



**CITY COUNCIL REGULAR MEETING
MONDAY, OCTOBER 13, 2025 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

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

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

- A. Swearing-in of Custody Officer Sierra Simpson
[Oath Custody Officer Simpson.docx](#)
- B. Proclamation Declaring Oct. 28, 2025, as National First Responders Day in Marysville
[National First Responders Day 2025.pdf](#)

Public Comment

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

- 1. September 22, 2025, City Council Meeting Minutes
[CC 09222025.docx](#)

Consent

- 2. September 17, 2025, Claims in the Amount of \$2,062,701.49 paid by EFT

Transaction Check Numbers 180114 through 180120 and Check Numbers 180121 through 180241 with Check Number 179927 Voided
[091725.rtf](#)

3. September 24, 2025, Claims in the Amount of \$1,707,921.40 paid by EFT Transaction Check Numbers 180242 through 180243 and Check Numbers 180244 through 108385 with Check Number 180216 Voided
[092425.rtf](#)
4. September 25, 2025, Payroll in the Amount of \$2,578,515.37 Paid by EFT Transaction Check Numbers 148353 through 148744 and Check Numbers 35874 through 35889
5. October 01, 2025, Misc Payroll in the Amount of \$0 Paid by Check Number 35890 with Check Number 35315 Voided.
6. October 1, 2025, Claims in the Amount of \$1,012,993.93 paid by EFT Transaction Check Numbers 180386 through 180389 and Check Numbers 180390 through 180520 with Check Numbers 179664, 179954, and 179975 Voided
[100125.rtf](#)

Review Bids

Public Hearings

New Business

7. Local Agency Agreement Supplement No. 1 and Project Prospectus with WSDOT for the Citywide Pedestrian Safety Improvement project.
Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement Supplement No. 1 and Local Agency Federal Aid Project Prospectus with WSDOT for the Citywide Pedestrian Safety Improvement Project.
[Citywide Pedestrian Safety Improvements Supplement1.pdf](#)
[Original Contract for Reference.pdf](#)
8. FY 25-26 Simple Possession Advocacy and Representation (SPAR) Grant
Recommended Motion: I move to authorize the Mayor to sign and execute the SPAR funding agreement with the Washington State Office of Public Defense.
[Marysville, City of - SPAR Funding Agreement - GRT26021_encrypted_.pdf](#)
9. MOU with LINC NW for Motel Voucher Program
Recommended Motion: I move to authorize the Mayor to sign and execute the MOU with LINC NW for the Motel Voucher Program.
[LINKNW HotelMotel MOU.pdf](#)
10. Interlocal Agreement Between The Washington Traffic Safety Commission and The Marysville Police Department
Recommended Motion: I move to authorize the Mayor to sign and execute the agreement with the Washington Traffic Safety Commission.
[WALKER ROLLER PARTNER INTERAGENCY AGREEMENT FFY26.pdf](#)

11. Interlocal Agreement Between the Washington Traffic Safety Commission and the Marysville Police Department
Recommended Motion: I move to authorize the Mayor to sign and execute the Interlocal Agreement between the Washington Traffic Safety Commission and the Marysville Police Department.
[HVE IAA Agreement_2025.pdf](#)
12. Data Sharing Agreement Between the Washington State Patrol and the Marysville Police Department
Recommended Motion: I move to authorize the Mayor to sign and execute the agreement with the Washington State Patrol.
[TraCS _DSA_Marysville_PD_100625.pdf](#)

Legal

Mayor's Business

13. Re-Appointment of Ryan Brown, Rachel Ralson, and Ivonne Sepulveda to the Hotel/Motel Tourism Grant Committee
[Hotel-Motel Tourism Grant Reappointments.pdf](#)
14. Appointments of Daniel Lucier, John Ray, and Otto Young; and Re-Appointments of Mark James and Tom King to the CDBG Advisory Board
[CDBG Appointments & Reappointments.pdf](#)

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: October 13, 2025

SUBMITTED BY: Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: **Presentations**

SUBJECT: Swearing-in of Custody Officer Sierra Simpson

SUGGESTED ACTION:

SUMMARY: Custody Officer Sierra Simpson has graduated from the Corrections Academy, and we would like Mayor Nehring to swear her in.

ATTACHMENTS:
[Oath Custody Officer Simpson.docx](#)



**MARYSVILLE POLICE
DEPARTMENT**
Erik Sclairpon, Chief of Police



OATH OF OFFICE
MARYSVILLE POLICE DEPARTMENT
MARYSVILLE, WASHINGTON

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

SIGNED THIS 13TH DAY OF OCTOBER, 2025

**SIERRA SIMPSON
CUSTODY OFFICER**

**ERIK SCAIRPON
CHIEF OF POLICE**

**JON NEHRING
MAYOR**

**TINA BROCK
CITY CLERK**



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 13, 2025

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Declaring Oct. 28, 2025, as National First Responders Day in Marysville

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[National First Responders Day 2025.pdf](#)



PROCLAMATION

Declaring Oct. 28, 2025, as National First Responders Day in Marysville

WHEREAS, in 2017 the U.S. Congress designated Oct. 28 as National First Responders Day to honor and recognize the heroic acts of the brave men and women who are first on the scene in stressful situations; and

WHEREAS, firefighters, police officers, paramedics, Emergency Medical Technicians, public works professionals and other emergency personnel put other lives ahead of their own when they report to work in some of the most dangerous careers; and

WHEREAS, Marysville Fire District personnel responded to more than 15,000 emergency calls in 2024, and because 72% of calls are medically related, every Marysville firefighter is trained as a paramedic or EMT; and

WHEREAS, in 2024 Marysville Police responded to nearly 37,000 calls to 911 for emergencies including crimes in progress and immediate threats to life or property; and

WHEREAS, from clearing snow-covered roads to repairing water main breaks, managing storm response and restoring vital infrastructure, on-call crews for public works functions are essential to community safety and recovery; and

WHEREAS, we are eternally grateful for our city's first responders who risk it all as they dedicate themselves to serve and protect our community.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim Oct. 28, 2025, as

NATIONAL FIRST RESPONDERS DAY

in the City of Marysville and hereby encourage residents to express their appreciation for the hard work, dedication and crucial role of our local first responders.

Under my hand and seal this thirteenth day of October, 2025.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 13, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: September 22, 2025, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 09222025.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Regular Meeting
Minutes
September 22, 2025**

Call to Order

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

Invocation

Marc Jenks, City of Marysville Police and Fire Chaplain, gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: City Administrator Jennifer Stapleton, City Attorney Jon Walker, Communications Manager Connie Mennie, Chief Erik Scairpon, Engineering Services Director Jeff Laycock, Deputy City Attorney Burton Eggertsen, Parks & Rec Director Tara Mizell, IT Director Stephen Doherty, Systems and Database Analyst Will Kaiser, Interim Community Development Director Jeff Wilson, Courts Administrator Suzanne Elsner, Assistant Director Dave Hall, City Clerk Tina Brock, Project Manager Nick Loutsis, Maintenance Services and Solid Waste Manager Skip Knutsen, Project Engineer Valerie Cross, Emergency Preparedness Manager Sarah Lavelle, Emergency Preparedness Specialist Kassidy Aldrich, Judge Towers (online), IT Services Supervisor Jeremiah Nyman (via Zoom), Scott Allen (via Zoom)

Approval of the Agenda

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

AYES: ALL

Presentations

A. Swearing-in of Corporal Matt Mishler

Oath Police Corporal Matt Mishler.docx

Chief Scairpon introduced Police Corporal Matt Mishler who was sworn in by Mayor Nehring.

B. Swearing-in of Police Officer Dan Kim

Chief Scairpon introduced Police Officer Dan Kim who was sworn in by Mayor Nehring.

Dan Kim Oath.docx

C. Mayor's Outstanding Volunteer Award

Outstanding Volunteer Certificate_APersyn_2025SEP22.pdf

Outstanding Volunteer Certificate_GSparks_2025SEP22.pdf

Outstanding_Volunteer_Nomination_Radio_Volunteers_2025SEP.pdf

Allen Persyn and Gordon Sparks received Mayor's Outstanding Volunteer Awards as emergency communications volunteers. Mr. Persyn and Mr. Sparks recognized the entire emergency management team for their enthusiasm and commitment.

D. Proclamation Declaring October 2025 as Domestic Violence Awareness Month in Marysville,

PROCLAMATION Domestic Violence Awareness Month 2025.pdf

Mayor Nehring read the proclamation into the record.

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

Code Enforcement Appreciation Week 2025.pdf

Mayor Nehring read the proclamation into the record.

Public Comment

None

Approval of Minutes

1. September 2, 2025, City Council Meeting Minutes

CC 09022025.docx

Motion to approve the September 2, 2025, City Council Meeting Minutes moved by Councilmember King seconded by Councilmember James.

AYES: ALL

2. September 8, 2025, City Council Meeting Minutes

CC 09082025.docx

Motion to approve the September 8, 2025, City Council Meeting Minutes moved by Council President Stevens seconded by Councilmember Richards.

AYES: ALL

Consent

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

090325.rtf

4. September 10, 2025, Payroll in the Amount of \$2,031,731.78 Paid by EFT Transactions and Check Numbers 35861 through 35873
5. September 10, 2025, Claims in the Amount of \$1,724,192.74 paid by EFT Transaction Check Numbers 179935 through 179937 and Check Numbers 179938 through 180113 with Check Numbers 178901 and 179674 Voided

091025.rtf

Motion to approve Consent Agenda items 3, 4, and 5 moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

Review Bids

6. Contract Award – Norton Corrosion Limited for the Reservoir Cathodic Protection Project

[W2303_Draft_Contract_Norton_revised.pdf](#)

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

Director Laycock made a presentation regarding the Reservoir Cathodic Protection Project which includes installation of cathodes and anodes in each reservoir with a rectifier to impress an electrical current. He reviewed bids, the apparent low bidder, and anticipated project schedule.

Councilmember Muller pointed out these are not new tanks. Director Laycock agreed and noted there was analysis done showing that it was a good time to do this. Councilmember Muller asked about maintenance. Director Laycock reviewed this. Councilmember King asked about the life expectancy. Director Laycock noted it was 10-15 years. Councilmember Condyles asked about the difference in price between Stillaguamish and Sunnyside. Director Laycock was not sure but noted that Sunnyside was larger.

Motion to authorize the Mayor to sign and execute the Reservoir Cathodic Protection Project contract with Norton Corrosion Limited, LLC in the amount of \$118,842.31 and approve a management reserve of \$11,884.23 for a total allocation of \$130,726.54 moved by Councilmember Norton seconded by Councilmember Muller.

AYES: ALL

Public Hearings

New Business

7. Strategies 360 Contract 2025-26

[Strategies 360 Ratification PSA.docx](#)

Mayor Nehring reviewed this item. He noted that there are two new representatives who will be taking Stephanie Wright's place.

Grifynn Clay, Director of Government Relations, Strategies 360, introduced himself and noted he and Michael Snodgrass would be working together with the City.

Councilmember Condyles asked about the language related to priorities. City Administrator Jennifer Stapleton explained the language had been carried over from previous years and allows flexibility.

Motion to authorize the Mayor to sign and execute the agreement with Strategies 360, Inc. moved by Council President Stevens seconded by Councilmember King.

AYES: ALL

8. [Professional Services Agreement with David Evans and Associates, Inc. for the Ingraham Boulevard / 84th Street NE Pavement Preservation Project](#)

[David_Evans___Associates_-_Executed_by_Contractor.pdf](#)

Director Laycock reviewed this item and responded to a clarification question about the scope of the project.

Motion to authorize the Mayor to sign and execute the Professional Services Agreement with David Evans and Associates, Inc., in the amount of \$462,576, for engineering design related to the Ingraham Boulevard / 84th Street NE Pavement Preservation Project moved by Council President Stevens seconded by Councilmember Condyles.

AYES: ALL

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

[33342_Supp_3_Partially_executed_Date_Ext_Sept_2025.pdf](#)

Director Laycock reviewed this item.

Motion to authorize the Mayor to sign and execute Supplemental Agreement No. 3 with Otak, Inc., to provide a no-cost time extension to December 31, 2025 for delivery of consultant services on the 156th Street NE, Smokey Point Boulevard to Hayho Creek Improvement Project moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

10. [AXON Contract](#)

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

Asst. Chief Lawless reviewed the current AXON contract renewal for body cameras, TASERS, and Evidence.com and discussed negotiations for a new contract from 2026-2030. Questions and answers followed regarding the brand, public records requests, phasing in of new equipment.

Motion to authorize the Mayor to sign and execute the agreement with Axon moved by Councilmember King seconded by Councilmember Condyles.

AYES: ALL

11. [Interagency Agreement AOC2684 Between the Washington State Administrative Office of the Court and Marysville Municipal Court for Reimbursement of Pre-Trial Service-related costs](#)

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

Court Administrator Elsner reviewed the agreement between the Washington State Administrative Office of the Court and Marysville Municipal Court for reimbursement of Pre-trial service-related costs.

Motion to ratify the Mayor's execution of the Interagency Agreement between the Washington State Administrative Office of the Courts and the Marysville Municipal Court for reimbursement of funds for pre-trial services moved by Councilmember Condyles seconded by Councilmember Richards.

AYES: ALL

12. [Interagency Agreement between Washington State Administrative Office of the Court, AOC2780, and Marysville Municipal Court for Language Access and Interpreter Reimbursement Program.](#)

[LAIRP 20 26.pdf](#)

Court Administrator Elsner reviewed the agreement between Washington State Administrative Office of the Court, AOC2780, and Marysville Municipal Court for the Language Access and Interpreter Reimbursement Program.

Motion to authorize the Mayor to sign and execute the Agreement between the Administrative Office of the Courts and Marysville Municipal Court for Language Access and Interpreter Reimbursement moved by Councilmember Norton seconded by Councilmember James.

AYES: ALL

13. [Solid Waste Management Local Solid Waste Financial Assistance Agreement](#)

[AgreementReadyForSignature_SWMLSWFA-2025-MaryPW-00241.pdf](#)

Skip Knutsen reviewed this grant-related item which will provide 75% reimbursement of eligible cleanup costs.

Motion to authorize the Mayor to sign and execute the Solid Waste Management Local Solid Waste Financial Assistance Agreement with the Department of Ecology moved by Council President Stevens seconded by Councilmember Richards.

AYES: ALL

14. [Professional Services Agreement with Commonstreet Consulting for Right-of-Way Services for the Ebey Waterfront Trail Phase IV-B project.](#)

[Proposed Contract.pdf](#)

Director Laycock reviewed the Ebey Waterfront Trail - Phase IV-B project and the need for a consultant for right-of-way acquisition services. Councilmember Richards expressed concern about the high consultant cost. Director Laycock agreed and explained it is typical. Councilmember James asked about having a guard rail. Director Laycock indicated they would look into available treatments. Questions and answers followed about the trail location, parking, and pathways.

Motion to authorize the Mayor to sign and execute the Professional Services Agreement with Commonstreet Consulting to provide Right-of-Way services for the Ebey Waterfront Trail Phase IV-B project in the amount of \$208,293.35 moved by Councilmember James seconded by Councilmember Norton.

AYES: ALL

15. [Master Services Agreement with Jatheon Technologies, Inc. for an All-In-One Archiving Platform and Compliance Solution](#)

[Jatheon Master Service Agreement.pdf](#)

City Clerk Tina Brock presented this item related to an all-in-one archiving platform for email, text messaging, social media, and Microsoft teams which will greatly improve response time for public records requests. Questions and answers followed.

Motion to authorize the Mayor to sign and execute the Master Service Agreement for Jatheon Technologies, Inc. for all-in-one archiving platform and compliance solution in the amount of \$109,755.36 moved by Council President Stevens seconded by Councilmember Richards.

AYES: ALL

16. [Strawberry Fields Turf Field Project](#)

[2025 Strawberry Fields Turf Presentation_9-116-2025.pptx](#)

Asst. Parks Director Dave Hall and Project Engineer Nick Loutsis made the presentation regarding the Strawberry Fields Turf Project - Field 3. They reviewed renderings of the project, projected costs, funding, expected schedule, and Strawberry Fields rentals.

Questions and answers followed regarding master planning, parking, capacity, existing turf condition, maintenance, RDI funds, potential hotel/motel tax funds, and restrooms. Councilmember Condyles expressed concern about spending so much out of the RDI fund on one project. He is hopeful that some of the impact fees may replenish it as discussed by City Administrator Stapleton.

17. [A Resolution Accepting a Donation of Fifty Thousand Dollars from Amazon](#)

[Resolution for Gift - Amazon.doc](#)

Motion to adopt Resolution No. 2570 moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

18. [A Resolution Accepting a Donation of Fifty Thousand Dollars from the Pilchuck Soccer Alliance](#)

[Resolution for Gift - Pilchuck Soccer Alliance.doc](#)

Motion to adopt Resolution No. 2571 moved by Councilmember Condyles seconded by Councilmember Norton.

AYES: ALL

19. [An Ordinance Amending MMC 5.02.040 by Increasing the Business License Exemption Threshold](#)

[Ordinance - Threshold Exemption Increase 9.18.2025.docx](#)

Deputy City Attorney reviewed this item.

Motion to adopt Ordinance No. 3362 moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

20. [An Ordinance Amending the 2025-26 Biennial Budget and Providing for the Increase/Decrease of Certain Expenditure Items as Budgeted for in Ordinance 3325](#)

[2025 Q3 Budget Memo.docx](#)

[091925 Budget Ordinance.pdf](#)

City Administrator Stapleton reviewed the 2025-26 Biennial Budget amendments. Clarification questions and answers followed.

Motion to adopt Ordinance No. 3363 moved by Councilmember Norton seconded by Councilmember Condyles.

AYES: ALL

[Legal](#)

[Mayor's Business](#)

Mayor Nehring had the following comments:

- The Boys and Girls Club event last Monday was very nice.
- The Coffee Klatch tonight was a great event.
- He toured the fuchsia garden at Jennings Park and was very impressed.

- Thanks to everyone for the 9-11 Remembrance Ceremony.
- Thanks to everyone involved in Touch-a-Truck on Saturday.
- MAP (Mental Health Alternatives Program) graduation at courts was inspiring.
- AWC Board Retreat passed a legislative agenda.

Staff Business

Chief Scairpon thanked the Council and Mayor for passing the AXON contract tonight and the budget amendment for the evidence facility. He gave a hiring update. He announced he has been with the City for five years.

Call on Councilmembers and Committee Reports

Councilmember Condyles reported on last week's Finance Committee meeting.

Councilmember James:

- The MAP graduation was inspiring.
- The Boys and Girls Club is a great example of public private cooperation.

Councilmember King:

- Congratulations to volunteers who were recognized tonight and to the police swearing ins.
- Touch a Truck was great
- MAP graduation was a great event.
- He reported on the recent Parks Board meeting where they had an update on Mother Nature's Window and the golf irrigation program.
- He commended the Mayor on his communication at Coffee Klatch.

Council President Stevens:

- He enjoyed watching the Coffee Klatch online.
- He appreciates the time that staff puts into the reports.

Councilmember Richards noted that the Boys and Girls Club event was very impressive and honored three individuals that are no longer with us.

Councilmember Muller:

- Congratulations to the new hires.
- He asked about the swearing in ceremony for the new lawyer on Wednesday. Deputy Director Eggertsen noted it would be in Courtroom 2 at 10 a.m.

Councilmember Norton:

- She reported on last week's Public Safety Committee meeting.
- She also enjoyed watching the Coffee Klatch online.
- Congratulations to the volunteers.
- She is excited about the new hires and promotions in the police department.

Adjournment

Motion to adjourn at 9:18 p.m. moved by Councilmember Richards seconded by Councilmember Norton.

AYES: ALL

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 13, 2025

SUBMITTED BY: Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: September 17, 2025, Claims in the Amount of \$2,062,701.49 paid by EFT Transaction Check Numbers 180114 through 180120 and Check Numbers 180121 through 180241 with Check Number 179927 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[091725.rtf](#)

DATE: 9/18/2025
TIME: 7:16:21AM

CITY OF MARYSVILLE
INVOICE LIST

PAGE: 1

FOR INVOICES FROM 9/17/2025 TO 9/17/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
180114	ACH PREMIERA BLUE CROSS	CLAIMS PAID 9/1 TO 9/6/25	MEDICAL CLAIMS	94,836.01
180115	ACH STATE AUDITORS' OFFICE	AUDIT PERIOD 2024	NON-DEPARTMENTAL	5,876.97
	ACH STATE AUDITORS' OFFICE		UTIL ADMIN	5,876.98
180116	ACH COMMONSTREET	88TH ST NE CORRIDOR IMPROVEMENT	GMA - STREET	106.66
180117	ACH FIRST AMERICAN TITLE		GMA - STREET	319.50
	ACH FIRST AMERICAN TITLE		GMA - STREET	20,450.00
180118	ACH FIRST AMERICAN TITLE	88TH ST NE CORRIDOR IMPROVEMENTS	GMA - STREET	321.50
	ACH FIRST AMERICAN TITLE		GMA - STREET	850.00
180119	ACH FIRST AMERICAN TITLE	4221-4244031 STANG FILE	GMA - STREET	13,960.68
180120	ACH FIRST AMERICAN TITLE	CLOSING FUNDS WISHING WELL	GMA - STREET	177,391.98
180121	A & A LANGUAGE SERV	TRANSLATION SERVICE	COURTS	75.00
	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
180122	ALEXANDER PRINTING	TRANSACTION PADS	MUNICIPAL COURTS	95.74
	ALEXANDER PRINTING	PRINT SERVICE	POLICE PATROL	207.99
180123	ALS LABORATORY	LAB ANALYSIS	WATER QUAL TREATMENT	1,210.00
180124	AM TEST INC	LAB TESTING	WASTE WATER TREATMENT	35.00
180125	AMERICAN CLEANERS	DRY CLEANING	DETENTION & CORRECTION	42.28
180126	ANDERSON, BERT & MAR	UB REFUND	WATER/SEWER OPERATION	171.83
180127	ANDERSON, KRISTEN	PROFESSIONAL SERVICE	PROBATION	185.00
180128	ARLINGTON HARDWARE	MISC. BRASS FITTINGS	WATER DIST MAINS	485.90
180129	AT&T MOBILITY LLC	CELL PHONE	CITY CLERK	43.93
	AT&T MOBILITY LLC		WASTE WATER TREATMENT	43.93
	AT&T MOBILITY LLC		ENGR-GENL	87.86
	AT&T MOBILITY LLC		LEGAL - PROSECUTION	87.86
	AT&T MOBILITY LLC		RECREATION SERVICES	87.86
	AT&T MOBILITY LLC		COMMUNITY	131.79
	AT&T MOBILITY LLC		PERSONNEL ADMINISTRATION	131.79
	AT&T MOBILITY LLC		UTIL ADMIN	131.79
	AT&T MOBILITY LLC		GIS SERVICES IS	175.72
	AT&T MOBILITY LLC		FINANCE-GENL	175.72
	AT&T MOBILITY LLC		MUNICIPAL COURTS	219.65
	AT&T MOBILITY LLC		LEGAL-GENL	219.65
	AT&T MOBILITY LLC		OFFICE OPERATIONS	307.51
	AT&T MOBILITY LLC		FACILITY MAINTENANCE	439.30
	AT&T MOBILITY LLC		EXECUTIVE ADMIN	483.23
	AT&T MOBILITY LLC		POLICE ADMINISTRATION	615.05
	AT&T MOBILITY LLC		DETENTION & CORRECTION	790.74
	AT&T MOBILITY LLC		POLICE COMMUNITY SERVICES	834.67
	AT&T MOBILITY LLC		POLICE INVESTIGATION	879.04
	AT&T MOBILITY LLC		COMPUTER SERVICES	922.53
	AT&T MOBILITY LLC		POLICE PATROL	2,952.36
180130	BILLING DOCUMENT SPE	BILL PRINTING 9/2 - 9/5/25	UTILITY BILLING	1,990.65
180131	BLEACHERS GRILL	SENIOR LUNCH	RECREATION SERVICES	437.60
180132	BLUME, TRISTAN	UB REFUND	WATER/SEWER OPERATION	315.80
180133	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	335.77
180134	BOLLIGER, JESSICA	REFUND - OPERA HOUSE RENTAL DEPOSIT	GENERAL FUND	250.00
180135	BRADFORD PROPERTIES	REFUND - LDA FEES	COMMUNITY DEVELOPMENT	2,871.00
180136	BURKHOLDER, JEFF	REIMBURSEMENT - LUNCH FOR JURORS	MUNICIPAL COURTS	120.89
180137	CARLSON, JANETTE	REFUND - OPERA HOUSE DEPOSIT	GENERAL FUND	500.00
180138	CARMAN, KELLEY	REIMBURSEMENT - MILEAGE	OFFICE OPERATIONS	32.62

