TIU, SUSAN	REFUND - OPERA HOUSE DEPOSIT	GENERAL FUND	\$	250.00
172480	TRACY DURNELL CONSUL	EDUCATIONAL MATERIALS CONTRACT	STORM DRAINAGE	\$	2,500.00
172481	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	\$	11,446.82
	TRANSPO GROUP		GMA - STREET	\$	19,885.00
172482	TRANSUNION RISK & AL	INVESTIGATIVE TOOLS	POLICE INVESTIGATION	\$	502.88
172483	ULINE	LAMINATING SUPPLIES	OFFICE OPERATIONS	\$	163.76
	ULINE	JAIL SUPPLIES	DETENTION & CORRECTION	\$	1,110.28
172484	UNUM LIFE INSURANCE	LONG TERM INSURANCE	POLICE ADMINISTRATION	\$	7,809.09
172485	VEOLIA WATER TECH	PARTS FOR UV MAINTENANCE	WASTE WATER TREATMENT PLNT	\$	5,131.39
172486	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	\$	160.04
172486	VERIZON	AMR LINES	METER READING	\$	462.37
	VERIZON	WIRELESS MODEMS	POLICE INVESTIGATION	\$	520.30
	VERIZON		POLICE PATROL	\$	3,362.01
172487	VERMEULEN, ADAM	IGNITE CONFERENCE/TRAINING	POLICE TRAINING-FIREARMS	\$	139.50
172488	VESTIS GROUP INC.	CUSTODIAL CLEANING ITEM RENTALS	CIVIC CENTER	\$	23.40
	VESTIS GROUP INC.		CUSTODIAL SERVICES	\$	136.19
172489	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	\$	231.68
172490	WA STATE TREASURER	PUBLIC SAFETY/BLDG REV - AUG 2024	INTERGOVERNMENTAL CUSTODIAL	\$	872.00
	WA STATE TREASURER		GENERAL FUND	\$	50,955.96
172491	WARD, KEVIN	REIMBURSEMENT - MEAL	STORM DRAINAGE	\$	10.88
172492	WEISER, LISA D	INSTRUCTOR SERVICE	RECREATION SERVICES	\$	319.20
172493	WESTERN SYSTEMS	SIGNAL CABINET DOOR	TRANSPORTATION MANAGEMENT	\$	58,845.15
172494	WHISTLE WORKWEAR	UNIFORM - FRISINGER	UTIL ADMIN	\$	237.37
172495	WHITTEMORE, DAVID &	UB REFUND	GARBAGE	\$	316.63
172496	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	\$	66.37
172497	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT PLNT	\$	68.49
172498	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	\$	86.99
172499	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	\$	55.38
172500	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	\$	55.41
172501	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION PLANT	\$	65.97
172502	ZIPLY FIBER	ACCT #3606580637	COMPUTER SERVICES	\$	232.00
172503	ZIPLY FIBER	PHONE	POLICE ADMINISTRATION	\$	46.79
	ZIPLY FIBER		POLICE PATROL	\$	46.79
	ZIPLY FIBER		COMMUNICATION CENTER	\$	46.79
	ZIPLY FIBER		UTILITY BILLING	\$	46.79
	ZIPLY FIBER		GENERAL SERVICES - OVERHEAD	\$	46.79
	ZIPLY FIBER		GOLF ADMINISTRATION	\$	46.79
	ZIPLY FIBER		COMMUNITY DEVELOPMENT-GENL	\$	93.58
	ZIPLY FIBER		DETENTION & CORRECTION	\$	93.58
	ZIPLY FIBER		OFFICE OPERATIONS	\$	93.58
	ZIPLY FIBER		GOLF ADMINISTRATION	\$	93.58
	ZIPLY FIBER		CITY HALL	\$	140.40
	ZIPLY FIBER		RECREATION SERVICES	\$	187.17
	ZIPLY FIBER		WASTE WATER TREATMENT PLNT	\$	233.96
	ZIPLY FIBER		UTIL ADMIN	\$	233.96
172504	ZUNIGA, DIANA	REFUND - KINDERMUSIK	PARKS-RECREATION	\$	185.00
WARRANT TOTAL:				\$	3,515,405.11



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 23, 2024

SUBMITTED BY: Senior Planner Amy Hess, Community Development

ITEM TYPE: Public Hearing

AGENDA SECTION: **Public Hearings**

SUBJECT: CDBG – Program Year 2023 Consolidated Annual Performance and Evaluation Report (CAPER)

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to approve the Community Development Block Grant Program Year 2023 Consolidated Annual Performance and Evaluation Report and direct Staff to provide a summary of, and response to any comments received during the public hearing into the Report, and forward to the U.S. Department of Housing and Urban Development.

SUMMARY:

ATTACHMENTS:

[Draft PY2023 CAPER for Public Comment.pdf](#)

CR-05 - Goals and Outcomes

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

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

Of the Public Services projects funded, all met or exceeded their goals. The Capital Facilities projects were completed in a timely manner, or are still in process, and met goals.

To date, \$215,225.04 in CDBG funds have been expended by the City of Marysville CDBG Program for Program Year 2023 (PY2023). The activities and operations of these organizations have been vital to the City fulfilling its goals and objectives in assistance to Homeless Needs and Community Development Needs.

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

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

Overall, the goals and objectives outlined in the 2020-2024 Consolidated as well as the Program Year 2023 Annual Action Plan are being met or exceeded, but contending with an ever increasing need.

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

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

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Community Development	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5000	0	0.00%	2500	0	0.00%
Homelessness	Homeless	CDBG: \$	Homelessness Prevention	Persons Assisted	70	70	100.00%	70	70	100.00%
Housing	Affordable Housing Public Housing Non-Homeless Special Needs	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	65	63	96.92%	65	63	96.92%
Non-homeless Special Needs	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	565	1053	186.37%	675	1053	156.00%
Non-homeless Special Needs	Non-Homeless Special Needs	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	

Planning and Administration	Planning and Administration	CDBG: \$	Other	Other	1	1	100.00%	1	1	100.00%
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Table 1 - Accomplishments – Program Year & Strategic Plan to Date

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

In pursuing the strategies and objectives outlined in the Consolidated Plan, the City anticipates increasing the affordability and condition of decent rental and owned housing units for Marysville’s low- and moderate-income residents, as well as the availability and accessibility of decent housing for people who are homeless or have special needs. The availability, accessibility, and sustainability of a suitable living environment for low- and moderate-income residents should increase due to infrastructure and public facilities improvements and support for public services, and support for employment-related public services. Collectively, these strategies should enhance the availability and accessibility of economic opportunities for those in need.

The City of Marysville allotted over \$115,000 of its annual CDBG allocation for the rehabilitation of approximately 75 residential units. This activity supports the Affordable Housing strategy identified in the PY2023 Annual Action Plan (AAP).

In support of the Homeless Needs strategy identified in the 2023 AAP, about \$15,000 was awarded to assist homeless and at risk of homelessness individuals and families with affordable housing and supportive services, which enable them to obtain and maintain stable housing and employment. In all, 25 families were assisted by these funds, meeting the programs goal of 25.

Capital projects, which will provide residents of a low-income areas with improved access to upgraded facilities, received funding in PY2023, supporting the non-housing Community Development Need identified in the 2023 AAP. One capital project is still underway, due to delays related to the environmental review (ER) process. As of the date of this report, the ER is complete and the project is expected to be completed by mid October 2024.

About \$42,000 of the PY2023 allocation was awarded in support of the Non-Homeless Special Needs strategy to agencies that serve low-income seniors and persons with disabilities as well as youth. These funds provided low-income senior and disabled households services, which allowed them to retain their current housing, and reduce the feeling of isolation and assist in providing in-home meals. A program provided by the local

food bank to provide meals to low income/homeless students has proven to fill an ever-growing need in the Marysville community. The program again met its expected goals. The City has seen the demand for these types of services increase as the cost of living and basic necessities continues to increase.

Lastly, \$53,000 was allocated for Planning and Administration of the program. City staff administers this grant with the support of these funds.

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

CR-10 - Racial and Ethnic composition of families assisted

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

91.520(a)

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

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

Narrative

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

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	365,032	

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

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

Table 4 – Identify the geographic distribution and location of investments

Narrative

Leveraging

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

CR-20 - Affordable Housing 91.520(b)

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

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

Table 5 – Number of Households

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

Table 6 – Number of Households Supported

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

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

Discuss how these outcomes will impact future annual action plans.

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

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

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

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

Table 7 – Number of Households Served

Narrative Information

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

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

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

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

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

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

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

The City distributes information to a large e-mail distribution list that includes agency staff serving homeless and other vulnerable populations. This provides a useful vehicle for agency staff and outreach workers to stay informed of community resources or other opportunities that might assist in their work connecting homeless persons with housing/services. Standardized assessment of needs occurs through the outreach/engagement team referenced above as well as homeless housing navigators specializing in different areas. Youth outreach workers engage and assess homeless youth throughout Snohomish County. Cocoon House opened a youth center in 2019 that provides resources for people ages 12-24 and their families. The facility provides direct access to mental health and substance abuse services,

educational opportunities and vocational resources.

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

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

Addressing the emergency shelter and transitional housing needs of homeless persons

Housing Hope received CDBG funds in PY2023 to provide not only low-income housing to homeless and at risk of homelessness persons and families, but supportive services that include adult education, life skills training, such as money management, cooking, parenting and decision making, and case management that aid in transitioning to stable, permanent housing. These services resulted in 70 individuals (25 families) maintaining current housing or moving on to permanent stable housing, increasing their ability to obtain and maintain employment, and completing steps towards securing disability related income where appropriate.

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

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

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

The County and Continuum of Care (CoC) continues to work with shelter providers to strategize

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

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

Funds were awarded to Housing Hope, which provides transitional housing in conjunction with comprehensive supportive services and permanent supportive housing to families and individuals who are homeless or at risk of becoming homeless. In PY2023, Housing Hope expected to serve 25 families, and was able to serve all 25. All of the homeless or at risk of homelessness families served, maintained their current rental housing or moved to other permanent stable housing, exceeding the expected 20 of 25 families. Individuals also met or neared expectations in the areas of increasing their ability to obtain and maintain employment as well as securing additional disability related income.

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

Funds awarded to Homage Senior Services of Snohomish County provide services to low income seniors and disabled adults. Many of the repairs provided result in individuals being able to stay in their homes and retain their independence rather than becoming homeless or being forced into assisted living establishments. The Meals on Wheels program provided 11 unduplicated Marysville residents meals delivered to their homes, improving their health and independence. This program acts as another point of contact to put clients in touch with needed services to assist in retaining their housing and independence.

A small amount of remaining CDBG-CV funds was awarded to the Marysville Food Bank to upgrade their cooler systems and capacity in preparation of a future event similar to the COVID-19 pandemic. The facility is now equipped with more space and more reliable equipment to store and disperse food in the event of an emergency.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City allocated approximately \$15,000 of CDBG funds that provided supportive services that address the needs of the homeless population. Specifically, funds were utilized by the organization for transitional housing with supportive services and permanent supportive housing to aid families in the transition to self-sufficiency. In PY2023, 100% of those served by these funds were able to maintain their housing or obtain other permanent stable housing. Ninety percent of those served increased their ability to obtain and maintain employment.

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

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

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

Actions taken to address the needs of public housing

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

During the 2023 program year, the Housing Authority of Snohomish County (HASCO) continued to administer HUD Section 8 Voucher programs that provide rental assistance to very low-income and extremely low-income households in Snohomish County. HASCO completed disposition of its public housing units as described below and continued to manage other units of assisted affordable housing in Snohomish County.

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

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

The City is working with legislators to expand the low-income housing tax credit, designed to help finance affordable housing and lower housing costs. The City supports local efforts on the federal level

of expanding the credit to apply not just for new construction, but refurbishing existing housing as well.



Low income housing

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

During the 2023 program year, HASCO continued to undertake the following activities to encourage its program residents to become more involved in management and participate in homeownership programs:

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

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

Actions taken to provide assistance to troubled PHAs

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

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

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

During the 2023 program year, the City worked to reduce barriers to affordable housing by awarding CDBG funds to projects that help develop or maintain decent and safe affordable housing for low-to-moderate-income persons in our community. The City offers Residential Density Incentives, which allow developers increased density in exchange for rental housing permanently priced to serve nonelderly low-income households or designed and permanently priced to serve low-income senior citizens. These incentives are currently being reviewed to determine if revisions are necessary to encourage developers to take advantage of them or if alternative incentives should be developed. The City's Long Range Planning division is reviewing possible code revisions to address the ever-increasing need for affordable housing and to be in compliance with new legislation adopted.

The City is will be working to adopt an ordinance in response to House Bill 1110, which may provide additional housing options.

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

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

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

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

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

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

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

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

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

Home built after 1978 - LBP Requirements are not required.

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

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

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

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

Public Service projects funded provide case management, employment and training support, and other supportive services that assist low-income and homeless persons obtain the skills, income, and other resources necessary to move towards self-sufficiency. Twenty-five families were served by CDBG funds during PY2023, all of whom were able to maintain their current housing or transition to permanent

housing and increase their ability to obtain and maintain employment.

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

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

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

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

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

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

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

The major impediments to fair housing opportunities identified in Snohomish County and the City of Marysville include the lack of information and referrals of housing complaints to appropriate agencies; a

likely pattern of discrimination against people with disabilities; limited transit options for low income, disabled, senior residents and refugees; and a likely pattern of mortgage lending discrimination against people of color. The City is working with Community Transit on adding additional routes and stops in areas of need and in areas with large expected population increase. The Bus Rapid Transit (BRT) lines will help to connect residents to employment and service areas.

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

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

CR-40 - Monitoring 91.220 and 91.230

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

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

Quarterly reports are analyzed upon receipt to ensure that the subrecipients are progressing toward their goals and expected outcomes in a timely manner. During PY2023, all quarterly reports received demonstrated that subrecipients were progressing in a timely manner towards meeting their goals and expending funds, often times well before the end of the program year.

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

Based upon review of the City's performance and accomplishments during the past year, the City is meeting the objectives outlined in the 2020-2024 Con. Plan. Staff has taken an active role addressing the special needs populations within the community and actively pursued the resources identified in its 2020-2024 Con. Plan and 2023 AAP that it would use to carry out the programs and activities. Target populations were assisted in ways which allowed them to increase the safety and livability of their homes, increase food security, retain independence, as well the availability of training and resources to enable them to obtain and maintain jobs and more permanent income and housing. Gaps in infrastructure and safety in key areas were addressed as were improvements to public facilities. Remaining COVID-19 funds were used to prepare for similar future situations.

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

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

Staff has continued to work with subrecipients to ensure timely submittal of required reports. Review of these reports gives staff the opportunity to ensure that the City is progressing towards the goals and objectives outlined in the 2020-2024 Consolidated Plan as well as the 2023 Annual Action Plan.

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

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

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



CDBG PY2023 DRAFT CAPER RELEASED

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

Notice is hereby given that the Community Development Block Grant (CDBG) Program Year (PY) 2023 Consolidated Annual Performance and Evaluation Report (CAPER) is available for public review and comment, and a Public Hearing will be held Monday, September 23, 2024 at 7:00 PM in the City Council Chambers, 501 Delta Ave.

PY2023 Consolidated Annual Performance Evaluation Report (CAPER): The CAPER provides HUD and the residents of the City an opportunity to evaluate the overall progress of the CDBG Program in carrying out the priorities and specific objectives identified in the Consolidated Plan and PY2023 Annual Action Plan (AAP). It also describes actions, changes and accomplishments during PY2023 resulting from the CDBG Program funded through HUD.

How to obtain copies: Copies of the DRAFT PY2023 CAPER are available for review at the City of Marysville's web page <http://marysvillewa.gov/> Copies will be made available in a format accessible to persons with disabilities, upon request.

Public Comments: The City of Marysville invites comments from all interested persons. Both oral and written comments will be accepted at the public hearing. Written comments from persons who are unable to attend the public hearing are also welcome and must be received by Monday, September 23, at 4:00 PM in order to be included in the CAPER.

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

Additional Information: For additional information, please contact Kathryn Bird kbird@marysvillewa.gov, 360.363.8232 or Amy Hess ahess@marysvillewa.gov, 360.363.8215.

Public Notice

CR-45 - CDBG 91.520(c)

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

No changes are proposed for the program objectives. The result of recent experiences has proven that those receiving Marysville CDBG funds are expending them in a timely fashion, and supporting populations and needs identified in the 2020-2024 Consolidated plan and 2023 Annual Action Plan. Subrecipients have also proven that they can adapt and identify vulnerable populations amid the ever-changing landscape of record high inflation and housing costs.

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

No

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

CR-45 - CDBG 91.520(c)

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

No changes are proposed for the program objectives. The result of recent experiences has proven that those receiving Marysville CDBG funds are expending them in a timely fashion, and supporting populations and needs identified in the 2020-2024 Consolidated plan and 2023 Annual Action Plan. Subrecipients have also proven that they can adapt and identify vulnerable populations amid the ever-changing landscape of record high inflation and housing costs.

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

No

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

CR-58 – Section 3

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

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 23, 2024

SUBMITTED BY: Planning Manager Chris Holland, Community Development

ITEM TYPE: Special Event Permit

AGENDA SECTION: New Business

SUBJECT: Freedom Run 5K - Special Event Permit (SEP24-002)

SUGGESTED ACTION: Recommended Motion: I move to approve the Special Event Permit for Freedom Run 5K, to be held exclusively in the grassy area of Ebey Waterfront Park and Ebey Water Front Trail, subject to the conditions outlined in the Staff Recommendation.

SUMMARY:

Description: The FREEDOM RUN for Women's Health and Wellness Family 5k is a collaborative community development and engagement event designed to enhance and strengthen awareness by providing health and wellness vendors and increasing access to wellness centered activities that improve a sense of participatory health, wellness, and belonging while bringing forth solutions to community wellbeing and the cardiovascular challenges specifically impacting the health outcomes of women and girls.

Participants: 100+ people including race participants and family members.

City Facilities Utilized: *Closure of the north grass area (only)* of Ebey Waterfront Park; closure of Ebey Waterfront Trail; and Utilization of the Ebey Waterfront Restroom.

Onsite Activities: Hula Hoop contest, jump rope activities, bubble and art, family photo station, health and wellness vendors, 2 or 3 food vendors, women's screening station and women's wellness activity tables.

ATTACHMENTS:

[E013 - Staff Recommendation - SEP24-002.pdf](#)

MEMORANDUM

DATE: September 23, 2024
TO: City Council
FROM: Chris Holland, Planning Manager
RE: Freedom Run 5K – Special Event Permit
SEP24-002
ATTACHED: Special Event Permit Application
Liability Insurance
Event Flyer
Event Pamphlet
Project Narrative
Site Plan

Pursuant to [MMC 5.46.040\(2\)](#), special events involving street closures or impact to city services requires City Council Approval. The applicant is proposing to utilize the grassy area located on the northeast side of Ebey Waterfront Park and utilize Ebey Waterfront Trail for the event, as further described below:

Event: Freedom Run Women’s Health and Wellness Family 5K run.
Date: October 19, 2024
Time: 8AM (assembly) – 2PM (disbanding) – 5K race and activities 9AM – 1PM
Location: Ebey Waterfront Park and Trail

Description: The FREEDOM RUN for Women’s Health and Wellness Family 5k is a collaborative community development and engagement event designed to enhance and strengthen awareness by providing health and wellness vendors and increasing access to wellness centered activities that improve a sense of participatory health, wellness, and belonging while bringing forth solutions to community wellbeing and the cardiovascular challenges specifically impacting the health outcomes of women and girls.

Participants: 100+ people including race participants and family members.

City Facilities Utilized: *Closure of the north grass area (only)* of Ebey Waterfront Park; closure of Ebey Waterfront Trail; and Utilization of the Ebey Waterfront Restroom.

There is no information that has been provided related to solid waste and recyclables, or any assistance needed from City Staff.

No road closures are proposed.

Onsite Activities: Hula Hoop contest, jump rope activities, bubble and art, family photo station, health and wellness vendors, 2 or 3 food vendors, women’s screening station and women’s wellness activity tables.

Staff Recommendation

The application materials were routed to affected departments for review in accordance with [MMC 5.46.060](#)(1). Based on a review of the application materials, staff recommends **approval** of the Special Event Permit, subject to the following conditions:

Public Works Administration

Jeff Laycock, Public Works Director
360.363.8274
jlaycock@marysvillewa.gov

1. The trail shall be posted at least three (3) days in advance of the proposed special event. Please contact Jeramie Roth, Parks Maintenance Supervisor, at 360.363.8175 jroth@marysvillewa.gov, regarding sign placement. The event sponsor shall work with Marysville Parks, Recreation and Culture staff on the sign content.
2. The proposed special event does not mean the sponsor has exclusive use of Ebey Waterfront Park and Ebey Waterfront Trail during the event. The park and trail will still be open to the public.
3. Parking within Ebey Waterfront Park is paid parking and is a maximum of two (2) hours. Attendees shall be required to utilize street parking in the area.
4. No parking shall be allowed within the stalls designed for truck and boat trailer parking.



City of Marysville Parks, Culture and Recreation

Dave Hall, Assistant Director
360.363.8403
dhall@marysvillewa.gov

5. The event organizers shall provide additional toiletries to ensure the park bathroom does not run out of supplies during the event.