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
180139	CHARM-TEX, INC.	JAIL SUPPLIES	GENERAL FUND	-6.06
	CHARM-TEX, INC.		DETENTION & CORRECTION	70.56
180140	CIMCO-GC SYSTEMS	PRV PARTS	WATER DIST MAINS	1,433.58
	CIMCO-GC SYSTEMS	SIGHT TUBES, GASKET	WATER DIST MAINS	1,552.86
180141	CLEAN CUT TREE & STU	HAZARD TREE REMOVAL	NON-DEPARTMENTAL	1,312.80
180142	COMMERCIAL FIRE	FIRE EXTINGUISHERS	ER&R	316.78
180143	COOP SUPPLY	BENT PINS	ROADSIDE VEGETATION	15.26
	COOP SUPPLY	TANK SPRAYER, BYPASS LOPPER	WATER SERVICE INSTALL	76.55
180144	COPIERS NORTHWEST	METER COUNT RECORDS	OFFICE OPERATIONS	140.21
180145	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	5,868.20
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	11,952.00
180146	CORRECTIONS, DEPT OF	DOC WORK	ROADSIDE VEGETATION	316.48
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	533.20
180147	DEGRACIA, LAWRENCE R	UB REFUND	WATER/SEWER OPERATION	59.48
180148	DICKS TOWING	RV DISOSAL	POLICE PATROL	1,023.09
180149	DORSCHER, EMILY	REIMBURSEMENT - MILEAGE	POLICE ADMINISTRATION	108.50
	DORSCHER, EMILY	HUMAN TRAFFICKING TRAINING	POLICE ADMINISTRATION	215.00
180150	DRIVE PAYMENTS, LLC	PAYMENT PROCESSING	UTILITY BILLING	1,146.35
180151	E&E LUMBER	KEYS	WATER SERVICES	4.23
	E&E LUMBER	CONCRETE BAGS	TRANSPORTATION	14.44
	E&E LUMBER	HITCH PULL PINS	ROADSIDE VEGETATION	17.13
	E&E LUMBER	HAND SPRAYER	ROADWAY MAINTENANCE	24.11
180152	ECOLOGY, DEPT. OF	LAB RENEWAL FEE	UTIL ADMIN	1,102.22
180153	ELECTRONIC BUSINESS	GIS PLOTTER SUPPLIES	GIS SERVICES IS	38.29
180154	ENDERUDE, ERIC	UB REFUND	WATER/SEWER OPERATION	324.06
180155	ENVIRONMENTAL PRODUCT	HYDRO REPLACEMENT PARTS	WATER SERVICE INSTALL	473.21
180156	ERA-A WATER COMPANY	LAB TESTING	WASTE WATER TREATMENT	812.53
180157	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	20.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	35.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	35.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	50.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	400.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	440.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	480.00
180158	EVERETT, CITY OF	ANIMAL CARE AT THE SHELTER	POLICE COMMUNITY SERVICES	125.00
180159	FEDEX	SHIPPING	POLICE PATROL	554.66
180160	FERGUSON ENTERPRISES	DECHLOR TABLETS	WATER DIST MAINS	2,307.29
180161	FERGUSON ENTERPRISES	HYDRANT WRENCHES	ER&R	287.11
180162	FERRELLGAS	PROPANE	TRAFFIC CONTROL DEVICES	55.14
	FERRELLGAS		ROADWAY MAINTENANCE	55.15
180163	FOREMOST PROMOTIONS	CHRISTMAS GIVE AWAYS	CRIME PREVENTION	1,334.68
180164	GALLS, LLC	UNIFORM	POLICE PATROL	31.51
	GALLS, LLC		DETENTION & CORRECTION	31.51
	GALLS, LLC		POLICE PATROL	71.63
	GALLS, LLC		POLICE PATROL	95.97

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180164	GALLS, LLC	UNIFORM	DETENTION & CORRECTION	237.12
	GALLS, LLC		POLICE PATROL	525.29
	GALLS, LLC		POLICE PATROL	535.14
	GALLS, LLC		POLICE PATROL	542.03
	GALLS, LLC	UNIFORMS	POLICE PATROL	551.88
	GALLS, LLC	UNIFORM	POLICE PATROL	590.28
	GALLS, LLC		POLICE PATROL	605.77
	GALLS, LLC		POLICE PATROL	621.79
	GALLS, LLC		POLICE PATROL	805.96
	GALLS, LLC		DETENTION & CORRECTION	1,010.81
180165	GANN, JASON	REIMBURSEMENT - EVOC PERDIEM	POLICE PATROL	374.00
180166	GILBERT PACHECO	UB REFUND	WATER/SEWER OPERATION	157.79
180167	GRAINGER	BIOHAZARD SPILL KIT	ER&R	410.80
180168	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	141.38
	GRANITE CONST		ROADWAY MAINTENANCE	151.93
	GRANITE CONST		ROADWAY MAINTENANCE	215.93
	GRANITE CONST		ROADWAY MAINTENANCE	352.38
	GRANITE CONST		ROADWAY MAINTENANCE	1,309.66
180169	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	181.37
	GRAY AND OSBORNE		GMA-PARKS	3,288.00
	GRAY AND OSBORNE		SURFACE WATER CAPITAL	3,360.95
180170	GUPTA, PREMCHAND	INTERPRETER SERVICE	COURTS	300.00
180171	HA, ELIZABETH JEAN	INSTRUCTOR PAYMENT	RECREATION SERVICES	4,940.40
180172	HACH COMPANY	LAB CHEMICAL	WASTE WATER TREATMENT	58.47
	HACH COMPANY	LAB SUPPLIES	WASTE WATER TREATMENT	528.52
	HACH COMPANY		WASTE WATER TREATMENT	737.58
	HACH COMPANY		WASTE WATER TREATMENT	848.07
	HACH COMPANY		WASTE WATER TREATMENT	1,281.08
180173	HANSEN, BRIAN	UB REFUND	WATER/SEWER OPERATION	103.50
	HANSEN, BRIAN		WATER/SEWER OPERATION	103.50
180174	HD FOWLER COMPANY	BRASS BELL REDUCERS	SUNNYSIDE FILTRATION PLANT	34.56
180175	HERNANDEZ, RUBEN	INSTRUCTOR PAYMENT	RECREATION SERVICES	165.00
180176	HOME DEPOT PRO	HORNET/WASP SPRAY	ER&R	173.29
	HOME DEPOT PRO	FIRST AID KITS	ER&R	183.25
180177	HYLARIDES, LETTIE	TRANSLATION SERVICE	COURTS	130.00
	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	187.50
	HYLARIDES, LETTIE		COURTS	187.50
	HYLARIDES, LETTIE		COURTS	187.50
180178	IMSA	IMSA CERTIFICATION RENEWAL	TRAINING	40.00
180179	INTERMOUNTAIN LOCK	PADLOCK	ER&R	229.47
	INTERMOUNTAIN LOCK		ER&R	384.39
180180	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	16.43
	J2 CLOUD SERVICES		LEGAL-GENL	16.43
	J2 CLOUD SERVICES		UTILITY BILLING	32.85
	J2 CLOUD SERVICES		CITY CLERK	32.85
	J2 CLOUD SERVICES		COMMUNITY	32.85
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	32.85
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	32.85
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	32.85
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	32.85
	J2 CLOUD SERVICES		RECREATION SERVICES	32.85
	J2 CLOUD SERVICES		POLICE INVESTIGATION	32.85

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180180	J2 CLOUD SERVICES	FAX	MUNICIPAL COURTS	32.85
	J2 CLOUD SERVICES		DETENTION & CORRECTION	32.85
	J2 CLOUD SERVICES		PROBATION	32.85
	J2 CLOUD SERVICES		FINANCE-GENL	32.85
	J2 CLOUD SERVICES		UTIL ADMIN	32.85
	J2 CLOUD SERVICES		ENGR-GENL	32.85
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	32.85
	J2 CLOUD SERVICES		WATER DIST MAINS	32.86
	J2 CLOUD SERVICES		COMPUTER SERVICES	32.87
	J2 CLOUD SERVICES		OFFICE OPERATIONS	65.70
	J2 CLOUD SERVICES		MUNICIPAL COURTS	98.56
180181	JALILI, BIJAN	PROFESSIONAL SERVICE	PROBATION	370.00
180182	JULZ ANIMAL HOUZ	K9 FOOD	K9 PROGRAM	17.12
	JULZ ANIMAL HOUZ	SUPPLIES FOR MOLLY	POLICE ADMINISTRATION	43.96
180183	KINDLER, RUSSELL	INSTRUCTOR PAYMENT	RECREATION SERVICES	240.00
180184	LABRAKE, LUKE	REFUND - OPERA HOUSE DEPOSIT	GENERAL FUND	250.00
180185	LARA, PETRA	INTERPRETER SERVICE	COURTS	151.00
180186	LASTING IMPRESSIONS	TRUCKER HATS, LOGO'S	ER&R	1,867.72
180187	LAYTON TREE CONSULT	ARBORIST REPORT	ROADSIDE VEGETATION	660.50
180188	MANGUNE, ULYSSES L	INTERPRETER SERVICE	COURTS	130.00
180189	MARLIN, ROBERT	REIMBURSEMENT - PERDIEM	POLICE TRAINING-FIREARMS	1,161.00
180190	MARYSVILLE FIRE	EMERGENCY AID SERVICE	FIRE-EMS	277.67
180191	MARYSVILLE SCHOOL	FACILITY RENTAL	RECREATION SERVICES	147.00
180192	MARYSVILLE, CITY OF	9623 55 AVE NE	PARK & RECREATION FAC	3.42
	MARYSVILLE, CITY OF	1404 5TH ST	NON-DEPARTMENTAL	27.33
	MARYSVILLE, CITY OF	3RD ST & STATE AVE	NON-DEPARTMENTAL	27.33
	MARYSVILLE, CITY OF	1ST BOAT LAUNCH	PARK & RECREATION FAC	28.80
	MARYSVILLE, CITY OF	1049 STATE AVE	NON-DEPARTMENTAL	86.77
	MARYSVILLE, CITY OF	1019 CEDAR AVE FIELD	PARK & RECREATION FAC	129.23
	MARYSVILLE, CITY OF	316 CEDAR AVE	STORM DRAINAGE	129.23
	MARYSVILLE, CITY OF	1221 3 ST	OPERA HOUSE	133.64
	MARYSVILLE, CITY OF	1050 COLUMBIA AVE	PARK & RECREATION FAC	142.91
	MARYSVILLE, CITY OF	1529 3RD ST IRRIGATION	WATER SERVICES	198.07
	MARYSVILLE, CITY OF	10118 STATE AVE	ROADWAY MAINTENANCE	235.44
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	ROADWAY MAINTENANCE	237.22
	MARYSVILLE, CITY OF	1049 STATE AVE	NON-DEPARTMENTAL	238.58
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	MAINT OF GENL PLANT	240.05
	MARYSVILLE, CITY OF	6802 84 ST NE	GOLF ADMINISTRATION	242.99
	MARYSVILLE, CITY OF	61 STATE AVE	PARK & RECREATION FAC	247.40
	MARYSVILLE, CITY OF	514 DELTA AVE RESTROOM	PARK & RECREATION FAC	358.83
	MARYSVILLE, CITY OF	4TH ST & I-5 IRRIGATION	PARK & RECREATION FAC	378.92
	MARYSVILLE, CITY OF	1010 BEACH AVE	PARK & RECREATION FAC	411.06
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	EQUIPMENT RENTAL	434.18
	MARYSVILLE, CITY OF	1225 3 ST	OPERA HOUSE	755.38
	MARYSVILLE, CITY OF	1019 CEDAR AVE	PARK & RECREATION FAC	923.01
	MARYSVILLE, CITY OF	514 DELTA AVE	NON-DEPARTMENTAL	1,117.02
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	WASTE WATER TREATMENT	1,233.18
	MARYSVILLE, CITY OF	1015 STATE AVE	RECREATION SERVICES	1,339.23
	MARYSVILLE, CITY OF	514 DELTA AVE	PARK & RECREATION FAC	1,753.66
	MARYSVILLE, CITY OF		NON-DEPARTMENTAL	2,209.94
	MARYSVILLE, CITY OF	501 DELTA AVE	NON-DEPARTMENTAL	2,224.60
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	WASTE WATER TREATMENT	2,633.53

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180192	MARYSVILLE, CITY OF	80 COLUMBIA AVE	MAINT OF GENL PLANT	3,105.83
	MARYSVILLE, CITY OF	1 & STATE AVE IRRIGATION	PARK & RECREATION FAC	4,720.77
	MARYSVILLE, CITY OF	514 DELTA AVE	PARK & RECREATION FAC	16,188.59
180193	MATIA CONTRACTORS	NATURE'S WINDOW/RETAINAGE	GMA-PARKS	-15,828.48
	MATIA CONTRACTORS		GMA-PARKS	346,327.04
180194	MAXWELL, MARISA	LEIRA CONFERENCE	OFFICE OPERATIONS	168.00
180195	MC CLURE & SONS INC	TERTIARY TREATMENT IMPROVEMENT	SEWER CAPITAL PROJECTS	17,667.24
180196	MICMAHON, COLIN	PROFESSIONAL SERVICE	PROBATION	185.00
180197	MUSKU, HARSHITH REDD	UB REFUND	WATER/SEWER OPERATION	226.07
180198	NAPA AUTO PARTS	FILTERS	ER&R	109.51
	NAPA AUTO PARTS	AIR/OIL FILTERS	ER&R	398.63
	NAPA AUTO PARTS	CAR WASH SOAP, BRUSHES, ARMOR ALL	ER&R	411.43
	NAPA AUTO PARTS	OIL/FUEL/AIR FILTERS	ER&R	484.16
180199	NATIONAL BARRICADE	STRAWBERRY FESTIVAL SIGNS	SPECIAL EVENTS & PROJECTS	1,609.82
	NATIONAL BARRICADE		SPECIAL EVENTS & PROJECTS	3,122.28
180200	NEHRING, JON	UB REFUND	WATER/SEWER OPERATION	4.33
	NEHRING, JON		WATER/SEWER OPERATION	305.91
180201	NORTHWEST PLAYGROUND	PLAYGROUND EQUIPMENT	PARK & RECREATION FAC	248.95
180202	ODP BUSINESS SOLUTION	PENS, BINDER, AIR DUSTER	CITY CLERK	11.30
	ODP BUSINESS SOLUTION		LEGAL - PROSECUTION	11.31
	ODP BUSINESS SOLUTION		LEGAL-GENL	37.38
180203	ONE STOP FILLUP V IN	UB REFUND	WATER/SEWER OPERATION	874.67
180204	PACIFIC POWER BATTER	BATTERIES	SEWER LIFT STATION	46.82
	PACIFIC POWER BATTER		WATER DIST MAINS	46.82
	PACIFIC POWER BATTER		SEWER LIFT STATION	92.60
	PACIFIC POWER BATTER		SEWER LIFT STATION	93.65
180205	PACIFIC TOPSOILS	TOPSOIL	PARK & RECREATION FAC	186.28
	PACIFIC TOPSOILS		PARK & RECREATION FAC	186.28
	PACIFIC TOPSOILS	BRUSH DUMPING	ROADSIDE VEGETATION	247.00
180206	PALAMERICAN SECURITY	SECURITY SERVICE	MUNICIPAL COURTS	-233.60
	PALAMERICAN SECURITY		PROBATION	1,265.50
	PALAMERICAN SECURITY		PROBATION	1,265.50
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,796.50
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,796.50
180207	PEACE OF MIND	COUNCIL SPECIAL MEETING	CITY CLERK	414.20
180208	PELERINE, NATALIE	UB REFUND	WATER/SEWER OPERATION	71.77
180209	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	MAINTENANCE	83.48
	PGC INTERBAY LLC		MAINTENANCE	157.46
	PGC INTERBAY LLC		GOLF ADMINISTRATION	170.15
	PGC INTERBAY LLC		PRO-SHOP	318.29
	PGC INTERBAY LLC		GOLF ADMINISTRATION	550.90
	PGC INTERBAY LLC		GOLF ADMINISTRATION	561.60
	PGC INTERBAY LLC		MAINTENANCE	623.02
	PGC INTERBAY LLC		GOLF ADMINISTRATION	1,319.87
	PGC INTERBAY LLC		GOLF ADMINISTRATION	1,326.64
	PGC INTERBAY LLC		MAINTENANCE	1,330.51
	PGC INTERBAY LLC		PRO-SHOP	1,726.52
	PGC INTERBAY LLC		MAINTENANCE	2,522.97
	PGC INTERBAY LLC		MAINTENANCE	3,164.54
	PGC INTERBAY LLC		MAINTENANCE	5,459.81
	PGC INTERBAY LLC		GOLF COURSE	12,367.40
	PGC INTERBAY LLC		MAINTENANCE	15,713.52

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180209	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	MAINTENANCE	17,520.67
	PGC INTERBAY LLC		PRO-SHOP	20,247.81
180210	PLATT ELECTRIC	CREDIT FOR INV 6K37248	STREET LIGHTING	-75.08
	PLATT ELECTRIC	GROUNDING PARTS	CIVIC CENTER	30.63
	PLATT ELECTRIC	GROUND BAR	CIVIC CENTER	181.28
180211	PLITMAN, VLADISLAV	INTERPRETER SERVICE	COURTS	130.00
180212	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	54.18
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	54.18
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	54.18
	PUD	ACCT #205481823	GOLF ADMINISTRATION	54.18
	PUD	ACCT #201346665	SEWER LIFT STATION	58.84
	PUD	ACCT #200501617	TRANSPORTATION	73.51
	PUD	ACCT #201142155	TRANSPORTATION	75.97
	PUD	ACCT #224411843	PARK & RECREATION FAC	79.17
	PUD	ACCT #204829691	STREET LIGHTING	81.46
	PUD	ACCT #202294245	SEWER LIFT STATION	86.69
	PUD	ACCT #203500020	STREET LIGHTING	92.58
	PUD	ACCT #200660439	STREET LIGHTING	95.11
	PUD	ACCT #203996343	STREET LIGHTING	100.03
	PUD	ACCT #221610405	STREET LIGHTING	113.43
	PUD	ACCT #203291216	GENERAL	153.35
	PUD	ACCT #201909637	SEWER LIFT STATION	170.25
	PUD	ACCT #220020531	STREET LIGHTING	175.27
	PUD	ACCT #201617479	NON-DEPARTMENTAL	507.50
	PUD	ACCT #200021871	RECREATION SERVICES	781.54
180213	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	53.21
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	53.21
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	53.21
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	53.21
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	53.21
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	54.69
	PUGET SOUND ENERGY	ACCT #200004804056	RECREATION SERVICES	54.71
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	54.71
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	59.22
	PUGET SOUND ENERGY	ACCT #220026412746	NON-DEPARTMENTAL	175.95
	PUGET SOUND ENERGY	ACCT #220026419946	NON-DEPARTMENTAL	413.35
180214	REDWOOD TOXICOLOGY	TESTING SUPPLIES	PROBATION	259.78
180215	REECE TRUCKING	BRUSH/CONCRETE DUMP	ROADWAY MAINTENANCE	76.08
	REECE TRUCKING		ROADSIDE VEGETATION	172.20
180216	REECE TRUCKING	PATH IMPROVEMENTS	GMA - STREET	429,129.77
180217	REECE TRUCKING	RIVERWALK/RETAINAGE	UTILITY CONSTRUCTION	-12,578.51
	REECE TRUCKING		UTILITY CONSTRUCTION	275,217.76
180218	RODDA	PAINT TIPS	TRAFFIC CONTROL DEVICES	103.96
180219	ROHONA, TONYA	REFUND - KINDERMUSIK	PARKS-RECREATION	185.00
180220	RONGERUDE, JOHN	PROFESSIONAL SERVICE	PROBATION	148.00
	RONGERUDE, JOHN		PROBATION	148.00
	RONGERUDE, JOHN		PROBATION	185.00
180221	ROSSMAN, BRANDON	REIMBURSEMENT - MILEAGE	COMPUTER SERVICES	429.80
180222	SALTWATER SKY LLC	PERFORMANCE	OPERA HOUSE	2,000.00
180223	SCORE	INMATE HOUSING	DETENTION & CORRECTION	9,193.36
180224	SKAGIT SHOOTING	RANGE RENTAL	POLICE TRAINING-FIREARMS	17.94
	SKAGIT SHOOTING		POLICE TRAINING-FIREARMS	597.85

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180225	SNO CO TREASURER	RANGE RENTAL	POLICE TRAINING-FIREARMS	2,200.00
180226	STEWART, KATHRYN	UB REFUND	WATER/SEWER OPERATION	86.76
180227	SUPERIOR RESTROOMS	PORTABLE RESTROOM RENTAL	PARK & RECREATION FAC	455.00
180228	SWINOMISH INDIAN	VEST	GENERAL FUND	-84.60
	SWINOMISH INDIAN		POLICE PATROL	984.60
180229	UNIVAR SOLUTIONS USA	SOD HYPO LIQUICHLOR	WASTE WATER TREATMENT	6,509.30
180230	USA BLUEBOOK	LAB SUPPLIES	WASTE WATER TREATMENT	192.08
	USA BLUEBOOK		WASTE WATER TREATMENT	414.11
180231	UTILITIES UNDERGROUND	EXCAVATION NOTIFICATION	UTILITY LOCATING	635.85
180232	VALDEZ CONSTRUCTION	1049 ADDITION/RETAINAGE	UTILITY CONSTRUCTION	-19,970.23
	VALDEZ CONSTRUCTION		UTILITY CONSTRUCTION	436,948.94
180233	VERIZON	WIRELESS SERVICE	POLICE ADMINISTRATION	20.93
	VERIZON		PURCHASING/CENTRAL STORES	30.61
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		POLICE COMMUNITY SERVICES	60.03
	VERIZON		FINANCE-GENL	78.10
	VERIZON		EQUIPMENT RENTAL	99.03
	VERIZON		POLICE PATROL	100.04
	VERIZON		EXECUTIVE ADMIN	146.90
	VERIZON		MUNICIPAL COURTS	195.25
	VERIZON		LEGAL - PROSECUTION	269.98
	VERIZON		WATER QUAL TREATMENT	352.33
	VERIZON		FACILITY MAINTENANCE	372.38
	VERIZON		PARK & RECREATION FAC	403.57
	VERIZON		RECREATION SERVICES	403.57
	VERIZON		COMMUNITY	435.31
	VERIZON		COMPUTER SERVICES	457.73
	VERIZON		WATER SUPPLY MAINS	520.34
	VERIZON		SOLID WASTE CUSTOMER EXP	601.59
	VERIZON		SEWER MAIN COLLECTION	653.35
	VERIZON		STORM DRAINAGE	890.58
	VERIZON		GENERAL	1,031.94
	VERIZON		ENGR-GENL	1,621.45
	VERIZON		UTIL ADMIN	2,475.00
180234	VERMEULEN, ADAM	FALL CONFERENCE	POLICE PATROL	142.00
180235	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	241.30
180236	WASTE MANAGEMENT	SPECIAL WASTE SERVICE	WASTE WATER TREATMENT	2,560.94
180237	WET RABBIT EXPRESS	CAR WASHES - POLICE	POLICE PATROL	561.60
180238	WHITNEY EQUIPMENT CO	PORTABLE SAMPLER PACKAGE	SEWER PRETREATMENT	4,898.93
180239	WINNINGHAM, TAYLOR	INSTRUCTOR PAYMENT	RECREATION SERVICES	305.50
180240	ZIPLY FIBER	ACCT #3606594037	FACILITY MAINTENANCE	146.16
180241	ZIPLY FIBER	PHONE	POLICE ADMINISTRATION	63.66
	ZIPLY FIBER		POLICE PATROL	63.66
	ZIPLY FIBER		COMMUNICATION CENTER	63.66
	ZIPLY FIBER		UTILITY BILLING	63.66
	ZIPLY FIBER		GENERAL	63.66
	ZIPLY FIBER		GOLF ADMINISTRATION	63.66
	ZIPLY FIBER		COMMUNITY	127.31
	ZIPLY FIBER		DETENTION & CORRECTION	127.31
	ZIPLY FIBER		OFFICE OPERATIONS	127.31
	ZIPLY FIBER		GOLF ADMINISTRATION	127.31
	ZIPLY FIBER		FACILITY MAINTENANCE	190.96

DATE: 9/18/2025
TIME: 7:16:21AM

CITY OF MARYSVILLE
INVOICE LIST

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FOR INVOICES FROM 9/17/2025 TO 9/17/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
180241	ZIPLY FIBER	PHONE	RECREATION SERVICES	254.62
	ZIPLY FIBER		WASTE WATER TREATMENT	318.28
	ZIPLY FIBER		UTIL ADMIN	318.28

WARRANT TOTAL: 2,062,939.49

ADAM VERMEULEN	INITIATOR ERROR	179927	238.00
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REASON FOR VOIDS:
INITIATOR ERROR
CHECK LOST/DAMAGED
UNCLAIMED PROPERTY

WARRANT TOTAL: \$2,062,701.49



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 13, 2025

SUBMITTED BY: Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: September 24, 2025, Claims in the Amount of \$1,707,921.40 paid by EFT Transaction Check Numbers 180242 through 180243 and Check Numbers 180244 through 108385 with Check Number 180216 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[092425.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/24/2025 TO 9/24/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
180242	PREMERA BLUE CROSS	CLAIMS PAID 9/7 TO 9/13/25	MEDICAL CLAIMS	130,740.75
180243	REVENUE, DEPT OF	EXCISE TAXES AUG 2025	CITY CLERK	1.13
	REVENUE, DEPT OF		POLICE ADMINISTRATION	23.01
	REVENUE, DEPT OF		GENERAL FUND	640.28
	REVENUE, DEPT OF		GOLF ADMINISTRATION	1,761.55
	REVENUE, DEPT OF		STORM DRAINAGE	10,365.57
	REVENUE, DEPT OF		UTIL ADMIN	34,102.82
	REVENUE, DEPT OF		GOLF COURSE	35,107.00
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	38,867.60
	REVENUE, DEPT OF		UTIL ADMIN	61,277.92
180244	911 SUPPLY INC.	UNIFORMS	POLICE PATROL	30.80
	911 SUPPLY INC.		POLICE ADMINISTRATION	59.53
	911 SUPPLY INC.		YOUTH SERVICES	583.38
180245	AALBU BROTHERS LLC	REPAIR/PARTS - J047	EQUIPMENT RENTAL	1,060.94
180246	ADT LLC	REFUND - APPLICATION WITHDRAWN	COMMUNITY DEVELOPMENT	80.50
	ADT LLC		COMMUNITY DEVELOPMENT	161.00
180247	ALEXANDER PRINTING	WATER LEAK DOOR HANGERS	METER READING	97.41
180248	AUTOMATIC DOOR & GAT	REPAIR ON PARKING LOT GATE	NON-DEPARTMENTAL	1,094.00
180249	BHC CONSULTANTS	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	1,405.00
	BHC CONSULTANTS		SEWER CAPITAL PROJECTS	4,073.23
	BHC CONSULTANTS		SEWER CAPITAL PROJECTS	5,495.00
180250	BICKFORD FORD	HUB CAP - P228	EQUIPMENT RENTAL	114.41
	BICKFORD FORD	A/C CONDENSER ASSEMBLY - P198	EQUIPMENT RENTAL	219.02
	BICKFORD FORD	COOLING FAN ASSEMBLY	EQUIPMENT RENTAL	328.53
180251	BILLING DOCUMENT SPE	BILL PRINTING	UTILITY BILLING	2,670.01
180252	BILLS BLUEPRINT INC	COPIES	GMA - STREET	92.11
180253	BIO CLEAN, INC	CELL DECONTAMINATION	DETENTION & CORRECTION	492.30
180254	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	438.15
	BOB BARKER COMPANY		DETENTION & CORRECTION	444.33
180255	BOTESCH, NASH & HALL	OLD CITY HALL PROJECT	UTILITY CONSTRUCTION	6,575.00
180256	BRANOM INSTRUMENT	DC POWER BACKUPS	SOURCE OF SUPPLY	1,909.20
	BRANOM INSTRUMENT		SEWER LIFT STATION	1,909.20
180257	BURKE, CHRIS	REFUND - MEN'S DOUBLES	PARKS-RECREATION	90.00
180258	BURNS, PARKER		PARKS-RECREATION	90.00
180259	CARDENAS, ANASTASIA	REFUND - PERMIT PULLED	COMMUNITY DEVELOPMENT	460.00
180260	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	-800.00
	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	20,474.21
	CASCADE COLUMBIA		WASTE WATER TREATMENT	20,903.06
	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	21,752.00
180261	CASCADE SAWING	WATER SERVICE LEAK REPAIR	WATER SERVICES	1,033.83
180262	CENTURION INVESTMENT	UB REFUND: 6202 72ND ST NE	WATER/SEWER OPERATION	108.79
180263	CHAMPION BOLT	PRV REPLACEMENT LID BOLTS	WATER DIST MAINS	76.82
	CHAMPION BOLT		WATER DIST MAINS	112.81
180264	CIMCO-GC SYSTEMS	PRV REPAIR PARTS	WATER DIST MAINS	1,483.84
180265	CML SECURITY, LLC	REPAIRS	DETENTION & CORRECTION	109.40
180266	CORE & MAIN LP	METER BOXES/LIDS	WATER SERVICE INSTALL	676.05
	CORE & MAIN LP	PORT HYDRANT UPGRADE	HYDRANTS	5,009.48
180267	COUNTRY SUPPLIER	CREDIT FOR INV 2650/51	UTIL ADMIN	-104.99
	COUNTRY SUPPLIER	CREDIT FOR INV 2719/51	ENGR-GENL	-83.99
	COUNTRY SUPPLIER	HITCH PIN - 218	EQUIPMENT RENTAL	12.01
	COUNTRY SUPPLIER	JUMPER CABLES	WATER DIST MAINS	60.16
	COUNTRY SUPPLIER	UNIFORM - HAVELLANA	UTIL ADMIN	65.60

**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>
180267	COUNTRY SUPPLIER	UNIFORM - MCCracken	ENGR-GENL	91.89
	COUNTRY SUPPLIER	UNIFORM - BUELL	UTIL ADMIN	108.27
	COUNTRY SUPPLIER	UNIFORM - MCCracken	ENGR-GENL	140.88
	COUNTRY SUPPLIER		ENGR-GENL	153.13
	COUNTRY SUPPLIER	UNIFORM - BERNABEL	CUSTODIAL SERVICES	158.61
180268	CRain, Nathan	REFUND - MEN'S DOUBLES	PARKS-RECREATION	90.00
180269	DAHL, HANNAH	REFUND - BALLET/TAP	PARKS-RECREATION	44.00
180270	DE NORA WATER TECH	HYPO GENERATION CELL	SUNNYSIDE FILTRATION	36,216.22
180271	DE-EL ENTERPRISES	WINDOW SHADES	PERSONNEL ADMINISTRATION	829.25
180272	DENMAN, DONALD	UB REFUND	WATER/SEWER OPERATION	5.99
180273	DICKS TOWING	TOWING 24-49017	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-47916	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-48345	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-48842	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-49220	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-49382	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-50442	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-50462	POLICE PATROL	77.54
	DICKS TOWING	TOWING AN11618	POLICE PATROL	77.54
	DICKS TOWING	TOWING CGL0755	POLICE PATROL	77.54
	DICKS TOWING	TOWING D19074F	POLICE PATROL	77.54
	DICKS TOWING	TOWING MB MI 350 4MATIC	POLICE PATROL	155.08
180274	DOBBS PETERBILT	CREDIT FOR INV 026P75691	EQUIPMENT RENTAL	-566.00
	DOBBS PETERBILT	OIL FILTER - J074	EQUIPMENT RENTAL	94.02
	DOBBS PETERBILT	COOLANT SENSOR - J052	EQUIPMENT RENTAL	290.67
	DOBBS PETERBILT	TIE ROD ENDS - J042	EQUIPMENT RENTAL	557.99
	DOBBS PETERBILT	DEF HEADER - J064	EQUIPMENT RENTAL	566.00
	DOBBS PETERBILT	AIR ASSIST TRUCK AXLE JACK	EQUIPMENT RENTAL	875.19
	DOBBS PETERBILT	BRAKE PADS, STEER AXLE - J068	EQUIPMENT RENTAL	1,153.87
	DOBBS PETERBILT	FILTER KIT - J042	EQUIPMENT RENTAL	3,408.51
	DOBBS PETERBILT	DEF, MIRROW SWITCH - J064	EQUIPMENT RENTAL	4,324.08
180275	E&E LUMBER	POWER BITS	FACILITY MAINTENANCE	7.06
	E&E LUMBER	WATERING CAN	TRAFFIC CONTROL DEVICES	9.64
	E&E LUMBER	SUPPLIES	POLICE PATROL	36.44
	E&E LUMBER	BOLTS	PARK & RECREATION FAC	46.21
	E&E LUMBER	BRAIDE BLADE	PARK & RECREATION FAC	47.16
	E&E LUMBER	SPRAYER, DISH SOAP	TRAFFIC CONTROL DEVICES	52.04
	E&E LUMBER	DRILL BIT, LUMBER, DECKING SCREWS	EQUIPMENT RENTAL	432.09
180276	EAGLE FENCE	CHAIN LINK FENCE	ROADSIDE VEGETATION	1,808.32
180277	ECOLOGY, DEPT. OF	NPDES PERMIT FEE	STORM DRAINAGE	28,470.00
180278	EMERALD SERVICES INC	WASTE OIL DISPOSAL FEE	EQUIPMENT RENTAL	225.74
180279	ENTERPRISE RENTAL	RENTAL CAR	POLICE PATROL	172.49
180280	ENVIRONMENTAL SCIENCE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	3,351.62
180281	ERIE CONSTRUCTION	REFUND - INSPECTION ERROR	COMMUNITY DEVELOPMENT	115.00
180282	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	20.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/24/2025 TO 9/24/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
180282	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	50.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	50.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	50.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	480.00
180283	EVERETT HYDRAULICS	LABOR - J067	EQUIPMENT RENTAL	131.88
	EVERETT HYDRAULICS	HYDRAULIC TUBE - J064	EQUIPMENT RENTAL	187.40
	EVERETT HYDRAULICS	HYDRAULIC PUMP - F007	EQUIPMENT RENTAL	516.93
180284	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	253.80
180285	EVERETT, CITY TREAS	WATER FILTRATION CHARGES	SOURCE OF SUPPLY	526,651.85
180286	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-9.92
	EVIDENT, INC.		POLICE PATROL	115.49
180287	FAMILY PET MEDICAL	K9 CARE	K9 PROGRAM	109.44
180288	FCS, A BOWMAN COMPANY	PROFESSIONAL SERVICE	NON-DEPARTMENTAL	5,745.00
180289	FIDELITY NATIONAL	TITLE ENDORSEMENT/TITLE UPDATE	GMA - STREET	246.93
180290	FIRESTONE	TIRES	EQUIPMENT RENTAL	645.59
180291	FOREMOST PROMOTIONS	CRAYONS	CRIME PREVENTION	289.79
180292	GALLS, LLC	UNIFORMS	POLICE PATROL	52.59
	GALLS, LLC		POLICE PATROL	52.59
	GALLS, LLC		POLICE PATROL	94.53
	GALLS, LLC		DETENTION & CORRECTION	143.27
	GALLS, LLC		POLICE PATROL	760.36
180293	GENASYS INC	ADDED USERS	POLICE PATROL	255.00
180294	GEOTEST SERVICES INC	PROFESSIONAL SERVICE	UTILITY CONSTRUCTION	514.00
180295	GESSNER, KRISTA	BACKFLOW TESTER RECERTIFICATION	UTIL ADMIN	456.87
180296	GMP CONSULTANTS	INTERIM DIRECTOR	COMMUNITY	9,129.52
180297	GRAINGER	DATA CABLES	WATER QUAL TREATMENT	78.68
	GRAINGER		WASTE WATER TREATMENT	100.00
	GRAINGER		SEWER LIFT STATION	100.00
	GRAINGER		SOURCE OF SUPPLY	100.00
	GRAINGER		PUMPING PLANT	100.00
	GRAINGER		WATER RESERVOIRS	100.00
	GRAINGER		WATER DIST MAINS	100.00
	GRAINGER		WATER FILTRATION PLANT	100.00
180298	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	181.37
	GRAY AND OSBORNE	EBEY WATERFRONT TRAIL	GMA-PARKS	3,288.00
	GRAY AND OSBORNE	PROFESSIONAL SERVICE	GMA-PARKS	4,443.63
	GRAY AND OSBORNE	ENGINEERING SERVICE	SURFACE WATER CAPITAL	28,539.27
180299	GREENSHIELDS INDS	HYDRAULIC ADAPTER CAP - H010	EQUIPMENT RENTAL	8.24
	GREENSHIELDS INDS	AEROQUIP ADAPTER, CAP NUT - J042	EQUIPMENT RENTAL	13.24
180300	HD FOWLER COMPANY	BRASS REDUCER, BUSHING	WATER DIST MAINS	40.98
180301	HOME DEPOT PRO	TRASH LINERS	CUSTODIAL SERVICES	177.05
	HOME DEPOT PRO	PAPER TOWELS	CUSTODIAL SERVICES	232.42
	HOME DEPOT PRO	TRASH LINERS	CUSTODIAL SERVICES	291.22
	HOME DEPOT PRO		CUSTODIAL SERVICES	442.63
	HOME DEPOT PRO	PAPER TOWELS	CUSTODIAL SERVICES	464.84
	HOME DEPOT PRO	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	1,865.14
180302	HUNTLEY, JORDAN	REFUND - MEN'S DOUBLES	PARKS-RECREATION	90.00
180303	INTERMOUNTAIN LOCK	PADLOCK	FACILITY MAINTENANCE	341.85
180304	INTERSTATE BATTERY	BATTERIES	ER&R	471.49
180305	IRON MOUNTAIN	GRAVEL	ROADWAY MAINTENANCE	1,240.23

**CITY OF MARYSVILLE
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180305	IRON MOUNTAIN	GRAVEL	STORM DRAINAGE	1,240.23
	IRON MOUNTAIN		SEWER MAIN COLLECTION	1,240.23
180306	JULZ ANIMAL HOUZ	SUPPLIES - MOLLY	POLICE ADMINISTRATION	23.95
	JULZ ANIMAL HOUZ	K9 SUPPLIES	K9 PROGRAM	25.68
	JULZ ANIMAL HOUZ	K9 FOOD SUPPLIES	K9 PROGRAM	25.89
180307	KALLICOTT, MATTHEW	REIMBURSEMENT - TEST FEE	UTIL ADMIN	125.00
	KALLICOTT, MATTHEW	REIMBURSEMENT - CERTIFICATION FEE	UTIL ADMIN	807.00
180308	KENWORTH NORTHWEST	CREDIT FOR INV 15576659	EQUIPMENT RENTAL	-916.44
	KENWORTH NORTHWEST	HOSE CLAMPS - J035	EQUIPMENT RENTAL	95.68
	KENWORTH NORTHWEST	GASKETS, CLAMP, SENSOR - J031	EQUIPMENT RENTAL	9,914.67
180309	KHANNA, RISHI	REFUND - MEN'S DOUBLES	PARKS-RECREATION	90.00
180310	KIMBLE, JEHRAD	UB REFUND	WATER/SEWER OPERATION	317.53
180311	KITSAP TRACTOR	MOWER SPINDLE BELT - W019	EQUIPMENT RENTAL	23.34
180312	KORTEKAAS, RON	UB REFUND	WATER/SEWER OPERATION	239.74
180313	LASTING IMPRESSIONS	UNIFORMS	OFFICE OPERATIONS	1,064.67
180314	LAWSON PRODUCTS, INC	HEX CAP SCREWS	TRANSPORTATION	20.84
180315	LES SCHWAB TIRE CTR	ALIGNMENT - P198	EQUIPMENT RENTAL	131.27
	LES SCHWAB TIRE CTR	TIRES	ER&R	579.78
	LES SCHWAB TIRE CTR		ER&R	1,159.55
	LES SCHWAB TIRE CTR		ER&R	1,892.60
	LES SCHWAB TIRE CTR	TIRES - J068	EQUIPMENT RENTAL	2,734.54
180316	LEXISNEXIS RISK	INVESTIGATIVE TOOLS	POLICE INVESTIGATION	216.40
180317	LOW, KEN	REFUND - MEN'S DOUBLES	PARKS-RECREATION	90.00
180318	LYONS, ROSS		PARKS-RECREATION	90.00
180319	MARTINEZ, CHRIS		PARKS-RECREATION	90.00
180320	MARYFEST	REIMBURSEMENT - HOTEL/MOTEL	HOTEL/MOTEL TAX	60,000.00
180321	MCKESSON MEDICAL	JAIL SUPPLIES	DETENTION & CORRECTION	77.58
180322	MONTEITH, DANNY	UB REFUND	WATER/SEWER OPERATION	97.89
180323	NAPA AUTO PARTS	OIL FILTER - P228	EQUIPMENT RENTAL	4.26
	NAPA AUTO PARTS	FUEL/AIR FILTER - P899	EQUIPMENT RENTAL	54.15
	NAPA AUTO PARTS	LAWNMOWER AIR FILTERS - W019	EQUIPMENT RENTAL	59.29
180324	NATIONAL BARRICADE	STREET SIGNS	TRANSPORTATION	2,549.94
180325	NC MACHINERY	EQUIPMENT RENTAL	STORM DRAINAGE	5,872.59
180326	NELSON-REISNER	HYDRAULIC OIL	ER&R	1,249.83
180327	OCCUPATIONAL HEALTH	CDL EXAM	SOLID WASTE OPERATIONS	136.00
180328	ODP BUSINESS SOLUTION	PAPER	LEGAL-GENL	60.63
	ODP BUSINESS SOLUTION		CITY CLERK	60.64
	ODP BUSINESS SOLUTION		LEGAL - PROSECUTION	60.64
180329	OREILLY AUTO PARTS	CREDIT FOR INV 2843-381485	EQUIPMENT RENTAL	-139.31
	OREILLY AUTO PARTS	CREDIT FOR INV 2843-382753	EQUIPMENT RENTAL	-120.34
	OREILLY AUTO PARTS	CREDIT FOR INV 2843-387540	EQUIPMENT RENTAL	-24.07
	OREILLY AUTO PARTS	DEF - J053	EQUIPMENT RENTAL	21.86
	OREILLY AUTO PARTS	THERMOSTAT/GASKET - J008	EQUIPMENT RENTAL	24.65
	OREILLY AUTO PARTS	PURGE SOLENOID - 237	EQUIPMENT RENTAL	56.98
	OREILLY AUTO PARTS	PURGE VALVE - 237	EQUIPMENT RENTAL	99.25
	OREILLY AUTO PARTS	FAN CLUTCH - J008	EQUIPMENT RENTAL	120.36
	OREILLY AUTO PARTS	SERPENTINE BELT - J031	EQUIPMENT RENTAL	146.14
	OREILLY AUTO PARTS	BATTERY - M031	EQUIPMENT RENTAL	153.00
	OREILLY AUTO PARTS	BRACKETED CALIPERS - J008	EQUIPMENT RENTAL	259.54
	OREILLY AUTO PARTS	BRAKE PAD, ROTORS - J008	EQUIPMENT RENTAL	363.25
	OREILLY AUTO PARTS	RADIATOR, WATER PUMP, FAN - J008	EQUIPMENT RENTAL	593.04
180330	OWEN EQUIPMENT	AIR CYLINDER - H008	EQUIPMENT RENTAL	452.06

**CITY OF MARYSVILLE
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180331	PACIFIC PLUMBING	RESTROOM REPAIR PARTS	PARK & RECREATION FAC	39.38
	PACIFIC PLUMBING		PARK & RECREATION FAC	482.33
180332	PACIFIC POWER BATTER	BATTERIES	WASTE WATER TREATMENT	16.21
	PACIFIC POWER BATTER	BATTERY	FACILITY MAINTENANCE	29.14
	PACIFIC POWER BATTER	CORE CHARGE FOR BATTERY	WATER RESERVOIRS	46.82
	PACIFIC POWER BATTER	BATTERIES	SEWER LIFT STATION	327.76
180333	PAPE MACHINERY	MOWER BELT - W024	EQUIPMENT RENTAL	444.44
180334	PERTEET ENGINEERING	PROFESSIONAL SERVICE	UTILITY CONSTRUCTION	5,173.18
180335	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	31.44
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	57.22
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	132.27
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	146.57
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	186.58
	PETROCARD SYSTEMS		ENGR-GENL	200.42
	PETROCARD SYSTEMS		COMMUNITY	208.70
	PETROCARD SYSTEMS		PARK & RECREATION FAC	3,633.27
	PETROCARD SYSTEMS		GENERAL	4,984.47
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,605.86
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	8,055.47
	PETROCARD SYSTEMS		POLICE PATROL	10,010.73
180336	PFEIFFER, CAROL E	UB REFUND	WATER/SEWER OPERATION	49.74
180337	PH CONSULTING LLC	PROFESSIONAL SERVICE	GMA - STREET	3,826.25
180338	PLATT ELECTRIC	AERATOR CABINET PARTS	WASTE WATER TREATMENT	70.26
	PLATT ELECTRIC	ELECTRONIC CABLES	SUNNYSIDE FILTRATION	286.93
	PLATT ELECTRIC	WIRE	WASTE WATER TREATMENT	559.22
	PLATT ELECTRIC		SOURCE OF SUPPLY	559.22
	PLATT ELECTRIC	AERATOR PARTS	WASTE WATER TREATMENT	1,060.95
	PLATT ELECTRIC	UV PARTS	WASTE WATER TREATMENT	1,599.36
180339	POLICE & SHERIFFS	ID CARDS	GENERAL FUND	-1.88
	POLICE & SHERIFFS		POLICE PATROL	21.88
180340	PREMIER GOLF CENTERS	MANAGEMENT SERVICE - GOLF	GOLF ADMINISTRATION	11,009.63
180341	PROCOM LLC	PRE-EMPLOYMENT DRUG TEST	PARK & RECREATION FAC	72.00
180342	PUBLIC SAFETY TESTIN	TESTING/ADD-ON FEES	DETENTION & CORRECTION	355.00
	PUBLIC SAFETY TESTIN		POLICE ADMINISTRATION	1,611.00
180343	PUD	ACCT #205136245	SEWER LIFT STATION	24.21
	PUD	ACCT #202461026	MAINT OF GENL PLANT	52.37
	PUD	ACCT #202011813	PUMPING PLANT	56.96
	PUD	ACCT # 224101675	ROADWAY MAINTENANCE	57.79
	PUD	ACCT #220681340	STORM DRAINAGE	58.79
	PUD	ACCT #205195373	PARK & RECREATION FAC	61.69
	PUD	ACCT #200973956	SEWER LIFT STATION	64.68
	PUD	ACCT #200448801	TRANSPORTATION	88.66
	PUD	ACCT #203199732	TRANSPORTATION	92.92
	PUD	ACCT #202303301	SEWER LIFT STATION	93.92
	PUD	ACCT #222664310	TRANSPORTATION	94.89
	PUD	ACCT #200625382	SEWER LIFT STATION	95.10
	PUD	ACCT #203430897	STREET LIGHTING	99.42
	PUD	ACCT #201628880	WASTE WATER TREATMENT	101.00
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	107.03
	PUD	ACCT #222664740	TRANSPORTATION	113.73
	PUD	ACCT # 222772634	TRANSPORTATION	115.68
	PUD	ACCT #222663973	TRANSPORTATION	132.22