Marysville Fire District

Brian Merkley, Assistant Fire Marshal
360.363.8500
bmerkley@mfdrrfa.org

6. Any food trucks that wish to participate in this event shall possess a valid food truck permit from the WSAFM statewide inspection program as Marysville Fire District is a participating agency.
Please refer to link for more information: https://www.wsafm.com/Food_Trucks
 7. If a food truck does not have this permit, Marysville Fire District will conduct inspections upon request. Requests can be made by calling the district's Help Line at 360-363-8525 at least 24 hours in advance.
-

SPECIAL EVENT PERMIT APPLICATION

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270
 (360) 363-8100 ♦ (360) 651-5099 FAX ♦ Office Hours: Monday - Friday 7:30 AM - 4:00 PM

FOR AGENCY USE	Date:	File:	Fee: \$
	NAME OF EVENT		PROPOSED DATES
	FREEDOM RUN WOMENS HEALTH AND WELLNESS FAMILY 5K EVENT 2024		10/19, or 10/12, 9/28
	APPLICANT	SPONSORING NON-PROFIT	EVENT ORGANIZER
Name	BRE INNOVATIVE SOLUTIONS	North Sound ACH	AUTRINA MARTINDALE
Mailing Address	PO BOX 3372	PO Box 4256	PO BOX 3372
City, State, ZIP	RENTON WA 98056	Bellingham, WA 98227	RENTON WA 98056
Phone (home/office)	253-234-7055	(360) 543-8858	253-234-7055
Phone (cell)	253-234-7055	(360) 543-8858	253-234-7055
E-mail	BRERVPTEAM@GMAIL.COM	Communications@NorthSoundACH.org	BRERVPTEAM@GMAIL.COM
SITE INFORMATION			
Set-up date/time	10-19-2024 8 AM	Dismantling Date/time	10/19/24 2 PM
		Hours of operation	6 HRS
Estimated number of participants	100	Will admission fee be charged? (please note amount)	5K REG FEE \$35.00 PP
Will alcohol be served at event? (if yes please explain)	NA NO ALCHOHOL WILL BE OFFERED AT THIS EVENT		
Type of activity planned (Describe event)	The Women's Health and Wellness Family 5k is a collaborative community development and engagement event designed to enhance and strengthen awareness by providing health and wellness vendors and increased access to activities for improving the health and wellbeing outcomes of women and girls. (see pdf)		
Location to be used (Describe area to be used, attach map/route plan)	Ebey Waterfront Park and Trail: A SMALL PORTION OF THE PARKING LOT WILL BE USED FOR VENDORS, THE TRAIL will be used FOR THE 5/10K AND DESIGNATED GREEN SECTIONS WILL BE USED FOR REGISTRATION , HOSPITALITY ACTIVITIES AND SECURITY STATIONS . (see pdf)		
Detailed Description of Proposed Activities	Grounds Activities include: 5k REGISTRATION 5k race, Photo station UP TO THREE HOSPITALITY STATIONS AT LEAST ONE SECURITY STATION Youth activities for kiddos and parents include Hoola Hoop contest Jump rope activities ,Bubbles and Art family photo Station, health and wellness vendors and womens screening station.		
Does event involve political or religious activity intended primarily for the communication or expression of ideas?	NOT APPLICABLE		



COMMUNITY DEVELOPMENT DEPARTMENT

80 Columbia Avenue ♦ Marysville, WA 98270

(360) 363-8100 ♦ (360) 651-5099 FAX

City of Marysville – Special Event Permit Application

Indemnification – Hold Harmless

Applicant shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the Event or from any activity, work or thing done, permitted, or suffered by Applicant during the Event, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

Insurance

The applicant shall procure and maintain for the duration of the Event, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Event. The policy shall be written on an occurrence basis, shall be written for a period of not less than 24 hours prior to the event and extending for a period not less than 24 hours following completion of the event, and shall contain a provision prohibiting cancellation of the policy, except upon 30 days written notice to the City of Marysville. The insurance policy shall contain, or be endorsed to contain, that the Applicant's insurance coverage shall be primary insurance as respects to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Applicant's insurance and shall not contribute with it. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and authorized to do business in the State of Washington.

Applicant shall provide a certificate of insurance evidencing:

1. General Liability insurance covering the Event, participants, products-completed operations and contractual liability with limits of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. The city as an additional insured.

Certificate of Insurance will be provided prior to permit issuance. A copy of the endorsement naming the city as an additional insured shall be attached to the Certificate of Insurance.

Applicant shall include all subcontractors and concessionaires as additional insured under its policies and provide the City with the certificates of insurance and endorsements evidencing such insurance or shall furnish the separate certificates of insurance and endorsements issued under each subcontractor's and concessionaire's insurance policy. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for Applicant.

If the event is approved for the consumption of alcohol, whether sold or not, Applicant shall procure and maintain for the duration of the Event, Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The City is to be named as an additional insured on Liquor Liability insurance. Host Liquor Liability coverage may be substituted when alcohol is consumed and not sold during the Event with the prior written approval of the City.

Applicant specifically acknowledges that the route it has chosen for the event may include portions of the roadway which may be currently under construction. Applicant accepts the condition of the route as it currently exists. Applicant acknowledges that there are various conditions commonly associated with road construction including but not limited to plates in the roadway, construction machinery and loose asphalt and gravel. Applicant agrees to defend, indemnify and save harmless the City of Marysville, its officers and employees, for any accidents or injuries arising out of the event including but not limited to accidents associated with roadway construction.

This permit may be summarily revoked by the City at any time when by reason of disaster, public calamity, riot or other emergency the City determines that the safety of the public or property requires such revocation. Notice of such action will be delivered in writing by personal service or certified mail.

City of Marysville – Special Event Permit Application

City of Marysville – Special Event Permit Application

Applicant Signature

I hereby agree to abide by the conditions listed on Page 2 of the Special Event Permit Application:

Owner of BRE Innovative Solutions LLC

Applicant Signature

Dated this 26th day of June, 2024

City of Marysville Approval

City Clerk or Designee

Dated this _____ day of _____, 20____

(For Official Use Only)

Approved By: _____	Parks & Recreation Dept.	_____	Sanitation Division
_____	Planning Division	_____	Surface Water Division
_____	Building Division	_____	Finance Dept.
_____	Streets Division	_____	Fire District
_____	Police Dept.	_____	Mayor/Designee

Permit detained for the following reasons:

Recommended approval under the following conditions:

Number of monitors/staff required:

Proof of Insurance? (Please circle) Yes No

Bond required? (Please circle) Yes No

Recommended approval to proceed with liquor licensing:

Pre-event walk through scheduled for:

Post-event walk through scheduled for:

Attachments:

Estimate of Expenses

Sample advertising materials



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2024

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C. No): INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10200
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			P100.951.669.1	10/12/2023	10/12/2024	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y / ☐ N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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Onsite Activities For Kids and Parents include a Hoola Hoop Contest, Jump Rope Activities, Bubbles and Art, Family Photo Station, Women's Health and Wellness Vendors, Health Screening info, and Women's Wellness Activities tables.



WOMEN'S HEALTH
AND WELLNESS

FREEDOM
RUN

GET INVOLVED

2024

WHY WE RUN

Our primary goal is to promote awareness about women's health and wellness and create community in support of

- Fitness
- Heart disease prevention
- Management among women

emphasizing the importance of early detection and healthy lifestyle choices.

Additionally, we aim to foster a sense of community support and empowerment, encouraging participants and their families to adopt sustainable wellness practices.

WAYS TO GET INVOLVED

Register
Volunteer
Sponsor
Advertise
Donate

Logos: North Sound ACH, DRE, and a QR code.



This race will be chip-timed.
Packet pick-up will be available at
9 am on the day of the race only.
The race will begin at 10:30 a.m. and activities will
begin at 11 am until 1 pm

RUN OR WALK

EBEY WATERFRONT PARK 1404 1ST ST,
MARYSVILLE, WA 98270 9AM-1PM

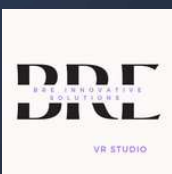
SATURDAY OCTOBER 19TH 2024

LIKE/SHARE 

5K/10K

\$35.00PP

87



WOMEN'S HEALTH AND WELLNESS

FREEDOM ***RUN***

2024



October 19, 2024

Onsite Activities For Kids and Parents include a Hoola Hoop contest, Jump Rope activities, Bubbles and Art, Family Photo Station, Women's Health and Wellness Vendors, and Health Screening info, Women's Wellness activity tables.

WHY WE RUN

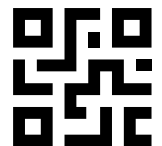
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- Fitness
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- emphasizing the importance of early detection and healthy lifestyle choices.

Additionally, we aim to foster a sense of community support and empowerment, encouraging participants and their families to adopt sustainable wellness practices.

WAYS TO GET INVOLVED

Register
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Freedom Run Women's Health and Wellness Family 5k

Ebey Waterfront Park, Marysville WA

Proposal Narrative, Site-Plan and Area Maps

Date Written June 27, 2024

Revised August 22, 2024

Autrina Martindale



Special Event Organizers

Autrina Martindale Applicant and Event Organizer

BRE Innovative Solutions

PO BOX 3372 Renton 98056

Cell-253-234-7055

brervpteam@gmail.com

Darnesha Weary Event Partner

Black Coffee NW Grounded

2300 So. Jackson St

Seattle WA 98144

2063348475

darnesha@blackcoffeenw

Special Event Sponsor

North Sound ACH Event Sponsor

PO Box 4256

Bellingham, WA 98227

(360) 543-8858

Communications@NorthSoundACH.org

Statement of Fiscal Responsibility

I, Autrina Martindale, hereby certify that BRE Innovative Solutions, as the official organizing applicant, will be financially responsible for any city fees or costs that may be imposed for the special event.

Proof of **Liability Insurance (B)**, **Fiscal Sponsor (C)** and **ACH Award (D)** data included
(See Exhibit B, C, D) **Updated Liability Insurance**

(See Exhibit E - SEP)

June 27, 2024

E.D./Owner BRE INNOVATIVE SOLUTIONS

Emergency Contacts

Emergency Contacts and Designated Monitors include but are not limited to:

Passion Johnson (Project Lead) (206) 468-6704

Krista McClimans (Project Lead) 425-418-3777

Delon Lewis 206-437-4630

Kendra Montgomery (Project Lead) 425-280-5498

Autrina Martindale (Event Organizer and Partnering Organization Exec. Director) 253-234-7055

Darnesha Weary (Partnering Organization CEO Black Coffee NW) 206-334-8475

Statement of Authorization

Freedom Run Women's Health and Wellness Family 5k is a collaborative effort, hosted on behalf of BRE INNOVATIVE SOLUTIONS, support health and wellness access, foster community and support family wellness with an emphasis on Women's Health and Wellness.

As Executive Director and owner I am Authorized to apply for the special event permit on behalf of BRE INNOVATIVE SOLUTIONS.

Statement of Purpose

The ***FREEDOM RUN for Women's Health and Wellness Family 5k*** is a collaborative community development and engagement event designed to enhance and strengthen awareness by providing health and wellness vendors, and increasing access to wellness centered activities that improve a sense of participatory health, wellness, and belonging while bringing forth solutions to community wellbeing and the cardiovascular challenges specifically impacting the health outcomes of women and girls.

With an emphasis on women of color and their families, our community collaboration efforts will uplift the mission of participatory cardiovascular health and overall wellness by hosting this community and family wellness 5k emphasizing women's health for about 100+ women and families.

In collaboration with local sponsors and vendors, we hope that this experience draws women and their families together, enhancing awareness surrounding health and fitness and create a pathway to open doors and to aid in the development of long-term collaborative community wellness solutions, sustainable networks, and healthier outcomes.

Statement of Fees Charged

Registration cost for this family friendly run is \$35 per registration.

Packet pick-up will be available at 9am on the day of race only.

The race will begin at 10 :30 a.m. and activities will begin at 11am until 1pm .

All ages of participants may run or walk the route.

Water will be available at no cost.

Limited snacks and food vendors will be available.

All registered participants will be awarded a medal !!

Photo decals will be set up for the 1st, 2nd and 3rd place winners

This race will be chip timed.

Restrooms onsite.

No animals please.

Registration fees will help to cover the cost of the event.

All “participants” and/or parents/guardians of minors are required to sign a release/waiver.

There will be no alcohol served at this event.

Location, Date, Times

Proposed Location; *Ebey Waterfront Park and Trail*

Proposed Event Dates: *October 19th, 2024 (Preferred)*

Proposed Area Usage times:

Assembly: 7 AM

Disbanding: 2 PM

5K Race and Activities: 9 AM – 1 PM

Proposed assembly area; (See Exhibit A) NE AREA

Proposed site and 5K route, (See Exhibit A for a map and written narrative)

Proposed site of vending areas; (See Exhibit A) NE AREA

Proposed site for disbanding area; (See Exhibit A) NE AREA

Proposed alternative dates:

October 12, 2024

Or

September 28th 20, 2024

Area Usage Details

All event activities will be held on grassy areas and the trail only.

Number of persons that will constitute the special event. Approximately **100+ people** including race participants and family members.

No animals are anticipated to be part of the special event.

No special vehicles will be used in the special event.

A food truck may be used and proposed to park in old Baxter Property Cement Slab on the North side of the park.

Bands or other musical units:

A microphone and speakers may be used for announcements and an MC may provide light music. No band will be used for this event. Minimal equipment will be used to produce sounds or noise. ***Per discussion, the Event Organizer will provide generator for power.***

Sanitation facilities; On-site. Per discussion, ***additional toiletries will be provided by the Event Organizer and added to the existing facilities the morning of the race.***

Other equipment or services: **Safety and Hospitality Teams** will be designated by event partners for participant and public health and safety. First Aid teams will be available.

Teams will use wagons and set up tray table stations off the trail, near the benches as shown on the map. No tents will be used. (Amendment #5)

Safety and Hospitality Teams

Evacuation Routes have been added to the map. (Amendment #1)

A Minimum of 6 persons are proposed to monitor the special event and provide spectator or participant control and direction for the special event.

A Minimum of 8 safety and hospitality persons are proposed to provide security and first aid for spectator or participant control for the special event.

Provisions will be made for first aid and or emergency medical services, based on special event risk factors. First aid kits and emergency response teams on site.

Insurance and surety bond information (See Exhibit B)

Hiscox Liability Insurance Coverage provides coverage of \$1,000,000 for individual incidents, \$2,000,000 aggregate, per event, against all claims arising from special event pursuant to MMC Chapter 5.46.070

Insured: Black Coffee Northwest

16743 Aurora Ave. N. Seattle, WA 98133

Policy #P100.951.669.1 **(See Exhibit B)**

There are no foreseen special or unusual requirements that may be imposed or created by virtue of the proposed special event activity.

Updated Liability Insurance

Hiscox Liability Insurance Coverage provides coverage of \$1,000,000 for individual incidents, \$2,000,000 aggregate, per event, against all claims arising from special event pursuant to MMC Chapter 5.46.070

Insured: BRE Innovative Solutions

PO BOX 3372

Renton, WA 98056

Policy # P103.746.678.1

The City of Marysville was added as an additional insured.

**Policy submitted to the City of Marysville with amendment as a separate pdf .
(Amendment #6)**

Vendors will supply their own liability coverage.

Marketing Plans

The marketing plan will consist of a collaborative multi organizational cross marketing strategy through community events. Marketing will begin immediately upon site approval. General Public social media, online and email marketing ads and notifications will be used for the majority of event marketing purposes.

(See Exhibit E)



Event timeline

Assembly: 7 AM

5K Registration and Race 9 AM – 12 PM

Activities, Photos and Vendors 11AM-1PM

Clean up and Tear down 1 PM -2 PM

Disbanding: 2 PM

Parking Areas (See Exhibit A)

Adequate event parking will be available on site.

Per our discussion 8*22*24, The event organizer will provide cones, bollards and or other form of barrier to alleviate participant spillage into parking are. The safety team will also be available to assist, therefor ensuring participant safety and accessible parking stalls for boats and trailer traffic.

If approved by Council, signage indicating the trail will be closed, may be installed in key locations, (if needed) a minimum of one (1) week in advance of the event. This will also be coordinated with PW – Streets Department.

(See Exhibit A)

Additional Event Details

City assistance being requested.

No additional assistance needed beyond normal operations.

We would love to see the Mayor and City Council Members', attendance calendars permitting.

Other information required by the city NA

Additional Attachments:

City of Marysville 5k Event Proposal (this document)

All additional documents, Exhibits A-F, are included in separate pdf documents

Ebey Outline Special Event Narrative, Area and 5K route map (Exhibit A)

Proof of Liability Insurance (Exhibit B),

Fiscal Sponsor (Exhibit C)

Proof of Fiscal Responsibility Sponsorship Support ACH Award (Exhibit D)

City of Marysville Special Event Permit Application (Exhibit E)

EVENT FLYER (Exhibit F)

Updated ***Liability Insurance***

All link to [MMC Chapter 5.46 Special Events](#). Pursuant to MMC 5.46.030

EXHIBIT A –E ADDITIONAL DOCUMENTS

Proposed Event: FREEDOM RUN Women's Health and Wellness Family 5k
Proposed Location Ebey Waterfront Park and Trail
Potential Proposed Saturday Activity Event Dates include;
October 19th 2024 (Preferred)
Proposed time: 7 am-2 pm (including set up through clean up)

Statement of Purpose: The FREEDOM RUN for Women’s Health and Wellness Family 5k is a collaborative community development and engagement event designed to enhance and strengthen awareness by providing health and wellness vendors, and increasing access to wellness centered activities that improve a sense of participatory health, wellness, and belonging while bringing forth solutions to community wellbeing and the cardiovascular challenges specifically impacting the health outcomes of women and girls.

Grounds Use Narrative:

5k REGISTRATION tables, 5k race for approx. 100 participants, (see aerial map)

UP TO THREE SAFETY AND HOSPITALITY (first-Aid) STATIONS

AT LEAST ONE SECURITY STATION

6 Designated EVENT Monitors and 6 ON Location AREA Monitors

Onsite Activities for kids and parents

activities, Bubbles and Art, Family Photo Station, Health and Wellness vendors, 2 or 3 food vendors
Women's Screening info station, Women's Wellness activity tables.

No city street traffic will be disrupted due to this event.

See Exhibit A

EXHIBIT A –E ADDITIONAL DOCUMENTS

Emergency Contact and Designated Monitors include but not limited to

Passion Johnson (206) 468-6704

Krista McClimans (Project Lead) 425-418-3777

Delon Lewis 206-437-4630

Kendra Montgomery 425-280-5498

Autrina Martindale (Event Organizer and Partnering Organization Director) 253-234-7055

Darnesha Weary (Partnering Organization CEO Black Coffee NW) 206-334-8475

Additional documents in separate pdf's





EXHIBIT A



All Documents A-E included in separate pdf documents

City of Marysville 5k Event Proposal

Ebey Outline Special Event Narrative and 5K route map (Exhibit A)

Proof of Liability Insurance (Exhibit B),

Fiscal Sponsor (Exhibit C)

Fiscal Liability Sponsorship Support ACH Award (Exhibit D)

City of Marysville Special Event Permit Application (Exhibit E)

EVENT FLYER (Exhibit F)



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 23, 2024

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Professional Services Agreement with Reichardt & Ebe Engineering Inc. for construction management services for the 53rd Ave NE and 61st St NE Intersection and Shared-Use Path Improvements project.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Reichardt & Ebe Engineering Inc.

SUMMARY:

The 53rd Ave NE and 61st St NE Intersection and Shared-Use Path Improvements project includes construction of a new signal at the existing 53rd Ave NE and 61st St NE intersection and a shared-use path along 53rd Ave NE between 61st St NE and 64th St NE. The project is funded in part by federal FHWA funds and the Transportation Improvement Board (TIB).

On July 2, 2024, the City advertised a Request for Proposals (RFP), asking firms to submit written proposals to provide construction management services, including inspection and material testing, related to the project. Proposals were due on July 24, 2024. Only one proposal was received.

After a review of the proposal, and an interview, the selection committee determined that Reichardt & Ebe Engineering Inc. is suitable and qualified for the project. The attached Professional Services Agreement will provide construction management services to ensure the work is performed with necessary oversight in accordance with federal funding requirements. It is in staff's opinion that the negotiated scope and fee of \$159,850.24 demonstrate the required effort to perform construction management services for this project. Of this amount, up to \$106,640 in federal funds will be reimbursed to the City, resulting in \$53,210.24 of the City's share.

ATTACHMENTS:

[PSA_53rd Ave NE 61st NE - R&E_09-13-24.pdf](#)

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Reichhardt & Ebe Engineering, Inc.		
Address 423 Front Street - PO Box 978 - Lynden, WA 98264	Federal Aid Number CRPUL-CM-9931(027)	
UBI Number 601 434 842	Federal TIN	
Execution Date	Completion Date 12/31/2028	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No	
Project Title 53RD AVE NE & 61ST ST NE INTERSECTION AND SHARED-USE PATH IMPROVEMENTS		
Description of Work Perform professional services for the City of Marysville (City), including construction support services, inspection, material testing, and material document control. See Attached Exhibit A		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Maximum Amount Payable: 159,850.24

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

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.

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 absence 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:		If to CONSULTANT:	
Name:	Steven Miller	Name:	Nathan Zylstra
Agency:	City of Lynden	Agency:	Reichhardt & Ebe Engineering, Inc.
Address:	80 Columbia Avenue	Address:	423 Front Street - PO Boz 978
City:	Marysville	City:	Lynden
State:	WA	State:	WA
Zip:	98270	Zip:	98264
Email:	smiller@marysvillewa.gov	Email:	nathanz@recivil.com
Phone:	360-363-8100	Phone:	360-354-3687
Facsimile:		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 conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must 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.

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. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. 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 lowest price available, 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 the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all 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 these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum 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.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **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 SERVICES under this AGREEMENT, contingent 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. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," 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

E. **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 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 acknowledgment 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 agreement. 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 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.

Agreement Number:

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 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 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 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.

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. The Parties have mutually negotiated this waiver.

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: Steven Miller
Agency: City of Marysville
Address: 80 Columbia Avenue
City: Marysville State: WA Zip: 98270
Email: smiller@marysvillewa.gov
Phone: 360-363-8100
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 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.

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 AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS 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.

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 and AGENCY 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.

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, AGREEMENTs, 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, scribbles, recordings, visual displays, photographs, minutes of meetings, 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

Signature

Date

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

Exhibit A Scope of Work

Project No.

See Attached Exhibit A

EXHIBIT A
CONSTRUCTION MANAGEMENT SERVICES FOR:
CITY OF MARYSVILLE
53RD AVE NE & 61ST ST NE INTERSECTION AND SHARED-USE PATH
IMPROVEMENTS PROJECT

SCOPE OF WORK

During the term of this Agreement, Reichhardt & Ebe Engineering Inc., (R&E) shall perform professional services for the City of Marysville (City), including construction support services, inspection, material testing, and material document control in connection with the above project. The City will be providing overall construction management for the project.

This document shall be used to plan, conduct, and complete the work on the Project.

PROJECT UNDERSTANDING

Background

The construction contract involves intersection improvements at 53rd Ave NE & 61st St NE. Improvements include a new traffic signal system, channelization improvements to provide new turn lanes and bike lanes, and ADA improvements.

The project is funded by federal funds. R&E's and our subconsultants work is expected to last approximately 5 months in total. The on-site construction is expected to last approximately 60 working days. Night work is not expected to occur on the project, however if night work occurs night work rates will apply. The fee schedule provided with this scope of work includes night premium rates.

Description of Work

The work to be performed by R&E and our consultants consists of providing construction support services, inspection, and material testing in accordance with the roles and responsibilities included at the end of this document.

Construction Management Team

The Construction Management Team is made up of the following firms/organizations:

Owner: City of Marysville
Construction Manager City of Marysville
Prime Consultant..... Reichhardt & Ebe Engineering, Inc.
Construction Support - Signal Transpo Group USA, Inc.
Construction Support - Civil..... Land Development Consultants, Inc.
Material Testing..... GeoTest Services Inc.

WORK ITEMS

1.0 PROJECT MANAGEMENT AND ADMINISTRATION

R&E shall submit monthly invoices and status reports to the City and track the Project budget.

R&E shall attend various project meetings as listed below:

- Pre-Construction meeting with the City, Contractor, Subcontractors and Design Team
- Construction Progress meetings with the City, Contractor, Subcontractors and Design Team. These meetings will be scheduled in advance and shall occur weekly. A total of 12 meetings have been assumed.
- Project Management meetings with R&E staff, the City, and the Design Team as necessary. The purpose of these meetings will be to discuss construction management issues, including budget, schedule, project direction, coordination, and changes. A total of 4 meetings are assumed. It is also assumed that these meetings will occur in conjunction with the Construction Progress meetings noted above.

R&E shall coordinate Project staff and subconsultant efforts in accordance with the scope of work which will include preparation of subconsultant contracts and amendments. Coordination shall include regular telephone, email and video conference correspondence.