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/24/2025 TO 9/24/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
180343	PUD	ACCT #221115934	MAINT OF GENL PLANT	133.18
	PUD	ACCT #205419765	NON-DEPARTMENTAL	149.08
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	235.24
	PUD	ACCT #201247699	STREET LIGHTING	258.09
	PUD	ACCT #220824148	WASTE WATER TREATMENT	408.26
	PUD	ACCT #201675634	WASTE WATER TREATMENT	417.75
	PUD	ACCT #201587284	WASTE WATER TREATMENT	723.42
	PUD	ACCT #202177333	MAINT OF GENL PLANT	758.45
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,239.97
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	2,799.27
	PUD	ACCT #201420635	WASTE WATER TREATMENT	11,441.94
	PUD	ACCT #202075008	WASTE WATER TREATMENT	14,652.38
	PUD	ACCT #201721180	WASTE WATER TREATMENT	29,239.11
180344	PUD	METER/TRANSFORMER FEE	GMA-PARKS	16,063.67
180345	RAILEY, SHERYL	UB REFUND	WATER/SEWER OPERATION	28.80
180346	RAY ALLEN MANUFACTURE	K9 SUPPLIES	K9 PROGRAM	87.50
180347	RAYEVICH, KRISTINE	UB REFUND	WATER/SEWER OPERATION	181.02
180348	REECE TRUCKING	DUMP CLEAN ASPHALT	ROADWAY MAINTENANCE	183.90
	REECE TRUCKING		ROADWAY MAINTENANCE	197.52
	REECE TRUCKING	DUMP CONCRETE	ROADWAY MAINTENANCE	220.92
	REECE TRUCKING	CRUSHED ASPHALT	ROADWAY MAINTENANCE	999.12
	REECE TRUCKING	ASPHALT	WATER SERVICE INSTALL	1,092.41
180349	REECE TRUCKING	PATH IMPROVEMENTS	GMA - STREET	491,129.77
180350	REICHHARDT & EBE ENG	INTERSECTION/PATH IMPROVEMENT	GMA - STREET	1,011.21
	REICHHARDT & EBE ENG		GMA - STREET	22,798.13
180351	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	433.32
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	11,818.98
180352	RIKER, DAVID	UB REFUND	WATER/SEWER OPERATION	153.79
180353	SAGE MARYSVILLE 1 LL	UB REFUND	WATER/SEWER OPERATION	2,489.02
180354	SANMIGUEL, SHELLEY	TRAINING	PRO ACT TEAM	102.00
	SANMIGUEL, SHELLEY		PRO ACT TEAM	252.00
180355	SATHER FARMS LLC	REFUND - TRAFFIC IMPACT FEE ERROR	ECONOMIC ENVIRONMENT	6,300.00
	SATHER FARMS LLC		ECONOMIC ENVIRONMENT	6,300.00
	SATHER FARMS LLC		ECONOMIC ENVIRONMENT	6,300.00
180356	SERVICE ELECTRIC COM	RELEASE OF RETAINAGE	GENERAL FUND	3,828.30
180357	SHERWIN WILLIAMS	PAINT	SEWER LIFT STATION	116.78
	SHERWIN WILLIAMS		PARK & RECREATION FAC	116.98
180358	SISKUN POWER EQUIPMENT	GASKET SET - 299	EQUIPMENT RENTAL	20.40
	SISKUN POWER EQUIPMENT	AIR FILTER KIT - 599	EQUIPMENT RENTAL	27.98
	SISKUN POWER EQUIPMENT		EQUIPMENT RENTAL	83.94
	SISKUN POWER EQUIPMENT	EQUIPMENT 299 SWITCH	EQUIPMENT RENTAL	215.14
180359	SNO CO PUBLIC WORKS	EMERGENCY SIGNAL REPAIRS	TRANSPORTATION	798.48
180360	SNO CO PUBLIC WORKS	WATER QUALITY SERVICES	STORM DRAINAGE	818.42
180361	SONITROL	SECURITY SYSTEM UPGRADE	UTIL ADMIN	1,711.02
	SONITROL	LIFE SAFETY REPAIRS	PARK & RECREATION FAC	2,408.99
180362	SOUND PUBLISHING	NOA PA25-0020	COMMUNITY	61.92
	SOUND PUBLISHING	NOA PA25-0021	COMMUNITY	89.44
	SOUND PUBLISHING	NOA PA25-0022	COMMUNITY	94.72
180363	SOUND PUBLISHING	ADVERTISING	COMMUNITY	56.88
180364	SOUND SAFETY	UNIFORM - STROPE	UTIL ADMIN	197.79
	SOUND SAFETY		UTIL ADMIN	225.28
	SOUND SAFETY	UNIFORM - GESSNER	UTIL ADMIN	234.98

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/24/2025 TO 9/24/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
180364	SOUND SAFETY	UNIFORM - LANGDON	GENERAL	250.00
	SOUND SAFETY	UNIFORM - RUDDELL	UTIL ADMIN	250.00
180365	SPRAGUE PEST SOLUTION	EXTERIOR RODENT SERVICE	SOLID WASTE OPERATIONS	84.24
	SPRAGUE PEST SOLUTION		MAINT OF GENL PLANT	84.24
	SPRAGUE PEST SOLUTION		SOLID WASTE OPERATIONS	90.13
	SPRAGUE PEST SOLUTION		MAINT OF GENL PLANT	90.14
	SPRAGUE PEST SOLUTION	PEST CONTROL	DETENTION & CORRECTION	202.39
180366	SPRINGBROOK NURSERY	VEGETATION DISPOSAL/DUMP	STORM DRAINAGE	32.00
	SPRINGBROOK NURSERY		STORM DRAINAGE	48.00
	SPRINGBROOK NURSERY		STORM DRAINAGE	64.00
	SPRINGBROOK NURSERY		STORM DRAINAGE	64.00
	SPRINGBROOK NURSERY		STORM DRAINAGE	96.00
	SPRINGBROOK NURSERY		STORM DRAINAGE	96.00
	SPRINGBROOK NURSERY		STORM DRAINAGE	128.00
180367	SUPERIOR RESTROOMS	PORTABLE RESTROOM RENTAL	RECREATION SERVICES	775.00
	SUPERIOR RESTROOMS	PORTABLE RESTROOM RENTAL	RECREATION SERVICES	1,040.00
180368	TERRA DYNAMICS, INC.	IRRIGATION REPLACEMENT - GOLF	GOLF CAPITAL OUTLAY	219,774.75
180369	THERMO-FLUIDS, INC.	DISPOSAL FEE FOR OIL FILTER	EQUIPMENT RENTAL	75.00
180370	TRAFFIC SAFETY SUPPL	ANCHORING SUPPLIES	TRANSPORTATION	5,485.04
180371	TRANSPORTATION	PROFESSIONAL SERVICE	GMA - STREET	10,342.41
180372	TRANSPORTATION DEPT	SR9/SR92 DEVELOPMENT	TRANSPORTATION	110.96
180373	TUNGATE, TROY	REFUND - MEN'S DOUBLES	PARKS-RECREATION	90.00
180374	TXLEY INC	LAUNDRY CONVERSION	DETENTION & CORRECTION	-17.73
	TXLEY INC	JAIL SUPPLIES	DETENTION & CORRECTION	628.89
	TXLEY INC		DETENTION & CORRECTION	657.41
180375	TYLERS CONCRETE SERV	REFUND - ROW PERMIT	COMMUNITY DEVELOPMENT	18.01
	TYLERS CONCRETE SERV		STREET-NON/BUS LIC &	667.00
180376	ULINE	WHEELED CART	DETENTION & CORRECTION	465.85
180377	VANN, RICARDO & REGI	UB REFUND	WATER/SEWER OPERATION	114.60
180378	VCA ANIMAL MEDICAL	VET VISIT	POLICE COMMUNITY	124.99
180379	VESTIS GROUP INC.	UNIFORM CLEANING/RENTALS	EQUIPMENT RENTAL	27.34
	VESTIS GROUP INC.		EQUIPMENT RENTAL	50.79
180380	VESTIS GROUP INC.	CUSTODIAL CLEANING RENTALS	CUSTODIAL SERVICES	45.00
	VESTIS GROUP INC.		CUSTODIAL SERVICES	45.00
	VESTIS GROUP INC.		CUSTODIAL SERVICES	45.00
	VESTIS GROUP INC.		CUSTODIAL SERVICES	180.01
	VESTIS GROUP INC.		CUSTODIAL SERVICES	180.01
	VESTIS GROUP INC.		CUSTODIAL SERVICES	180.01
180381	WAAUDIOLOGY SRVCS	AUDIOGRAM DATA ENTRY/REVIEW	PERSONNEL ADMINISTRATION	48.00
180382	WATCH SYSTEMS	MAILING	POLICE INVESTIGATION	256.85
180383	WATSON, SCOTT	REFUND - MEN'S DOUBLE	PARKS-RECREATION	90.00
180384	WESTERN MECHANICAL &	HVAC REPAIR	NON-DEPARTMENTAL	1,348.49
	WESTERN MECHANICAL &		UTIL ADMIN	6,519.46
180385	WET RABBIT EXPRESS	CAR WASHES	EQUIPMENT RENTAL	36.00
	WET RABBIT EXPRESS	Car Washing	EQUIPMENT RENTAL	144.00

WARRANT TOTAL: 2,137,051.17

REECE CONSTRUCTION COMPANY INITIATOR ERROR 180216 429,129.77

WARRANT TOTAL: \$1,707,921.40



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 13, 2025

SUBMITTED BY: Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: September 25, 2025, Payroll in the Amount of \$2,578,515.37
Paid by EFT Transaction Check Numbers 148353 through
148744 and Check Numbers 35874 through 35889

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 13, 2025

SUBMITTED BY: Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: October 01, 2025, Misc Payroll in the Amount of \$0 Paid by Check Number 35890 with Check Number 35315 Voided.

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 13, 2025

SUBMITTED BY: Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: October 1, 2025, Claims in the Amount of \$1,012,993.93 paid by EFT Transaction Check Numbers 180386 through 180389 and Check Numbers 180390 through 180520 with Check Numbers 179664, 179954, and 179975 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[100125.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 10/1/2025 TO 10/1/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
180386	ACH PREMIERA BLUE CROSS	CLAIMS PAID	MEDICAL CLAIMS	150,204.34
180387	ACH GOVERNMENT PORTFOLIO	3RD QTR 2025 - ADVISORY	FINANCE-GENL	7,450.00
180388	ACH BENEFIT COORDINATORS	PREMIUMS - OCT 2025	MEDICAL CLAIMS	178,125.60
180389	ACH LICENSING, DEPT OF	FIREARMS SECTION - CPLS	INTERGOVERNMENTAL	1,428.00
180390	911 SUPPLY INC.	NAME PLATES	POLICE PATROL	71.52
	911 SUPPLY INC.	UNIFORMS	DETENTION & CORRECTION	219.13
	911 SUPPLY INC.	UNIFORMS	POLICE PATROL	508.49
180391	A & A LANGUAGE SERV	INTERPRETER SERVICES	COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	181.20
	A & A LANGUAGE SERV		COURTS	207.50
	A & A LANGUAGE SERV		COURTS	208.20
	A & A LANGUAGE SERV		COURTS	209.90
	A & A LANGUAGE SERV		COURTS	209.90
	A & A LANGUAGE SERV		COURTS	213.40
	A & A LANGUAGE SERV		COURTS	213.40
	A & A LANGUAGE SERV		COURTS	213.40
	A & A LANGUAGE SERV		COURTS	216.20
	A & A LANGUAGE SERV		COURTS	231.15
	A & A LANGUAGE SERV		COURTS	382.50
	A & A LANGUAGE SERV		COURTS	405.20
180392	AI & ROBOTICS ACADEMY	INSTRUCTOR PAYMENT	RECREATION SERVICES	5,688.00
180393	ALEXANDER PRINTING	PRINTING SERVICE	EXECUTIVE ADMIN	376.87
180394	ANALYTICAL SERVICES	LAB ANALYSIS	WATER QUAL TREATMENT	728.00
180395	ANDERSON, KRISTEN	PROFESSIONAL SERVICE	MUNICIPAL COURTS	185.00
180396	AOC FINANCIAL SERVICE	REGISTRATION	MUNICIPAL COURTS	160.00
180397	ARAMSCO	PAINT TOTES	TRAFFIC CONTROL DEVICES	13,074.82
180398	BEACHY, BRAD	REFUND - PICKLEBALL	PARKS-RECREATION	75.00
	BEACHY, BRAD		PARKS-RECREATION	75.00
180399	BILLING DOCUMENT	BILL PRINTING	UTILITY BILLING	4,001.10
180400	BLAHO, ROBERT	INSTRUCTOR COURSE TRAINING	POLICE TRAINING-FIREARMS	170.00
180401	BOB BARKER COMPANY	GLOVES	DETENTION & CORRECTION	241.22
	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	835.99
180402	BOGGS, DARBI	HUMAN TRAFFICKING TRAINING	POLICE PATROL	102.00
	BOGGS, DARBI	WSNIA TRAINING	POLICE PATROL	252.00
180403	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	847.00
180404	BROWN, DARLENE		RECREATION SERVICES	288.00
180405	BRUNO, LORIE R	UB REFUND	WATER/SEWER OPERATION	150.05
180406	CANON FINANCIAL	GIS PLOTTER SUPPLIES	GIS SERVICES IS	267.80
180407	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	20,054.11
	CASCADE COLUMBIA		WASTE WATER TREATMENT	21,918.29
180408	CHAMPION BOLT	PRV LID BOLTS	WATER DIST MAINS	217.32
180409	CODE PUBLISHING	MUNICIPAL CODE-WEB UPDATE	CITY CLERK	359.93
180410	COLLINS, RON	UB REFUND	WATER/SEWER OPERATION	322.70
180411	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	727.25
180412	COPIERS NORTHWEST	PRINTER SERVICE	OFFICE OPERATIONS	25.40
	COPIERS NORTHWEST		FINANCE-GENL	25.40
	COPIERS NORTHWEST		POLICE PATROL	44.15
	COPIERS NORTHWEST		DETENTION & CORRECTION	44.15

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 10/1/2025 TO 10/1/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
180412	COPIERS NORTHWEST	PRINTER SERVICE	MUNICIPAL COURTS	47.24
	COPIERS NORTHWEST		POLICE COMMUNITY	52.88
	COPIERS NORTHWEST		DETENTION & CORRECTION	60.31
	COPIERS NORTHWEST		PROBATION	84.49
	COPIERS NORTHWEST		PROPERTY TASK FORCE	87.84
	COPIERS NORTHWEST		WASTE WATER TREATMENT	89.42
	COPIERS NORTHWEST		GENERAL	109.63
	COPIERS NORTHWEST		UTIL ADMIN	109.63
	COPIERS NORTHWEST		ENGR-GENL	162.34
	COPIERS NORTHWEST		COMPUTER SERVICES	162.34
	COPIERS NORTHWEST		FINANCE-GENL	162.34
	COPIERS NORTHWEST		COMMUNITY	172.74
	COPIERS NORTHWEST		UTILITY BILLING	172.74
	COPIERS NORTHWEST		RECREATION SERVICES	229.60
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	230.74
	COPIERS NORTHWEST		POLICE PATROL	242.19
	COPIERS NORTHWEST		WASTE WATER TREATMENT	243.77
	COPIERS NORTHWEST		DETENTION & CORRECTION	245.07
	COPIERS NORTHWEST		UTIL ADMIN	246.17
	COPIERS NORTHWEST		MUNICIPAL COURTS	250.82
	COPIERS NORTHWEST		POLICE INVESTIGATION	262.27
	COPIERS NORTHWEST		LEGAL - PROSECUTION	263.09
	COPIERS NORTHWEST		EXECUTIVE ADMIN	291.18
	COPIERS NORTHWEST		POLICE INVESTIGATION	294.00
	COPIERS NORTHWEST		UTIL ADMIN	319.31
	COPIERS NORTHWEST		RECREATION SERVICES	344.49
	COPIERS NORTHWEST		OFFICE OPERATIONS	590.15
180413	COSTLESS SENIOR SERVICE	INMATE MEDICATION	DETENTION & CORRECTION	460.39
180414	COUNTRY SUPPLIER	CREDIT FOR INV 002742/51	SOLID WASTE OPERATIONS	-47.24
	COUNTRY SUPPLIER	UNIFORM - ASHE	SOLID WASTE OPERATIONS	120.40
	COUNTRY SUPPLIER	UNIFORM - MALLAHAN	UTIL ADMIN	166.29
	COUNTRY SUPPLIER	UNIFORM - ASHE	SOLID WASTE OPERATIONS	445.13
180415	CPF ALPINE RECOVERY	CARE ASSESSMENT	EMBEDDED SOCIAL WORKER	700.00
180416	CRYSTAL SPRINGS	WATER COOLER RENTAL	SEWER MAIN COLLECTION	9.84
	CRYSTAL SPRINGS		WASTE WATER TREATMENT	140.46
	CRYSTAL SPRINGS	WATER SERVICE	RECREATION SERVICES	153.04
180417	DATEC, INC	SUPPLIES	POLICE PATROL	1,121.35
180418	DE-EL ENTERPRISES	BLINDS FOR BREAKROOM	POLICE PATROL	1,569.89
180419	DEGROOTE, BEN	REFUND - ROW PERMIT	GENL FUND-OTHER MISC REV	40.00
180420	DOUGLAS, LEE	EYE GLASS FRAMES	POLICE ADMINISTRATION	200.00
180421	DUNLAP INDUSTRIAL	CHAINS	SEWER LIFT STATION	714.88
180422	E&E LUMBER	DEGREASER, FUNNEL, CLEANER	PARK & RECREATION FAC	39.09
	E&E LUMBER	AIR GAP FABRICATION/INSTALL	WATER DIST MAINS	144.31
180423	ELECTRONIC BUSINESS	GIS PLOTTER SUPPLIES	GIS SERVICES IS	38.29
180424	ENTERPRISE FM TRUST	LEASE CHARGE	EQUIPMENT RENTAL	20,683.11
180425	EWING IRRIGATION	SOCCER PAINT	RECREATION SERVICES	2,160.19
180426	FAMILY PET MEDICAL	VET SERVICE	K9 PROGRAM	78.15
	FAMILY PET MEDICAL		K9 PROGRAM	155.45
	FAMILY PET MEDICAL		K9 PROGRAM	217.08
180427	FELDMAN & LEE P.S.	PUBLIC DEFENSE CONTRACT	PUBLIC DEFENSE	9,450.00
	FELDMAN & LEE P.S.		PUBLIC DEFENSE	53,550.00
180428	FIGUEROA, JESSICA	REFUND - PICKLEBALL	PARKS-RECREATION	75.00

**CITY OF MARYSVILLE
INVOICE LIST**

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180429	FOUND THERAPY SERVICE	THERAPIST VISIT	POLICE ADMINISTRATION	2,743.82
180430	FOX, CASSIE	INSTRUCTOR PAYMENT	RECREATION SERVICES	115.20
180431	GALLS, LLC	UNIFORMS	POLICE PATROL	36.63
	GALLS, LLC		POLICE PATROL	36.63
	GALLS, LLC		POLICE PATROL	36.63
	GALLS, LLC		POLICE PATROL	237.12
	GALLS, LLC	VEST	POLICE PATROL	2,004.71
	GALLS, LLC	VESTS	POLICE PATROL	2,004.71
180432	GEISE, DONNA	INSTRUCTOR PAYMENT	RECREATION SERVICES	168.00
180433	GMP CONSULTANTS	COMMUNITY DIRECTOR	COMMUNITY	6,500.00
	GMP CONSULTANTS	INTERIM CD DIRECTOR	COMMUNITY	10,049.70
180434	GRACE ACADEMY	REFUND - STRAWBERRY FIELDS	PARKS-RECREATION	60.00
180435	GRAYBAR ELECTRIC CO	STREET LIGHT REPAIR	STREET LIGHTING	7,690.82
180436	GUARDIAN RFID	JAIL SUPPLIES	DETENTION & CORRECTION	17.10
180437	GUNDERSON, JARL	LEOFF 1 PREMIUMS	POLICE ADMINISTRATION	740.00
180438	GUPTA, PREMCHAND	INTERPRETER SERVICE	COURTS	300.00
180439	HANSEN, PETER	REFUND - MEN'S DOUBLES	PARKS-RECREATION	90.00
180440	HENLEY, LAURA	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,983.00
180441	HENRY, NICOLE	REFUND - JENNINGS BARN RENTAL	GENERAL FUND	140.00
180442	HINOJOSA, GLENN	REFUND - MEN'S DOUBLES	PARKS-RECREATION	90.00
180443	HOMAGE SENIOR	MINOR HOME REPAIRS	COMMUNITY	9,180.74
180444	HORNUNG, CHRIS	REIMBURSEMENT - NILEAGE/LUNCH	PROBATION	96.14
180445	HUNT, HAILEY	REFUND - DEPOSIT OPERA HOUSE	GENERAL FUND	250.00
180446	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	187.50
	HYLARIDES, LETTIE		COURTS	187.50
180447	INTRADO LIFE & SAFET	E911 SERVICE	COMPUTER SERVICES	550.00
180448	JOHNSON, ALLISON	REFUND - SOCCER	PARKS-RECREATION	97.00
180449	JOHNSON, ANNETTE	REFUND - WEDDING DEPOSIT	GENERAL FUND	500.00
180450	JULZ ANIMAL HOUZ	K9 FOOD	K9 PROGRAM	28.50
	JULZ ANIMAL HOUZ		K9 PROGRAM	34.52
180451	KANEHEN, GREGORY	CHAPLAIN STIPEND	POLICE ADMINISTRATION	750.00
180452	KELLER WILLIAMS REAL	REFUND - DEPOSIT OPERA HOUSE	GENERAL FUND	250.00
180453	KINGS RENOVATIONS	HYDRANT METER/USAGE FEE	WATER-UTILITIES/ENVIRONME	-50.00
	KINGS RENOVATIONS		WATER/SEWER OPERATION	1,150.00
180454	KUMEROW, PATRICIA M	UB REFUND	WATER/SEWER OPERATION	114.57
180455	KUNG FU 4 KIDS	INSTRUCTOR PAYMENT	RECREATION SERVICES	98.00
180456	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MITIGATION FEES	54,920.00
180457	LEWIS, BENJAMIN & MI	UB REFUND	WATER/SEWER OPERATION	70.00
180458	LOBROW, LIDIA	REFUND - FOOT CARE APT.	PARKS-RECREATION	45.00
180459	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	61.61
180460	MANGUNE, ULYSSES L	INTERPRETER SERVICE	COURTS	130.00
180461	MARYSVILLE DENTAL CL	UB REFUND	WATER/SEWER OPERATION	942.33
180462	MARYSVILLE, CITY OF	4123 71 ST NE	SUNNYSIDE FILTRATION	124.13
	MARYSVILLE, CITY OF	4020 71 AVE NE	SUNNYSIDE FILTRATION	328.98
180463	MCNAMAR, NANCY	UB REFUND	WATER/SEWER OPERATION	107.70
180464	MISQUEZ, SAMUEL & SA	UB REFUND	WATER/SEWER OPERATION	233.51
180465	MITZEL, DON	HYDRANT METER/USAGE FEE	WATER-UTILITIES/ENVIRONME	-92.00
	MITZEL, DON		WATER/SEWER OPERATION	1,150.00
180466	MOUNT, HERMAN	LEOFF PREMIUMS	POLICE ADMINISTRATION	1,110.00
180467	NAVIA BENEFIT	PARTICIPANT FEE	PERSONNEL ADMINISTRATION	262.30
180468	NIGUDGI, CHETAN	REFUND - MEN'S DOUBLES	PARKS-RECREATION	90.00
180469	NORTH COAST ELECTRIC	ROCKWELL	WASTE WATER TREATMENT	1,448.85

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 10/1/2025 TO 10/1/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
180470	NORTH SOUND MEDIA	MARKETING	HOTEL/MOTEL PARKS	10.00
180471	NORTHWESTERN AUTO	BODY DAMAGE REPAIR - P230	EQUIPMENT RENTAL	41,125.24
180472	OATES, DEREK	CAREER FAIRS	POLICE TRAINING-FIREARMS	170.00
	OATES, DEREK	K9 SELECTION	POLICE PATROL	238.00
180473	OMIGA SOLUTIONS LLC	PROFESSIONAL SERVICE	PROBATION	2,000.00
180474	PANGEO INC	HYDRANT METER RENTAL/FEE	WATER-UTILITIES/ENVIRONME	-50.00
	PANGEO INC		WATER/SEWER OPERATION	1,150.00
180475	PAST, BRADLEY	UB REFUND	WATER/SEWER OPERATION	326.15
180476	PENNINGTON, JOANIE	UB REFUND	WATER/SEWER OPERATION	189.12
180477	PETROCARD SYSTEMS	FUEL CONSUMED	FACILITY MAINTENANCE	42.56
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	55.84
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	181.97
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	200.30
	PETROCARD SYSTEMS		COMMUNITY	287.25
	PETROCARD SYSTEMS		PARK & RECREATION FAC	3,573.59
	PETROCARD SYSTEMS		GENERAL	4,922.90
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	7,534.39
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	8,044.26
	PETROCARD SYSTEMS		POLICE PATROL	10,394.51
180478	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	MAINTENANCE	41.55
	PGC INTERBAY LLC		GOLF ADMINISTRATION	144.00
	PGC INTERBAY LLC		MAINTENANCE	227.88
	PGC INTERBAY LLC		MAINTENANCE	929.43
	PGC INTERBAY LLC		GOLF ADMINISTRATION	1,035.87
	PGC INTERBAY LLC		MAINTENANCE	1,131.86
	PGC INTERBAY LLC		MAINTENANCE	2,406.80
	PGC INTERBAY LLC		GOLF COURSE	11,093.47
	PGC INTERBAY LLC		MAINTENANCE	12,000.90
	PGC INTERBAY LLC	MAINTENANCE/PROSHOP	PRO-SHOP	17,748.54
	PGC INTERBAY LLC		MAINTENANCE	18,589.08
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	19,519.26
	PGC INTERBAY LLC		MAINTENANCE	21,070.17
180479	PHAM, JOSEPH	INTERPRETER SERVICE	COURTS	176.60
180480	PRICE, TOVE & PAUL	UB REFUND	WATER/SEWER OPERATION	103.29
180481	PROVIDENCE EVERETT M	INMATE EMERGENCY CARE	DETENTION & CORRECTION	1,763.50
	PROVIDENCE EVERETT M		DETENTION & CORRECTION	6,294.61
180482	PUBLIC SAFETY SELECT	PRE-EMPLOYMENT	POLICE ADMINISTRATION	1,600.00
180483	PUD	ACCT #223806431	SEWER LIFT STATION	10.71
	PUD	ACCT #221192545	SOURCE OF SUPPLY	51.53
	PUD	ACCT #202012589	PARK & RECREATION FAC	53.38
	PUD	ACCT #202461034	UTIL ADMIN	55.64
	PUD	ACCT #200998532	PARK & RECREATION FAC	56.06
	PUD	ACCT #222871949	PARK & RECREATION FAC	57.12
	PUD	ACCT #223919549	STREET LIGHTING	57.47
	PUD	ACCT #204933311	PUMPING PLANT	57.79
	PUD	ACCT #202476438	SEWER LIFT STATION	59.52
	PUD	ACCT #220761803	OPERA HOUSE	60.93
	PUD	ACCT #201672136	SEWER LIFT STATION	62.53
	PUD	ACCT #201668043	PARK & RECREATION FAC	67.35
	PUD	ACCT #202178158	SEWER LIFT STATION	68.27
	PUD	ACCT #202791166	PUMPING PLANT	70.31
	PUD	ACCT #201610185	TRANSPORTATION	71.22