Deliverables / Products:

- Monthly Invoices
- Monthly Status Reports

2.0 QUALITY CONTROL

This work item includes the effort related to providing quality control on an as needed basis for the work activities in this Scope of Work. Specific activities of this work item include the following:

- Peer Reviews – This work will include detailed review of work products by staff with technical expertise in the specific work area.
- Senior Reviews – This work will include review by senior staff to ensure that the Project is technically correct, constructed in accordance with the contract plans and specifications, and meets the requirements of the Scope of Work.

Deliverables / Products:

- If needed, complete QC check list for Project file

3.0 MATERIAL DOCUMENTATION

This work item includes the effort related to managing materials for the Project.

R&E shall perform the following activities as they relate to the Project:

- Format the Record of Materials (ROM) for all materials to be incorporated into the project. The original ROM will be prepared by WSDOT.
- Track and document all material submittals (RAM's and QPL's) and forward to the Design Team for review and approval, then distribute the response.
- Attend a PMR, and/or a WSDOT Documentation review with the City, WSDOT, and FHWA as requested by the City. It is not known if a PMR or WSDOT Documentation Review will occur, therefore an assumed number of hours has been attributed to this task assuming 4 hrs. each for the Documentation Review and PMR for up to two R&E staff members.

Deliverables / Products:

- Record of Materials original distribution, then weekly updates thereafter.

4.0 MATERIAL TESTING SERVICES

Material testing will be provided by GeoTest Services, Inc. (GeoTest) as a subconsultant to R&E. R&E shall coordinate with GeoTest including scheduling tests and inspections as needed throughout the construction process. Quality control testing services anticipated during the course of construction include:

- Soil materials acceptance testing.
- Proctor analysis and in-place density testing for backfill operations.
- Hot mix asphalt testing.
- Concrete testing and concrete cylinders.

Offsite fabrication inspection shall be conducted by WSDOT.

Deliverables / Products:

- Written test results and/or reports provided by GeoTest and distributed to the City, Design Team, and Contractor

5.0 INSPECTION SERVICES

R&E shall provide onsite construction inspection for 60 calendar days in accordance with the project time for completion. The onsite inspector will perform the following duties at a minimum:

- Document pre-construction conditions by taking photos as well as develop field notes prior to construction start.
- Inspect work methods and products; verify compliance with Contract plans and specifications including but not limited to erosion control, excavation, utilities, concrete, signal system, paving, and restoration.
- Inspect materials; verify compliance with Contract plans and specifications.
- Inspect equipment; verify compliance with approved submittals and Project contract plans and specifications.
- Track bid item quantities and prepare field note records.
- Check the quantity of materials on-site for material on hand payment.
- Prepare working day statements
- Coordination with utility companies if required.

- Point of contact for quality control testing services.
- Review required wage rates and conduct employee wage interviews if required.
- Prepare a commercially useful function field report for each DBE on-site.
- Make field observations for environmental compliance.
- Prepare inspection correspondence, records, and reports.
- Develop punch lists.
- Attend the final inspection with the City and Design team.

Deliverables / Products:

- Pre-Construction Photos
- Inspectors Daily Report
- Field Note Records
- Material acceptance documentation
- Wage Rate Interview
- Commercially Useful Function Report
- Punch lists

6.0 CONSTRUCTION SUPPORT SERVICES

Transpo Group USA, Inc. (Transpo) will provide construction phase support services to R&E for the 53rd Ave NE & 61st St NE Intersection and Shared-Use Path Improvements project in Marysville, Washington, at the 53rd Avenue NE and 61st Street NE intersection.

6.1 Traffic Engineering

Project Management, Coordination, and Meetings

Transpo will participate in meetings and other coordination efforts with R&E, City of Marysville, Contractor, and/or utility representatives, as necessary. Transpo will virtually attend one (1) preconstruction meeting with R&E, the City, and the contractor. Transpo will attend two (2) on-site coordination meetings with R&E, the City, and the contractor as necessary to accomplish the construction of project improvements.

Shop Drawing and Cut Sheet Review

Transpo will review contractor provided/prepared shop drawings and cut sheets for general conformity with the plans and specifications for materials related to traffic signals, channelization, and lighting improvements. Following review, Transpo will stamp the shop drawing and/or cut sheet with the appropriate designation (no exceptions taken, rejected, etc.) and return to the City.

Response to Contractor Request for Information (RFI)

Transpo will respond to contractor RFIs related to traffic signal, channelization, and lighting work during construction as necessary. It is anticipated that RFIs will be routed through the on-site Project Engineer and provided to Transpo in a written format. Transpo will work with R&E, City of Marysville, contractor, and the appropriate agencies to provide resolution to the RFIs. The projected fee anticipates responding to up to eight (8) RFIs.

6.2 Civil Engineering

Meetings

Transpo's subconsultant Land Development Consultants, Inc. (LDC) will virtually attend one (1) preconstruction meeting with R&E, City of Marysville, and the contractor. Transpo's subconsultant LDC will attend two (2) on-site coordination meetings with R&E, the City, and the contractor as necessary to accomplish the construction of project improvements.

Shop Drawing and Cut Sheet Review

Transpo's subconsultant LDC will review contractor provided/prepared shop drawings and cut sheets for general conformity with the plans and specifications for materials related to civil and stormwater drainage improvements. Following review, LDC will stamp the shop drawing and/or cut sheet with the appropriate designation (no exceptions taken, rejected, etc.) and return to the City of Marysville through Transpo.

Response to Contractor Request for Information (RFI)

Transpo's subconsultant LDC will respond to contractor RFIs related to civil and stormwater drainage work during construction as necessary. It is anticipated that RFIs will be routed through the on-site Project Engineer and provided to LDC in a written format. LDC will work with R&E, City of Marysville, contractor, and the appropriate agencies to provide resolution to the RFIs. The projected fee anticipates responding to up to five (5) RFIs.

7.0 REIMBURSABLE EXPENSES

Exhibit B provides budget amounts for reimbursable expenses such as shipping reproductions, office supplies, and printing fees, directly related to the completion of the work and which will be charged at the actual cost incurred. Budgeted amounts shown are estimates of the actual costs for reimbursable expenses.

Roles and Responsibilities during Construction

Bidding / Pre-Award:

1	<u>City of Marysville (City)</u>	9	<u>Transpo / Design Team</u>	19	<u>Reichhardt & Ebe (R&E)</u>
2	• Review and Approve	10	• Compile Consultant	20	• Format the City / WSDOT
3	Consultant Contract(s)	11	Agreement and Submit to City	21	supplied Record of Materials
4	• Lead Project Advertising	12	for Review	22	(ROM) for all materials
5	• Request the Record of	13	• Lead preparation of bid	23	incorporated into the project
6	Materials (ROM) from	14	documents	24	
7	WSDOT and provide to R&E	15	• Respond to pre-award		
8		16	questions and providing		
		17	addendums if necessary		
		18			

Award and Execution:

1	<u>City of Marysville (City)</u>	19	<u>Transpo / Design Team</u>	38	<u>Reichhardt & Ebe (R&E)</u>
2	• Lead Bid Opening	20	• Assist with preparing and	39	• None.
3	• Collect all submitted	21	review of bid tabs and	40	
4	documentation and review	22	Contractors from a technical		
5	responsiveness of bidders per	23	perspective as requested by the		
6	Port requirements.	24	City.		
7	• Prepare Bid Tabs and submit	25			
8	to funding agency for	26			
9	concurrence as required	27			
10	• Award contract to low	28			
11	responsive bidder	29			
12	• Send the award letter to	30			
13	Contractor	31			
14	• Submit required bid	32			
15	documentation to funding	33			
16	agency.	34			
17		35			
18		36			
		37			

EEO, DBE, Training and Reporting:

1	<u>City of Marysville (City)</u>	5	<u>Transpo / Design Team</u>	11	<u>Reichhardt & Ebe (R&E)</u>
2	• Check EEO, DBE, Training	6	• None	12	• Conduct Wage Rate Interviews
3	and reporting as necessary	7		13	during the construction phase
4		8		14	• Prepare Commercially Useful
		9		15	Function Field Report for each
		10		16	DBE
				17	

Preconstruction:

1	<u>City of Marysville (City)</u>	15	<u>Transpo / Design Team</u>	36	<u>Reichhardt & Ebe (R&E)</u>
2	• Invite Funding Partners to pre-	16	• Attend pre-construction	37	• Attend the Pre-Con meeting
3	construction meeting as	17	meeting for technical support	38	
4	required	18	• Review Pre-Con submittals	39	
5	• Lead Pre-Con Meeting and	19	and return to the City		
6	distribute notes to attendees	20	• Receive and Review Pre-con		
7	• Manage commitment file	21	submittals, distribute to M&N		
8	• Distribute Pre-Con submittals	22	and Port as required for final		
9	to R&E	23	approval:		
10	• Correspondence with permit	24	– Request to sublet work		
11	agencies regarding the planned	25	– Statement of Intent to pay		
12	work	26	prevailing wages		
13		27	– Subs Certs for federal		
14		28	projects		
		29	– Construction Schedule		
		30	– SPCC Plan		
		31	– Health and Safety Plan		
		32	– Temporary Water		
		33	Pollution/Erosion Control Plan		
		34			
		35			

Construction Activities:

1	<u>City of Marysville (City)</u>	26	<u>Transpo / Design Team</u>	52	<u>Reichhardt & Ebe (R&E)</u>
2	• Lead weekly Construction	27	• Attend weekly Construction	53	• Attend weekly Construction
3	Meetings	28	Meetings	54	Meetings
4	• Provide input, support, and	29	• Review submittals and RFI's	55	• Construction Inspection**
5	direction for issues needing	30	• Review monthly progress	56	• Review monthly progress
6	port City approval or authority	31	payments to the Contractor (if	57	payments submitted by the
7	• Route submittals and RFI's for	32	desired)	58	Contractor
8	review and response	33	• Attend the signal turn-on and	59	• Track material quantities by
9	• Prepare monthly progress	34	assist with troubleshooting if	60	keeping accurate field note
10	payments to the Contractor	35	necessary	61	records.
11	• Prepare monthly progress	36	• Assist with change orders by	62	• Track material delivered onsite
12	payments to the Contractor	37	providing technical	63	and check for approval status.
13	using Pay Notes prepared by	38	information, independent cost	64	• Check quantity of materials
14	R&E	39	estimates and assist in	65	onsite for material-on-hand
15	• Lead change order negotiations	40	negotiation, as necessary	66	payments.
16	with the Contractor and	41	• Issue technical revisions as	67	• Lead Monitoring and
17	prepare necessary	42	necessary	68	preparation of:
18	documentation	43	• Monitor environmental and	69	– working days statements
19	• Lead Review of Certified	44	permit compliance including	70	– IDR's
20	Payroll	45	review of reports and technical	71	– Wage Rate Interviews
21	• Coordinate Fabrication	46	data	72	– Weight Tickets
22	Inspection with WSDOT	47	• Coordination and	73	– Field Note Records
23	•	48	correspondence with permit	74	– Material Visual
24		49	agencies during construction	75	Acceptance
25		50		76	– Collect / Document
		51		77	WSDOT Tag/Stamps
				78	–
				79	• Coordinate with the City for
				80	Specialty Inspections
				81	• Coordinate Materials Testing
				82	with GeoTest
				83	• Provide Materials Testing
				84	through GeoTest
				85	• Advise the City and Design
				86	Team on the need or
				87	justification for change orders
				88	• Submittal Management and
				89	Tracking (manage the ROM)
				90	• General monitoring of the
				91	work for compliance

92

**** Inspection time onsite will vary from full time to part time, and will be at the discretion of the inspector and the City PM.**

Post Construction / Project Closeout:

1	<u>City of Marysville (City)</u>	25	<u>Transpo / Design Team</u>	36	<u>Reichhardt & Ebe (R&E)</u>
2	• Schedule and lead the	26	• Attend the Walkthrough	37	• Attend the Walkthrough
3	Walkthrough	27	• Provide final review of	38	• Verify completion of the
4	• Prepare the punch list	28	outstanding submittals and	39	punch list
5	• Determine substantial and	29	documentation	40	• Provide the City a list of
6	physical completion	30	• Prepare and Submit As-Built	41	outstanding material
7	• Provide the Contractor a list of	31	plans to the City	42	documentation if any
8	outstanding submittal and	32	• Final reporting and permit	43	• Provide plan markups to the
9	documentation	33	closeout with permitting	44	City and Transpo for as-built
10	• Verify completion of final	34	agencies	45	plan production
11	reports, DBE compliance,	35		46	• Transmit final construction
12	certified payroll, submittals			47	documentation files to City
13	and material acceptance			48	• Support future PMR by
14	• Issue the Final Contract			49	WSDOT as required.
15	Voucher Certificate for				
16	Contractor Signature				
17	• Review Affidavit of Wages				
18	Paid				
19	• Issue the materials certification				
20	• Invite Funding Partner(s) to				
21	site for Final Inspection				
22	• Submit final documentation to				
23	funding partner(s) as needed				
24					

Exhibit B

DBE Participation Plan

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.

See attached SBE Plan



Small Business Enterprise (SBE) Plan

Federal Aid Number: CRPUL-CM-9931(027)
Title: 53RD AVE NE & 61ST ST NE INTERSECTION AND SHARED-USE PATH
IMPROVEMENTS

Statement of Commitment:

Reichhardt & Ebe Engineering is committed to maintaining business practices that foster and grow small businesses.

Nathan Zylstra P.E., Principal
Reichhardt & Ebe Engineering

Mission Statement:

Reichhardt & Ebe Engineering is committed to ensuring SBEs are given the maximum opportunity to participate in WSDOT consulting projects. This will be accomplished through normal business practices and mentoring.

SBE Plan Roles:

Business Owner/Project Manager:

- Consider using an SBE as a subconsultant on any project.
- Forward RFQs and job advertisements via email to SBEs if interested in teaming with them on a project.
- Forward RFQs and job advertisements via email to SBEs for projects that R&E will not pursue but may know an SBE that could pursue the project.
- Encourage a non-certified small business to pursue SBE certification and mentor them in that process.

Contract Administrator:

- Monitor the SBE Participation Plan by completing the table in this form (see below).

Bookkeeper:

- Monitor and ensure prompt payment to all subconsultants.

SBE Firm Name	Agreement or Task Order Amount

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

B. Roadway Design Files

C. Computer Aided Drafting Files

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

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

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

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D

Prime Consultant Cost Computations

See Attached Exhibit D:
Fee, ANTE Sheet, WSDOT ICR Letter

EXHIBIT D

MANHOUR AND COST ESTIMATE

CITY OF MARYSVILLE
53RD AVE NE & 61ST ST NE INTERSECTION AND SHARED-USE PATH IMPROVEMENTS
Man-Hour and Cost Estimate

August 21, 2024

Construction Management Services

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL			
		E-7	T-7	T-5	T-5
		Principal	Inspector	Proj. Admin.	Clerical
1.0	PROJECT MANAGEMENT AND ADMINISTRATION				
1.01	Prepare Monthly Status Reports and Invoices	3			
1.02	Pre-Construction Meeting		3	3	
1.03	Weekly Construction Meetings (12)		24	24	
1.04	Project Management Meetings (4)	4	8	8	
1.05	Coordinate with Project Staff, City, and Design Team	5		5	
	Sub-Total	12	35	40	0
2.0	QUALITY CONTROL				
2.01	Peer Reviews	2			
2.02	Senior Reviews	2			
	Sub-Total	4	0	0	0
3.0	MATERIAL DOCUMENTATION				
3.01	Format the Record of Materials (ROM)			4	
3.02	Material Submittal Documentation and Tracking			60	
3.03	Attend WSDOT Doc. Review and / or PMR		8	8	
	Sub-Total	0	8	72	0
4.0	MATERIAL TESTING SERVICES				
4.01	Coordinate Testing Schedule		12		
4.02	Distribute Testing Results as Required			12	
4.03	Document and Maintain Testing Results Documents			12	
	Sub-Total	0	12	24	0
5.0	INSPECTION SERVICES				
5.01	Pre-Construction Photos and Documentation		4		
5.02	Inspect Work Methods and Products		200		
5.03	Inspect Materials and Verify Compliance		60		
5.04	Inspect Equipment and Verify Compliance		20		
5.05	Track Bid Item Quantities and Prepare Field Note Records		60		
5.06	Check Materials On-Hand		20	20	
5.07	Prepare Working Day Statements		12	12	
5.08	Conduct Wage Rate Interview		20	10	
5.09	Prepare DBE Reports		20	10	
5.10	Prepare Inspection Notes and Reports		60		
5.11	Develop Punch Lists		4		
	Sub-Total	0	476	52	0
	TOTAL HOURS	16	531	188	0
	STRAIGHT TIME HOURS	16	531	188	0
	STRAIGHT TIME HOURLY RATE	\$ 222.21	\$ 163.14	\$ 115.32	\$ 115.32
	OVERTIME / NIGHT HOURS	\$ -	\$ -	\$ -	\$ -
	OVERTIME / NIGHT HOURLY RATE	\$ 277.76	\$ 203.93	\$ 144.15	\$ 144.15
	SUB-TOTAL	\$ 3,555.36	\$ 86,627.34	\$ 21,680.16	\$ -
	TOTAL				\$ 111,862.86

6.0	CONSTRUCTION SUPPORT SERVICES	
0.01	Materials Testing - GeoTest Services	\$ 18,035.00
6.01	Traffic Engineering - Transpo Group	\$ 18,104.67
6.02	Civil Engineering - Land Development Consultants	\$ 11,597.71
	Sub-Total	\$ 47,737.38

7.0	REIMBURSABLES	
7.01	Misc. Office Copy and Print and Field Supplies	\$ 250.00
	Sub-Total	\$ 250.00

GRAND TOTAL	\$159,850.24
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Actuals Not To Exceed Table (ANTE)

[illegible]



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

March 12, 2024

Reichhardt & Ebe Engineering, Inc.
PO Box 978
Lynden, WA 98264

Subject: Acceptance FYE 2023 ICR - Risk Assessment Review - Local Agency

Dear Dale Buys:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 151.28%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

Schatzie Harvey (Mar 12, 2024 13:55 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed 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-1 - GeoTest - Scope, Fee, WSDOT ANTE Sheet, WSDOT ICR Letter

Exhibit E-2 - Transpo Group USA - Fee, WSDOT ANTE Sheet, WSDOT ICR Letter



Proposal No: 00-242287-P

August 15, 2024

Reichhardt & Ebe Engineering
PO Box 978
Lynden, WA 98264

Attention: Nathan Zylstra,

Subject: Proposal to Provide Construction Inspection and Testing Services
53rd & 61st Intersection
501 Delta Avenue
Marysville, WA

In response to your request, we propose to provide construction inspection and testing services for 53rd & 61st Intersection and Shared-Use Path Improvements project.

PROJECT UNDERSTANDING

We understand that the project will consist of the construction of a new signalized intersection, shared-use path, and associated utilities. Based on our review of plans and specifications we understand that construction inspection and testing services will be required during earthwork, asphalt, and concrete phases of the work.

Construction Activity	Estimated Costs
Earthwork Related Services	\$8,590.00
Asphalt Related Services	\$3,375.00
Inspection and Testing of Reinforced Concrete Construction	\$6,070.00
TOTAL	\$18,035.00

We propose to perform the previously described services on a time and materials (hourly or test rate) basis, unless noted, in accordance with the Schedule of Fees. Our estimate may vary due to circumstances that may develop during the course of the work or due to extended construction duration. If a change in the scope of work becomes necessary due to unforeseen conditions, which will increase the charges, we will obtain your authorization.



ESTIMATE WORKSHEETS Earthwork Related Services

Item	Quantity	Unit	Unit Price	Total
In-Place Density Tech - Soils	50	HR	\$100.00	\$5,000.00
Field Technician - Sample Pick Up	10	HR	\$95.00	\$950.00
Project Manager - Office	7	HR	\$140.00	\$980.00
Moisture Density Relationship (Proctor)	4	EA	\$215.00	\$860.00
Sieve Analysis, with Wet Wash	2	EA	\$180.00	\$360.00
Sand Equivalent	1	EA	\$100.00	\$100.00
Percent Fracture	1	EA	\$100.00	\$100.00
Trip Charge	16	EA	\$15.00	\$240.00
Subtotal:				\$8,590.00

Asphalt Related Services

Item	Quantity	Unit	Unit Price	Total
In-Place Density Tech - Asphalt	14	HR	\$100.00	\$1,400.00
Field Technician - Sample Pick Up	4	HR	\$95.00	\$380.00
Project Manager - Office	3	HR	\$140.00	\$420.00
Asphalt Content & Gradation (Ignition)	2	EA	\$305.00	\$610.00
Maximum Specific Gravity (Rice Density)	1	EA	\$120.00	\$120.00
Trip Charge	4	EA	\$15.00	\$60.00
Uncompacted Voids - Fine Aggregate	1	EA	\$185.00	\$185.00
Sand Equivalent	1	EA	\$100.00	\$100.00
Percent Fracture	1	EA	\$100.00	\$100.00
Subtotal:				\$3,375.00



Inspection and Testing of Reinforced Concrete Construction

Item	Quantity	Unit	Unit Price	Total
Concrete Inspector	32	HR	\$90.00	\$2,880.00
Field Technician - Sample Pick Up	10	HR	\$95.00	\$950.00
Project Manager - Office	5	HR	\$140.00	\$700.00
Compressive Strength - Concrete	24	EA	\$40.00	\$960.00
Sieve Analysis, Dry Only	2	EA	\$110.00	\$220.00
Sieve Analysis, with Wet Wash	1	EA	\$180.00	\$180.00
Trip Charge	12	EA	\$15.00	\$180.00
Subtotal:				\$6,070.00

SCOPE OF WORK

A detailed description of the tasks required to complete this scope of work is detailed herein. We will provide written reports of the field and laboratory tests at the completion of each task.

Earthwork Related Services

Field Inspection: Our services will consist of performing a visual inspection of foundation and civil subgrade conditions for conformance to the approved plans, specifications, and building codes.

Testing: In-place density testing will be performed with the nuclear gauge to verify that the minimum compaction requirements are attained at frequencies specified by the contract documents.

Laboratory Testing: Laboratory analysis of soils/aggregate to be utilized during construction will be performed to verify conformance to the project specifications. This may include sampling and testing prior to materials being imported to the project site, if requested.

Compaction Testing for Asphalt Concrete Pavements

Testing: In-place density testing will be performed with the nuclear gauge to verify that the minimum compaction requirements are attained at frequencies specified by the contract documents. These services will also include monitoring of asphalt temperatures and rolling procedures.

Laboratory Testing: Laboratory analysis of asphalt to be utilized during construction will be performed to verify conformance to the project specifications. This may include sampling and testing of the asphalt from the batch plant.

Special Inspection and Testing of Reinforced Concrete Construction

We will provide an ACI certified Inspector to perform special inspection of the concrete form work, reinforcing steel placement, structural embeds, and concrete placement.



Our inspector will provide continuous inspection during the placement of structural concrete to verify proper application techniques.

Our inspector will sample fresh concrete and obtain samples for strength testing, perform slump and air entrainment tests and monitor the temperature of the concrete. A set of test cylinders will be made at frequencies specified within the contract documents, for each class of concrete placed each day.

Strength test cylinders will be cured in our laboratory until they are tested at ages specified within the project specifications. Copies of the results of all compression tests will be provided upon completion of the test.