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 10/1/2025 TO 10/1/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
180483	PUD	ACCT #202524690	PUMPING PLANT	72.19
	PUD	ACCT #202794657	TRANSPORTATION	78.51
	PUD	ACCT #203005160	STREET LIGHTING	78.63
	PUD	ACCT #202557450	STREET LIGHTING	82.59
	PUD	ACCT #223945742	TRAFFIC CONTROL DEVICES	83.86
	PUD	ACCT #202694337	TRANSPORTATION	85.35
	PUD	ACCT #200571842	TRANSPORTATION	85.58
	PUD	ACCT #202102190	TRANSPORTATION	86.54
	PUD	ACCT #202368551	PARK & RECREATION FAC	88.01
	PUD	ACCT #202288585	TRANSPORTATION	89.05
	PUD	ACCT #202368536	TRANSPORTATION	89.94
	PUD	ACCT #202140489	TRANSPORTATION	90.34
	PUD	ACCT #200869303	TRANSPORTATION	92.07
	PUD	ACCT #220792733	STREET LIGHTING	92.64
	PUD	ACCT #223514563	TRANSPORTATION	92.83
	PUD	ACCT #200827277	TRANSPORTATION	93.44
	PUD	ACCT #223735101	STREET LIGHTING	96.82
	PUD	ACCT #202368544	TRANSPORTATION	99.25
	PUD	ACCT #223154923	STREET LIGHTING	99.28
	PUD	ACCT #202143111	TRANSPORTATION	103.10
	PUD	ACCT #200084036	TRANSPORTATION	105.96
	PUD	ACCT #203231006	TRANSPORTATION	108.50
	PUD	ACCT #202689105	WASTE WATER TREATMENT	114.01
	PUD	ACCT #223764663	SEWER LIFT STATION	115.67
	PUD	ACCT #201670890	TRANSPORTATION	117.63
	PUD	ACCT #202000329	PARK & RECREATION FAC	122.52
	PUD	ACCT #202490637	SEWER LIFT STATION	122.59
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	132.53
	PUD	ACCT #202572327	STREET LIGHTING	133.75
	PUD	ACCT #220298624	STREET LIGHTING	135.87
	PUD	ACCT #202463543	SEWER LIFT STATION	138.01
	PUD	ACCT #202294336	STREET LIGHTING	139.04
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	140.08
	PUD	ACCT #203223458	PARK & RECREATION FAC	141.30
	PUD	ACCT #224248013	STREET LIGHTING	143.55
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	145.08
	PUD	ACCT #201021698	PARK & RECREATION FAC	155.37
	PUD	ACCT #200070449	TRANSPORTATION	162.04
	PUD	ACCT #220731285	STREET LIGHTING	174.90
	PUD	ACCT #200084150	TRANSPORTATION	175.78
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	181.18
	PUD	ACCT #202030078	TRANSPORTATION	182.07
	PUD	ACCT #202499489	PARK & RECREATION FAC	216.57
	PUD	ACCT #201065281	PARK & RECREATION FAC	221.25
	PUD	ACCT #201021607	PARK & RECREATION FAC	239.40
	PUD	ACCT #223521238	STORM DRAINAGE	283.80
	PUD	ACCT #221100092	GMA - STREET	293.04
	PUD	ACCT #222025900	PUMPING PLANT	312.35
	PUD	ACCT #220761175	OPERA HOUSE	315.97
	PUD	ACCT #202689287	WASTE WATER TREATMENT	695.51
	PUD	ACCT #200586485	SEWER LIFT STATION	728.95
	PUD	ACCT #200223857	PARK & RECREATION FAC	1,166.35

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 10/1/2025 TO 10/1/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
180483	PUD	ACCT #223505728	NON-DEPARTMENTAL	2,252.45
	PUD	ACCT #201147253	PUMPING PLANT	2,614.11
	PUD	ACCT #200303477	WATER FILTRATION PLANT	3,125.90
	PUD	ACCT #223003021	NON-DEPARTMENTAL	9,134.25
180484	PUD	DEERING WILDFLOWER	PARK & RECREATION FAC	99.24
180485	RATANA ROSA SHURTZ	INSTRUCTOR PAYMENT	RECREATION SERVICES	102.00
180486	RAY ALLEN MANUFACTURE	CREDIT FOR K9 SUPPLIES	K9 PROGRAM	-1,595.99
	RAY ALLEN MANUFACTURE	K9 SUPPLIES	K9 PROGRAM	344.59
	RAY ALLEN MANUFACTURE		K9 PROGRAM	1,576.14
180487	REDWOOD TOXICOLOGY	PROFESSIONAL SERVICE	PROBATION	52.76
180488	RUDELL, MICHAEL	REIMBURSEMENT - CERTIFICATE FEE	WATER DIST MAINS	136.00
180489	SALVATION ARMY MARYS	REFUND - RENTAL OF OPERA HOUSE	GENERAL FUND	250.00
180490	SANMIGUEL, TARALEE	K9 SELECTION	POLICE PATROL	238.00
180491	SHI INTERNATIONAL	SUBSCRIPTION	CITY CLERK	109,755.36
180492	SIADAK, CARRIE	INSTRUCTOR PAYMENT	RECREATION SERVICES	108.00
180493	SMITH, BRAD	REIMBURSEMENT - FUEL	POLICE PATROL	52.32
	SMITH, BRAD	K9 SELECTION	POLICE PATROL	238.00
180494	SNO CO CORRECTIONS	INMATE MEDICAL/SERVICE CREDIT	DETENTION & CORRECTION	-363.36
	SNO CO CORRECTIONS	INMATE HOUSING	DETENTION & CORRECTION	32,448.13
180495	SNO CO PUBLIC WORKS	SERVICE - P222	EQUIPMENT RENTAL	9,854.24
180496	SNOOK, MICHAEL	REFUND - BABY SHOWER DEPOSIT	PARKS-RECREATION	140.00
180497	SOUND PUBLISHING	CITY ORDINANCES 3361	CITY CLERK	31.08
	SOUND PUBLISHING	SUMMONS BY PUBLICATION	GMA - STREET	402.48
180498	SPRAGUE PEST SOLUTION	PEST CONTROL	POLICE PATROL	120.34
	SPRAGUE PEST SOLUTION		POLICE PATROL	150.43
180499	SPRINGBROOK NURSERY	CRUSHED ROCK	STORM DRAINAGE	453.33
	SPRINGBROOK NURSERY		SEWER MAIN COLLECTION	453.33
	SPRINGBROOK NURSERY		ROADWAY MAINTENANCE	453.34
180500	STRAWBERRY LANES	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,439.90
180501	SULLIVAN, EMILY	REFUND - GAME CREATION	PARKS-RECREATION	80.00
180502	SUN BADGE CO	BADGES	GENERAL FUND	-142.60
	SUN BADGE CO		POLICE ADMINISTRATION	1,659.71
180503	SUPERIOR RESTROOMS	PORTABLE RESTROOMS	WATER DIST MAINS	71.11
	SUPERIOR RESTROOMS		PARK & RECREATION FAC	935.00
180504	SWITZER, ERIC & KAMI	UB REFUND	WATER/SEWER OPERATION	477.60
180505	THOMSON REUTERS	WA LAW - SUBSCRIPTION	MUNICIPAL COURTS	1,833.56
	THOMSON REUTERS	HANDBOOK - SUBSCRIPTION	MUNICIPAL COURTS	2,371.80
180506	TRIVETT, MARK A	PROFESSIONAL SERVICE	MUNICIPAL COURTS	370.00
180507	ULINE	JAIL SUPPLIES	DETENTION & CORRECTION	798.66
180508	UNIVAR SOLUTIONS USA	HYPO DELIVERY	WATER QUAL TREATMENT	1,451.94
	UNIVAR SOLUTIONS USA		WATER FILTRATION PLANT	1,577.85
	UNIVAR SOLUTIONS USA		WASTE WATER TREATMENT	6,695.28
180509	USA BLUEBOOK	LAB SUPPLIES	WASTE WATER TREATMENT	24.61
	USA BLUEBOOK		WASTE WATER TREATMENT	135.85
180510	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	241.30
180511	WAINWRIGHT, RICHARD	UB REFUND	WATER/SEWER OPERATION	812.94
180512	WASTE MANAGEMENT	SPECIAL SOLID WASTE SERVICE	WASTE WATER TREATMENT	3,060.65
180513	WAXIE SANITARY SUPPL	TRASH BAGS	PARK & RECREATION FAC	1,329.08
180514	WEISER, LISA D	INSTRUCTOR PAYMENT	RECREATION SERVICES	307.80
180515	WESTERN SYSTEMS	INSTALLATION MATERIALS	TRANSPORTATION	12,695.58
180516	WILSON, JEFF	MILEAGE	COMMUNITY	1,758.51
180517	WISEMAN, GARRETT	CAREER FAIR	POLICE TRAINING-FIREARMS	170.00

DATE: 10/2/2025
TIME: 9:08:08AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/1/2025 TO 10/1/2025

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
180518	WLS LIGHTING	STREET LIGHT REPLACEMENT	STREET LIGHTING	10,843.00
180519	ZIPLY FIBER	ZIPLY FIBER	CRIME PREVENTION	11.71
	ZIPLY FIBER		PROPERTY TASK FORCE	11.71
	ZIPLY FIBER		POLICE COMMUNITY	11.71
	ZIPLY FIBER		FACILITY MAINTENANCE	11.71
	ZIPLY FIBER		SOLID WASTE CUSTOMER	23.42
	ZIPLY FIBER		POLICE COMMUNITY	35.14
	ZIPLY FIBER		PARK & RECREATION FAC	35.14
	ZIPLY FIBER		CITY CLERK	35.14
	ZIPLY FIBER		LEGAL-GENL	35.14
	ZIPLY FIBER		GENERAL	35.14
	ZIPLY FIBER		GIS SERVICES IS	35.14
	ZIPLY FIBER		WATER QUAL TREATMENT	46.85
	ZIPLY FIBER		LEGAL - PROSECUTION	70.27
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	70.27
	ZIPLY FIBER		UTILITY BILLING	70.27
	ZIPLY FIBER		EQUIPMENT RENTAL	81.98
	ZIPLY FIBER		EXECUTIVE ADMIN	105.41
	ZIPLY FIBER		FINANCE-GENL	105.41
	ZIPLY FIBER		POLICE ADMINISTRATION	105.41
	ZIPLY FIBER		POLICE INVESTIGATION	105.41
	ZIPLY FIBER		RECREATION SERVICES	105.41
	ZIPLY FIBER		COMPUTER SERVICES	117.11
	ZIPLY FIBER		MUNICIPAL COURTS	128.83
	ZIPLY FIBER		WASTE WATER TREATMENT	128.83
	ZIPLY FIBER		UTIL ADMIN	128.83
	ZIPLY FIBER		OFFICE OPERATIONS	140.54
	ZIPLY FIBER		COMMUNITY	199.10
	ZIPLY FIBER		DETENTION & CORRECTION	210.81
	ZIPLY FIBER		ENGR-GENL	245.95
	ZIPLY FIBER		POLICE PATROL	573.88
180520	ZOHO CORPORATION	EVENT LOG ANALYZER RENEWAL	COMPUTER SERVICES	818.31

WARRANT TOTAL: 1,054,257.36

ELITE K-9, INC.	INITIATOR ERROR	179975	\$523.95
PHILLIP BRUNO	INITIATOR ERROR	179954	\$150.05
PGC INTERBAY LLC.	CHECK LOST/DAMAGED	179664	\$40,589.43

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$1,012,993.93



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 13, 2025

SUBMITTED BY: Valorie Cross, Engineering Services

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Local Agency Agreement Supplement No. 1 and Project Prospectus with WSDOT for the Citywide Pedestrian Safety Improvement project.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement Supplement No. 1 and Local Agency Federal Aid Project Prospectus with WSDOT for the Citywide Pedestrian Safety Improvement Project.

SUMMARY:

The City was awarded a total of \$703,000 in Highway Safety Improvement Program (HSIP) funds from WSDOT for the design and construction of the Citywide Pedestrian Safety Improvement project. This project includes the installation of Rectangular Rapid Flashing Beacons (RRFBs) and associated crosswalk improvements at 12 locations throughout the city.

Locations include:

1. 83rd Ave NE at 72nd PL NE
2. 51st Ave NE approximately 250' north of 121st ST NE
3. 51st Ave NE approximately 100' south of 126st ST NE
4. Sunnyside Blvd at 57th Dr NE
5. Grove St at 55th Ave NE
6. 51st Ave NE approximately 200' north of 92nd St NE
7. Sunnyside Blvd at 46th ST NE
8. 83rd Ave NE at 35th ST NE
9. Grove St at Bayview Trail
10. Grove St at 70th St NE/72nd St NE
11. 71st Ave NE at 35th St NE
12. 76th St NE at 44th Dr NE

In September, WSDOT approved the City for additional funds increasing the total funding to \$1,058,000 to account for increased construction cost estimates. As such, a Local Agency Agreement Supplement is required to increase the allotted funds and to obligate \$940,000 in construction funding. The Project Prospectus has been updated to include the amount.

Since this is a federally funded project, local agency federal funds are administered through WSDOT and a LAA and Local Agency Federal Aid Project Prospectus (Prospectus) are required in order to obligate the funds. The LAA ensures that federal funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for authorization of project funding.

ATTACHMENTS:

[Citywide Pedestrian Safety Improvements Supplement1.pdf](#)
[Original Contract for Reference.pdf](#)



Agency City of Marysville		Supplement Number 1
Project Number HSIP-000S(677)	Agreement Number LA 10784	ALN. 20.205 - Highway Planning and Construction Federal Highway Administration (FHWA)

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Citywide Pedestrians Safety Improvements

Length N/A

Termini N/A

Description of Work ✓ No Change

Reason for Supplement

Authorization of construction funds

Indirect Cost Rate ☐ Yes ☒ No

Project Agreement End Date 12/31/2029

Advertisement Date 11/12/2025

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 %	a. Agency	2,000.00		2,000.00		2,000.00
	b. Other	114,000.00		114,000.00		114,000.00
Federal Aid Participation Ratio(s) for PE	c. Other			0.00		
	d. State Services	2,000.00		2,000.00		2,000.00
	e. Total PE Cost Estimate	118,000.00	0.00	118,000.00	0.00	118,000.00
RW %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio(s) for RW	h. Other			0.00		
	i. State Services			0.00		
	j. Total R/W Cost Estimate	0.00	0.00	0.00	0.00	0.00
CN 100 %	k. Contract		878,237.00	878,237.00		878,237.00
	l. Other			0.00		
Federal Aid Participation Ratio(s) for CN	m. Other			0.00		
	n. Other Agency		30,461.00	30,461.00	30,461.00	
	o. Agency		59,563.00	59,563.00		59,563.00
	p. State Services		2,200.00	2,200.00		2,200.00
	q. Total CN Cost Estimate	0.00	970,461.00	970,461.00	30,461.00	940,000.00
	r. Total Project Cost Estimate	118,000.00	970,461.00	1,088,461.00	30,461.00	1,058,000.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By
Title
Agency Date

By
Director, Local Programs
Date Executed

Agency City of Marysville		Supplement Number 1
Project Number HSIP-000S(677)	Agreement Number LA 10784	ALN 20.205 - Highway Planning and Construction Federal Highway Administration (FHWA)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description** – Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
9. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
 - a. **For PE and RW** – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
 - b. **For Construction** – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
 - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.
10. **Advertisement Date** - At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
11. **Type of Work and Funding (Round all amounts to the nearest whole dollar).**
 - a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
 - b. **Column 2** – Enter increase/decrease to total amounts requested by type of work.
 - c. **Column 3** – Add the amounts in columns 1 and 2.
 - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
12. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.

Local Programs Authorization Package Checklist

Agency: City of Marysville

Project Title: Citywide Pedestrians Safety Improvements

Fed Aid/State Project #: _____

	By Phase (check all that apply)			
		PE**	RW	CN
<u>Funding Request</u>				
New Phase Authorization				☒
Phase Modification				

<u>Non-Funding Request</u>	☐
----------------------------	--------------------------

*PL - Planning. Used for stand-alone planning and study projects.

**PE - Preliminary Engineering. This is the full design phase of a construction project. Once PE is authorized, the construction phase must be completed, or all federal expenditures must be repaid.

Miscellaneous Items

In addition to this checklist, all Region submittals must utilize the standard Region IDC, memo, or cover letter.

If authorizing a subsequent phase on an existing project, has at least one bill for the prior phase been fully processed by Local Programs (Posted date is present in SPORT)? If not, supplement can't be processed.

Has the scope changed (description of work, limits, staging, RW needs, etc.) since previous submittal?

Agency	Region Check	HQ Check
☒	☐	☐
Y / N	Y / N	Y / N

Project Prospectus (DOT Form 140-101) - LAG Chapter 21

Are all three pages of the current form included?

Does information (title, termini, description, RW needs, cost, etc.) agree with STIP/LAA/NEPA-CE?

Is the project description written such that the project scope is clear to an average person?

Are pages 1 and 3 signed?

If the LPE or another agency is acting as CA, enter CA agency name below and include copy of CA agreement (LOU, MOU, etc).

CA Agency: City of Marysville

Are the Latitude and Longitudes (decimal format preferred) included and correct?

Are Congressional and Legislative Districts included and correct?

Project Zip Code includes the +4?

Are estimated costs included for all phases of the project?

Are the Functional Classification and Urban/Rural designation correct?

Are the Right of Way, Utilities, and Railroad sections filled out?

Typical Sections & Vicinity Map - LAG Chapter 21

When necessary, are the Vicinity Map(s) and Roadway Section(s) included?

Can someone unfamiliar with the project's location easily tell where it's located using the vicinity map?

Are the project limits clearly marked on the map?

Does the section include all elements, with dimensions, of the roadway prism?

Are section changes, if applicable, throughout the project limits noted/displayed?

STIP/Funding Documentation - LAG Chapter 12

Is the currently approved STIP page included?

Does STIP information (termini, description, etc.) match the LAA and Prospectus?

Is the phase being authorized (or a later phase) programmed in the STIP?

Is funding from all requested programs shown in the STIP?

Are the requested funds supported by the STIP?

If funded through a HQ managed program (ex. Bridge, HSIP), is the award letter included when these funds are **first** obligated?

If funded through a HQ managed program, does the submitted scope match the project summary scope?

Local Agency Agreement (DOT Forms 140-039 & 140-041) - LAG Chapter 22

Is at least one LAA or LAA supplement, with an original signature, included?

Current form used? (check revision date at bottom left)

All pages of Agreement included?

Are the Agency information, Project #, LAA #, Supplement #, and date of original agreement execution correct?

Does project information (title, termini, length, description, etc.) agree with STIP/Prospectus/NEPA-CE?

Local Programs Authorization Package Checklist

	Agency	Region	HQ
Local Agency Agreement (DOT Forms 140-039 & 140-041) - LAG Chapter 22 [CONT.]	☒	☐	☐
Is the reason for supplement accurate and up to date?			
Is the Project Agreement End Date (month, day, and year) included? Does it follow LAG guidance?			
When not authorizing a new phase, is the end date the same as shown on the previous agreement?			
If not, is adequate justification (see LAG 22.3) included to support changing the end date?			
Is the Advertisement Date (month, day, and year) included? Is it within 6 weeks of estimated CN authorization?			
If the ICR box is checked 'Yes', is the agency's current approved/self-certified rate documentation provided? It must clearly show a single rate to be used, the imeframe it covers, and the actual signature of approval/self-certification.			
If corrections made, are they initialed? If made by WSDOT is permission from Agency provided?			
Are all federal aid participation ratios being used listed?			
If de-obligating funds on any line, does it reduce obligation below expenditures?			
Are amounts calculated correctly and shown in the correct columns?			
Documented Cost Estimate - LAG 22.4 and Appendix 22.56	☒	☐	☐
Is a Documented Cost Estimate included for each phase requesting/changing funds?			
Are total dollars on the LAA supported by the phase estimates?			
Does the estimate sufficiently demonstrate how the costs were determined?			
Right of Way - LAG Chapter 25	☐	☐	☐
If authorizing RW, is a true cost estimate summary sheet included?			
Does the true cost estimate summary sheet support RW amounts shown on the LAA?			
If authorizing RW and Relocation is required, is the signature page of the approved Relocation Plan included?			
If authorizing CN, is the Local Programs approved RW Certification included?			
If RW acquired under the Government Acquisitions Provision, is approval documentation included?			
Environmental Documentation/Approval (NEPA) - LAG Chapter 24	☒	☐	☐
Is an approved NEPA package (at least signature page) included?			
Does the description of work match the Prospectus/LAA/STIP?			
Is the footprint of the project within the limits of the NEPA approval?			
Do the NEPA-CE Part 3 RW responses agree with the STIP and Prospectus?			
Is the approval date within the last 3 years?			
If approval is older than 3 years, has the approval been re-evaluated by the environmental engineer?			
DBE Goals (LAG Chapter 26) - Tied Bid (LAG Chapter 44) - Local Forces (LAG Chapter 61)	☒	☐	☐
If authorizing construction, is the DBE goal letter/e-mail included, or are the goals in SPORT?			
If construction includes a tied bid project, is the approved PIF included or noted in SPORT?			
If construction by Local Forces, is the approved PIF included or noted in SPORT?			

PROJECT NOTES (Provide additional information or explanation as necessary)

Local Programs Authorization Package Checklist



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	9/25/2025
Federal Aid Project Number	LA10784			DUNS Number	076658673
Local Agency Project Number	R2303	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001459

Agency City of Marysville		CA Agency ☒ Yes ☐ No		Federal Program Title ☒ 20.205 ☐ Other	
Project Title Citywide Pedestrians Safety Improvements				Start Latitude N 48.0644 End Latitude N 48.0644	Start Longitude W -122.1447 End Longitude W -122.1447
Project Termini From-To varies varies				Nearest City Name Marysville	Project Zip Code (+4) 98270-5130
Begin Mile Post n/a	End Mile Post n/a	Length of Project n/a		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID n/a	Begin Mile Point n/a	End Mile Point n/a	City Number 0745	County Number 31	County Name Snohomish
WSDOT Region Northwest Region		Legislative District(s) 38		Congressional District(s) 1	Urban Area Number 55333

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
P.E.	\$118,000		\$118,000	Month	Year
R/W					
Const.	\$970,500	\$30,500	\$940,000	October	2025
Total	\$1,088,500	\$30,500	\$1,058,000		

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width varies	Number of Lanes 2
Intersection/Locations with no RRFB and/or marked crosswalks	

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary)
Install Rectangular Rapid Flashing Beacons, marked crosswalks, and associated crosswalk improvements at 12 intersections or near intersections in the city. Project also includes associated ADA and utility works as needed.