CLOSURE

By signing below, you hereby authorize GeoTest to proceed with services outlined in this proposal or requested by you and agree that all services and anything arising out of or in any way related to this proposal will be governed by GeoTest's Fee Schedule and General Conditions which are attached hereto and are incorporated herein by reference. This authorization to proceed constitutes an agreement between you and GeoTest and is made in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Authorized By:
Reichhardt & Ebe Engineering

(Signature)

(Title)

(Date)

Respectfully submitted,
GeoTest



(Signature)

Divisional Vice President

(Title)

August 15, 2024

(Date)



Schedule of Fees

Personnel Charges - Professional Staff

Product Name	Units	Rate (\$)
Professional Engineer	HR	\$180.00
Technical Director	HR	\$180.00
Geotechnical Engineer	HR	\$180.00
Staff Engineer	HR	\$140.00
QA/QC Inspection Engineer	HR	\$120.00
Project Manager - Office	HR	\$140.00
Senior Geotechnical Engineer	HR	\$200.00
Project Geologist - Office	HR	\$170.00
Geologist	HR	\$135.00
Engineering Geologist	HR	\$150.00
Environmental Professional	HR	\$160.00
Building Envelope Consultant	HR	\$160.00

Personnel Charges - Field Staff

Product Name	Units	Rate (\$)
Geotechnical Technician	HR	\$105.00
In-Place Density Tech - Asphalt	HR	\$100.00
Laboratory Technician	HR	\$105.00
Concrete Inspector	HR	\$90.00
Prestressed Concrete Inspector	HR	\$90.00
Field Technician - Sample Pick Up	HR	\$95.00
Spray-Applied Fire-Resistive Inspector	HR	\$90.00
Post-Installed Anchors Inspector	HR	\$90.00
Masonry Inspector	HR	\$90.00
Shotcrete Inspector	HR	\$90.00
Post-Tension Inspector	HR	\$90.00
Structural Steel Welding Inspector	HR	\$95.00
Structural Wood Inspector	HR	\$95.00
Non-Destructive Testing Technician	HR	\$120.00
Bolt Pull-Out Test Technician	HR	\$110.00
Concrete & Asphalt Coring Technician	HR	\$135.00
Ground Penetrating Radar	HR	\$185.00
In-Place Density Tech - Soils	HR	\$100.00
Geotechnical Technician - Piles	HR	\$105.00
FAB SHOP - Structural Steel Inspector	HR	\$95.00
Floor Flatness and Levelness Technician	HR	\$160.00
Ground Penetrating Radar Technician	HR	\$185.00
Concrete RH/Moisture Testing Technician - Tvl	HR	\$120.00
Fire Escape - QA/QC Inspection Engineer	HR	\$120.00
Fire-Resistant Penetrations Inspector	HR	\$90.00
Schmidt Hammer Technician	HR	\$135.00
Windsor Probe Technician	HR	\$135.00
Building Envelope Inspector	HR	\$125.00
Certified Erosion & Sediment Ctrl Lead	HR	\$100.00
Field Technician	HR	\$95.00
Cold-Formed Steel Framing Inspector	HR	\$95.00



Laboratory Tests - Steel

Product Name	Units	Rate (\$)
Fireproofing Density Test	EA	\$90.00

Laboratory Tests - Soil

Product Name	Units	Rate (\$)
Atterberg Limits (3 points)	EA	\$180.00
Consolidation – 5 Loads	EA	\$390.00
Moisture Density Relationship (Proctor)	EA	\$215.00
Check Point	EA	\$90.00
Organic Content	EA	\$100.00
Permeability - Each Point	EA	\$360.00
Sieve Analysis, % Passing #200 Sieve	EA	\$110.00
Specific Gravity	EA	\$95.00
Moisture Density (Proctor) w/ Sieve	EA	\$290.00

Laboratory Tests - Masonry

Product Name	Units	Rate (\$)
Mortar Compressive Strength Test	EA	\$40.00
Compressive Strength - Grout, 4 x 4 x 8	EA	\$40.00
Masonry Composite Prism Test	EA	\$120.00
Compressive Strength – 2x2 Cubes	EA	\$40.00

Laboratory Tests - Concrete

Product Name	Units	Rate (\$)
Compressive Strength - Concrete	EA	\$40.00
Concrete Strength - Drilled Cores	EA	\$75.00
Compressive Strength - Concrete (others)	EA	\$50.00
Flexural Strength - 6" x 6" Beams	EA	\$70.00

Laboratory Tests - Asphalt

Product Name	Units	Rate (\$)
Maximum Specific Gravity (Rice Density)	EA	\$120.00
Asphalt Core Density/Thickness	EA	\$60.00
Asphalt Superpave Test	EA	\$560.00
Asphalt Content & Gradation (Ignition)	EA	\$305.00

Laboratory Tests - Aggregates

Product Name	Units	Rate (\$)
Organic Impurities Test	EA	\$70.00
Specific Gravity and Absorption – Coarse	EA	\$95.00
Specific Gravity and Absorption – Fine	EA	\$95.00
Uncompacted Voids - Fine Aggregate	EA	\$185.00
Moisture Content	EA	\$60.00
Sand Equivalent	EA	\$100.00
Flat/Elongated Particles	EA	\$100.00
Percent Fracture	EA	\$100.00
Lightweight Pieces	EA	\$100.00
Sieve Analysis, with Wet Wash	EA	\$180.00
Sieve Analysis, Dry Only	EA	\$110.00
Clay Lumps and Friable Particles	EA	\$100.00



Unit Weight and Voids	EA	\$60.00
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Equipment Charges

Product Name	Units	Rate (\$)
Trip Charge	EA	\$15.00
Pachometer (Magnetic) Rebar Location	DAY	\$110.00
Ultrasonic Flaw Detector Usage (Per Use)	DAY	\$110.00

NOTES & POLICIES

- GeoTest requests 24 hours advance notice for scheduling field services. GeoTest may not be able to provide service for same day scheduling.
- GeoTest Services (GTS) construction inspection services, construction support services, building envelope & specialty services are billed portal to portal. A daily four-hour minimum charge applies to construction inspection services and specialty services per staff member. Same day cancellations will incur a two-hour minimum charge.
- GeoTest standard operating hours are 7 AM to 5 PM, Monday through Friday, with the exception of holidays. A premium rate of 1.50 the standard rate will be charged for all work in excess of 8 hours per day and Weekends.
- A one-hour minimum laboratory technician fee will be applied on Saturdays, Sundays & legal Holidays at 1.50 the regular rate for any laboratory testing services.
- Night shift (work starting outside standard operating hours): Charged at 1.50 the standard rate including same day cancellations. A four (4) hour minimum charge at 1.50 the regular rate applies to lab night work.
- A trip charge shall be invoiced at \$0.70 per map mile from our nearest office – portal to portal.
- Field testing equipment expenses are included in the hourly rates except where specifically noted on the fee schedule or a project specific proposal.
- Laboratory rush samples (less than 48hr turn-around time) will be invoiced at 1.50 the standard test rate.
- Rental equipment, reimbursable expenses and subcontractor fees will be invoiced at cost plus 15%.
- Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test. The ordering of work from GTS shall constitute acceptance of the Fee Schedule, General Conditions, and any project specific proposal.
- During the term of a Project, GeoTest may increase the Fees for each Service annually (the "Annual Adjustment") by providing the client written notice.

GENERAL CONDITIONS

AGREEMENT. This agreement is made by and between Geotest Services, Inc. ("RMA") and the party that accepted RMA's proposal or requested that RMA perform Services ("Client"). RMA shall include said company, its engineers, employees, insurers, or authorized representative. This "Agreement" includes RMA's proposal and any exhibits or attachments noted in the proposal or incorporated by reference including but not limited to these General Conditions. Requesting Services from RMA shall constitute acceptance of the terms of these General Conditions.

1. SCOPE OF SERVICES. Services means the service(s) performed by RMA for Client or at Client's direction. RMA's findings, opinions, and recommendations are based upon data and information obtained by and furnished to RMA at the time of the Services. RMA may rely upon information provided by the Client or third parties. Client may request additional work or changes beyond the scope of Services described in RMA's Proposal. If any alteration or addition of Services are requested by the Client, RMA may provide a written notification detailing the additional scope of work, time extension and associated fees for Client's review. Client shall provide written acceptance of such. If Client does not follow these procedures, but instead directs, authorizes, or permits RMA to perform the changed or additional work, the Services are changed accordingly and RMA will be paid for this work according to its written notification or current fee schedule.

2. DELAYS. RMA shall be entitled to an equitable adjustment to the project schedule and compensation to compensate RMA for any increase in time or costs necessary to perform the Services under this Agreement due to any cause beyond its reasonable control. All promises of services time are approximations by RMA and are subject to the Client and contractor's schedules, weather conditions, travel conditions, disputes with workmen or parties, accidents, strikes, natural disasters, health emergencies, discovery of hazardous materials, differing or unforeseeable site conditions or project conditions, acts of governmental agencies or authorities, or other causes. In no event shall RMA be responsible for any damage or expense due to delays from any cause, other than to the extent the damage or expense is directly caused by RMA's own proven negligence after having been warned in writing by the Client of the damage or expense which may result from the delay.

3. RMA RESPONSIBILITIES. Services performed by RMA under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances in the same locality and in accordance with applicable standards in effect at the time the Services are performed. RMA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. Testing or inspection services may require the destruction of a sample or sample location. Client understands that, in the normal course of performing the Services, some damage may occur, and understands that RMA is not responsible for the correction of any such damage or for replacing samples. Client acknowledges that opinions, data, interpretations and recommendations prepared by RMA are based on limited data and recognizes that subsurface conditions or other actual conditions may vary from those encountered at the location where inspections, tests, borings, surveys, or explorations are made by RMA and may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. There is an inherent risk that samples or observations may not be representative of materials or locations not

sampled or seen and that conditions may change over time. Variations between inspected or tested discrete locations may occur and the risk of such occurrence is understood and accepted by Client. Client is responsible for notifying the appropriate party or professional regarding the correction of any deviations or deficiencies noted by RMA and RMA accepts no liability in connection therewith. RMA shall not be responsible for the interpretation by others of information developed by RMA and makes no guarantee that RMA's recommendations are properly implemented by any party. RMA shall not be held liable for problems that may occur if RMA's recommendations are not followed.

4. SUBSURFACE EXPLORATIONS. Client understands RMA's layout of boring and test locations is approximate and that RMA may deviate a reasonable distance from those locations. Client acknowledges that it is impossible for RMA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. There is a risk that drilling and sampling may result in contamination of certain subsurface areas. Client waives any claim against, and agrees to defend, indemnify and save RMA harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate RMA for any time spent and expenses incurred in defense of any such claim.

5. CLIENT PARTICIPATION. Client will make available to RMA all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to RMA any new information concerning site condition which becomes available, and any change in plans or specifications concerning the project. RMA shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify RMA against claims, demands, or liability arising out of, or contributed to, by such inaccurate information. In the event Client, the project owner, or other party makes any changes in the plans and specifications, Client agrees to hold RMA harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given RMA prior notice and has received RMA's written consent for such changes. RMA does not assume responsibility for any conditions at the Client's site(s) that may present a danger, either potential or real, to health, safety, or the environment. Client hereby agrees that it is the Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. Client assumes sole responsibility for determining whether the quantity and the nature of services ordered by Client is adequate and sufficient for Client's intended purpose.

6. THIRD PARTIES. To the fullest extent permitted by law and to the extent not resulting from RMA's proven negligence, Client agrees to defend, indemnify and hold RMA harmless from any claims, demands, suits, losses, charges, expense (including attorney fees and costs at trial and appeal), and/or allegations of responsibility by any and all third



parties including but not limited to, contractors, subcontractors, agents, employees, assignees transferees, successors, invitees, neighbors, and the public relating in any way to this Agreement, the services, or the project. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and RMA. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and RMA that any such person or entity, other than Client or RMA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by or of RMA or an assignment to an affiliate or subsidiary of RMA.

7. SAMPLE DISPOSAL. Samples are consumed in testing or disposed of upon completion of tests or upon report completion (unless stated otherwise in the Services). Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Client shall be responsible for their proper transportation and disposal. RMA may be able to arrange for the transportation and disposal of hazardous materials at Client's request. In no event shall RMA be required to sign a hazardous waste manifest or take title to any hazardous materials. Contaminated samples delivered to or taken to RMA's laboratory for testing shall remain the property of Client and Client is responsible for ultimate disposal of any samples which are found to be contaminated. On request, Client shall retrieve contaminated samples from RMA's laboratory and dispose of them in an approved manner.

8. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS. Client shall furnish to RMA all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials prior to commencement of the Services. Client warrants that it has made reasonable efforts to disclose known or suspected hazardous materials on or near the project site. Client agrees that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re- negotiation of the scope of RMA's Services or termination of such Services or this Agreement. Client recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and agrees to compensate RMA for measures that in RMA's professional opinion are justified to preserve and protect the health and safety of site personnel and the public. Client agrees to compensate RMA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by federal, state, and local regulations. Client also agrees to inform the project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of the agreement, Client waives any claim against RMA, and to the maximum extent permitted by law, agrees to defend, indemnify, and save RMA harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site.

9. SITE CONDITIONS. Client shall secure all necessary approvals, notices, permits, licenses, and consents from all owners, lessees, contractors, and other possessors of the Project, necessary to commence and complete the Services, and will provide RMA access to the project site for all equipment and personnel necessary for the performance of the Services. RMA shall be allowed free access to the site. Client understands and agrees that RMA shall only be responsible for losses which directly result from RMA's negligence. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Client waives any claim against RMA, and agrees to defend, indemnify, and hold RMA harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate RMA for any time spent or expenses incurred by RMA in defense of any such claim.

10. ENVIRONMENTAL LIABILITY. Neither this Agreement nor the providing of services will operate to make RMA an owner, operator, generator, transporter, treater, storer, or arranger for disposal or treatment within the meaning of the Resource Conservation Recovery Act, Comprehensive Environmental Response Compensation and Liability Act, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. Client will indemnify, defend and hold RMA harmless from and against any and all losses, damages, costs and expenses, including attorney's fees, from third party claims, demands and causes of action arising or claimed to arise from violations by Client of any and all environmental laws, rules and regulations relating to the existence, generation of, current or future ownership, storage, transport or disposal of pre-existing hazardous substances and wastes, but this indemnity shall not cover such loss, damage, cost or expense to the extent caused by RMA's proven negligence in performing the Services under this Agreement. For purposes of this Agreement, a pre-existing hazardous substance is any hazardous substance or hazardous waste having been generated by Client or existing on Client's premises prior to the date of this Agreement.

11. OWNERSHIP AND LEGAL USE OF DOCUMENTS. All notes, data, reports, original final reproducible drawings, plans, specifications, calculations, and studies memoranda assembled or prepared by RMA are instruments of service with respect to the subject project, and RMA shall retain an ownership and property interest therein, whether or not the project is completed. The Client may make and retain copies for information and reference in connection with the subject project; however, such documents are not intended or represented to be suitable for re-use by the Client or others. Any modification, changes, or reuse without written verification or adaptation by RMA for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to RMA, and the Client agrees to indemnify and hold harmless RMA against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom.

12. ALLOCATION OF RISK AND LIMITATION OF LIABILITY. The parties have evaluated the respective risks and remedies under this Agreement and agree to allocate the risks and restrict the remedies to reflect that evaluation. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Client agrees to restrict its remedies under this Agreement against RMA, its parents, affiliates and subsidiaries ("RMA Covered Parties"), so that the total



aggregate liability of RMA Covered Parties shall not exceed \$50,000 or the actual paid compensation for the services performed by RMA under this Agreement, whichever is greater. This restriction of remedies shall apply to all suits, claims, actions, losses, costs (including attorney fees) and damages of any nature arising from or related to this Agreement without regard to the legal theory under which such liability is imposed. Claims must be brought within one calendar year from performance of the Services.

13. LIABILITY FOR OTHERS. RMA shall not be responsible for supervising or overseeing the Client's contractors or for their means and methods, procedures, performance, or site safety. RMA shall not be responsible for the acts or omissions of the Client, owner, architect, architect's other consultants, contractor, subcontractors, other third parties or their respective agents, employees, assigns, successors, or any other persons ("Others"). RMA shall have no authority to control Others regarding their work or their safety practices. RMA does not control or guarantee the work of Others. RMA has no duty to inspect or correct health and safety deficiencies of Others. RMA will not be responsible for the failure of Others to perform in accordance with their undertakings and the providing of RMA's services shall not relieve Others of their responsibilities to the Client or Others. RMA reserves the right to report to the Client any unsafe conditions observed at the Project without altering the foregoing.

14. CONSEQUENTIAL DAMAGES WAIVER. Notwithstanding anything to the contrary in this agreement and to the fullest extent permitted by law, Client and RMA waive against each other any and all claims for or entitlement to special, incidental, indirect, consequential, delay, punitive, or similar losses or damages arising out of, resulting from, or in any way related to the project or this Agreement.

15. INSURANCE. RMA will maintain the following insurance coverages and amounts: (1) Workers Compensation insurance as required by law, (2) Employer's Liability insurance with coverage of \$1,000,000 per each accident/employee, (3) Commercial General Liability insurance with coverage of \$1,000,000 per occurrence/aggregate, (4) Automobile Liability insurance with coverage of \$1,000,000 combined single limit, and (5) If RMA is providing professional services, Professional Liability insurance with coverage of \$1,000,000 per claim/aggregate. Client shall name RMA as additional insured on its Builder's Risk policy. Client shall require any general contractors working on the project site to include RMA in any indemnity that the Client requires such contractors to provide to the Client and as an additional insured under any such contractor's general liability insurance policy. Client shall provide RMA with a certificate of insurance evidencing the required insurance.

16. RESOLUTION OF DISPUTES. Client shall not be entitled to assert a Claim against RMA based on any theory of professional negligence unless and until Client has obtained the written opinion from an independent and reputable Professional Engineer (P.E.), licensed architect (A.I.A.), or Registered Geologist (R.G.) that RMA has violated the standard of care applicable to RMA's performance of the Services. Such party shall be currently practicing in the same discipline as RMA and be licensed in the state where the project is located. This written opinion shall specify the acts or omissions that the independent engineer, architect, or geologist contends are not in conformance with the standard of care for professional services performed by local consultants under similar circumstances; and state in detail the basis for their independent opinion that such acts or omissions do not conform to that standard of care.

Client shall provide this opinion to RMA and the parties shall endeavor to resolve the dispute within 30 days. This Agreement shall be governed by and construed in accordance with the laws of the state where the RMA office originating the work or proposal is located. Exclusive of lien claims, any legal action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement shall be brought in the county where the RMA office originating the work or proposal is located. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

17. COMPENSATION AND PAYMENT TERMS. Client agrees that an invoice amount is due when received unless otherwise agreed. A service charge of one and one-half percent (1-1/2%) per month (but not exceeding the maximum allowable by law) will be added to any account not paid within 30 days after the invoice date. In the event that any portion of the account remains unpaid 30 days after the invoice date, RMA may immediately discontinue Services on any and all projects for Client, or withhold any final report or instrument of service, or demand prepayment of fees at RMA's option. Client shall pay all costs incurred by RMA in collecting any delinquent amount, including staff time, court costs and attorney fees. Failure to make payment within sixty (60) days of invoice shall constitute a release of RMA from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time. Should Services based on a fee schedule be performed beyond the end of the calendar year, RMA's current fee schedule shall apply unless otherwise negotiated in advance.

18. TERMINATION. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, RMA will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and shall supersede other prior agreements and representations. No amendments to this Agreement shall be valid unless made in writing and signed by the parties. If Client uses its standard business forms all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void. If the terms and conditions of this Agreement conflict with the terms and conditions of any other agreement or document this Agreement shall govern and control over any such conflict. The invalidity or unenforceability of any portion(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) hereof. Any invalid or unenforceable portion shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion held to be invalid or unenforceable. This Agreement may be executed in several counterparts, each of which shall be deemed an original having identical legal effect. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. RMA shall not be bound by any language incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to RMA and are expressly agreed to in a writing signed by RMA.

GEO TEST SERVICES, INC.

Arlington, Bellingham, Oak Harbor, WA

ACTUALS NOT TO EXCEED FEE SCHEDULE - 2024

JOB CLASSIFICATION	Direct Labor	Overhead	Fixed Fee	All Inclusive
	Rate NTE	158.37% NTE	30.00% NTE	Hourly Billing Rate NTE
Engineering Geologist	73.89	117.03	22.17	213.09
Geologist/Geotechnical Technician	73.89	117.03	22.17	213.09
Geotechnical Engineer	85.68	135.68	25.70	247.06
Professional Engineer	85.68	135.68	25.70	247.06
Senior Geotechnical Engineer	141.20	223.62	42.36	407.18
Laboratory Technician	65.14	103.16	19.54	187.84
Technical Director	141.20	223.62	42.36	407.18
Project Manager	85.68	135.68	25.70	247.06
QA/QC Inspection Engineer	73.89	117.03	22.17	213.09
Special Inspector	73.89	117.03	22.17	213.09
Field Technician	73.89	117.03	22.17	213.09

EQUIPMENT USAGE FEE	Rate
GPR Scanning Unit per day (Daily)	300.00
GSSI ANTenna per day (Daily)	190.00
vLoc Pro Utility Locator per day (Daily)	150.00
CST Berger MT per day (Daily)	35.00
Nuclear Guage per day (Daily)	35.00

741 Marine Drive, Bellingham, WA 98225 · phone: 360.733.7318 · fax: 360.733.7418

20527 – 67th Ave. NE, Arlington, WA 98223 · phone: 360.435.1141 · fax: 360.435.1124

840 SE 8th Ave. – Ste 102, Oak Harbor, WA 98277 · phone: 888.251.5276 · fax: 360.733.7418

FEE SCHEDULE – 2024

LABORATORY MATERIALS TESTING:

CONCRETE

Compressive Strength – Concrete	40.00 ea
Compressive Strength – Concrete (cast by others)	50.00 ea
Compressive Strength – Drilled Cores or Sawed Specimens	75.00 ea
Flexural Strength – 6" x 6" Beams	70.00 ea
Air Dry Unit Weight	45.00 ea
Trimming Specimens – Per End (when required)	25.00 ea

MASONRY

Compressive Strength – Mortar, 2" x 4" Cylinder	40.00 ea
Compressive Strength – Grout, 4" x 4" x 8" Prism	40.00 ea
Compressive Strength – Composite Prism	120.00 ea
Compressive Strength – Masonry Units	120.00 ea

AGGREGATE

Sieve Analysis, with Wet Wash	180.00 ea
Sieve Analysis, Dry Only	110.00 ea
Sieve Analysis, % Passing #200 Sieve	110.00 ea
Specific Gravity and Absorption – Fine Aggregate	95.00 ea
Specific Gravity and Absorption – Coarse Aggregate	95.00 ea
Uncompacted Voids – Fine Aggregate	185.00 ea
Unit Weight and Voids	60.00 ea
Sand Equivalent	100.00 ea
Moisture Content	60.00 ea
Percent Fracture	100.00 ea
Organic Impurities Test	70.00 ea
Clay Lumps and Friable Particles	100.00 ea
Lightweight Pieces	100.00 ea
Flat/Elongated Particles	100.00 ea

ASPHALT

Asphalt Content & Gradation (Ignition Furnace)	305.00 ea
Maximum Specific Gravity (Rice Density)	120.00 ea
Asphalt Core Density/Thickness	60.00 ea
Asphalt Superpave Test	560.00 ea

FEE SCHEDULE – 2024

SOILS

Sieve Analysis, with Wet Sieve	180.00 ea
Sieve Analysis, % Passing #200 Sieve	110.00 ea
Sieve Analysis w/ Hydrometer	270.00 ea
Moisture Density Relationship (Proctor).....	230.00 ea
Moisture Density Relationship (Proctor) w/ Sieve	290.00 ea
Check Point	90.00 ea
Moisture Content.....	60.00 ea
Atterberg Limits (3 points).....	180.00 ea
Specific Gravity.....	95.00 ea
Consolidation – 5 Loads	390.00 ea
Permeability – Constant Head or Falling Head (each point)	360.00 ea
Organic Content	100.00 ea

MISCELLANEOUS

Compressive Strength – 2" x 2" Cubes (Cementitious Grout).....	40.00 ea
Compressive Strength – 2" x 2" Cubes (Epoxy Grout).....	50.00 ea
Fireproofing Density Test.....	90.00 ea
Floor Moisture/RH Test Kit	75.00 ea
Windsor Probe Pin (Set of 3).....	50.00 ea
Skidmore Usage (Per Use).....	110.00 ea
Dynamic Cone Penetrometer (DCP) Tip.....	35.00 ea
Ultrasonic Flaw Detector Usage (Per Use)	110.00 ea

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- GeoTest Services, Inc. (GTS) construction inspection services, construction support services, building envelope & specialty services are billed portal to portal. A daily four-hour minimum charge applies to construction inspection services and specialty services per staff member. Same day cancellations will incur a two-hour minimum charge.
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- A one-hour minimum laboratory technician fee will be applied on Saturdays, Sundays & legal Holidays at 1.5 times the regular rate for any laboratory testing services.
- Night shift (work starting outside standard operating hours): Charged at 1.5 times the standard rate including same day cancellations. A four (4) hour minimum charge at 1.5 times the regular rate applies to lab night work.
- A trip charge shall be invoiced at Current IRS Rate per map mile from our nearest office – portal to portal.
- Field testing equipment expenses are included in the hourly rates except where specifically noted on the fee schedule or a project specific proposal.
- Laboratory rush samples (less than 48hr turn-around time) will be invoiced at 1.5 times the standard test rate.
- Rental equipment, reimbursable expenses and subcontractor fees will be invoiced at cost plus 15%.
- Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test. The ordering of work from GTS shall constitute acceptance of the Fee Schedule, General Conditions, and any project specific proposal.
- During the term of a Project, GeoTest may increase the Fees for each Service annually (the "Annual Adjustment") by providing the client written notice.