Local Agency Contact Person Valorie Cross		Title Project Engineer		Phone 360-363-8254	
Mailing Address 501 Delta Avenue		City Marysville		State WA	Zip Code 98270
Project Prospectus	By _____ Approving Authority				
	Title Engineering Services Director				Date

Agency City of Marysville	Project Title Citywide Pedestrians Safety Improvements	Date 9/25/2025
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Type of Proposed Work

Project Type (Check all that Apply)

- ☒ New Construction ☐ Path / Trail ☐ 3-R
☐ Reconstruction ☒ Pedestrian / Facilities ☐ 2-R
☐ Railroad ☐ Parking ☐ Other
☐ Bridge

Roadway Width
varies

Number of Lanes
2

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☐ Principal Arterial ☐ Minor Arterial ☒ Urban ☐ Rural ☐ NHS ☐ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access	☐ Principal Arterial ☐ Minor Arterial ☒ Urban ☐ Rural ☐ NHS ☐ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access
Terrain	☒ Flat ☐ Roll ☐ Mountain	☒ Flat ☐ Roll ☐ Mountain
Posted Speed	35	25
Design Speed	35	25
Existing ADT	10080	1700
Design Year ADT	12790	2160
Design Year	2035	2035
Design Hourly Volume (DHV)	618	110

Performance of Work

Preliminary Engineering Will Be Performed By Consultant - Transporation Solutions Inc.	Others 100 %	Agency %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification

- ☐ Class I - Environmental Impact Statement (EIS)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement
☐ Class III - Environmental Assessment (EA)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements
- ☒ Class II - Categorically Excluded (CE)
☒ Projects Requiring Documentation (Documented CE)

Environmental Considerations

No environmental impacts as no pavement will be added and excavated work is limited to installation of two 2' diameter by 2' depth foundation per location in previously disturbed soil.

Agency City of Marysville	Project Title Citywide Pedestrians Safety Improvements	Date 9/25/2025
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Right of Way

☒ No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	☐ Right of Way Needed ☐ No Relocation ☐ Relocation Required
---	---

Utilities

☐ No utility work required ☐ All utility work will be completed prior to the start of the construction contract ☒ All utility work will be completed in coordination with the construction contract

Railroad

☒ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the railroad work will be completed in coordination with the construction contract
--

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Minor utility work associated with the Rectangular Rapid Flashing Beacons will be completed during construction.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

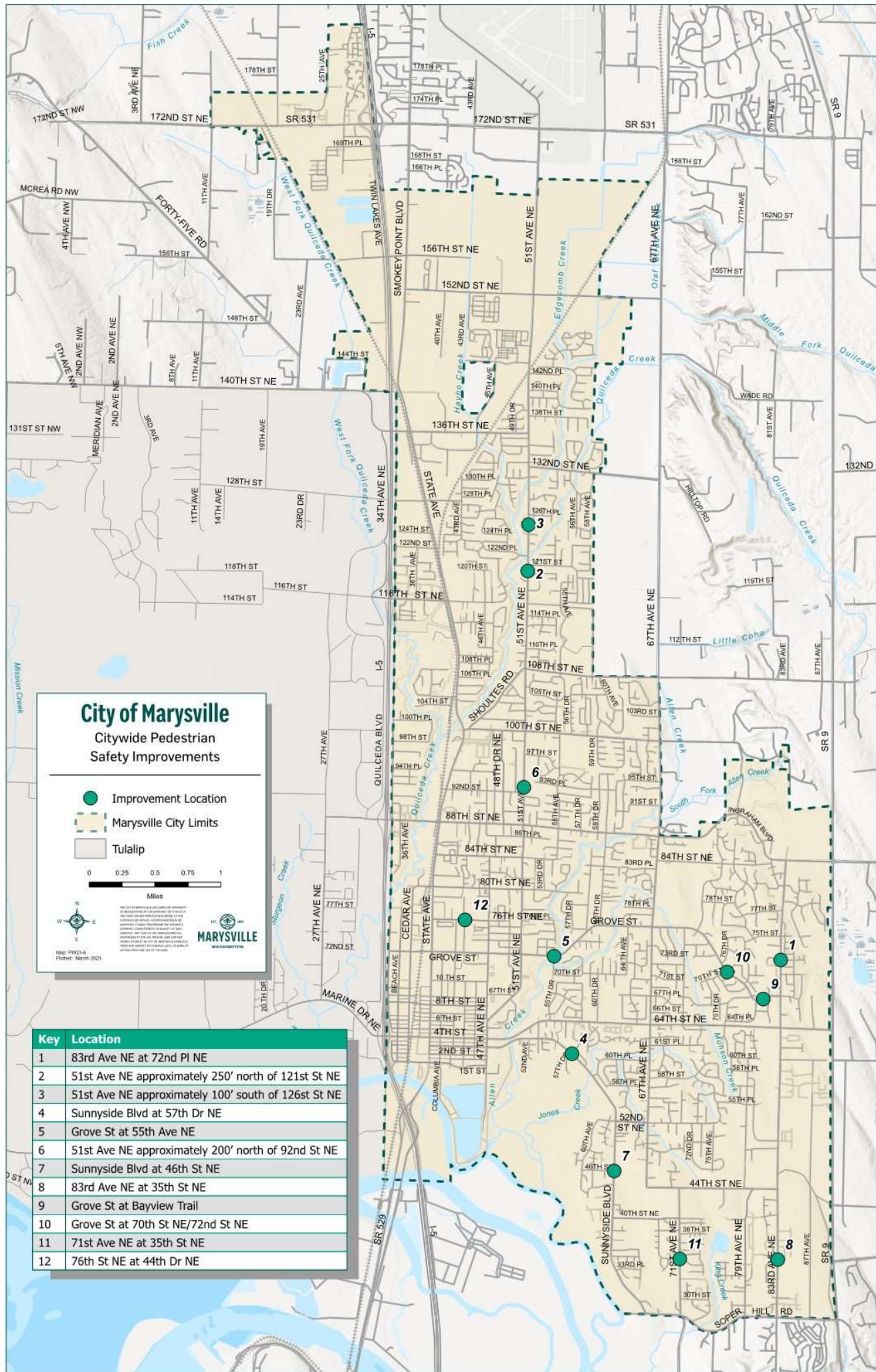
Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency

Date

By _____ Mayor/Chairperson



City of Marysville, WA
CITYWIDE PEDESTRIAN SAFETY IMPROVEMENTS

Engineer's Estimate of Probable Cost

100% Submittal

Transportation Solutions, Inc.

Prepared by:

Reviewed by:

8/25/2025

Kirk Harris, PE

Steve Diebol, PE

Item No.	Section	DESCRIPTION	Quantity	UNIT	Unit Price	Total Price
1	1-04.4 SP	Minor Changes	1	EST	\$ 10,000.00	\$ 10,000.00
2	1-05.4 SP	ADA Features Surveying	1	LS	\$ 35,000.00	\$ 35,000.00
3	1-05.18 SP	Record Drawings (Min. Bid \$5,000)	1	LS	\$ 6,000.00	\$ 6,000.00
4	1-07.15	SPCC Plan	1	LS	\$ 2,400.00	\$ 2,400.00
5	1-09.7	Mobilization	1	LS	\$ 85,500.00	\$ 85,500.00
6	1-10.5 SP	Project Temporary Traffic Control (Min. Bid \$50,000)	1	LS	\$ 87,000.00	\$ 87,000.00
7	1-10.5 SP	Work Zone Safety Contingency	1	EST	\$ 6,000.00	\$ 6,000.00
8	2-01.5 SP	Clearing and Grubbing	1	LS	\$ 12,000.00	\$ 12,000.00
9	2-01.5	Roadside Cleanup	1	EST	\$ 6,000.00	\$ 6,000.00
10	2-02.5 SP	Removal of Structures and Obstructions	1	LS	\$ 2,000.00	\$ 2,000.00
11	2-02.5 SP	Remove and Reset Existing Speed Radar Post	1	LS	\$ 1,500.00	\$ 1,500.00
12	2-02.5 SP	Removing Asphalt Conc. Pavement	93	SY	\$ 150.00	\$ 13,950.00
13	2-02.5 SP	Removing Cement Conc. Sidewalk	155	SY	\$ 50.00	\$ 7,750.00
14	2-02.5 SP	Removing Cement Conc. Curb and Gutter	187	LF	\$ 25.00	\$ 4,675.00
15	2-03.5 SP	Roadway Excavation, Incl. Haul	36	CY	\$ 100.00	\$ 3,600.00
16	2-05.5 SP	Potholing	12	EA	\$ 1,000.00	\$ 12,000.00
17	4-04.5 SP	Crushed Surfacing Top Course	56	TON	\$ 70.00	\$ 3,920.00
18	5-04.5	HMA Cl. 1/2" PG 64-22	24	TON	\$ 300.00	\$ 7,200.00
19	8-01.5	Erosion Control and Water Pollution Prevention	1	LS	\$ 3,600.00	\$ 3,600.00
20	8-02.5	Property Restoration	1	LS	\$ 6,000.00	\$ 6,000.00
21	8-04.5	Cement Conc. Traffic Curb and Gutter	269	LF	\$ 60.00	\$ 16,140.00
22	8-04.5	Cement Conc. Pedestrian Curb	121	LF	\$ 50.00	\$ 6,050.00
23	8-14.5	Cement Conc. Sidewalk	78	SY	\$ 110.00	\$ 8,580.00
24	8-14.5	Cement Conc. Curb Ramp Type Parallel A	7	EA	\$ 3,300.00	\$ 23,100.00
25	8-14.5	Cement Conc. Curb Ramp Type Parallel B	2	EA	\$ 3,300.00	\$ 6,600.00
26	8-14.5	Cement Conc. Curb Ramp Type Perpendicular A	4	EA	\$ 3,300.00	\$ 13,200.00
27	8-14.5	Cement Conc. Curb Ramp Type Perpendicular B	1	EA	\$ 3,300.00	\$ 3,300.00
28	8-14.5	Detectable Warning Surface	81	SF	\$ 60.00	\$ 4,860.00
29	8-20.5 SP	Rectangular Rapid Flashing Beacon System, Complete, Location #1	1	LS	\$ 24,000.00	\$ 24,000.00

City of Marysville, WA CITYWIDE PEDESTRIAN SAFETY IMPROVEMENTS Engineer's Estimate of Probable Cost			<u>100% Submittal</u> Transportation Solutions, Inc. Prepared by: Reviewed by:			8/25/2025 Kirk Harris, PE Steve Diebol, PE
Item No.	Section	DESCRIPTION	Quantity	UNIT	Unit Price	Total Price
30	8-20.5 SP	Rectangular Rapid Flashing Beacon System, Complete, Location #2	1	LS	\$ 24,000.00	\$ 24,000.00
31	8-20.5 SP	Rectangular Rapid Flashing Beacon System, Complete, Location #3	1	LS	\$ 24,000.00	\$ 24,000.00
32	8-20.5 SP	Rectangular Rapid Flashing Beacon System, Complete, Location #4	1	LS	\$ 24,000.00	\$ 24,000.00
33	8-20.5 SP	Rectangular Rapid Flashing Beacon System, Complete, Location #5	1	LS	\$ 24,000.00	\$ 24,000.00
34	8-20.5 SP	Rectangular Rapid Flashing Beacon System, Complete, Location #6	1	LS	\$ 24,000.00	\$ 24,000.00
35	8-20.5 SP	Rectangular Rapid Flashing Beacon System, Complete, Location #7	1	LS	\$ 24,000.00	\$ 24,000.00
36	8-20.5 SP	Rectangular Rapid Flashing Beacon System, Complete, Location #8	1	LS	\$ 24,000.00	\$ 24,000.00
37	8-20.5 SP	Rectangular Rapid Flashing Beacon System, Complete, Location #9	1	LS	\$ 24,000.00	\$ 24,000.00
38	8-20.5 SP	Rectangular Rapid Flashing Beacon System, Complete, Location #10	1	LS	\$ 24,000.00	\$ 24,000.00
39	8-20.5 SP	Rectangular Rapid Flashing Beacon System, Complete, Location #11	1	LS	\$ 24,000.00	\$ 24,000.00
40	8-20.5 SP	Rectangular Rapid Flashing Beacon System, Complete, Location #12	1	LS	\$ 24,000.00	\$ 24,000.00
41	8-21.5 SP	Permanent Signing	1	LS	\$ 78,200.00	\$ 78,200.00
42	8-22.5	Plastic Crosswalk Line	1224	SF	\$ 28.00	\$ 34,272.00
Total						\$ 798,397.00
Contingency						
Total						
10%						\$ 79,840.00
						\$ 878,237.00

City Construction Management (10%)	\$	87,824.00
City Admin(2.5% of CM)	\$	2,200.00
State Service	\$	2,200.00
Total Estimate	\$	970,461.00
Federal Funds	\$	940,000.00
Agency Funds	\$	30,461.00
	\$	970,461.00



Federal Aid Project Number HSIP-000S(677)	NEPA Start Date 03/4/25	Intent of Submittal ☐ Preliminary ☒ Final ☐ Re-Evaluate
Agency City of Marysville	Project Title Citywide Pedestrians Safety Improvements	
County Snohomish		
Beginning terminus: _____	Township(s): 30N	
Ending terminus: _____	Range(s): 05E	
Miles: _____	Section(s): 03, 10, 15, 28, 27, 34, 02, 26, 25	

Part 1 - Project Description (Attach Vicinity Map)

The City of Marysville proposes the improvement of crosswalks at 12 intersections in the city. The proposed improvements include the installation of rectangular rapid flashing beacons, marked crosswalks, and associated ADA and utility work. The 12 locations for the proposed work are:

- Location #1: 83rd Ave NE at 72nd PI NE
- Location #2: 51st Ave NE approximately 150' S of 121st St. NE
- Location #3: 51st Ave NE approximately 100' S of 126th St. NE
- Location #4: Sunnyside Blvd. at 57th Dr. NE
- Location #5: Grove St. at 55th Ave NE
- Location #6: 51st Ave NE approximately 140' N of 126th PI NE
- Location #7: Sunnyside Blvd. at 46th St NE
- Location #8: 83rd Ave NE at 35th St. NE
- Location #9: Grove St. at Bayview Trail
- Location #10: Grove St. at 70th St. NE/72nd St. NE
- Location #11: 71st Ave NE at 35th St. NE
- Location #12: 76th St. NE at 44th Dr NE

Part 2 - Categorical Exclusion & STIP

- Identify one CE from 23 CFR 771.117 (CE Guidebook - Appendix A) that fits the entire project c22
- Per 23 CFR Part 452(l) identify the subsequent project phase identified on the STIP? ☐ ROW ☒ Construction
- Attach a copy of the STIP page to the CE documentation form.

Local Agency Approving Authority

09/03/2025

Date

Mehrdad Moini, PE

Digitally signed by Mehrdad Moini, PE
Date: 2025.09.09 10:57:58 -07'00'

Regional Local Programs Engineer

Date

NEPA Approval Signatures

Digitally signed by
Melanie Vance
Date: 2025.09.10
11:22:45 -07'00'

Local Programs Environmental Engineer

Date

CE per PA

9/10/25

Federal Highway Administration

Date

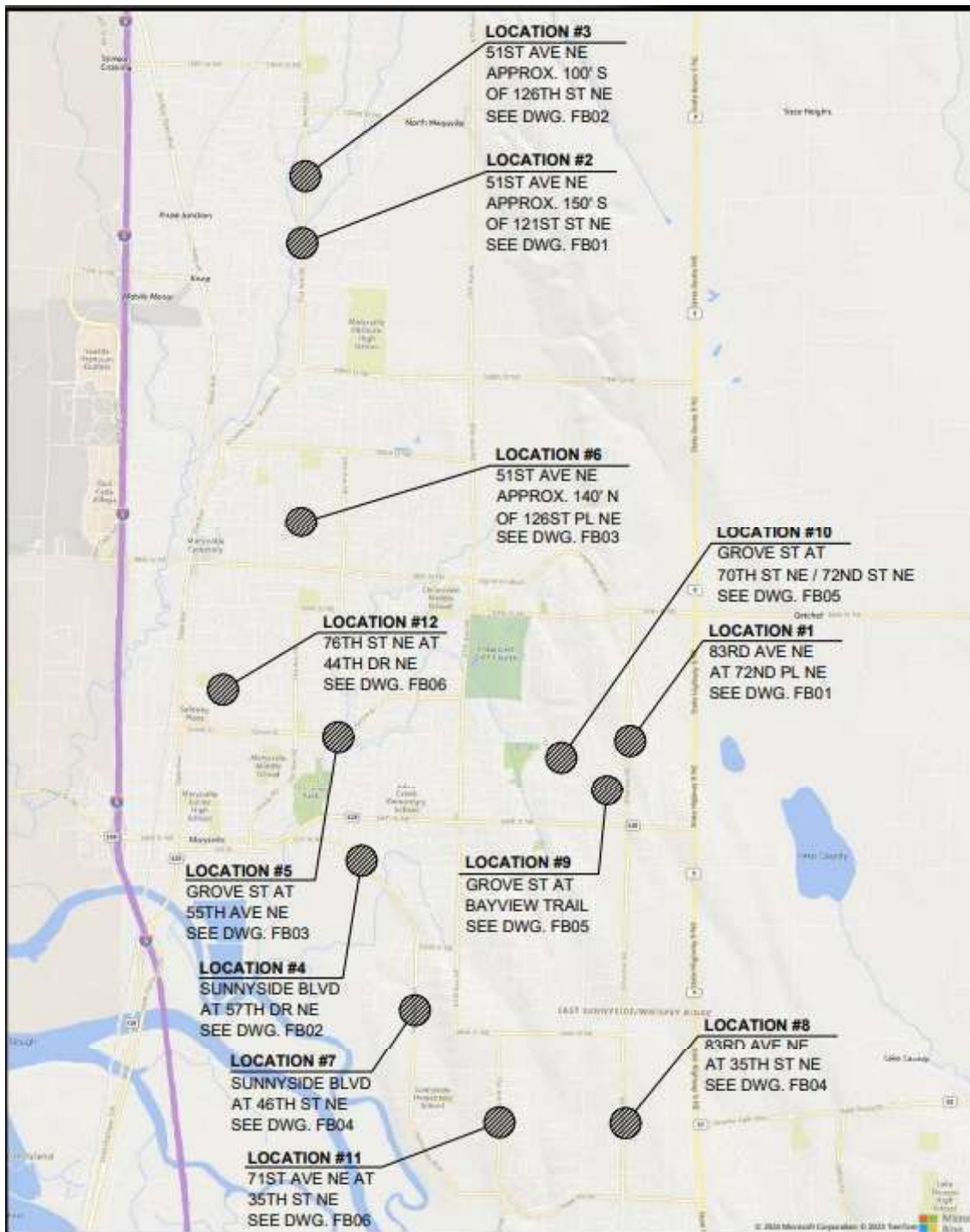
Completed By (Print Official's Name)
Valorie Cross

Telephone (include area code)
360-363-8254

E-mail Address
vcross@marysvillewa.gov

Appendix A:

Vicinity Map



KEY MAP

N.T.S.

● = PROJECT LOCATION

Appendix B:

STIP

Washington State S. T. I. P.

2025 to 2028

(Project Funds to Nearest Dollar)

MPO/RTPO: PSRC

Y Inside

N Outside

September 11, 2025

County: Snohomish

Agency: Marysville

Func Cls	Project Number	PIN	STIP ID	Imp Type	Total Project Length	Environmental Type	RW Required	Begin Termini	End Termini	Total Est. Cost of Project	STIP Amend. No.
00	000S(677)		MAR-36	28	0.000	CE	No	N/A	N/A	1,058,000	25-08

Citywide Pedestrians Safety Improvements

Install Rectangular Rapid Flashing Beacons, marked crosswalks, and associated crosswalk improvements at 12 locations.

Funding

Phase	Start Date	Federal	Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total
CN	2025		HSIP	940,000		0	0	940,000
Project Totals				940,000		0	0	940,000

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
ALL	940,000	0	0	0	0
Totals	940,000	0	0	0	0



September 4, 2025

Mr. Jeff Laycock, PE
Engineering Services Director
City of Marysville
80 Columbia Avenue
Marysville, Washington 98270-5130

**City of Marysville
Citywide Pedestrian Safety
HSIP-000S(677)
DBE Goal & Training Hours**

Dear Mr. Laycock:

The WSDOT Disadvantaged Business Enterprise (DBE) program, approved by FHWA, requires the evaluation of each local agency project to determine the feasibility of including DBE goals (See chapter 26 of the Local Agency Guidelines (LAG) manual).

This office applied the criteria and established a **Twelve percent mandatory** DBE goal for this project. This evaluation of the mandatory DBE goal will remain in effect for one year from the date of this letter. If the advertisement is scheduled for a date more than one year after the date of this letter or the cost estimate changes more than twenty percent prior to going to advertisement, reevaluation of the DBE goal is required.

In addition, a training goal of **Zero hours** were established for this project.

Please note that failure to receive concurrence to award from Local Programs in accordance with the LAG manual will result in loss of federal participation.

If you have any questions about the goal set, please feel free to contact Michele Britton at 360.705.7383, or by email at Michele.Britton@wsdot.wa.gov.

Sincerely,

**William
Wonch**
William Wonch
Project Development Engineer
Local Programs

Digitally signed
by William Wonch
Date: 2025.09.04
14:23:10 -07'00'

WW:jd:ml

cc: Mehrdad Moini, PE, Northwest Region Local Programs Engineer



Address 501 Delta Avenue
Marysville, WA 98270-5130

LA 10784
For WSDOT Use Only

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

July 24, 2023, Resolution/Ordinance No. Agenda Item 20.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal

funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

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Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted

promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, 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 an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (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 the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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 as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions



Address 501 Delta Avenue
Marvsville, WA 98270-5130

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

\$ at \$ per month for months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

July 24 , 2023 , Resolution/Ordinance No. Agenda Item 20.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

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funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

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Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

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Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

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An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted

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The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

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No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

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For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, 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 an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (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 the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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 as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT.
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
4.
 - a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus
Example: (Name) "Regal Road", (Length) "1.2 miles", (Termini) "Smith Road to Main Street"
 - b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.
Example: "Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue."
 - c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project's Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project's period of performance and add three years to determine the "Project Agreement End Date".

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the "Project Agreement End Date". For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the "Project Agreement End Date".
 - d. **Proposed Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
 - e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.
4. **Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)**
 - a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.
 - **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line e** – Total of lines a + b + c + d.
 - b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.
 - **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line j** – Total of lines f + g + h + i.
 - c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

d. Total Project Cost Estimate

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

6. **Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.
7. **Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - a. **Method “A”** is used when the state administers the contract for the agency.
 - b. **Method “B”** is also used when the state administers the contract for the agency.
 - c. **Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
8. **Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.
9. **Parties to the Agreement** – Submit one originally signed agreement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by Local Programs. The agreement is dated at the time of final execution by Local Programs.



**Washington State
Department of Transportation**

**Local Agency Federal Aid
Project Prospectus**

	Prefix	Route	()	Date	06/30/2023
Federal Aid Project Number				DUNS Number	
Local Agency Project Number			(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001459
Agency City of Marysville	CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other			
Project Title Citywide Pedestrians Safety Improvements		Start Latitude N 48.064382 End Latitude N 48.064382		Start Longitude W -122.144701 End Longitude W -122.144701	
Project Termini From-To varies		varies		Nearest City Name Marysville	
Project Zip Code (+4) 98270-5130					
Begin Mile Post n/a	End Mile Post n/a	Length of Project n/a	Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad		
Route ID	Begin Mile Point n/a	End Mile Point n/a	City Number 0745	County Number 31	County Name Snohomish
WSDOT Region Northwest Region ☒	Legislative District(s) 38	Congressional District(s) 1		Urban Area Number 1	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
P.E.	\$118,000		\$118,000	Month August	Year 2023
R/W					
Const.	\$585,000		\$585,000	June	2024
Total	\$703,000		\$703,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width varies	Number of Lanes 2
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Intersections/Locations with no RRFB and/or marked crosswalks

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Install Rectangular Rapid Flashing Beacons, marked crosswalks, and associated crosswalk improvements at 12 intersections or near intersections in the city. Project also includes associated ADA and utility work as needed.

Local Agency Contact Person Valorie Meischke	Title Project Engineer	Phone 360-363-8254
Mailing Address 501 Delta Avenue	City Marysville	State WA
	Zip Code 98270-5130	
Project Prospectus	By <u>Max P. [Signature]</u> Approving Authority	
	Title City Engineer/Assistant Public Works Director	Date 10/11/2023

Agency City of Marysville	Project Title Citywide Pedestrians Safety Improvements	Date 06/30/2023
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Type of Proposed Work

Project Type (Check all that Apply)	Roadway Width varies	Number of Lanes 2
☒ New Construction ☐ Path / Trail ☐ 3-R ☐ Reconstruction ☒ Pedestrian / Facilities ☐ 2-R ☐ Railroad ☐ Parking ☐ Other ☐ Bridge		

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☐ Principal Arterial	☐ Principal Arterial
	☐ Minor Arterial	☐ Minor Arterial
	☒ Urban	☒ Urban
	☐ Rural	☐ Rural
	☐ NHS	☐ NHS
	☒ Major Collector	☐ Major Collector
	☐ Minor Collector	☐ Minor Collector
	☐ Local Access	☒ Local Access
Terrain	☒ Flat ☐ Roll ☐ Mountain	☒ Flat ☐ Roll ☐ Mountain
Posted Speed	35	25
Design Speed	35	25
Existing ADT	10080	1700
Design Year ADT	12790	2160
Design Year	2035	2035
Design Hourly Volume (DHV)	618	110

Performance of Work

Preliminary Engineering Will Be Performed By Consultant	Others 100 %	Agency %
Construction Will Be Performed By Low-bid Contractor	Contract 100 %	Agency %

Environmental Classification

☐ Class I - Environmental Impact Statement (EIS) ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement ☐ Class III - Environmental Assessment (EA) ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements	☒ Class II - Categorically Excluded (CE) ☐ Projects Requiring Documentation (Documented CE)
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Environmental Considerations

No environmental impacts as no pavement will be added and excavation work is limited to installation of two 2' diameter by 2' depth foundation per location in previously disturbed soil.