FEE SCHEDULE – 2024

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2. DELAYS. RMA shall be entitled to an equitable adjustment to the project schedule and compensation to compensate RMA for any increase in time or costs necessary to perform the Services under this Agreement due to any cause beyond its reasonable control. All promises of services time are approximations by RMA and are subject to the Client and contractor's schedules, weather conditions, travel conditions, disputes with workmen or parties, accidents, strikes, natural disasters, health emergencies, discovery of hazardous materials, differing or unforeseeable site conditions or project conditions, acts of governmental agencies or authorities, or other causes. In no event shall RMA be responsible for any damage or expense due to delays from any cause, other than to the extent the damage or expense is directly caused by RMA's own proven negligence after having been warned in writing by the Client of the damage or expense which may result from the delay.

3. RMA RESPONSIBILITIES. Services performed by RMA under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances in the same locality and in accordance with applicable standards in effect at the time the Services are performed. RMA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. Testing or inspection services may require the destruction of a sample or sample location. Client understands that, in the normal course of performing the Services, some damage may occur, and understands that RMA is not responsible for the correction of any such damage or for replacing samples. Client acknowledges that opinions, data, interpretations and recommendations prepared by RMA are based on limited data and recognizes that subsurface conditions or other actual conditions may vary from those encountered at the location where inspections, tests, borings, surveys, or explorations are made by RMA and may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. There is an inherent risk that samples or observations may not be representative of materials or locations not sampled or seen and that conditions may change over time. Variations between inspected or tested discrete locations may occur and the risk of such occurrence is understood and accepted by Client. Client is responsible for notifying the appropriate party or professional regarding the correction of any deviations or deficiencies noted by RMA and RMA accepts no liability in connection therewith. RMA shall not be responsible for the interpretation by others of

information developed by RMA and makes no guarantee that RMA's recommendations are properly implemented by any party. RMA shall not be held liable for problems that may occur if RMA's recommendations are not followed.

4. SUBSURFACE EXPLORATIONS. Client understands RMA's layout of boring and test locations is approximate and that RMA may deviate a reasonable distance from those locations. Client acknowledges that it is impossible for RMA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. There is a risk that drilling and sampling may result in contamination of certain subsurface areas. Client waives any claim against, and agrees to defend, indemnify and save RMA harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate RMA for any time spent and expenses incurred in defense of any such claim.

5. CLIENT PARTICIPATION. Client will make available to RMA all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to RMA any new information concerning site condition which becomes available, and any change in plans or specifications concerning the project. RMA shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify RMA against claims, demands, or liability arising out of, or contributed to, by such inaccurate information. In the event Client, the project owner, or other party makes any changes in the plans and specifications, Client agrees to hold RMA harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given RMA prior notice and has received RMA's written consent for such changes. RMA does not assume responsibility for any conditions at the Client's site(s) that may present a danger, either potential or real, to health, safety, or the environment. Client hereby agrees that it is the Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. Client assumes sole responsibility for determining whether the quantity and the nature of services ordered by Client is adequate and sufficient for Client's intended purpose.

6. THIRD PARTIES To the fullest extent permitted by law and to the extent not resulting from RMA's proven negligence, Client agrees to defend, indemnify and hold RMA harmless from any claims, demands, suits, losses, charges, expense (including attorney fees and costs at trial and appeal), and/or allegations of responsibility by any and all third parties including but not limited to, contractors, subcontractors, agents, employees, assignees transferees, successors, invitees, neighbors, and the public relating in any way to this Agreement, the services, or the project. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and RMA. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and RMA that any such person or entity, other than Client or RMA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed;

provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by or of RMA or an assignment to an affiliate or subsidiary of RMA.

7. SAMPLE DISPOSAL. Samples are consumed in testing or disposed of upon completion of tests or upon report completion (unless stated otherwise in the Services). Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Client shall be responsible for their proper transportation and disposal. RMA may be able to arrange for the transportation and disposal of hazardous materials at Client's request. In no event shall RMA be required to sign a hazardous waste manifest or take title to any hazardous materials. Contaminated samples delivered to or taken to RMA's laboratory for testing shall remain the property of Client and Client is responsible for ultimate disposal of any samples which are found to be contaminated. On request, Client shall retrieve contaminated samples from RMA's laboratory and dispose of them in an approved manner.

8. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS. Client shall furnish to RMA all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials prior to commencement of the Services. Client warrants that it has made reasonable efforts to disclose known or suspected hazardous materials on or near the project site. Client agrees that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of RMA's Services or termination of such Services or this Agreement. Client recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and agrees to compensate RMA for measures that in RMA's professional opinion are justified to preserve and protect the health and safety of site personnel and the public. Client agrees to compensate RMA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by federal, state, and local regulations. Client also agrees to inform the project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of the agreement, Client waives any claim against RMA, and to the maximum extent permitted by law, agrees to defend, indemnify, and save RMA harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site.

9. SITE CONDITIONS. Client shall secure all necessary approvals, notices, permits, licenses, and consents from all owners, lessees, contractors, and other possessors of the Project, necessary to commence and complete the Services, and will provide RMA access to the project site for all equipment and personnel necessary for the performance of the Services. RMA shall be allowed free access to the site. Client understands and agrees that RMA shall only be responsible for losses which directly result from RMA's negligence. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Client waives any claim against RMA, and agrees to defend, indemnify, and hold RMA harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate RMA for any time spent or expenses incurred by RMA in defense of any such claim.

10. ENVIRONMENTAL LIABILITY. Neither this Agreement nor the providing of services will operate to make RMA an owner, operator, generator, transporter, treater, storer, or arranger for disposal or treatment within the meaning of the Resource Conservation Recovery Act, Comprehensive Environmental Response Compensation and Liability Act, or within the meaning of any other law governing

the handling, treatment, storage, or disposal of hazardous materials. Client will indemnify, defend and hold RMA harmless from and against any and all losses, damages, costs and expenses, including attorney's fees, from third party claims, demands and causes of action arising or claimed to arise from violations by Client of any and all environmental laws, rules and regulations relating to the existence, generation of, current or future ownership, storage, transport or disposal of pre-existing hazardous substances and wastes, but this indemnity shall not cover such loss, damage, cost or expense to the extent caused by RMA's proven negligence in performing the Services under this Agreement. For purposes of this Agreement, a pre-existing hazardous substance is any hazardous substance or hazardous waste having been generated by Client or existing on Client's premises prior to the date of this Agreement.

11. OWNERSHIP AND LEGAL USE OF DOCUMENTS. All notes, data, reports, original final reproducible drawings, plans, specifications, calculations, and studies memoranda assembled or prepared by RMA are instruments of service with respect to the subject project, and RMA shall retain an ownership and property interest therein, whether or not the project is completed. The Client may make and retain copies for information and reference in connection with the subject project; however, such documents are not intended or represented to be suitable for re-use by the Client or others. Any modification, changes, or reuse without written verification or adaptation by RMA for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to RMA, and the Client agrees to indemnify and hold harmless RMA against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom.

12. ALLOCATION OF RISK AND LIMITATION OF LIABILITY. The parties have evaluated the respective risks and remedies under this Agreement and agree to allocate the risks and restrict the remedies to reflect that evaluation. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Client agrees to restrict its remedies under this Agreement against RMA, its parents, affiliates and subsidiaries ("RMA Covered Parties"), so that the total aggregate liability of RMA Covered Parties shall not exceed \$50,000 or the actual paid compensation for the services performed by RMA under this Agreement, whichever is greater. This restriction of remedies shall apply to all suits, claims, actions, losses, costs (including attorney fees) and damages of any nature arising from or related to this Agreement without regard to the legal theory under which such liability is imposed. Claims must be brought within one calendar year from performance of the Services.

13. LIABILITY FOR OTHERS. RMA shall not be responsible for supervising or overseeing the Client's contractors or for their means and methods, procedures, performance, or site safety. RMA shall not be responsible for the acts or omissions of the Client, owner, architect, architect's other consultants, contractor, subcontractors, other third parties or their respective agents, employees, assigns, successors, or any other persons ("Others"). RMA shall have no authority to control Others regarding their work or their safety practices. RMA does not control or guarantee the work of Others. RMA has no duty to inspect or correct health and safety deficiencies of Others. RMA will not be responsible for the failure of Others to perform in accordance with their undertakings and the providing of RMA's services shall not relieve Others of their responsibilities to the Client or Others. RMA reserves the right to report to the Client any unsafe conditions observed at the Project without altering the foregoing.

14. CONSEQUENTIAL DAMAGES WAIVER. Notwithstanding anything to the contrary in this agreement and to the fullest extent permitted by law, Client and RMA waive against each other any and all claims for or entitlement to special, incidental, indirect, consequential, delay, punitive, or similar losses or damages arising out of, resulting from, or in any way related to the project or this Agreement.

15. INSURANCE. RMA will maintain the following insurance coverages and amounts: (1) Workers Compensation insurance as required by law, (2) Employer's Liability insurance with coverage of \$1,000,000 per each accident/employee, (3) Commercial General Liability insurance with coverage of \$1,000,000 per occurrence/aggregate, (4) Automobile Liability insurance with coverage of \$1,000,000 combined single limit, and (5) If RMA is providing professional services, Professional Liability insurance with coverage of \$1,000,000 per claim/aggregate. Client shall name RMA as additional insured on its Builder's Risk policy. Client shall require any general contractors working on the project site to include RMA in any indemnity that the Client requires such contractors to provide to the Client and as an additional insured under any such contractor's general liability insurance policy. Client shall provide RMA with a certificate of insurance evidencing the required insurance.

16. RESOLUTION OF DISPUTES. Client shall not be entitled to assert a Claim against RMA based on any theory of professional negligence unless and until Client has obtained the written opinion from an independent and reputable Professional Engineer (P.E.), licensed architect (A.I.A.), or Registered Geologist (R.G.) that RMA has violated the standard of care applicable to RMA's performance of the Services. Such party shall be currently practicing in the same discipline as RMA and be licensed in the state where the project is located. This written opinion shall specify the acts or omissions that the independent engineer, architect, or geologist contends are not in conformance with the standard of care for professional services performed by local consultants under similar circumstances; and state in detail the basis for their independent opinion that such acts or omissions do not conform to that standard of care. Client shall provide this opinion to RMA and the parties shall endeavor to resolve the dispute within 30 days. This Agreement shall be governed by and construed in accordance with the laws of the state where the RMA office originating the work or proposal is located. Exclusive of lien claims, any legal action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement shall be brought in the county where the RMA office originating the work or proposal is located. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

17. COMPENSATION AND PAYMENT TERMS. Client agrees that an invoice amount is due when received unless otherwise agreed. A service charge of one and one-half percent (1-½%) per month (but not exceeding the maximum allowable by law) will be added to any account not paid within 30 days after the invoice date. In the

event that any portion of the account remains unpaid 30 days after the invoice date, RMA may immediately discontinue Services on any and all projects for Client, or withhold any final report or instrument of service, or demand prepayment of fees at RMA's option. Client shall pay all costs incurred by RMA in collecting any delinquent amount, including staff time, court costs and attorney fees. Failure to make payment within sixty (60) days of invoice shall constitute a release of RMA from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time. Should Services based on a fee schedule be performed beyond the end of the calendar year, RMA's current fee schedule shall apply unless otherwise negotiated in advance.

18. TERMINATION. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, RMA will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and shall supersede other prior agreements and representations. No amendments to this Agreement shall be valid unless made in writing and signed by the parties. If Client uses its standard business forms all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void. If the terms and conditions of this Agreement conflict with the terms and conditions of any other agreement or document this Agreement shall govern and control over any such conflict. The invalidity or unenforceability of any portion(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) hereof. Any invalid or unenforceable portion shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion held to be invalid or unenforceable. This Agreement may be executed in several counterparts, each of which shall be deemed an original having identical legal effect. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. RMA shall not be bound by any language incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to RMA and are expressly agreed to in a writing signed by RMA.

August 12, 2024

GeoTest Services, Inc.
741 Marine Drive
Bellingham, WA 98225

Subject: Acceptance FYE 2023 ICR - Risk Assessment Review - Local Agency ONLY

Dear Janice Patience:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 158.37% (rate includes 0.67% Facilities Capital Cost of Money). This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


Schatzie Harvey (Aug 12, 2024 16:00 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb

EXHIBIT E-2



TG: 1.20130.P1

August 19, 2024

Nathan Zylstra, PE
Reichhardt & Ebe Engineering, Inc.
PO Box 978/ 423 Front Street
Lynden, WA 98264

Subject: 53rd Ave/61st St – CE Services – Proposed Agreement for Services

Dear Nathan:

Transpo Group appreciates the opportunity to submit the enclosed proposed Agreement for Services. As part of this Agreement, we propose to provide construction phase support services to the City of Marysville for the 53rd Ave NE & 61st St NE Intersection and Shared-Use Path Improvements project in Marysville, Washington, at the 53rd Avenue NE and 61st Street NE intersection. Transpo Group provided design services for the intersection and shared-use path at the subject intersection and these construction phase services provide a continuation of support for the City of Marysville and this project.

Enclosed is our proposed Exhibit A – Scope of Services. This exhibit details our proposed scope of services and fee.

We appreciate your consideration of Transpo Group and look forward to working with you.

Sincerely,
Transpo Group



Chris Cavallo, PE
Senior Project Manager

Attached: Exhibit A – Scope of Services & Fee

Exhibit – Scope of Services & Fee

Client Name:	Reichhardt & Ebe Engineering, Inc.		
Project Name:	53rd Ave/61st St – CE Services		
Exhibit Dated:	August 19, 2024	TG:	1.20130.P1

Scope of Services

Transpo Group USA, Inc. (Transpo) will provide construction phase support services to the Reichhardt & Ebe Engineering, Inc. (Client) for the 53rd Ave NE & 61st St NE Intersection and Shared-Use Path Improvements project in Marysville, Washington, at the 53rd Avenue NE and 61st Street NE intersection.

Task 01—Construction Phase Services

Subtask 01 – Traffic Engineering

Project Management, Coordination, and Meetings

Transpo will participate in meetings and other coordination efforts with the Client, City of Marysville, Contractor, and/or utility representatives, as necessary. Transpo will virtually attend **one (1)** preconstruction meeting with the Client and the contractor. Transpo will attend **two (2)** on-site coordination meetings with the Client and the contractor as necessary to accomplish the construction of project improvements.

Shop Drawing and Cut Sheet Review

Transpo will review contractor provided/prepared shop drawings and cut sheets for general conformity with the plans and specifications for materials related to traffic signals, channelization, and lighting improvements. Following review, Transpo will stamp the shop drawing and/or cut sheet with the appropriate designation (no exceptions taken, rejected, etc.) and return to the Client.

Response to Contractor Request for Information (RFI)

Transpo will respond to contractor RFIs related to traffic signal, channelization, and lighting work during construction as necessary. It is anticipated that RFIs will be routed through the on-site Project Engineer and provided to Transpo in a written format. Transpo will work with the Client, City of Marysville, contractor, and the appropriate agencies to provide resolution to the RFIs. The projected fee anticipates responding to up to **eight (8)** RFIs.

Subtask 02 – Civil Engineering

Meetings

Transpo's subconsultant Land Development Consultants, Inc. (LDC) will virtually attend **one (1)** preconstruction meeting with the Client, City of Marysville, and the contractor. Transpo's subconsultant LDC will attend **two (2)** on-site coordination meetings with the Client and the contractor as necessary to accomplish the construction of project improvements.

Shop Drawing and Cut Sheet Review

Transpo's subconsultant LDC will review contractor provided/prepared shop drawings and cut sheets for general conformity with the plans and specifications for materials related to civil and stormwater drainage

improvements. Following review, LDC will stamp the shop drawing and/or cut sheet with the appropriate designation (no exceptions taken, rejected, etc.) and return to the City of Marysville through Transpo.

Response to Contractor Request for Information (RFI)

Transpo's subconsultant LDC will respond to contractor RFIs related to civil and stormwater drainage work during construction as necessary. It is anticipated that RFIs will be routed through the on-site Project Engineer and provided to LDC in a written format. LDC will work with the Client, City of Marysville, contractor, and the appropriate agencies to provide resolution to the RFIs. The projected fee anticipates responding to up to **five (5)** RFIs.

Fee

A fee for each identified task is outlined in Table 1. Transpo will keep the Client informed regarding progress and budget status. Should additional services outside the scope be required, Transpo will coordinate with the Client to adjust the scope of services, fee projection and schedule accordingly and will perform these services, upon receipt of written authorization.

Table 1. Fee Projection by Task

Task	Description	Fee Projection
01	Construction Phase Services – Traffic Engineering	\$18,104.67
	Construction Phase Services – Civil Engineering	\$11,597.71
99	Reimbursable Expenses	\$100
Total		\$29,802.38

Cost Estimate Worksheet



Number / Project Name

1.20130.01 - 53rd Ave/61st St - CE Services

Rate schedule is effective from July 1, 2023 through June 28, 2024

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

	Project Manager	Principal in Charge	Signal Lead	Project Engineer	Project Admin
initials	CAC2	RP	JKHC	NH2	CLF
labor category	Eng L5	Prin L7	Eng L5	Any L1	PA L4
cost rate	\$79.33	\$96.15	\$71.15	\$42.31	\$48.08

Labor:

	Work Task					Hours	Cost
1						0	\$0
2	Subtask 01 - Traffic Engineering					0	\$0
3	- PM and Coordination	8	1	4	5	18	\$1,256
4	- Precon meeting x 1	2		2		4	\$301
5	- On site meeting x 2	3		3		6	\$451
6	- Shop Drawing and Cut Sheet Review	1		4		5	\$364
7	- RFIs x 8	12		32	12	56	\$3,736
8						0	\$0
9	Subtask 02 - Civil Engineering (SEE LDC below)					0	\$0
10						0	\$0
11						0	\$0
12						0	\$0
13						0	\$0
14						0	\$0
15						0	\$0
16						0	\$0
17						0	\$0

Total Hours	26	1	45	12	5	89	
Labor Costs	\$2,063	\$96	\$3,202	\$508	\$240		\$6,108.60

Overhead	Rate	166.38%					\$10,163.49
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Fee (as a % of labor)	30.00%						\$1,832.58
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Miscellaneous Expenses:

	Item	Reimbursable Cost
1	Federal Express / Courier	\$0
2	Phone	\$0
3	Fax	\$0
4	Postage	\$0
5	Graphic supplies	\$0
6	Photography	\$0
7	Travel expenses (mileage)	\$100
8	Reproduction	\$0
9	Traffic counts	\$0
10	Traffic accident data	\$0
11	Spec. MPS model run	\$0
12	Transportation Concurrence Application	\$0

Total Reimbursable Expenses	\$100
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Subconsultants:

	Firm	Subs Cost
1	LDC	\$11,597.71
2		\$0
3		\$0
4		\$0
5		\$0

Total Subconsultants	\$11,597.71
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TOTAL ESTIMATE	\$29,802.38
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May 28, 2024

Transpo Group USA, Inc.
12131 113th Avenue NE, Suite 203
Kirkland, WA 98034

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Sarah Brinkerhoff:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 166.38% of direct labor (rate includes 0.11% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(May 29, 2024 06:29 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

Client Name: Transpo Group
Project Name: 53rd DR NE & 61st Street NE Intersection Improvements - Construction Support
Date: 6/18/2024

EXHIBIT B: Supplemental Budget / Fee



	Jesse		Trace	Nate	Brian	Colin										
Task	Principal / Director Hours	Project Manager Hours	Project Engineer Hours	E.I.T. Hours	Senior Designer	CAD III Technician Hours	Sr. Land Surveyor Hours	Project Surveyor Hours	CAD Survey Technician Hours	Chief of Parties Hours	Survey Crew Chief II Hours	Project Admin. Hours	Direct Labor Costs	Over Head	Fee (30%)	Total
Direct Rate (per hour)	\$76.96		\$41.84	\$36.92	\$50.00	\$40.00										
Task 02 Civil Engineering (Construction Support)																
Meetings	10		4										\$936.96	\$1,675.85	\$281.09	\$2,893.89
Submittal Review	6		12	6									\$1,185.36	\$2,120.13	\$355.61	\$3,661.10
RFI Response	5		10	8	10								\$1,598.56	\$2,859.18	\$479.57	\$4,937.31
													\$0.00	\$0.00	\$0.00	\$0.00
Hours Estimate	21	0	26	14	10	0	0	0	0	0	0	0	\$3,720.88	\$6,655.17	\$1,116.26	\$11,492.31
Total Labor Cost:	\$1,616.16	\$0.00	\$1,087.84	\$516.88	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

LDC Consulting Cost:	
Subtotal: LDC Direct Labor Costs	\$ 3,720.88
Overhead (178.86%)	\$ 6,655.17
Fee (30%)	\$ 1,116.26
Total: LDC Direct Labor, OH & Fee	\$ 11,492.31
Subconsultant(s):	
1 APS	\$ -
2 Underground Utility Vendor	\$ -
3 Landscape Architecture Firm	\$ -
4 Structural Engineering Firm	\$ -
Subtotal	\$ -
Overhead (10%)	\$ -
Total: Subconsultants	\$ -
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ Current IRS Rate)	\$ 80.40
Printing	\$ 25.00
Total: Direct Non-Salary	\$ 105.40
TOTAL ESTIMATED COST	\$ 11,597.71

Assumptions:
As-buit CAD production is excluded
Will virtually attend one (1) preconstruction meeting with the Client and the contractor and two (2) on-site coordination meetings, as necessary
Will review shop drawings and cut sheets for general conformity with the plans and specifications for materials related to civil and stormwater drainage improvements.
Will respond to contractor RFIs related to civil and stormwater drainage work during construction as necessary. The projected fee anticipates responding to up to five (5) RFIs.