Agency City of Marysville	Project Title Citywide Pedestrians Safety Improvements	Date 06/30/2023
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Right of Way

☒ No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	☐ Right of Way Needed ☐ No Relocation	☐ Relocation Required
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Utilities

☐ No utility work required ☐ All utility work will be completed prior to the start of the construction contract ☒ All utility work will be completed in coordination with the construction contract

Railroad

☒ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Minor utility work associated with the Rectangular Rapid Flashing Beacons will be completed during construction.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☐ No

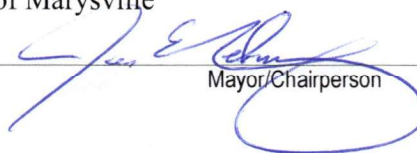
Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Marysville

Date

By

 8/19/23
Mayor/Chairperson

Detailed Project Description Continued

Install Rectangular Rapid Flashing Beacons, marked crosswalks, and associated crosswalk improvements.

Locations include:

1. 83rd Ave NE at 72nd PL NE
2. 51st Ave NE approximately 250' north of 121st ST NE
3. 51st Ave NE approximately 100' south of 126st ST NE
4. Sunnyside Blvd at 57th Dr NE
5. Grove St at 55th Ave NE
6. 51st Ave NE approximately 200' north of 92nd St NE
7. Sunnyside Blvd at 46th ST NE
8. 83rd Ave NE at 35th ST NE
9. Grove St at Bayview Trail
10. Grove St at 70th St NE/72nd St NE
11. 71st Ave NE at 35th St NE
12. 76th St NE at 44th Dr NE



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 13, 2025

SUBMITTED BY: Jennifer Stapleton, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: FY 25-26 Simple Possession Advocacy and Representation (SPAR) Grant

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the SPAR funding agreement with the Washington State Office of Public Defense.

SUMMARY: This is a renewal grant that supports indigent public defense services for simple possession cases.

ATTACHMENTS:

[Marysville, City of - SPAR Funding Agreement - GRT26021_encrypted_.pdf](#)

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE
Simple Possession Advocacy and Representation (SPAR) Program Funding Agreement

1. Recipient City of Marysville 501 Delta Ave Marysville, WA 98270	2. Recipient Representative Jennifer Stapleton City Administrator City of Marysville 501 Delta Ave Marysville, WA 98270
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Grace O'Connor Supervising Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Agreement Amount \$48,000.00	6. Agreement Period July 1, 2025 through June 30, 2026
7. Purpose The purpose of this Agreement is to provide partial reimbursement to City of Marysville (Recipient) for the cost of providing high-quality indigent defense services for defendants facing charges of simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of simple possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with RCW 2.70.200.	
8. Acknowledgement, Incorporation by Reference, and Execution The Office of Public Defense (OPD) and Recipient acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Exhibit A, Special Terms and Conditions, and Exhibit B, General Terms and Conditions.	
FOR RECIPIENT _____ Jon Nehring, Mayor _____ Date	FOR OPD _____ Grace O'Connor, Supervising Attorney _____ Date

EXHIBIT A: SPECIAL TERMS AND CONDITIONS

1. AGREEMENT MANAGEMENT

- a) The Representative for each of the parties will be responsible for and will be the contact person for all communications regarding the performance of this Agreement.
- b) The Representative for OPD and their contact information is identified on the Face Sheet of this Agreement.
- c) The Representative for Recipient and their contact information is identified on the Face Sheet of this Agreement.

2. REIMBURSEMENT

- a) Subject to Section 4 of this Exhibit A, Terms of Reimbursement, OPD shall reimburse for authorized expenses as identified in Section 7 of this Exhibit A, Authorized Reimbursable Expenses.
- b) OPD will subtract from reimbursement amounts where Recipient or Recipient's court has assessed a cost of counsel against an indigent defendant and the indigent defendant has either signed a promissory note for that amount, or had a fee imposed at sentencing for this purpose. Recipient shall report such assessed costs to OPD.

3. MAXIMUM REIMBURSEMENT AMOUNT

- a) The maximum amount Recipient may be reimbursed for authorized expenses shall not exceed \$48,000.00 for the period of this Agreement.
- b) Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Agreement in writing to increase the allocated maximum reimbursement amount.

4. TERMS OF REIMBURSEMENT

- a) OPD will reimburse Recipient upon acceptance of expenses and receipt of properly completed invoices, and sufficient documentation supporting the invoices. Recipient shall submit invoices to the Representative for OPD subject to the invoicing schedule included in subsection (h) of this Section 4.
- b) OPD will provide an invoice form to Recipient. Recipient shall provide sufficient documentation accompanying the invoice to prove, to OPD's satisfaction, the costs incurred by Recipient and to allow OPD to determine that the costs were for Authorized Reimbursable Expenses. Sufficient documentation will include a compensation worksheet, case numbers during the invoice time period, and proof that the requested expenses were paid by Recipient. Sufficient documentation demonstrating costs incurred by Recipient may include, but is not limited to, salary pay stubs or invoices for contracted services. OPD reserves the right to amend the invoice form at any time.
- c) Payment will be considered timely if made by OPD within 30 calendar days after receipt of properly completed invoices. OPD shall send payment to Recipient via the default payment

method associated with Recipient's Statewide Vendor Number SWV0000432-00.

- d) OPD may, in its sole discretion, terminate this Agreement or withhold payments claimed by Recipient for services rendered if Recipient fails to satisfactorily comply with any term or condition of this Agreement.
- e) OPD shall not make any payments in advance or in anticipation of services or supplies to be provided under this Agreement.
- f) Recipient shall report whether it will be unable to spend the maximum reimbursement amount during the Agreement Period, or if Recipient anticipates a need to increase the maximum reimbursement amount. Any request to increase the maximum amount will be subject to Section 3(b) of this Exhibit A. OPD reserves the right to amend this agreement to reduce the maximum reimbursement amount set forth in Section 3(a) of this Exhibit A, and reallocate unspent funds to other jurisdictions, if Recipient's invoicing indicates it will be underspent.
- g) Reimbursable expenses must be incurred between July 1, 2025 and June 30, 2026. Recipient shall bear the cost of and ensure continued Consultation and Representation for all individuals who are being represented by Recipient's attorneys on Qualifying Cases when the agreement period ends.
- h) Recipient shall invoice OPD at least quarterly, but no more than once per month, according to the following schedule:
 - 1. Known expenses for July 1 through September 30, 2025 shall be submitted by November 1, 2025;
 - 2. Known expenses for October 1 through December 31, 2025 shall be submitted by February 1, 2026;
 - 3. Known expenses for January 1 through March 31, 2026 shall be submitted by May 1, 2026; and
 - 4. Known expenses for April 1 through June 30, 2026 shall be submitted by July 15, 2026.
- i) OPD understands Recipients contractors may not bill Recipient timely and that Recipient may not be aware of expenses in a particular quarter until after the submission deadline has passed. OPD will reimburse for invoices submitted outside the schedule outlined in Section 4(h) of this Exhibit A, except for and subject to the limitation set for in Section 4(j) of this Exhibit A.
- j) OPD's fiscal year runs from July 1, 2025 to June 30, 2026. Recipient must submit invoices for costs incurred during the grant period by July 15, 2026 or expenses may not be reimbursed. OPD makes no guarantee of reimbursement for eligible expenses invoiced after August 1, 2026.

5. **DUPLICATION OF BILLED COSTS**

Recipient shall not bill OPD for services performed under this Agreement, and OPD shall not pay Recipient, if Recipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

6. **DISALLOWED COSTS**

Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors or subcontractors.

7. **AUTHORIZED REIMBURSABLE EXPENSES**

Recipient is authorized to seek reimbursement up to the maximum amount set forth in Section 3 of this Exhibit A, for the following costs, subject to the provisions in Sections 2 and 4 of this Exhibit A:

- a) Compensation for attorney Representation on Qualifying Cases;
- b) Compensation for attorney Consultation on Qualifying Cases;
- c) Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases;
- d) Investigation costs associated with Qualifying Cases;
- e) Expert services where the scope of the expert's expertise is related to a Qualifying Charge;
- f) Interpreter costs (out-of-court) on Qualifying Cases;
- g) Pre-approved training events for attorneys and defender professional staff;
- h) Compensation for attorney Representation on an appeal undertaken according to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) where the RALJ appeal contains an issue for review arising from a Qualifying Charge; and
- i) Other indirect costs necessary to providing representation or consultation if pre-approved by OPD.

8. **OVERSIGHT**

Over the duration of the agreement term, OPD may conduct site visits for purposes of ensuring the use of funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city or county representatives.

9. **DEFINITIONS**

- a) "Alternatives to Prosecution" means an opportunity to depart from the traditional criminal case process of charge to plea or trial. Examples include, but are not limited to, stipulated continuances, deferrals, Specialty or Therapeutic courts, Pre-file Diversion programs, or Pre-trial Diversion programs.
- b) "Consultation" means consultation for a Client prior to assignment of counsel at first appearance or arraignment. Consultation also means advising a Client on Pre-File or Pre-Trial Diversion options. Consultation also means advising a Client during the pendency of pre-trial Diversion.
- c) "Client" means an indigent individual facing a pending charge or charged with a Qualifying Charge in a court of limited jurisdiction.
- d) "Pre-File Diversion" means an opportunity for a Client to depart from the criminal legal system, initiated by either law enforcement or the prosecutor, that takes place before charges are filed against the Client. Pre-File Diversion may be, but need not be, organized under RCW 69.50.4011(3)(c), 69.50.4013(2)(c), 69.50.4014(2), or 69.41.030(2)(e).
- e) "Pre-Trial Diversion" means an opportunity for a Client to depart from the criminal legal system after charges are filed against a defendant but before a plea is entered, or before proceeding to trial. Pre-Trial Diversion may be, but need not be, organized under RCW 69.50.4017.

- f) “Qualifying Charge” means a charge of violating RCW 69.50.4011(1)(b) or (c), 69.50.4013, 69.50.4014, 69.41.030(2), (b), or (c); or a charge under a local ordinance involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug.
- g) “Qualifying Case” means a proceeding filed against a Client in a court of limited jurisdiction in which at least one of the charges filed, either originally or as amended, is a Qualifying Charge, even if later dismissed.
- h) “Representation” means appointment to represent Clients in Qualifying Cases, including but not limited to appearance at arraignment, pre-trial appearances, motions, sentencings, status conferences, review hearings, client conferences, and preparation for trial. Representation also means appointment to represent Clients for Alternatives to Prosecution, including on motions to terminate Clients from Alternatives to Prosecution.
- i) “Specialty or Therapeutic Court” means a court utilizing a program structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to address substance use disorder or mental health conditions in defendants through continuous and judicially supervised treatment and the appropriate use of services, sanctions, and incentives.

10. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency will be resolved by giving precedence in the following order:

- a) Applicable federal and state of Washington statutes, regulations, and court rules
- b) Exhibit A, Special Terms and Conditions
- c) Exhibit B, General Terms and Conditions

EXHIBIT B: GENERAL TERMS AND CONDITIONS

1. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

2. AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.

Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by Recipient without prior written consent of OPD.

5. ATTORNEY'S FEES

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.

6. CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.

10. LAWS

Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.

12. RECAPTURE

In the event that Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. **RECORDS MAINTENANCE**

Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. Recipient shall provide access to its facilities for this purpose.

15. **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 that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

16. **SUSPEND OR TERMINATE FOR NON-AVAILABILITY OF FUNDS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, OPD, at its sole discretion, may elect to suspend or terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions.

17. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 13, 2025

SUBMITTED BY: Jennifer Stapleton, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: MOU with LINC NW for Motel Voucher Program

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the MOU with LINC NW for the Motel Voucher Program.

SUMMARY: MOU with LINC NW designating NC as the City's designated agency for administration of the Motel Voucher Program. In the past, Snohomish County has awarded a grant to the City and the City has separately contracted with LINC NW to administer the program. This year, we were given the option of having the County contract directly with LINC for the program. This requires an MOU between the City and LINC.

ATTACHMENTS:
[LINKNW HotelMotel MOU.pdf](#)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MARYSVILLE
AND
LINC NW**

I. PURPOSE AND SCOPE

- A. Background: In Spring 2020, the Washington State Department of Commerce provided set-a-side funding for new year-round shelter beds for the City of Marysville “City”. Snohomish County provided the motel vouchers directly to motels and the City identified clients to be placed in motels through the police department and embedded social worker(s). Starting July 1, 2023, the County subcontracted the funding to the City to continue the motel voucher program. The City contracted with LINC NW “Agency” to assist with motel placement and services. The City has requested the County subcontract directly with LINC NW for the motel voucher program.
- B. The purpose of this Memorandum of Understanding (MOU) is to establish expectations and working procedures for the motel voucher program to be operated by the Agency.
- C. This MOU will be in effect indefinitely or until one of the programs is no longer a service offered by the City, a different agency is selected to operate the program or the program is no longer funded. The City will notify the Agency within 30-days that the MOU is being discontinued.
- D. This MOU is not a contract. It confers no rights on the parties or third parties. It does not relieve the parties of any rights, obligations, or duties for their respective programs under local, state, or federal laws, rules, or regulations. This MOU is terminable upon notice by either party.
- E. This MOU provides guidance in the following areas:
 - 1. Process of referrals of participants between the City and Agency;
 - 2. Roles and responsibilities; and
 - 3. Commitment to communication and problem resolution.

II. REFERRALS BETWEEN THE CITY AND AGENCY

- A. The Agency will serve eligible households referred by the Marysville Police Department Care Team subject to availability of vouchers.
- B. The Agency may also accept and process its own referrals and referrals made by other community agencies within the City of Marysville.

III. ROLES AND RESPONSIBILITIES

A. The City will undertake the following responsibilities:

1. Identify the target subpopulation(s) for the program. For purposes of this MOU, the target subpopulation is individuals and families with children from households who are located within the boundary of the City of Marysville.

B. The Agency will undertake the following responsibilities:

1. The Agency shall perform services in accordance with the attached "Exhibit B Statement of Work Motel Voucher Program."
2. Provide the City copies of all reports submitted to Snohomish County in accordance with the grant terms.
3. Provide an annual report to the Marysville City Council summarizing the number of individuals served and other program outcomes.

IV. COMMITMENT TO COMMUNICATION AND PROBLEM RESOLUTION

A. The City and Agency agree to regular communication and the designated contacts below will discuss any issues that might arise.

V. CONTACTS

Each will appoint a person(s) to serve as the official contact and coordinate the activities of each organization in carrying out this Memorandum of Understanding. The initial appointees of each Department are:

City Name:

Jennifer Stapleton, City Administrator
City of Marysville
501 Delta Avenue
Marysville, WA 98270
360.363.8088

Agency Name:

Ryan Brown, President and CEO
LINC NW
P O Box 70
North Lakewood, WA 98259

City of Marysville:

LINC NW:

Mayor Jon Nehring

Ryan Brown, President and CEO

Date

Date

EXHIBIT B
STATEMENT OF WORK
MOTEL VOUCHER PROGRAM

I. DESCRIPTION

The HMIS Name and Project ID are: LINC NW-Voucher-ES #19813. The Motel Voucher Program (the Project) is funded with the Consolidated Homeless Grant (CHG), a Washington State Department of Commerce (Commerce) grant.

The Office of Community and Homeless Services (OCHS), as the Collaborative Applicant for the Everett/Snohomish County Continuum of Care (CoC), oversees the administration of the Coordinated Entry (CE) system under the guidance of the Partnership to End Homelessness (PEH). This Contract provides funding for temporary shelter to eligible households which does not require participants to sign leases or occupancy agreements or be referred by a Coordinated Entry Resource Navigator.

The Agency shall undertake the activities described below under the direction of, and in collaboration with, the County and the PEH. In compliance with the terms of the Contract, the Agency shall perform the tasks and services carry out the Project as described in the project application, in Exhibit A, and in any subsequent revisions to the Project approved by the County. In addition to amendments and guidance from the County, the Agency shall comply with the Commerce Guidelines, as amended and RCW 43.185c Homeless Housing and Assistance. Additional information is available on the Department of Commerce website (<https://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>).

II. ELIGIBILITY REQUIREMENTS

- A. All activities provided under this Contract must comply with the Department of Commerce [Consolidated Homeless Grant \(CHG\) Guidelines](#).
- B. The Agency will provide the following assistance to participant households.
 - 1. The Project shall serve eligible Participants only, defined as:
 - a. Unsheltered Homeless: Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings;

- b. Fleeing or attempting to flee violence: domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s); or
 - c. Sheltered Homeless: Residing in a temporary housing program including shelters or exiting a system of care or institution where they resided for ninety (90) days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution; or residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays.
- 2. The Agency shall prioritize households who have a prior residence that is a place not meant for human habitation. Further, the Agency shall serve the target subpopulation(s) of individuals and families with children.
- 3. The Agency shall serve eligible households who are located within the boundary of the City of Marysville.
- C. The Agency shall ensure that all households served by the Project are enrolled in the Snohomish County's Coordinated Entry (CE) System by referring households to North Sound 2-1-1 to enroll the household into the CE System or through collaboration with a partner organization's Resource Navigator.
- D. The Agency shall follow a low-barrier approach and offer flexible intake schedules. The Agency shall enroll all eligible Participants in the Project without preconditions or barriers to entry. Participants must be enrolled regardless of the following criteria:
 - 1. Having too little or no income;
 - 2. Having poor credit or financial history;
 - 3. Having poor or lack of rental history;
 - 4. Having involvement with the criminal justice system;
 - 5. Having active or a history of alcohol and/or substance use;
 - 6. Having been impacted by a crime;
 - 7. Lacking ID or proof of U.S. Residency Status;
 - 8. The type or extent of disability-related services or supports that are needed;

9. Other behaviors that are perceived as indicating a lack of “housing readiness,” including resistance to receiving services: or
10. Households shall not be required to pay a share of rent or program fees.

The Agency may not establish eligibility requirements beyond those established by the Contract or applicable regulations, without prior written express approval from Snohomish County Human Services.

- E. All homeless housing projects must adhere to state and federal anti-discrimination laws:
 1. All projects ensure equal access for people experiencing homelessness regardless of race, national origin, gender identity, sexual orientation, marital status, age, veteran or military status, disability, or the use of an assistance animal;
 2. Projects designed to serve families with children experiencing homelessness ensure equal access regardless of family composition and regardless of the age of a minor child; and
 3. Projects that operate gender segregated facilities allow the use of facilities consistent with the person’s gender expression or identity.
- F. The Agency shall administer the Snohomish County Fenn-Jorstad Self-Sufficiency Matrix© (FJSSM) to all adults served by the Project. The FJSSM© shall be administered at program entry and at exit; all scores must be entered into the Snohomish County Homeless Management Information System (HMIS).
- G. The Agency shall provide the following supportive services:
 1. The Agency shall provide supportive services with the primary goal of quickly exiting to permanent housing. Supportive services may include assessing for rental barriers, targeted housing search, landlord engagement/negotiation, accessing mainstream resources, and making referrals to employment partners.
 2. Agency staff will complete a Housing Stability Plan with specific action steps designed to address rental barriers and assist in obtaining permanent housing as quickly as possible. If the household’s stay is longer than ninety (90) days, then the plan shall be reassessed and documented at least every thirty (30) days.

3. The Agency shall make every effort to engage participants in supportive services. Supportive services shall emphasize participant choice, and participation shall be entirely voluntary.
- H. The Agency shall not terminate Participants from the Project for any of the following reasons:
1. Failure to participate in supportive services or treatment programs;
 2. Failure to make progress on a housing stability plan;
 3. Alcohol and/or substance use in and of itself is not considered a reason for termination;
 4. Households residing in emergency shelter must not be exited to homelessness due to reaching a maximum stay limit; and
 5. The Agency must have a process in place for participants terminated from a low barrier project due to violating rules focused on maintaining a safe environment to be considered for re-enrollment, if the household demonstrates unsafe behavior is unlikely to re-occur.
- I. The Agency shall ensure that Project units are of suitable dwelling size and meet habitability standards; an inspection of the facility must be conducted and documented at least once a year.
- J. The Agency shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at 24 CFR part 35, as applicable to the activities under this Contract.
- K. The Project will operate on a maximum ninety (90) day model. To the extent practicable, residents will be assisted in obtaining housing within thirty (30) days of entry into the emergency shelter. The shelter will strive to reduce the average length of stay. However, residents may stay longer to prevent returns to homelessness.
- L. If a household stays longer than ninety (90) days in emergency shelter, the Agency shall document income eligibility (at or below thirty (30) percent Area Median Income (AMI)). Income eligibility must be documented at least every three (3) months thereafter.

Income limits are based on Area Median Income (AMI) which can be located at: www.huduser.gov. Income is money that is paid to, or on behalf of, any household member. Income includes the current gross income (annualized) of all adults (eighteen (18) years and older) household members and unearned

income attributable to a minor. Income inclusions and exclusions are listed in the Electronic Code of Federal Regulations, www.ecfr.gov, Title 24 – Housing and Urban Development: Subtitle A 0-99: Part 5: Subpart F: Section [5.609 Annual Income](#).

Gross Income is the amount of income earned before any deductions (such as taxes and health insurance premiums) are made.

Current Income is the income that the household is currently receiving. Income recently terminated should not be included. Documentation dated within thirty (30) days is acceptable. However, for public assistance benefits, (e.g., SSI, food stamps), a benefits statement received any time within the twelve months prior to the time of application and reflecting current benefits received by a household is allowed. A copy of a recent bank statement indicating direct deposit is also acceptable.

- M. The Agency will maintain a complaint procedure for all households seeking or receiving services, employees and volunteers, and the public upon request. The complaint procedure shall include all components listed in the “Complaint Procedure” section of the [Consolidated Homeless Grant Guidelines](#).
- N. The Agency will maintain a program exit and denial of service policy. The policy must include the reasons a household would be denied services and/or exited, the notification process, and documentation of receipt of the grievance/complaint procedure.
- O. The Agency will maintain an individual participant file for each household served under this Contract that includes: a participant file checklist; documentation of homelessness and program eligibility; HMIS consent; acknowledgement of receipt of the Complaint Procedure and Program Exit/Denial of Service Policy; Housing Stability Plan; a record of services provided and service referrals; income certification, if applicable; habitability inspections; and other information as needed to meet the requirements of Exhibit A.

III. MOTEL VOUCHER PROGRAM CLIENT FLEXIBLE FUNDS:

- A. Through this Project, flexible funds will be made available to literally homeless individuals who are participants in the Project.
- B. Flexible fund (“Flex Fund”) assistance will provide support to clients in their individualized housing and service plan with the goal of removing immediate barriers to permanent housing stability and self-sufficiency. Flexible funds may be provided for individuals experiencing homelessness who are otherwise not accessing services for the purpose of connecting them with housing, and other critical services.

IV. OUTPUTS AND OUTCOMES

A. The output measure(s) for the Project are as follows:

Measure	Description	Output
Utilization – Quarter	Total number of bed nights for the Quarter	560 bed nights quarterly

B. The Agency shall make best efforts to meet or exceed identified outcome(s) for the Project; these outcome(s) are aligned with the System Performance Benchmarks, as adopted by the Partnership to End Homelessness (PEH) Continuum of Care Board. The outcome measure(s) for the Project are as follows:

Measure	Description	Outcome
Length of Stay	Average number of days households remain in Emergency Shelter	Maintain fewer than ninety (90) days
Exits to Permanent	Percentage of households who exit to permanent housing	Maintain greater than thirty percent (30%)

V. REPORTS

The Agency shall submit to the County such reports as the County requests pursuant to the requirements of federal, state, and/or local law, as applicable. At a minimum, the Agency shall submit, in a format prescribed by the County, the following reports:

REPORT	DUE DATE
Housing Inventory Count (HIC)/Annual Report	Annually, by the submission deadline established by the County;
Commerce Golden Report. Any data issue identified by the County, including but not limited to, participant enrollment and assessment data, performance outcomes, and financial data must be addressed by the Agency in accordance with the Snohomish County HMIS Policies and Procedures, as described further in Exhibit A.	Annually, by the submission deadline established by the County; and

REPORT	DUE DATE
Quarterly Performance Report Review Form.	Within fourteen (14) days after Agency receives each Quarterly Performance Report from the County.