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

May 17, 2024

Land Development Consultants, Inc.
20210 142nd Ave NE
Woodinville, WA 98072

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Kyle Carlson:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 178.86%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(May 21, 2024 12:37 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

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, ***(Federal Highway 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 Washington State Department of Transportation 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 Washington State Department of Transportation 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 ***(Federal Highway 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 ***(Federal Highway 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 ***(Federal Highway 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 ***(Federal Highway 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 Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____ City of Marysville
- 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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Reichhardt & Ebe Engineering, Inc.

whose address is

423 Front Street - Lynden, WA 98264

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the City of Marysville

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

Reichhardt & Ebe Engineering, Inc,

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

I hereby certify that I am the:

☒ Certified Authority

☐ Other

of the City of Marysville, and Reichhardt & Ebe Engineering, 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; o
- 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 City of Marysville

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

Signature

Date

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; an
 - 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.

Reichhardt & Ebe Engineering, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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 require 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.

Reichhardt & Ebe Engineering, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification 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 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 53rd Ave NE & 61st St NE Intersection and Shared-Use Path Improvements * are accurate, complete, and current as of 08/23/24 **.

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: Reichhardt & Ebe Engineering, Inc.

Signature Title

Date of Execution _____***.

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

Exhibit 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 \$ N/A .

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

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: \$ N/A .

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

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has 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.

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) total a \$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 meet 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.

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 associate 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 23, 2024

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Public Works

ITEM TYPE: Presentation

AGENDA SECTION: New Business

SUBJECT: 2025 Transportation Benefit District (TBD) Projects

SUGGESTED ACTION: Recommended Motion: I move to approve the 2025 Transportation Benefit District Projects.

SUMMARY: Staff will provide a presentation on the proposed 2025 Transportation Benefit District projects. The presentation includes a list of projects with a description of revenues, expenditures, project limits and maps.

ATTACHMENTS:
[2025 TBD Projects.pptx](#)

2025 TBD PROJECTS

September 23, 2024



2024-2025 TBD Snapshot



- Revenues generated from TBD sales tax revenue are estimated to be \$2.7M annually.
- Estimated revenue, planned TBD expenditures and year-end balances are shown below.

	2024	2025
Carryover Revenue	\$7.26M	\$6.83M
Projected Revenue	*\$4.47M	\$2.70M
<i>Estimated Expenditures</i>	<i>\$4.90M</i>	<i>\$6.76M</i> (\$3.93M TBD + \$2.83M Grant)
Remaining Balance	\$6.83M	\$2.77M (\$5.60M with Grants)

* Estimated TBD revenues to July 2024

2025 TBD Projects



Project Name	From	To	Grant	2025 TBD
Sunnyside Blvd & 53rd Ave NE Intersection			\$1,873,619	\$381,381
67 th Ave NE & 52 nd St NE Intersection			\$240,000	\$93,816
*2025 Pavement Preservation	Multiple locations			\$3,000,000
Comeford Park Improvement Project	Lighting & Sidewalk		\$162,914	\$92,086
67 th Ave NE Overlay	Grove St to 88th		\$550,000	\$365,300
TOTAL			\$2,826,533	\$3,932,583

* New preservation project list will be presented to Council for approval on September , 2024

67th Ave NE & 52nd St NE Intersection



Project Scope:

Construct left-turn lanes, bike lanes, traffic signal, ADA ramps and sidewalk.

Project Schedule:

- o 2024-2026 Design
- o 2027-2028 Right-of Way
- o 2029 Construction (Unfunded)



Comeford Park Lighting & Sidewalk

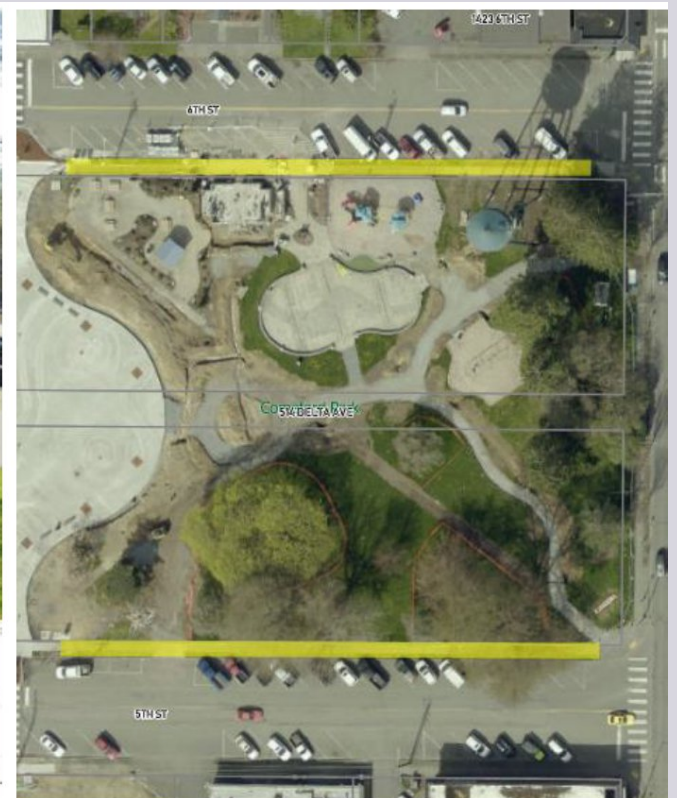
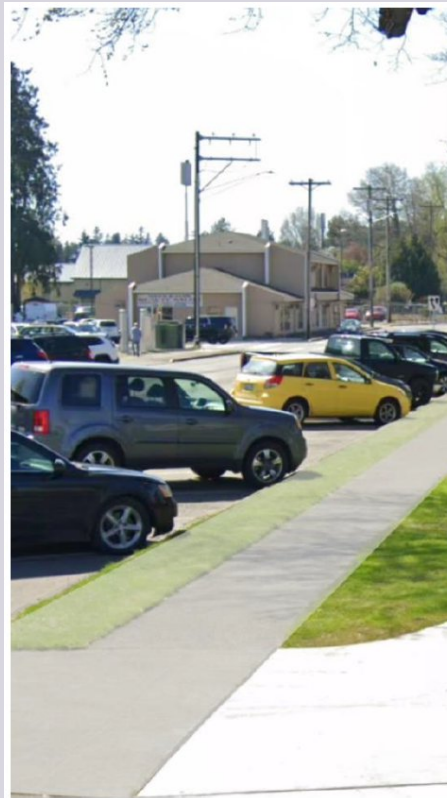


Project Scope:

Replace 5 ft wide sidewalk with 8 ft wide sidewalk on 5th & 6th Street including pedestrian lighting at Comeford Park.

Project Schedule:

- o 2024-2025 Design
- o 2025 Construction



2025 Pavement Preservation



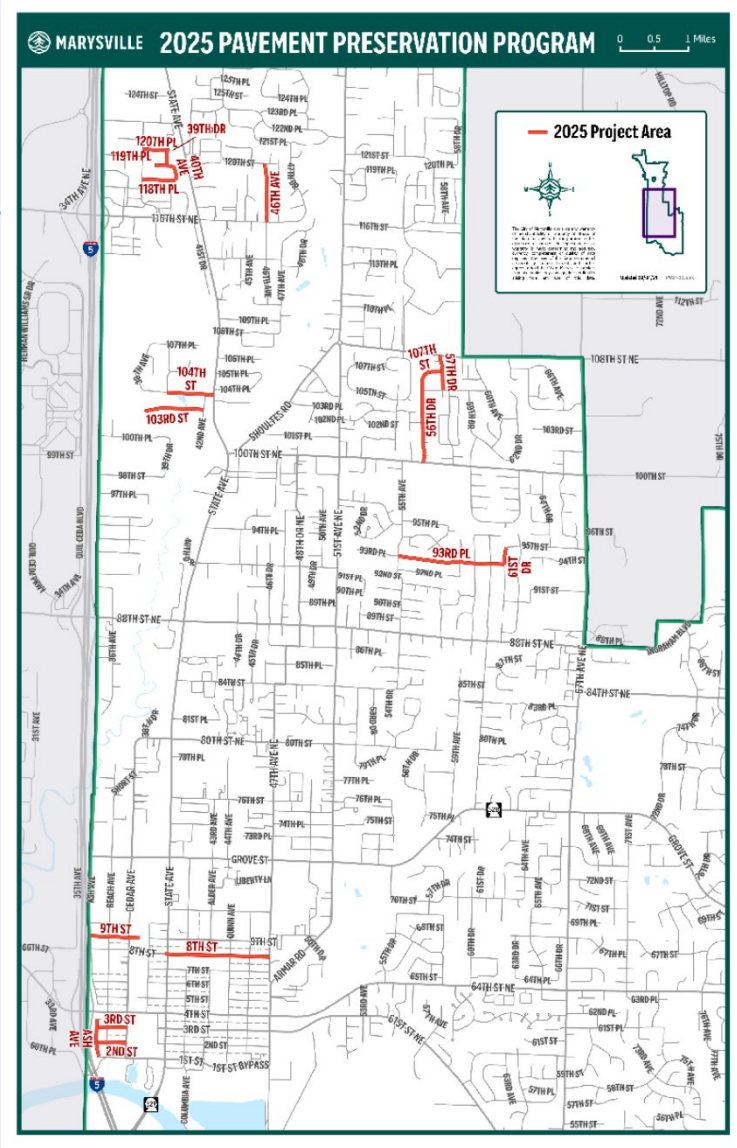
Pavement Condition Index (PCI)	Street	From	To	Estimates
42.30	39th Dr NE	119th PI NE	120th PI NE	\$33,000
43.40	3rd St	Ash Ave	Cedar Ave	\$260,000
45.00	120th PI NE	38th Ave NE	39th Dr NE	\$58,000
47.15	73rd Dr NE	End	52nd St NE	\$179,000
47.33	9th St	Ash Ave	End	\$167,000
47.47	Ash Ave	1st St	End	\$344,000
50.00	46th Ave NE	116th St NE	120th St NE	\$200,000
69.00	119th PI NE	End	40th Ave NE	\$32,000
51.00	72nd Dr NE	49th PI NE	52nd St NE	\$84,000
51.35	49th PI NE	72nd Dr NE	75th Ave NE	\$107,000
51.70	40th Ave NE	39th Dr NE	118th PI NE	\$61,000
52.30	104th St NE	39th Dr NE	State Ave	\$115,000
52.30	61st Dr NE	93rd PI NE	95th St NE	\$55,000

2025 Pavement Preservation



Pavement Condition Index (PCI)	Street	From	To	Estimates
53.00	118th PI NE	38th Ave NE	40th Ave NE	\$81,000
54.35	2nd St	Ash Ave	Cedar Ave	\$196,000
54.50	93rd PI NE	55th Ave NE	61st Dr NE	\$304,000
54.76	8th St	State Ave	47th Ave NE	\$561,000
57.00	103rd St NE	End	42nd Ave NE	\$165,000
	TOTAL			\$3,002,000

2025 PP Project Map



2025 Pavement Preservation



3rd Street (Ash Ave to Cedar Ave): \$260,000 Est



120th Pl NE (38th Ave NE to 39th Dr NE): \$58,000 Est

2025 Pavement Preservation



104th St NE (39th Dr NE to State Ave): \$115,000 Est



46th Ave NE (116th St NE to 120th St NE): \$200,000 Est

Questions





Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 23, 2024

SUBMITTED BY: Christopher Jones, Police

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: First Amendment to Medical Services Agreement between City of Marysville and Rae Boyd APRN BC, PLLC.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the first amendment to medical services regarding blood draw provisions between the City of Marysville and Rae Boyd.

SUMMARY: The amendment to the original contract is to compensate the responding nurse in a DUI phlebotomy case in which the phlebotomy cannot be performed due to circumstances beyond the control of the responding nurse. These circumstances are inclusive, but not limited to, failure to obtain a warrant or combative/ uncooperative subject.

ATTACHMENTS:

[Amendment to Medical Contract.pdf](#)
[Agreement - Rae Boyd - Jail Medical Services.pdf](#)

First Amendment to Medical Services Agreement Between City of Marysville and Rae Boyd APRN BC, PLLC

This First Amendment is effective on the last date of signature below.

The City of Marysville (Client) and Rae Boyd APRN BC, PLLC (Contractor) executed an agreement for medical services on February 13, 2024, (Original Agreement) and desire to amend the Original Agreement in regard to the provision of mental health services and compensation for phlebotomy services.

The parties agree that the Original Agreement is amended as follows:

Paragraph II, Services, is amended to add the following after the fourth paragraph:

“Contractor can be called upon to perform mental health services including Individual Mental Health Assessments, Crisis Intervention including Suicide Evaluations, and Drug and Alcohol Assessments.”

The fourth paragraph of Section III. Payment is amended to read as follows:

“If the Contractor is called to perform Phlebotomy for a blood alcohol level, the Contractor will be paid \$450.00 per incident. If Contractor is called in by Client to perform this service and Contractor cannot perform the Phlebotomy due to circumstances beyond the Contractor’s control (e.g. Client does not obtain warrant, combative/uncooperative subject), Contractor will be paid \$200.00.”

A paragraph is added after the fourth paragraph to read as follows:

“If the Contractor is called to perform an Individual Mental Health Assessment, Drug and Alcohol Assessment, or a Suicide Evaluation, the Contractor will be paid \$600.00 for each assessment or evaluation, which includes two additional follow-up visits. The Contractor will be paid \$200.00 for each additional visit. Consultation and coordination with current Coordinators are included in this fee.”

Each and every provision of the Original Agreement dated February 13, 2024, remains in full force and effect, except as modified by this First Amendment.

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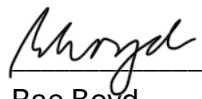
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CITY OF MARYSVILLE

Jon Nehring, Mayor

DATE: _____

RAE BOYD APRN BC, PLLC



Rae Boyd

DATE: 9/20/24

INDEPENDENT CONTRACTOR AGREEMENT

I. The Parties. This Agreement is made between a business entity known as The City of Marysville with a mailing address of 601 Delta Ave, Marysville, Washington, 98270 ("Client")

AND

A business entity known as Rae Boyd APRN, BC, PLLC with a mailing address of 24115 145th Ave SE, Snohomish, Washington, 98296-6985 ("Contractor").

II. Services. The Contractor agrees to perform the following:

Medical Services shall be available to provide medical care to Client's inmates at the Client's facility from early morning before 9am and evening with the flexibility that the Contractor may leave at the end of the day provided any necessary medical needs have been addressed.

Contractor, when available prior to booking, will conduct a general health screen to ensure person is medically cleared to be booked.

Morning and evening medications will be administered by medical staff during agreed times.

Contractor can be called upon to perform phlebotomy for blood alcohol levels. The materials will be provided by an officer and if the Contractor is not available then phlebotomy will be performed by another facility such as an Emergency Department.

Hereinafter known as the "Services".

III. Payment. The Client agrees to pay for the Services performed by the Contractor.

The Contractor agrees to be paid as follows:

Provided that the Client has no more than fifty (50) inmates, the Client shall pay Contractor \$43,000 per month. If the inmate population is more than fifty (50) inmates on average per day in any three (3) consecutive months of any year, the parties agree to a tiered payment the following months until end of the three (3) year contract. The tiered payment will be an additional \$200.00 per inmate evaluated when inmate population of fifty one (51) to sixty (60), \$300.00 per inmate evaluated when inmate population of sixty one (61) to seventy (70), an additional \$400.00 per inmate evaluated when inmate population of seventy one (71) to eighty (80), and an additional \$500.00 per inmate evaluated when inmate population of eighty one (81) to ninety six (96).

If the Contractor is called outside agreed time to the Client's facility to provide care to an inmate, the Client shall pay \$300 per incident/inmate; and if the Contractor is called by phone outside agreed time to consult on care for an inmate, the Client shall pay \$50 per incident.

If the Contractor is called in to perform Phlebotomy for a blood alcohol level, the Contractor will be paid \$450.00 per incident.

The monthly fee and the additional fees set forth in the Section III shall be increased on each anniversary date of this Agreement by 5 percent (5%).

Client shall pay the monthly fee on or before the 25th of the month in which services are provided. Contractor shall invoice Client for additional services, as set forth above, which shall be paid by the 25th of the following month.

IV. Due Date. The Services provided by the Contractor shall begin on January 1, 2024 and end on December 31, 2027.

V. Expenses. The Contractor shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, personal supplies, personal equipment, operating business costs, business costs, employment costs, taxes, Social Security contributions/ payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Contractor. The Client will be responsible for medications, medical supplies, medical equipment, and fees incurred by the inmate through other outside medical services necessary for the inmate's continuation of care.

VI. Independent Contractor Status. The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Contractor agrees and represents:

Contractor has the right to perform Services for others during the term of this Agreement;

Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor shall select the routes taken, starting and ending times, days of work, and order in which the work is performed;
Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required under this Agreement.

Neither Contractor, nor the Contractor's employees or personnel, shall be required to wear any uniforms provided by the Client;

The Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor;

Neither Contractor nor Contractor's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the services required by this Agreement; and

Neither the Contractor nor Contractor's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

VII. Business Licenses, Permits, and Certificates. The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws

requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

VIII. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor; Making federal or state unemployment compensation contributions on the Contractor's behalf; and The payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

IX. Benefits of Contractor's Employees. The Contractor understands and agrees that they are solely responsible and liable for all benefits that are provided to their employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

X. Unemployment Compensation. The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

XI. Workers' Compensation. The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

XII. Liability Insurance. The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive professional liability insurance/malpractice coverage. There shall be a minimum amount of combined single limit of \$2,000,000.00.

XIII. Indemnification. The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

XIV. Termination of Agreement. This Agreement shall terminate on December 31, 2027. In addition, the Client or Contractor may terminate this Agreement, including any obligations stated hereunder, with reasonable cause by providing written notice of:

A material breach of the other party; or

Any act exposing the other party to liability to others for personal injury or property damage.

XV. Exclusive Agreement. This entire Agreement is between the Client and Contractor.

XVII. Resolving Disputes. If a dispute arises under this Agreement, any party may take the matter to a Washington state court.

XVIII. Confidentiality. The Contractor will comply with state and federal laws regarding the confidentiality of patient health information.

XIX. No Partnership. This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on Client's behalf or represent the Client in any manner.

XX. Assignment and Delegation. The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XVIII this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.

XXI. Additional Terms and Conditions. Negotiated cost will be confidential. The contractor will provide services until end of contract date. Contract can be terminated immediately if both parties agreeable.

XXII. Governing Law. This Agreement shall be governed under the laws in the State of Washington.

XXIII. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXIV. Breach Waiver. Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

XXV. Entire Agreement. This Agreement, along with any attachments or addend urns, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Contractor.

DocuSigned by:
Client's Signature Jon Nehring Date 2/13/2024
A8AE51528DE9478...

Print Name Jon Nehring

Contractor's Signature Rae Boyd Date 12/21/23
Print Name Rae Boyd



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 23, 2024

SUBMITTED BY: Confidential Administrative Assistant Margaret Vanderwalker, Police

ITEM TYPE: Project Acceptance

AGENDA SECTION: New Business

SUBJECT: Fiscal Year 2024 Local Justice Assistance Grant

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the F24 JAG grant agreement.

SUMMARY: FY24 Local JAG Grant, formerly known as the Byrne Grant, applying for two UASs at the cost of \$12,034. The Local JAG Grant is funding \$11,426, the remaining \$608 to be paid out of the Marysville Police budget.

Every year the Marysville Police Department is awarded a set amount of money, this year it is \$11,426. We have outlined a successful plan to purchase two MAVIC three thermal Unmanned Aerial Systems. Attached is the grant request with narratives and associated documents.

ATTACHMENTS:
[FY24 Local JAG Grant Application.pdf](#)

2024 Washington Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2024 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2022> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
WA	BENTON COUNTY	County	*	
WA	KENNEWICK CITY	Municipal	\$25,867	
WA	RICHLAND CITY	Municipal	\$15,437	\$41,304
WA	CLALLAM COUNTY	County	*	
WA	PORT ANGELES CITY	Municipal	\$10,900	\$10,900
WA	CLARK COUNTY	County	\$29,630	
WA	VANCOUVER CITY	Municipal	\$91,628	\$121,258
WA	COWLITZ COUNTY	County	*	
WA	LONGVIEW CITY	Municipal	\$10,098	\$10,098
WA	FRANKLIN COUNTY	County	*	
WA	PASCO CITY	Municipal	\$19,200	\$19,200
WA	KING COUNTY	County	\$52,398	
WA	AUBURN CITY	Municipal	\$31,954	
WA	BELLEVUE CITY	Municipal	\$16,876	
WA	BURIEN CITY	Municipal	\$20,888	
WA	FEDERAL WAY CITY	Municipal	\$39,977	
WA	KENT CITY	Municipal	\$46,146	
WA	RENTON CITY	Municipal	\$30,128	
WA	SEATAC CITY	Municipal	\$13,999	
WA	SEATTLE CITY	Municipal	\$473,384	
WA	SHORELINE CITY	Municipal	\$10,817	
WA	TUKWILA CITY	Municipal	\$13,445	\$750,012
WA	PIERCE COUNTY	County	\$112,101	
WA	TACOMA CITY	Municipal	\$227,134	\$339,235
WA	SPOKANE COUNTY	County	\$17,512	
WA	SPOKANE CITY	Municipal	\$123,997	
WA	SPOKANE VALLEY CITY	Municipal	\$28,440	\$169,949
WA	WHATCOM COUNTY	County	\$11,509	
WA	BELLINGHAM CITY	Municipal	\$28,661	\$40,170
WA	YAKIMA COUNTY	County	\$12,809	

WA	YAKIMA CITY	Municipal	\$50,434	\$63,243
WA	BREMERTON CITY	Municipal	\$14,524	
WA	EVERETT CITY	Municipal	\$34,720	
WA	FIFE CITY	Municipal	\$14,248	
WA	KITSAP COUNTY	County	\$39,423	
WA	LAKEWOOD CITY	Municipal	\$39,064	
WA	LYNNWOOD CITY	Municipal	\$10,209	
WA	MARYSVILLE CITY	Municipal	\$11,426	
WA	OLYMPIA CITY	Municipal	\$22,602	
WA	PUYALLUP CITY	Municipal	\$11,426	
WA	SNOHOMISH COUNTY	County	\$41,471	
WA	THURSTON COUNTY	County	\$19,809	
	Local total		\$1,824,291	

O- BJA - 2024- 172239

Project Identifiers

O-BJA-2024-172239

The Marysville Police Department will be addressing the following Project Identifiers with the use of JAG/BYRNE Grant funds:

UAS (Unmanned Aerial Systems)

Policing

Officer Safety

Surveillance

GOVERNING BODY REVIEW

APPLICATION FY24 O-BJA-2024 -172239

The JAG application program Titled Increasing the Marysville Police Department's unmanned aerial for the Marysville Police Department was made available for review by the Executive Law Enforcement Officer, Chief of Police, Erik Scairpon on September 23rd, 2024 and was made available for review by the governing body on September 23rd, 2024.

Public Hearing

The City of Marysville will hold a public hearing on September 23rd at 7 p.m., at City Hall located at 501 Delta Avenue, Marysville, WA 98270. The purpose of this City Council public hearing was for public comments concerning the 2024 Edward Byrne Memorial Justice Assistance Grant Local Solicitation Program, in the amount of \$11,426.



MARYSVILLE POLICE DEPARTMENT

Erik Sclairpon, Chief of Police



FY2024 Edward Byrne Memorial Justice Assistance Grant (JAG)

O-BJA-2024-172239 Program Local Solicitation Disclosure

Disclosure of Pending Applications

The City of Marysville **does not** have pending applications submitted within the last 12 months for federally funded assistance that include request for funding to support the same project/equipment being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

FY24-O BJA- 2024-172239

Areas that will benefit from the use of Unmanned Aerial Systems (UAS)

City of Marysville

City of Arlington

City of Lake Stevens

The Tulalip Tribes

Snohomish County unincorporated

FY24 Program Abstract

The Marysville Police Department has identified that access to additional Unmanned Aerial Systems (UAS) can enhance officer safety by completing property flyovers during planning phases of search warrants and other activities. They can surveil target houses and evaluate threats while locating suspects or missing persons. The UASs can provide quick peeks of multi-story hostage situations or barricaded subjects. In addition, it can aid patrol and K9 Units in tracking and locating high-risk suspects. All the above conditions are low-occurring, high-risk circumstances that can compromise officer safety without the proper intelligence.

The City of Marysville's population continues to grow at a rapid pace. There are currently 74,390 citizens residing in Marysville. Marysville is the second largest city in Snohomish County, bordering King County and Seattle. The Marysville Department employs 80 sworn officers, 25 custody officers, and 15 civilians. This request's budgetary need and consideration are to complement and complete the strategy of implementing UASs for departmental use. We do not have any UAS that we can fly outside in rainy or inclement weather. Therefore we would like to purchase two (2) Mavic 3 Thermal drones.

As the City of Marysville prepares for the next budget season, we prioritize hiring additional sworn police officers. However, staffing is not our only concern; community concerns continue to arise despite staffing shortages. Our roster has four custody vacancies and eleven commissioned police officer vacancies. Implementing UAS systems will significantly enhance our operational flexibility in responding to incidents, thereby improving the safety and services we provide to our residents.

Using the JAG funds to pay for the necessary UAS equipment will allow us to prioritize our general fund budget for needed professional services and other operational requirements that cannot be met otherwise.

The Marysville Police Department will share resources with neighboring police agencies such as Arlington PD, Lake Stevens PD, and Tulalip Tribal PD. We are happy to be called upon to share our UASs with other agencies to assist in times of need.

The Marysville Police Department has collaborated with other law enforcement agencies in the state that have UASs to create a detailed database for collecting data related to the use of the UASs. This database will track all uses of the UASs and the crime data related to those specific uses.



FY24-O-BJA-2024-172239

BUDGET NARRATIVE:

The City of Marysville's population continues to grow at a rapid pace. There are currently 74,390 citizens residing in Marysville. Marysville is the second largest city in Snohomish County, which borders King County and the Seattle area. The Marysville Police Department employs 80 sworn officers, 25 custody officers, and 15 civilians. The budgetary need and consideration of this request is to complement and complete the strategy of the implementation of UASs for departmental use. Currently we do not have any UAS that we can fly outside in rainy or inclement weather.

At this time we are requesting the allocated JAG Funds of \$11,426 be spent on two (2) Mavic Thermal UASs. The total cost for this project is 12,034, and the Marysville Police Department will pay the remaining \$608 from our General Fund budget.

At the time of this request there are no other funding sources available, such as seizure funds, Tribal Gaming funds, or available grant funding. Therefore, at this time in mid-year 2024 there are no additional funds available for the associated UASs that we would like to purchase.

The Mayor of Marysville has stated that because the city has been fiscally prudent in these past several post-recession years, we have a solid financial foundation from which to work. An improving economy provides it own set of challenges, investing in economic development, diversifying our employment base and providing the infrastructure to meet



MARYSVILLE POLICE DEPARTMENT

Erik Sclairpon, Chief of Police



the needs of businesses coming our way. This high-growth phase coupled with the fiscal discipline of the last several years provides the opportunity to move forward on long-term projects that the city has planned for quite some time. This is an exciting opportunity for all of us to enhance the quality of life with new community amenities for all residents. When it comes down to it, people rely on cities for core services like public safety, streets, utilities, and parks. In Marysville, this balanced budget will continue to deliver and improve upon those services as we envision and work towards an even brighter future. As the City of Marysville prepares for the Biennial 2025-2026 budget, the priority is on hiring additional sworn officers. Staffing is our greatest priority for the immediate future. We currently have five vacancies in custody and eleven vacancies in our sworn staff. By using the JAG Funds to pay for the necessary UASs it will allow flexibility in utilizing the General Fund budget to allow for additional personnel.



FY24-O-BJA-2024-172239

PROGRAM NARRATIVE:

The Marysville Police Department seeks funding to acquire two new UAS (Drones). These will be the Mavic 3 with Thermal. The JAG Grant has dedicated \$11,426 to our jurisdiction, and the remaining balance of this purchase is \$608.00 which will be paid out of our General Fund Budget. This grant proposal aims to enhance the Department's operational capabilities and response efficiency across critical incidents. The acquisition of these drones will significantly bolster our response capabilities, particularly in the following areas:

Life-saving operations, enhance our ability to conduct water rescues and locate missing or lost persons.

Criminal Incident Management, supporting investigations in cases of homicide, burglary, robbery, domestic violence, and other criminal activities.

Officer Safety: Provide additional support in potentially dangerous situations to ensure the safety of officers.

Fire Response, assisting in fire-related calls to improve scene management and incident assessment.

Major Crash Analysis, facilitating forensic mapping of significant traffic collisions for thorough investigation and documentation.



MARYSVILLE POLICE DEPARTMENT

Erik Scairpon, Chief of Police



Crime Scene Investigation, enabling detailed forensic mapping of crime scenes to aid in evidence collection and case resolution.

Railroad Incidents, addressing incidents related to railroads, including collisions, trespassing, hazardous materials, and crossing enforcement.

We are applying for this grant to improve our UAS Team's capabilities, specifically for railroads and community safety incidents. The integration of drones into our operations is critical for enhanced response time. This is the quick deployment and aerial assessment of incidents, leading to faster mitigation and resolution. This will help us increase coverage by efficiently covering larger areas and accessing hard-to-reach locations. Lastly, it will improve our incident management by gathering vital information and data to support decision-making and investigative processes.

The importance of drones shows that drones have become essential tools for modern law enforcement. Their ability to provide real-time aerial views and detailed data will help us address various challenges, including hazardous material transport, compliance enforcement, and railroad trespassing issues. Drones will play a crucial role in deterrence, education, and investigative efforts as technology evolves. This grant proposal outlines the need for additional UAS (Drones) to enhance our department's effectiveness and response capabilities. By investing in these drones, the Marysville Police Department will



be better equipped to handle a wide range of incidents, ensuring improved safety and operational efficiency for our community.

The city of Marysville happens to have 23 railroad crossings within the city limits. There is a significant issue with vehicle and pedestrian violations of railroad crossings. This frequent trespassing increases the risk of collisions, injuries, and fatalities. Many of the 10+ miles do not have fencing or other barriers to prevent trespassing; in those areas that do, the trespassers have damaged them to gain access. Response to these types of calls for service can be more effective by deploying drone equipment with high-resolution cameras and thermal imaging to monitor the railroad tracks and surrounding areas, which will provide efficient and practical capabilities that we currently don't possess. The drones can cover more extensive stretches of track more efficiently than ground patrol, ensuring consistent monitoring and quicker responses to emerging issues.

One of the many benefits of additional drones for our agency is the benefit to the public. By integrating drone technology into public safety, the project will significantly enhance public safety through improved monitoring, early detection, and more effective response to incidents. The proactive approach enabled by drones will reduce the frequency and severity of collisions and address the root causes of trespassing and unsafe behaviors, ultimately saving lives and preventing injuries. The drones can have searchlights and a PA system for announcements that can be used in many situations. In collisions, drones



MARYSVILLE POLICE DEPARTMENT

Erik Sclairpon, Chief of Police



would help forensically map the scene much quicker than other technology, thus quickly re-opening the crime scene.

This project supports under-resourced communities and rural areas. A portion of the city of Marysville is in a mapped area of underserved communities per the Climate and Economic Justice Screening Tool and an area ranking 8 of 10 for environmental health disparities per the WA State Department of Health.



Marysville PD
1635 Grove St
Marysville, WA 98270

James Maples
jmaples@marysvillewa.gov
425-754-4480

Reference: 20240910-120306600
Quote created: September 10, 2024
Quote expires: March 9, 2025
Quote created by: Nate Holmes
"Aerial Operations Sales & Support"
nholmes@generalpacific.com

Hello James,
Thank you for choosing Gen Pac as your drone provider.

Products & Services

Item & Description	Part Number	Quantity	Unit Price	Total
DJI Mavic 3 Thermal 1 year Basic Aircraft, Smart Controller, 1x Intelligent Flight Battery, Micro SD Card, 100w Charger, 3x Propeller Pair, Carrying Case, USB-C Cable, USB-C to C Cable, 1 Year DJI Care Enterprise Basic Protection Plan.	DJI MAVIC 3 THERMAL	2	\$5,498.00	\$10,996.00
DJI Mavic 3 Enterprise Battery Kit Includes 3 Intelligent Flight Batteries and Charging Hub	DJI MAVIC 3 ENTERPRISE BATTERY KIT	2	\$519.00	\$1,038.00
One-time subtotal				\$12,034.00
Total				\$12,034.00

\$11,426⁻
608⁰⁰ MAD

Questions? Contact me



Nate Holmes

"Aerial Operations Sales & Support"

nholmes@generalpacific.com

General Pacific

22414 NE Townsend Way

Fairview, OR 97024

United States



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 23, 2024

SUBMITTED BY: Christopher Jones, Police

ITEM TYPE: Interlocal Agreement

AGENDA SECTION: New Business

SUBJECT: Interlocal Agreement between the Marysville Police Department and the Internet Crimes Against Children (ICAC) Task Force

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the interlocal agreement with the ICAC Task Force.

SUMMARY: This interlocal agreement with the ICAC Task Force strengthens our ability to investigate internet crimes against children in our city. The local, state and federal resources committed to this task force are immense and our agency would like to be more involved in assisting with their efforts. The ICAC Task Force is run out of the Seattle Police Department but includes dozens of agencies in our state and across our region.

ATTACHMENTS:

[2024 Marysville PD.docx](#)

[ICAC Standards - Final_11.01.23.pdf](#)



INTERAGENCY AGREEMENT

BETWEEN

THE WASHINGTON STATE INTERNET
CRIMES AGAINST CHILDREN TASK FORCE
ACTING THROUGH THE CITY
OF SEATTLE POLICE DEPARTMENT

AND

MARYSVILLE POLICE DEPARTMENT

This Interagency Agreement is entered into by and between the Washington State Internet Crimes Against Children Task Force (WA ICAC TF), acting through the City of Seattle Police Department and Marysville Police Department (Affiliate Agency) acting through its duly authorized representative.

WHEREAS, The United States Department of Justice (DOJ) Office of Juvenile Justice and Delinquency Prevention (OJJDP) have created the Internet Crimes Against Children (ICAC) Task Force Program. The mission of the national ICAC Task Force Program is to assist state, county and local law enforcement agencies in developing an effective response to technology-facilitated child sexual exploitation. This assistance encompasses digital forensic examinations, investigative techniques, specialized training, technical assistance, victim services, and prevention and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting ICAC cases; and

WHEREAS the ICAC Task Force Program is a national network of 61 coordinated task forces representing more than 3,500 federal, state, and local law enforcement and prosecutorial agencies with each task force having an agency designated by the OJJDP as the "Lead Agency" which is the agency awarded federal funding to assist with overseeing the taskforce and supporting affiliate agencies.

WHEREAS, Seattle Police Department (SPD) has been designated by OJJDP as the "Lead Agency" to oversee the multi-jurisdictional Washington State Internet Crimes Against Children Task Force (WA ICAC TF) intended to combat crimes related to the sexual exploitation, enticement and victimization of children through the internet, online communication systems, telecommunications technology and other computer technology. SPD will use a portion of the federal funding to support and enhance the skills and

knowledge of the affiliate agency's personnel through training, equipment, supplies, and technical support.

NOW THEREFORE, the parties hereto agree as follows:

This Interagency Agreement contains ten (10) Articles.

ARTICLE I TERM OF AGREEMENT & TERMINATION

This Interagency Agreement shall be effective upon date of signature and be in effect until such time as federal funding for the ICAC Task Force Program ends or the Interagency Agreement is canceled by either party upon 30 days' written notice.

The term of this Interagency Agreement shall be in effect until terminated pursuant to the provisions hereof. Either agency may cancel this agreement with (30) thirty days written notification to the other agency. Said notification must be provided from the appropriate authorized authority within that agency.

Upon receipt of the written notification the SPD will permanently remove the agency from Affiliate Agency status with the ICAC Program, which will also remove them from the National ICAC program. This removal will prohibit their attendance at trainings and/or conferences sponsored by the national program or other national taskforces.

ARTICLE II OPERATIONAL STANDARDS

Affiliate Agencies agree to adhere to the *ICAC Task Force Program Operational and Investigative Standards*, attached to and made part of this Agreement, as Attachment A. The undersigned law enforcement agency agrees to investigate ICAC cases within their jurisdiction and assist other jurisdictions to investigate these cases, as practical.

Affiliate Agencies agree to only use authorized personnel supervised by law enforcement per their department policies and guidance within Attachment A. Violation of the ICAC Standard Operating Procedures is considered a material breach of this agreement and cause for cancellation of the affiliate agency's affiliation with the Washington ICAC task force. Upon discovering a violation and notifying the Affiliate Agency, the SPD may cancel the contract and rescind any funding.

ARTICLE III JURISDICTION

The principal sites of WA ICAC TF activities will be in the respective jurisdictional area of each Affiliate Agency. Nothing in this agreement shall otherwise limit or enhance the jurisdiction and powers normally possessed by an Affiliate Agency's employee(s) as a member of the WA ICAC TF. Affiliate Agencies may on occasion be referred investigations that are outside of the physical boundaries of their respective municipalities due to specific needs, capabilities or expertise as identified by the WA ICAC TF Lead Agency. Affiliate Agencies agree to take these referrals and conduct appropriate investigations in conformance with the ICAC Operational Standards, investigative or operational training, and their agency policing policies.

ARTICLE IV EVIDENCE

Seized evidence and any other related forfeiture will be handled in a manner consistent with the seizing law enforcement agency's policies and national standards outlined in Attachment A.

ARTICLE V INSURANCE AND LIABILITY

Each Affiliate Agency shall maintain sufficient insurance coverage or a fully funded self-insurance program, approved by the State of Washington, for the protection and handling of the liabilities including injuries to persons and damage to property. Each Affiliate Agency agrees to maintain, at its own expense, insurance, or self-insurance coverage for all of its liability exposures for this Agreement and agrees to provide the City of Seattle with at least 30 days prior written notice of any material change in the Affiliate Agency's liability coverage. The parties are responsible and liable for the acts and omissions of their own officers, agents or employees in connection with the performance of their official duties under this Agreement.

ARTICLE VI CONFIDENTIALITY

The parties agree that any confidential information pertaining to investigations of WA ICAC TF will be held in the strictest confidence and will only be shared where necessary with participating WA ICAC TF members, or other law enforcement agencies, or as otherwise compelled by federal and/or state law.

ARTICLE VII COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

To the extent required by law, the Affiliate Agency shall comply with all applicable laws, standards, orders, rules, and regulations regarding equal employment which are applicable to the Affiliate Agency's performance of this Interagency Agreement, including Rules of Practice for Administrative Proceeding to Enforce Equal Opportunity under Executive Order No. 11246, title 41, subtitle B, Chapter 60, part 60-30.

ARTICLE VIII GOVERNING LAW AND VENUE

This Interagency Agreement is governed in all respects by applicable local, State, and Federal laws which shall supersede any provisions made in this Interagency Agreement to the contrary. Any provision effected will not negate the rest of the Interagency Agreement. If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement. The exclusive venue is in Seattle, King County, Washington.

ARTICLE IX AMENDMENTS

This Interagency Agreement can be amended or replaced in the event of new requirements under the national ICAC Task Force Program or as designated by law or other proper

lawful authority. No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

ARTICLE X AGREEMENT EXECUTION

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement electronically signed by each Member, for all purposes. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

WASHINGTON STATE
INTERNET CRIMES AGAINST CHILDREN
TASK FORCE

INTERAGENCY AGREEMENT

EXECUTED BY

The SEATTLE POLICE DEPARTMENT (SPD),
a department of the City of Seattle, hereinafter referred to as "SPD",
Department Authorization Representative:
Sue Rahr, Interim Chief of Police
PO Box 34986
Seattle WA 98124-4986

AND

The MARYSVILLE POLICE DEPARTMENT,
a department of the City of Marysville, hereinafter referred to as "MPD",
Department Authorized Representative:
Erik Scairpon, Chief of Police
501 Delta Ave,
Marysville, WA 98270

In Witness, Whereof, the parties have executed this Agreement by having their
representatives affix their signatures below.

MARYSVILLE POLICE DEPARTMENT

SEATTLE POLICE DEPARTMENT

Erik Scairpon, Chief of Police

Sue Rahr, Interim Chief of Police

Date:

Date:



Internet Crimes Against Children Task Force Program

OPERATIONAL AND INVESTIGATIVE STANDARDS

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Definitions of Terms

Applicability of Terms

Although some of the definitions below may be generally applicable to law enforcement, they are intended for use in the interpretation of these *Standards*. As such, where any term defined below is capitalized in these *Standards*, the *Standards* are referring to that term as defined below. By contrast, where any term defined below is not capitalized in these *Standards*, the *Standards* are referring to that term as it is used generally in the field of law enforcement. Additionally, the capitalized terms have been italicized to ease their recognition.

“**Affiliate**” or “**Affiliate Agency**” is an agency that is working with a *Lead Agency* as part of a regional or state ICAC *Task Force*. An *Affiliate* has agreed in writing to adhere to these *Standards*. For the purposes of the ICAC Program, federal and military law enforcement agencies are considered *Affiliates*.

“**Authorized Personnel**” are those who lack powers of arrest but have been authorized to participate in *Investigations* directed by law enforcement personnel (e.g., agency personnel, digital evidence experts, etc.).

“**Commander**” is the *Member* of a *Lead Agency* who has been designated by that *Lead Agency* and recognized by *OJJDP* as the leader of the corresponding *Task Force*.

“**CEOS**” is the Child Exploitation and Obscenity Section of the Criminal Division of the Department of Justice.

“**Contraband Image**” is a visual depiction of any kind (including computer generated) in any form (including live streaming) that depicts or conveys the impression that: (1) a minor or purported minor is engaged in *Sexually Explicit Activity*, or (2) an adult is engaging in *Sexually Explicit Activity* in the presence of a minor or purported minor.

“**CGI**” is a wholly computer-generated visual depiction in any form (including printed/digital or video).

“**Crime**” is any offense (or group thereof) *Investigated* by law enforcement that involves (or involve) the exploitation/victimization of children facilitated by technology.

“**CVIP**” is the Child Victim Identification Program operated by *NCMEC*.

“**CyberTipline**” is a reporting mechanism operated by *NCMEC* that allows for the reporting of suspected *Crimes*.

“**Deconfliction**” is a process whereby law enforcement can submit *Investigative* information to each other and/or to ICAC-related databases in order to determine whether other *Members* or other law enforcement agencies have information concerning the same targets or *Crimes*.

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“**DOJ**” is the United States Department of Justice.

“**Employee**” is a sworn or compensated individual, or any individual working under the direction and control of a law enforcement agency.

“**Equipment**” is any article, device or resource, including but not limited to computers, phones, online accounts and internet services, which are purchased or obtained for use in ICAC-related matters.

“**ICAC Program**” or “**Program**” is the Internet Crimes Against Children Task Force Program, a national program composed of state and regional *Task Forces* administered by *OJJDP*.

“**Investigation**” is an investigation into a *Crime*. Likewise, “*Investigate*” “*Investigating*” and “*Investigative*” are used within the same context.

“**Investigative Persona**” – any identity established or created by an *Employee* to aid an *Investigation*.

“**Investigator**” is a *Member* who is a part of the *Sworn Personnel* of a *Task Force*.

“**Lead**” or “**Lead Agency**” is the law enforcement agency that receives the ICAC grant and is designated by *OJJDP* to act as the *Lead Agency* for the corresponding *Task Force*.

“**Member**” is a *Lead* or *Affiliate Agency’s Employee* who is either *Sworn Personnel* or *Authorized Personnel* and who has been designated to work on ICAC-related matters for his/her respective agency and *Task Force*.

“**National Initiative**” is any proposal that relies on the cooperation and resources of a significant number of *Task Forces* and, accordingly, has been approved by *OJJDP*.

“**NCMEC**” is the National Center for Missing and Exploited Children.

“**OJJDP**” is the Office of Juvenile Justice and Delinquency Prevention within the *DOJ*.

“**Partner**” is a civilian or non-sworn organization that *OJJDP* has recognized as a legitimate source of assistance.

“**Sexually Explicit Activity**” is real or simulated:

1. Sexual intercourse of any kind;
2. Masturbation;
3. Sadistic/masochistic conduct; and/or,
4. Lascivious exhibition of the anus, breast, genitals, or pubic area of any person.

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“**Supervisor**” is a *Member* who has been designated by his/her respective agency to supervise *Investigations* and other ICAC-related matters.

“**Standards**” are all of the provisions of these, the ICAC Operational and Investigative Standards.

“**Sworn Personnel**” are *Members* with powers of arrest.

“**Task Force**” is the *Lead Agency* and their *Affiliate(s)* (combined) as designated by *OJJDP* for a particular state or region.

“**Vigilante**” – is a non-*Partner* activist or activist organization engaged in investigative tactics or other law enforcement-like activities.

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1. Purpose of the ICAC Standards

These *Standards* are established by *OJJDP* to guide the administration and operation of the *ICAC Program* and its *Members* when working on ICAC-related *Investigations* and matters.

Members should make every reasonable effort to comply with these *Standards*. However, since many aspects of *Investigations* are dynamic and because laws vary widely between jurisdictions, it is difficult to anticipate every circumstance that might present itself. Thus, reasonable deviations from these *Standards* may occur depending upon various factors (e.g., emergency situations; timing constraints; accessibility constraints; resource constraints; technology constraints; perceived conflicts between the *Standards* and statutes, decisional law, and court orders; et cetera).

Commanders may supplement, but not contradict, these *Standards* in the written agreements they establish with their *Affiliates* to promote the effective operation of their *Task Forces*. Should questions regarding the interpretation of these *Standards* arise or conflicts occur between these *Standards* and agency policies or law, the *Commander* faced with the issue shall seek the guidance of an *OJJDP* Program Manager. However, nothing in these *Standards* is meant to interfere with a *Commander's* or *Supervisor's* lawful tactical decision-making.

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2. ICAC National Program

2.1 Mission of the ICAC Program

The Internet Crimes Against Children (ICAC) Task Force Program helps state, local, and Tribal law enforcement agencies, and their federal and military partners, develop an effective response to technology-facilitated child sexual exploitation and internet crimes against children. This support encompasses forensic and *Investigative* components, training and technical assistance, victim services, *Members*’ wellness, prevention and community education.

2.2 ICAC Background

The Internet Crimes Against Children (ICAC) Task Force Program was developed in 1998 in response to the increasing number of children and teenagers using the internet and other technology, the proliferation of child sexual abuse images available electronically, and the heightened online activity by predators seeking unsupervised contact with potential underage victims.

The *ICAC Program* is a national network of 61 coordinated task forces representing more than 5,200¹ federal, state, and local law enforcement and prosecutorial agencies. These agencies are engaged in both proactive and reactive investigations, forensic examinations, and criminal prosecutions. By helping state and local agencies develop effective, sustainable responses to online child victimization – including responses to child sexual abuse images (*Contraband Images*), the *ICAC Program* has increased law enforcement’s capacity to combat technology-facilitated crimes against children at every level.

Because arrests alone cannot resolve the problem of technology-facilitated child sexual exploitation, the *ICAC Program* is also dedicated to training law enforcement personnel, prosecutors and other professionals working in the ICAC field, as well as educating parents, youth, and the community about the potential dangers of online activity including online child victimization. Additional information about the *ICAC Program* can be found on the *OJJDP* website: <https://ojjdp.ojp.gov/programs/internet-crimes-against-children-task-force-program>

¹ As of February 1, 2023.

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3. Oversight of the ICAC Program

- 3.1 The oversight of the *ICAC Program* and the administration of ICAC grants or cooperative agreements are the responsibility of *OJJDP*. The oversight of each *Task Force* falls to its *Commander*. The oversight of each agency, both *Lead* and *Affiliate*, falls to its designated *Supervisor*.
- 3.2 *Commanders* and *Supervisors* shall ensure there are supervisory systems and protocols in place that provide for observation, documentation, and review of ICAC activity. Said systems shall comply with the principles of quality case management and shall ensure that ICAC activities comply with agency policies and these *Standards*.
- 3.3 *Commanders* shall ensure that each *Member* in his/her *Lead Agency* and each *Supervisor* of an *Affiliate Agency* receives a copy of the *Standards*.
- 3.3.1 *Supervisors* shall ensure that each *Member* in his/her *Affiliate Agency* receives a copy of the *Standards* but shall have the discretion to provide *Members* with only the Sections of the *Standards* applicable to their job functions.
- 3.4 *Commanders* shall submit all proposed *National Initiatives* to *OJJDP* no less than 90 days prior to the start of the project.
- 3.4.1 *OJJDP* may suggest amendments to the original proposal following consultation with the presenting *Commander* and, as appropriate, other federal, state, and local entities.
- 3.5 *Supervisors* shall inform their *Members* about departmental employee assistance programs and *Task Force* resources available to them.

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4. Selection and Retention of Task Force Members

- 4.1 When practicable during the selection process of *Members*, *Commanders* and *Supervisors* shall evaluate prospective candidates for work histories that indicate prior *Investigative* experience, courtroom testimony skills, technical knowledge and ability, an ability to prudently handle sensitive information, a genuine interest in the protection of children, and an understanding of the effects that *Members* may experience when exposed to *Contraband Images*.
- 4.2 *Commanders* and *Supervisors* shall acknowledge the potential effects of *Investigations* of and exposure to *Contraband Images* and recognize that the viewing of *Contraband Images* should be restricted. The following techniques are examples that have helped mitigate some of the potential negative effects of this work and may aid with the retention of *Members*:
1. **Work flexibility** - *Commanders* and *Supervisors* are encouraged to allow flexibility for *Investigators* and others who are exposed to *Contraband Images* (e.g., frequent breaks, having an open-door policy, etc.).
 2. **Exposure to *Contraband Images*** - *Commanders* and *Supervisors* are encouraged to implement practices which minimize the exposure to *Contraband Images* by *Members*.
 3. **Mental Health Providers (MHP)** - In compliance with their agency guidelines, *Commanders* and *Supervisors* are encouraged to work with MHP to make recommendations for care of *Members* and to provide education and training designed to minimize the impact of exposure to *Contraband Images*.
 4. **Impact of *Contraband Images*** - *Commanders* and *Supervisors* are encouraged to share or pursue practices for minimization of the impact of *Contraband Images* and to promote attendance at trainings regarding methods used to minimize said impact.
- 4.3 *Commanders* and *Supervisors* shall recognize that ICAC *Investigations* typically focus on child sex offenders who have committed serious state or federal crimes and due to this life-changing event, the impact on these offenders can result in a violent response to authorities.²

² FBI's Investigation Behavioral Analysis Unit's *Operational Safety Considerations While Investigating Child Sex Offenders, A Handbook for Law Enforcement*, Volume 1, March 2012.

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5. Training

Ensuring that personnel are well-trained in conducting effective *Investigations* in a manner consistent with applicable laws is integral to the *ICAC Program*.

- 5.1 All national training curricula supported by *ICAC Program* resources shall be conducted consistent with the *Standards* and shall be approved by *OJJDP*.
- 5.2 *Commanders* shall ensure that nominees to attend any *ICAC Program*-sponsored national in-person training event are current *Members*.
- 5.3 *Commanders* may allow non-*Members* of *Affiliate Agencies* whose jobs further the mission of the *ICAC Program* (e.g., patrol and school resource officers) to attend *ICAC Program*-sponsored national online training.
- 5.4 Individual *Task Forces* may develop and deliver *Task Force* specific training. This training shall comply with the *Standards* and shall be approved by the *Commander*. All costs to develop and deliver the training shall be the responsibility of the *Task Force* or *Affiliate* providing the training.
- 5.5 *Commanders* may authorize *Member* attendance at non-*ICAC Program*-sponsored training, provided it complies with the *Standards* and supports the *ICAC* mission.

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6. Case and Evidence Management

- 6.1 *Commanders* and *Supervisors* are responsible for determining *Investigative* priorities and selecting cases for *Investigation* in their respective agencies. Those determinations may include an assessment of factors such as, e.g., jurisdiction, agency resources, victim risk, background knowledge, and the likelihood of securing the information necessary to pursue each *Investigation*.
- 6.2 Conventional boundaries often are meaningless in today's digital world where the usual constraints of time, place, and distance lose their relevance. These factors increase the possibility of *Lead* and/or *Affiliate Agencies* targeting other law enforcement personnel, *Investigating* the same target, or inadvertently disrupting an ongoing *Investigation*. To foster effective case coordination, collaboration, and communication, each *Member* shall make a reasonable effort to *Deconflict* active *Investigations*.
- 6.3 *Lead* and *Affiliate Agencies* shall be subject to their *Task Force*'s and respective agency's reporting procedures and case supervision systems.
- 6.4 The storage and examination of digital devices shall be performed consistent with the subject agency's protocol.
- 6.5 Law enforcement transfers and storage of evidence containing *Contraband Images* shall be done in a secure manner consistent with the respective *Task Force* and agency policies.
- 6.5.1 Absent a court order specifically ordering otherwise, evidence containing *Contraband Images* shall not be released to any defendant or representative thereof.
- 6.6 When case referrals are made, the *Member* issuing the referral shall document the recipient's contact information.
- 6.6.1 *Commanders* or their designees may refer cases to non-*Affiliate* law enforcement agencies with appropriate jurisdiction.
- 6.7 Case referrals typically include the following information:
1. An explanation for the referral (e.g., IP address resolved to the receiving jurisdiction, *Affiliate* has agreed to take the case, etc.);
 2. Relevant documentation (e.g., reports, legal process documents, etc.); and,
 3. Information that may aid in the continued *Investigation* of the matter.

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7. Task Force Reporting Requirements to OJJDP

- 7.1 The reports described below do not replace the semi-annual progress report required by the Office of Justice Programs' Financial Guide.
- 7.2 *Commanders* shall compile and submit a Task Force Monthly Performance Measures Report to the *OJJDP*-designated location before the end of the following calendar month.
 - 7.2.1 *Affiliates* shall report their activity to their respective *Commander* by the 10th of each month using the ICAC Monthly Performance Measures Report.
 - 7.2.2 *Affiliates* shall report to their respective *Commander* both any ICAC personnel changes involving *Members* within their respective agency and any inability to fulfill their ICAC responsibilities or otherwise adhere to these *Standards*.
- 7.3 *Commanders* shall compile and submit an annual report which details each of their *Affiliates*. This annual report shall be submitted within 30 days of the end of the calendar year. The report shall be submitted in a method determined by *OJJDP* and shall include the following information:
 - 7.3.1 The name of each *Affiliate Agency*.
 - 7.3.2 The staffing level of each *Affiliate Agency*, including the number of *Investigators*, prosecutors, education specialists, and forensic specialists dedicated to *Investigating* and prosecuting *Crime*.

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8. Investigations

- 8.1 *Members* shall conduct *Investigations* in a manner consistent with applicable laws and these *Standards*.
- 8.2 Only law enforcement personnel shall direct *Investigations*.
- 8.3 *Authorized Personnel* acting under the direction and supervision of *law enforcement* may participate in *Investigations*.
- 8.4 *Members* shall not collaborate with *Vigilantes*. Further *Members* shall not approve, condone, encourage, or promote *Vigilante's* activities.
- 8.4.1 The above Section (8.4) shall not preclude the use of information related to a *Crime* provided by civilians who discover evidence of *Crimes* (e.g., those who make CyberTip Reports, those who are mandated reporters, computer repair workers who report suspicious data, parents, etc.).
- 8.4.2 The above Section (8.4) shall not preclude the use of authorized over-hears or other similar *Investigative* methods designed to further an *Investigation*.
- 8.5 *Investigations* shall be documented. Any departures from this provision due to unusual or exigent circumstances shall be documented in the relevant case file and reviewed by the *Supervisor*.
- 8.5.1 The access, retention, storage, security, and disposal of *Investigative* or case information shall be consistent with the subject agency's policies and federal and state law regarding same. See also Section 6 on Case and Evidence Management.
- 8.6 As part of an active *Investigation*, *Members* shall not upload, transmit, or forward any *Contraband Images* to those outside their respective agency (e.g., suspects, witnesses, ESPs, etc.), except where otherwise permitted by law (e.g., to sworn personnel, to NCMEC employees, etc.).
- 8.7 During active *Investigations*, *Members* may use visual depictions as a representation of any *Investigative Persona*/person/purported person or as proof-of-life evidence under two circumstances, only:

First, when the following factors are met:

1. The visual depiction (whether or not modified to suit *Investigative* needs by, e.g., age regression) is of an actual person;
2. That person is an *Employee*;

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3. The *Employee* has given his or her written consent for the visual depiction to be used;
4. Regardless of whether or not the *Employee* was a minor when the visual depiction was taken, the *Employee* nevertheless was at least 18 years old when the *Employee* gave consent for such use; and,
5. The visual depiction does not depict or convey the impression of *Sexually Explicit Activity*.

Second, when the visual depiction is *CGI* and does not depict or convey the impression of *Sexually Explicit Activity*.

- 8.8 Notwithstanding these *Standards*, a federal or federally-approved *Member* (e.g., a FBI/HSI agent, or a FBI/HSI Task Force Officer) may use a visual depiction that does not meet the requirements of Section 8.7 if those visual depictions were authorized for use by the FBI or HSI per that respective federal agency's guidelines so long as those guidelines are followed.
- 8.9 Absent prosecutorial input to the contrary, during online *Investigations*, *Investigators* shall allow the *Investigative* target to set the tone, pace, and subject matter of the online conversation.
 - 8.9.1 Section 8.9 shall not be construed to prohibit *Investigators* from performing any of the following activities when initiating or conducting an *Investigation*: (a) posting information including visual depictions (image or video/printed or digital) to establish an online presence; (b) placing or posting advertisements; or, (c) sending messages.
 - 8.9.2 *Members* shall familiarize themselves with relevant state and federal law, including but not limited to those regarding the defense of entrapment, and shall confer with prosecutors, as needed.
 - 8.9.3 Prior to conducting any large-scale (multi-target) operations, *Members* shall notify the *Commander* and shall consult relevant prosecutors about the operation.

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9. Work Environment and Equipment

- 9.1 *Investigations* shall be conducted in an approved work environment, using approved *Equipment*, as designated by a *Commander* or *Supervisor*.
- 9.2 *Commanders* and *Supervisors* are encouraged to provide a work environment that provides for discreet and sensitive *Investigations* while simultaneously minimizing chances of inadvertent or unnecessary exposure to *Contraband Images*.
- 9.3 *Members* shall have priority in using *Equipment*, but *Commanders* may, nonetheless, allow other personnel within *Lead* and *Affiliate Agencies* to use the *Equipment*, provided said *Equipment* is used in accordance with the subject agency's policies.
- 9.4 When practicable, *Equipment* which may be used in undercover aspects of an *Investigation* shall be purchased covertly.
- 9.5 No personally-owned equipment, accounts or networks shall be used in *Investigations*.
- 9.6 Software shall be properly acquired and licensed.

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10. Victim Identification

- 10.1 Identifying child victims of *Crime* is a critical element of the *ICAC Program*. *DOJ* and *OJJDP* require the *Lead* and *Affiliate Agencies* to submit *Contraband Images* to *CVIP* as a means to improve child victim identification. *Contraband Images* shall be sent to *CVIP* pursuant to *NCMEC*'s standards regarding same. In addition, *Lead* and *Affiliate Agencies* are encouraged to collaborate with *NCMEC* in their effort to identify children depicted in *Contraband Images*.
- 10.1.1 Notwithstanding Section 10.1, some circumstances may arise (e.g., office policy, victim privacy concerns, victims' rights laws, etc.) where a *Commander* or *Supervisor* chooses not to send certain *Contraband Images* to *CVIP*. In these instances, the subject *Commander* or *Supervisor* shall document his/her reasons for doing so.
- 10.2 Absent exigent circumstances, victim-identifying information shall be protected from public disclosure pursuant to the protections set forth in federal and state law.
- 10.3 *Lead* and *Affiliate Agencies* shall adhere to local, state, and federal laws, as well as their agency's policies regarding mandated reporting, victim notification, and victim assistance.

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11. Public Awareness and Community Outreach

- 11.1 Public awareness activities and community outreach are a critical component of the *ICAC Program*. *Lead* and *Affiliate Agencies* shall foster awareness and shall provide practical relevant guidance to children, parents, educators, and others concerned with child safety.
- 11.2 Social media can be used to promote educational awareness as long as it is consistent with all agency policy and these *Standards*.
- 11.3 Presentations to school personnel, parents, and community groups are excellent ways to promote awareness. These presentations shall not include any visual depiction of a victim unless the victim has consented to its use and the victim is currently at least 18 years of age. No *Contraband Image* shall be used in these presentations, nor shall a presenter discuss confidential *Investigative* tools and techniques.
- 11.4 No individual affiliated with *ICAC Program* may speak on behalf of the national *ICAC Program* without the express written consent of *OJJDP*. While making public presentations, *Members* may indicate a preference for a product or service, but, when done, shall avoid an implicit endorsement and shall include alternatives in the presentation.
- 11.5 Materials and presentations shall be consistent with the *ICAC Program's* mission and background, as enumerated in these *Standards*.

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12. Media Relations and Media Releases

- 12.1 Media releases relating to prosecutions, *Crime* alerts, or other matters concerning ICAC operations shall not include information regarding *Investigative* techniques, and shall be coordinated, when applicable, with the law enforcement agencies involved with the subject *Investigations*, in a manner consistent with sound information management and sound media relations practices.
- 12.2 *Commanders* and *Supervisors* may speak to members of the media about their own agency's ICAC-related activities per the terms of their agency's policy on such media relations. No individual affiliated with *ICAC Program* may speak on behalf of the national *ICAC Program* without the express written consent of *OJJDP*.
- 12.3 *Commanders* shall inform their respective *OJJDP* Program Manager if approached by national media outlets about the *ICAC Program* (as opposed to media seeking information from a particular *Task Force* about its local activities) so that a coordinated national response can be prepared by *OJJDP*.
- 12.4 Information provided by *Task Forces* to the media shall be consistent with the *ICAC Program's* mission and background, as described in these *Standards*.

End of ICAC Standards



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 23, 2024

SUBMITTED BY: Court Administrator Suzanne Elsner, Court

ITEM TYPE: Interlocal Agreement

AGENDA SECTION: New Business

SUBJECT: Interagency Agreement between Washington State Administrative Office of the Courts and Marysville Municipal Court for the Language Access and Interpreter Reimbursement Program (LAIRP)

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Interagency Agreement between Washington State Administrative Office of the Courts and Marysville Municipal Court for reimbursement of qualified interpreter services.

SUMMARY: Administrative Office of the Courts (AOC) provides 50% reimbursement to the court for qualified interpreter and translation services

ATTACHMENTS:

[IAA25482-Marysville-LAIRP-FY25.pdf](#)

INTERAGENCY AGREEMENT IAA25482
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
MARYSVILLE MUNICIPAL COURT
FOR THE LANGUAGE ACCESS AND INTERPRETER REIMBURSEMENT PROGRAM (LAIRP)

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Marysville Municipal Court (Court), for the purpose of distributing funds for court interpreter and language access service expenses to the Court. AOC and Court will be referred to individually as the “party” and collectively as the “parties”.

I. DEFINITIONS

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

- A. “Certified Interpreter” means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (2) 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. “Registered Interpreter” means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/.
- C. “Qualified Interpreter” means a spoken language interpreter as defined in RCW 2.43.020 (5), or sign language interpreter as defined in RCW 2.42.110 (2).
- 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.

II. 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:
 - 1. Financial Need – i.e., the gap between the court's available financial resources and the costs to meet its need for certified, registered, and qualified interpreters, and the implementation of the Court's language access plan; and
 - 2. Need for Court Interpreters – i.e., the public's right to access the court, and the court's responsibility to provide court certified, registered, and qualified interpreters as required by RCW Chapters 2.42 and 2.43.
 - 3. 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.

III. DESCRIPTION OF SERVICES TO BE PROVIDED

- A. The Court will ensure that the interpreter funding is used only for language access purposes and for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to **Exhibit A**, which is incorporated herein by reference.
- B. The Court agrees to 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. The Court agrees to 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. The Court agrees to work with the AOC Interpreter Program, 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. The Court agrees to 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 Interpreter Program.
- F. The Court may elect to pay for interpreter services that are not in accordance with the provisions of **Exhibit 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. The Court is required to have a Language Assistance Plan (LAP) in place to participate in this program.
 1. The Court must submit the most recent version of their LAP to the AOC Project Manager by **October 31, 2024**, at LAP@courts.wa.gov.
 2. The Court must complete the LAP survey conducted by the AOC, which assesses LAP compliance and needs for WA State trial courts, by **October 31, 2024**. The link to the survey can be found here: [Language-Access-Plan-Survey](#)
 3. The Court agrees to work with the AOC LAP Coordinator to update and revise the LAP for final approval by the AOC.
 4. The Court certifies that they will exercise reasonable due diligence in maintaining and updating their LAP as require by law.

IV. PERIOD OF PERFORMANCE

The beginning date of performance under this Agreement is **July 1, 2024**, regardless of the date of execution and which shall end on **June 30, 2025**.

V. COMPENSATION

- A. The Court shall be reimbursed a maximum of **\$15,849** for interpreter and language access services costs incurred during the period of July 1, 2024 to June 30, 2025. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2025.

- B. The Court shall receive payment for its costs for interpreter and language access services as set forth in **Exhibit A**, and incorporated herein.
- C. The Court shall not be reimbursed for interpreter services costs for Qualifying Events or other goods and services set forth in **Exhibit A** until properly-completed A-19 invoices, corresponding data (*See subsection III.B.*), and the AOC approved LAP (*See subsection III.G.*), are received and approved by AOC, pursuant to the following schedule:
 - 1. Reflecting Qualifying and non-qualifying Events, and any goods or services purchased, occurring between July 1, 2024 and September 30, 2024, must be received by the AOC no later than December 31, 2024.
 - 2. Reflecting Qualifying and non-qualifying Events, and any goods or services, purchased occurring between October 1, 2024 and December 31, 2024, must be received by the AOC no later than February 28, 2025.
 - 3. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between January 1, 2025 and March 31, 2025, must be received by the AOC no later than May 31, 2025.
 - 4. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between April 1, 2025 and June 30, 2025, must be received by the AOC no later than July 15, 2025.
- 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. The Court shall submit its A-19 invoices quarterly through the web application.
The Data shall be submitted electronically to the AOC as described in Section III.B., above, and in conjunction with the quarterly invoice.
- F. 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.
- G. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- H. Payment to the 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.
- I. The Court shall maintain sufficient backup documentation of expenses under this Agreement.

VI. REVENUE SHARING

- A. The AOC, in its sole discretion, may initiate revenue sharing. The AOC will notify the Court no later than May 1, 2025 that the AOC intends to reallocate funding among courts in the program. If the AOC determines the Court may not spend all monies available under the Agreement, then the AOC may reduce the Agreement amount. If the AOC determines the Court may spend more monies than available under the Agreement and for its scope, then the AOC may increase the Agreement amount.
- B. If the AOC initiates revenue sharing, the Court will receive a Notification Letter with the revised budget. The Notification Letter is deemed final and the Court shall not receive

any payment exceeding the revised contract limit.

VII. TREATMENT OF ASSETS AND PROPERTY

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

VIII. 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 196 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 video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of “works for hire,” the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

IX. 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.

X. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

XI. RECORDS, DOCUMENTS, AND REPORTS

The Court 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 Agreement. 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 Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

XII. RIGHT OF INSPECTION

The Court 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 or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

XIII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIV. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. 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.

XV. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XVI. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, 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.

XVII. 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.

XVIII. 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.

XIX.AGREEMENT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
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

XX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Washington State Administrative Office of the Courts		Court	
<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
Dawn Marie Rubio		Suzanne Elsner	
<i>Name</i>		<i>Name</i>	
State Court Administrator			
<i>Title</i>		<i>Title</i>	

EXHIBIT 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 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 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 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/odhapps/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 certified, registered, 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 certified or registered staff interpreters.

d) **Contracted Interpreters**

The cost of certified, registered, or otherwise qualified contract interpreters who are paid other than on an hourly basis, for example, on a half-day or flat rate basis, will be reimbursed at 50%.

e) **Remote Interpreting**

AOC will reimburse the Court for 50% of the cost of using certified, registered, 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.