VI. CORRECTIVE ACTION

As part of the terms of this Contract, the Agency certifies that the County has the authority to monitor the Project at least annually, and as deemed appropriate, to assess performance, compliance, and project progress. If the Agency has expenditure, or performance issues related to utilization, expenditures, outcomes, or required reports, the County will implement the following corrective action:

- A. The County will provide written notice of issues identified and steps that the County will be taking to address those issues, requirements for agency response, timeframe for taking action, and/or identification of other necessary information to address the issues. Subsequent written document may be provided depending on status of the issues and progress toward resolution.
- B. A written Corrective Action Plan (CAP) will be developed detailing actions to be completed by the Agency. A written CAP may be a component of the monitoring letter or a separate written document to address any identified issues. The Agency shall provide response to the request for a CAP by the date provided documenting actions in adequate detail for the County to assess whether issues are in the process of being or have been resolved. The County will assess Contract and performance issues using all necessary information to determine if the CAP requirements have been met and issues resolved or if further steps are needed.
 1. Low-Level Intervention which may include more training or technical assistance, monitoring, more frequent reviews of reports or invoices or other activities to address the concerns.
 2. Moderate-Level Interventions will address more serious concerns and may include restricting payments, disallowing costs, repayments, or other actions to address concerns.
 3. High-Level Interventions will address the most serious concerns and may include Contract suspension or termination, legal action, and could result in not being eligible to apply for funding or receive future funding or other actions that address serious concerns.

VII. ADDITIONAL REQUIREMENTS

The Agency shall participate in the following activities:

- A. Everett/Snohomish County Continuum of Care (CoC) activities, including the Point-in-Time (PIT) Count of individuals and families experiencing homelessness or who are at risk of homelessness. PIT Count participation includes conducting the PIT Count in coordination with the County, the active recruitment of volunteers to participate in PIT Count events, and the submission of PIT Count project-specific data and information;
- B. Participate in data collection, project evaluation, and professional development opportunities as requested by OCHS or its partners; and
- C. Ensure appropriate staff attend all applicable trainings and learning opportunities, as identified by the County. The Agency shall maintain documentation of staff training attendance. Staff that provide direct services, supervisors of direct services staff, and staff that manage homeless grants must receive training at least once every three (3) years on the following:
 - 1. Local Coordinated Entry Policies and Procedures;
 - 2. Trauma Informed services;
 - 3. Supporting survivors of domestic violence;
 - 4. Fair Housing;
 - 5. Housing First;
 - 6. Racial equity;
 - 7. LGBTQ+ competency;
 - 8. Rapid Re-Housing;
 - 9. Progressive engagement and creative problem-solving; and
 - 10. Low barrier services and harm reduction.

Other recommended trainings include mental health first aid, motivational interviewing, crisis intervention, professional boundaries, Residential Landlord-Tenant Act (RLTA), and case management.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 13, 2025

SUBMITTED BY: Jim Lawless, Police

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Interlocal Agreement Between The Washington Traffic Safety Commission and The Marysville Police Department

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the agreement with the Washington Traffic Safety Commission.

SUMMARY: This agreement provides for overtime reimbursement to the police department associated with its participation in walker/roller (pedestrian/bicyclist) safety emphasis patrols.

ATTACHMENTS:
[WALKER ROLLER PARTNER INTERAGENCY AGREEMENT FFY26.pdf](#)

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

The Marysville Police Department

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and the Marysville Police Department , hereinafter referred to as “SUB-RECIPIENT.”

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

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.616, for traffic safety grant project **2025 FG 5339-REGION 10 WALKER ROLLER SAFETY GRANT**, specifically to provide funding for the law enforcement agencies in WTSC Region to conduct overtime walker/roller safety enforcement as outlined in the Statement of Work (SOW), in support of Target Zero priorities. This agreement is for year 2, federal fiscal year 2026. The Target Zero Manager (TzM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2025 FG 5339-REGION 10 WALKER ROLLER SAFETY GRANT** was awarded to **SNOHOMISH COUNTY** to support collaborative efforts to conduct walker/roller safety enforcement activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved overtime expenses incurred as a participant in **2025 FG 5339-REGION 10 WALKER ROLLER SAFETY GRANT during federal fiscal year 2026.**

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2025, and remain in effect until September 30, 2026, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

Note: This statement of work applies only to Walker/Roller Safety Enforcement for traffic safety areas which recipient region has received funding.

GOAL: Positively change walker, roller, and motor vehicle driver behaviors through law enforcement patrols and media efforts. Engage multiple law enforcement agencies in the design, implementation of enforcement, community outreach and education activities for the project period.

STRATEGY: Prevent drivers from engaging in high-risk behaviors related to walkers and rollers by increasing drivers' perception of the risk of being stopped by a patrol officer. This perception is achieved through 1) an increase in media messages and outreach about upcoming emphasis periods so that the targeted drivers know when the patrols will occur and what will be enforced and 2) during the patrols, drivers have the perception of increased enforcement because they can see a significant and noticeable increase in law enforcement presence and activities that reinforces the media messages they received and influences them to modify their driving behavior and 3) officers who stop drivers will use the stop to educate drivers on the importance of sharing the roadways with walkers and rollers and applicable laws violated by the driver.

OBJECTIVES: There are several requirements identified for the **2025 FG 5339-REGION 10 WALKER ROLLER SAFETY GRANT** along PUBLIC TRANSIT AREAS IN LYNNWOOD, EDMONDS, MOUNTLAKE TERRACE, EVERETT, ARLINGTON, MARYSVILLE AND UNINCORPORATED SNOHOMISH COUNTY in SNOHOMISH COUNTY. The SUB-RECIPIENT agrees to the following requirements:

1. Implement the mobilization plan developed by the local traffic safety task force. The enforcement includes:
 - a. Problem Statement
 - b. Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations.
 - c. Public outreach strategy that targets behaviors drivers are most likely to engage in that contribute to traffic crashes.
 - d. Evaluation plan.
2. The event is data driven. This means data is used to identify locations where enforcement should occur and driver demographics with the highest potential of causing traffic crashes.
3. The enforcement is multijurisdictional and uses a saturation approach. This means SUB-RECIPIENT is coordinating efforts with adjacent law enforcement agencies so that the driving public has the perception of law enforcement omnipresence on targeted roads.
4. The public is made aware of the event before, during, and after the enforcement takes place. This means that messages reach all target audiences in the community, regardless of English proficiency, who use the targeted transportation system. Local outreach and public education campaigns will take place during the enforcement period.
5. Officers are encouraged to educate drivers about walker and roller laws and safety during traffic stops.

6. The SUB-RECIPIENT deploys resources to enforce traffic laws in priority areas throughout the year when this project not being implemented.

ADDITIONAL REQUIREMENTS:

In addition, SUB-RECIPIENT agrees to all the following requirements for walker/roller safety enforcement:

1. Use the WEMS system provided by the WTSC to record all activities conducted by their commissioned officers. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.
2. All participating staff receive a briefing prior to the event so that every participant understands and can explain all of the items on the briefing list below. This can be done in person (preferred) or electronic via telephone, email, or virtually.
 - Purpose, goals, strategy, and objectives of the specific enforcement with a focus on the targeted locations and driving behaviors
 - List of on-call DREs and request procedures
 - How to fill out their digital activity log in WEMS
 - Information on how the Mobile Impaired Driving Unit will be used (if applicable)
 - Dispatch information
 - All Participating officers
 - Spotter processes (if applicable)
 - Draeger machines and locations (if applicable)
3. To utilize all available media platforms it has available (website, email newsletters, social media etc...).
4. Participating officers should make as many contacts as they can during these patrols to positively influence driving behavior.

3.1. MILESTONES AND DELIVERABLES

Mobilization

Dates

Walker/Roller Safety Enforcement

Quarterly TBD by Target Zero Manager and partner agency.

Other dates could be identified by the task force.

3.2. COMPENSATION

3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of REGION 10 traffic safety task force with a fully executed grant agreement are eligible to participate in this grant. Agencies may also be compensated at the straight time rate in lieu of overtime.

3.2.2. WTSC will reimburse for personnel overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending this agreement. Grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication among all parties involved, including the TZM, and the WTSC Fiscal Analyst. This communication shall include an Allocation Adjustment form, which details the funding alterations.

Funds within the same enforcement campaign budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.2.5. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.2.6. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has **awarded \$50,000** in **2025 FG 5339-REGION 10 WALKER ROLLER SAFETY GRANT** in federal fiscal year 2026 funds for the purpose of conducting coordinated Walker/Roller Safety Education and Enforcement activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated and pre-approved by the region's traffic safety task force and Target Zero Manager to be eligible for reimbursement. Enforcement activities include emphasis patrols near transit/focus areas. Officers will be looking for poor driver behavior in pedestrian safety focus areas, along with pedestrians not following applicable pedestrian laws. Officers will be expected to provide education on these stops along with reasonable enforcement action. Officers may be asked to conduct observation tasks in focus areas for the purposes of pre and post activity measurement. Education activities may include attending meetings and community events, handing out fliers, presenting to community groups or organizations.

The funding for **REGION 10** is as follows:

EMPHASIS PATROL

Walker/Roller Safety Enforcement

Walker/Roller Education

(Section 405, CFDA 20.616)

\$38,000

\$12,000

\$50,000 Total

3.3.1. The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the “BILLING PROCEDURE” section. Use of the Officer Activity Log in the WTSC’s online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT’S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS’ FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoicing for reimbursement of enforcement activities will be conducted through WTSC’s

grant management system, WEMS. WEMS Officer Activity logs submitted in WEMS, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM/grant project manager for review and approval. The TZM/grant project manager will submit all approved activity logs linked to the invoice to WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to September 30, 2026, **must be received by WTSC no later than November 5, 2026.**

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of

the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind (“claims”) brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT’s performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of

the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called “Work Product”) pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under

48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

SUB-RECIPIENT Contact

Target Zero Manager Region 10 /Walker Roller Grant Project Manager

WTSC Contact

Jim Lawless, Assistant Chief
Marysville Police Department
jlawless@marysvillewa.gov
360-363-8310

Stacey McShane
Stacey.McShane@Snoco.org
425-388-3817
Jessie Knudsen
Program Manager
jknudsen@wtsc.wa.gov
(360) 791-9456

42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT	WASHINGTON TRAFFIC SAFETY COMMISSION
_____ Signature	_____ Signature
<u>Jon Nehring</u> Printed Name	_____ Printed Name
<u>Mayor</u> Title	_____ Title
_____ Date	_____ Date



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 13, 2025

SUBMITTED BY: Jim Lawless, Police

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Interlocal Agreement Between the Washington Traffic Safety Commission and the Marysville Police Department

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Interlocal Agreement between the Washington Traffic Safety Commission and the Marysville Police Department.

SUMMARY: This Interagency Agreement Between the Washington Traffic Safety Commission and the Marysville Police Department provides funding to the police department for the reimbursement of salary (straight time and/or overtime) associated with Target Zero related enforcement activities. These include emphasis patrols in the areas of DUI, seatbelt utilization, and texting while driving, that will be scheduled throughout the year.

ATTACHMENTS:
[HVE IAA Agreement_2025.pdf](#)



**INTERAGENCY AGREEMENT BETWEEN THE
Washington Traffic Safety Commission**

AND

Marysville Police Department

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and SUB RECIPIENT NAME Marysville Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616 for traffic safety grant project 2026-HVE-5732-Region 10 HVE, specifically to provide funding for the law enforcement agencies in WTSC Region 10 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

WTSC grant 2026-HVE-5732-Region 10 HVE was awarded to the WTSC Region 10 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2025, and remain in effect until September 30, 2026 unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

In 2023, Washington State experienced the deadliest year on its roads since 1990. The trajectory of this rise in fatalities reflects a broader trend of increasing impairment-related crashes, speeding, and compounding issues in law enforcement, medical, and judicial systems. This uptick in fatal crashes is deeply intertwined with impaired driving, law enforcement challenges, and societal impacts.

A Decade of Increasing Traffic Fatalities

The rise in fatalities has been both sharp and persistent:

- 2015 saw a drastic 19.3% increase in traffic fatalities, the largest single-year jump since data collection began in 1968.
- Following this spike, fatalities stabilized between 2015 and 2019.
- In 2020, despite pandemic-related reductions in traffic volume, fatalities climbed 6.7%, from 538 to 574.
- The situation worsened in 2021-2023, when fatalities surged by 20.2%, from 674 in 2021 to 810 in 2023, the highest number since 1990. This five-year increase represents the most rapid rise in traffic fatalities recorded in Washington State's history.
- Pedestrian fatalities were a record-high of 157 in 2023 and pedestrian serious injuries reached 472, also a record high for the state.

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

3.1.2 Project Purpose and Strategies

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety. High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors. Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2025).
- Distracted driving enforcement during the Distracted Driving campaign (April 2026)
- Seat belt enforcement during the Click It or Ticket campaign (May 2026).
- Impaired driving enforcement during the Summer DUI campaign (August 2026).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

3.1.3.1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand

the highest priority areas in their communities to focus their efforts.

3.1.3.2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.

3.1.3.3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.

3.1.3.4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB- RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

3.1.4 Project Intent and Best Practice

3.1.4.1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2025, Distracted Driving campaign in April 2026, Click It or Ticket campaign in May 2026, and Summer DUI campaign in August 2026).

NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.

3.1.4.2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.

3.1.4.3. Regional task force will be submitting quarterly progress reports and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly progress reports are due January 15, April 15, July 15, and October 15.

3.1.4.4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.

3.1.4.5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.

3.1.4.6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.

3.1.4.7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe

driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.

3.1.4.8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.

3.1.4.9. Performance will be monitored by the regional TZM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have met the purpose/intent of this grant in multiple emphasis patrols.

3.1.4.10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.

For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.

3.1.4.11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

3.1.4.12. In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

3.1.4.13. WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well as their regional Target Zero Manager to identify priorities for engaging with the community.

3.1.4.14. WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of the mobilizations listed below. However, the region must have some law enforcement participation in all of the mobilizations listed. Dates are tentative and may change when NHTSA publishes their FFY2026 mobilization calendar.

Mobilization Dates

Holiday DUI December 16, 2025 – January 1, 2026



U Drive. U Text. U Pay. April 6 – 13, 2026

Click It or Ticket May 11 – May 31, 2026

It's a Fine Line (optional if funded) July 2026 (Dates TBD)

DUI Drive Sober or Get Pulled Over August 19 – September 7, 2026

3.2 PROJECT GOALS

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

3.3 COMPENSATION

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated

quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.

3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB- RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.4 PROJECT COSTS

The WTSC has awarded **\$192,500.00** to the WTSC Region 10 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.



APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the



activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2026, must be received by WTSC no later than August 10, 2026. All invoices for goods received or services performed between July 1, 2026 and September 30, 2026, must be received by WTSC no later than November 15, 2026.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings

shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB- RECIPIENT, by mutual negotiation, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security

procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new

funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB- RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB- RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein

or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly

rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total

compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub- awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub- recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. FEDERAL NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities"). These include but are not limited to:

37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

37.1.1.2. 49 CFR part 21

37.1.1.3. 28 CFR section 50.3

37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)

37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)

37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)

37.1.1.8. The Civil Rights Restoration Act of 1987

37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA".

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

GENERAL REQUIREMENTS

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB- RECIPIENT’s officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

41.3.2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine



that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

41.3.3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any SUB-RECIPIENT, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a SUB-RECIPIENT, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

42. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB- RECIPIENT is:

James Maples
Sergeant
JMaples@marysvillewa.gov
360-363-8337

The Contact for WTSC is:

Jerry Noviello
WTSC Program Manager
jnoviello@wtsc.wa.gov
360-725-9897

AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT:

Signature



Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Date



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 13, 2025

SUBMITTED BY: Jim Lawless, Police

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Data Sharing Agreement Between the Washington State Patrol and the Marysville Police Department

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

SUMMARY: The Marysville Police Department currently utilizes the Washington State Patrol's Sector program for traffic collision reporting and infraction/citation issuance. The Washington State Patrol is phasing out that system and replacing it with the new TraCS system. As a result, a new data sharing agreement for this new system integration is required.

ATTACHMENTS:

[TraCS _DSA_Marysville_PD_100625.pdf](#)

**TRAFFIC AND CRIMINAL SOFTWARE
DATA SHARING AGREEMENT
BETWEEN
WASHINGTON STATE PATROL
AND
City of Marysville Police Department**

This Agreement is made and entered into by and between the Washington State Patrol, hereinafter referred to as WSP, and the City of Marysville Police Department hereinafter referred to as the Agency (collectively referred to as "Party or Parties"). This Agreement is entered into under authority of the Revised Code of Washington 39.34 Interagency Agreements.

PURPOSE

The purpose of this Agreement is to provide the Agency listed above access to the WSP's Traffic and Criminal Software (TraCS). This Agreement defines roles and expectations regarding the Traffic and Criminal Software (TraCS) processes data sharing and use practices, and the method for resolving technical issues.

- ☒ A general authority Washington law enforcement agency as defined in Section 10.93.020 of the Revised Code of Washington
- ☐ A limited authority Washington law enforcement agency as defined in **Click or tap here to enter text.**
- ☐ An Office of a Prosecuting Attorney as defined in Chapter 36.27 of the Revised Code of Washington
- ☐ An "Animal care and control agency" as defined in Chapter 16.52.011(c) of the Revised Code of Washington

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

"AOC" means the Administrative Office of the Courts.

"Confidential Information" shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either [Chapter 42.56 RCW \(Public Records Act\)](#) or other state or federal statutes. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data.

"DOL" means the Department of Licensing.

"DUI" means Driving Under the Influence.

"eTRIP Committee" means the group comprised of the WTSC, WASPC, WSP, AOC, WSDOT and DOL traffic records governing entities.

"Individually Identifiable Health Information" is a subset of health information, including demographic information collected from an individual and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, as set forth in [45 CFR 164.501](#) as currently enacted and subsequently amended or revised.

"JINDEX" means Justice Information Network Data Exchange, an application managed by WaTech.

"LASA" means Local Agency System Administrator.

"NOCC" means Notice of Criminal Citation.

"NOI" means Notice of Infraction.

"Personal Information" means information or set of linked information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law

enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either [Chapter 42.56 RCW \(Public Records Act\)](#) or other state and federal statutes.

“PTCR” means Police Traffic Collision Reports.

“Protected Health Information” means Individually Identifiable Health Information that is transmitted by electronic media or transmitted or maintained in any other form or medium, as set forth in [45 CFR 164.501](#), as currently enacted and subsequently amended or revised.

“TraCS Client” means Traffic and Criminal Software.

“WASPC” means the Washington Association of Sheriffs and Police Chiefs.

“WaTech” means Washington Technology Solutions.

“WSDOT” means the Washington State Department of Transportation.

“WSP” means the Washington State Patrol.

“WTSC” means the Washington Traffic Safety Commission.

2. Statement of Work

The Parties to this Agreement shall furnish the necessary personnel, equipment, material, or service(s) and otherwise do all things necessary for or incidental to the exchange of data as set forth in *Attachment A, Statement of Work and Data Security Requirements*.

3. Period of Performance

The period of performance shall commence on the date of the last signature and continue in full force and effect until terminated as provided herein.

4. Payment

This is a non-financial Agreement. In no event shall either Party seek compensation from the other Party for work performed under this Agreement.

5. Records Maintenance

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. Except as outlined in this agreement or otherwise required by law, the receiving party will not disclose or make available this material to any third party without first giving notice to the furnishing party at least fifteen days in advance of the disclosure. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6. Confidentiality

Except as set forth herein or otherwise required by law, the use or disclosure by either Party of any information concerning the other Party for purposes not directly connected with the administration of responsibilities for the services provided under this agreement is prohibited. Each Party shall maintain all information which the other Party specifies in writing as Confidential Information to the extent consistent with Washington State or federal law. The Agency shall have an appropriate agreement with its employees and all others with access to the system to this effect.

6.1 Safeguarding of Confidential Information:

Each Party shall not use or disclose Confidential Information in any manner that would constitute a violation of federal or Washington State law. Each Party agrees to comply with all applicable federal and state laws and regulations, as currently enacted or revised, regarding data security, personal information, and electronic data interchange of Confidential Information.

Each Party shall protect Confidential Information collected, used, or acquired in connection with this Agreement, against unauthorized use, disclosure, modification, or loss. Except as otherwise required by law, each Party shall ensure their directors, officers, employees, subcontractors, or agents use it only for the purposes of accomplishing the services set forth in this Agreement. Each Party and all other

authorized users with access to the system agree not to release, divulge, publish, transfer, sell, or otherwise make it known to unauthorized persons. Additional authorized users may be added to the system or may receive data upon execution of a data sharing agreement between the Parties, the execution of which shall require WSP advanced approval. Each Party agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure. The Contractor shall make corrections or amendments to the Personal Information as directed by WSP and incorporate those changes into all the copies maintained by the Contractor or their Subcontractors.

Each Party reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by the other party through this Agreement. The monitoring, auditing, or investigating may include, but is not limited to, Salting. “*Salting*” is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

Each Party shall notify the other Party in writing within 24 hours upon becoming aware of any unauthorized access, use, or disclosure. Each Party shall take necessary steps to mitigate the harmful effects of such use or disclosure. The Party whose data has been subject to any unauthorized access, use, or disclosure, is financially responsible for notification of the unauthorized access, use, or disclosure. The details of the notification must be approved by the other Party. Each Party agrees to defend, protect, and hold harmless the other party for any damages related to unauthorized use or disclosure by their officers, directors, employees, Subcontractors, or agents.

Any breach of this clause may result in termination of the Agreement, suspension of on-line access accounts, or the demand for return of all confidential information.

6.2 Release of Records to State Agencies

The WSP may release records to the WTSC for carrying out the purpose, powers, and duties of the WTSC as defined in RCW 43.59. The WSP may release records to other state agencies with an authorized purpose for receiving records upon request. The WSP will maintain data sharing agreements with external agencies receiving records governed by this agreement.

6.3 Release of Records for Human Subjects Research

“Research” means a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge. Release of confidential records for research shall comply with state and federal human research review processes, as implemented by the Washington State Institutional Review Board.

7. Keep Washington Working / Immigration Law

Under Washington law, the WSP and its personnel are generally prohibited from enforcing federal immigration law. See RCW 10.93.160. Neither WSP nor any of its employees may contract in any way to provide civil immigration enforcement assistance. The purpose of this addendum is to make clear that the parties interpret the attached agreement as consistent with the Washington law, including RCW 10.93.160, in that WSP and its personnel shall not engage in any acts proscribed by Washington law.

Consistent with RCW 10.93.160 and Washington Executive Order 17-01, the parties to this agree not to use or share any information obtained from the WSP, its systems, or its personnel, with any third parties to support or engage in civil immigration enforcement activities.

8. Directive 22-12 Reproductive Health Care Rights

Prohibiting cooperation or assistance with out-of-state abortion and other reproductive health care investigations, prosecutions, or other legal actions

Pursuant to the provisions of RCW 9.02.110, RCW 9.02.120, and the Governor’s Directive 22-12 dated June 30, 2022, the WSP is generally prohibited from cooperating with or providing assistance to out-of-state abortion and other reproductive health care investigations, prosecutions, or other legal actions.

Neither WSP nor any of its employees or subdivisions may contract in any way to provide civil or criminal cooperation or assistance with abortion and other reproductive health care investigations,

prosecutions or other legal actions, including through agreements for task force participation, mutual aid, data sharing, communications dispatch, or any other agreement that shares resources and/or provides data as described herein. WSP shall not use or share WSP resources and/or data, including any individuals' personal information ascertained by the WSP or its personnel, with any third parties to support or engage in abortion or other reproductive health care investigations, prosecutions, or other legal actions.

Therefore, to comply with Governor's directive 22-12 and applicable statutes, the Agency shall not use or share WSP resources and/or data, including any individuals' personal information ascertained by the WSP or its personnel, with any third parties or to support or engage abortion or other reproductive health care investigations, prosecutions, or other legal actions.

The prohibition on information sharing includes place of birth, present location, release date from detention, if applicable, reproductive health care history, and family members' names, absent a court order, judicial warrant, except as may be required by the Public Records Act (PRA), chapter 42.56 RCW. Incidents of disclosure of such personal information shall be considered a breach of this agreement and shall be reported to a designated WSP official.

9. Data Retention Notification

WSP will notify Agency when data sets have met the WSP requirements for destruction and provide Agency 14 (fourteen) days to export any data that they own before WSP submits a destruction request.

10. 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. WSP staff providing services under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee and shall perform the duties required by this Agreement in a manner consistent with WSP policy and regulations, applicable state and local laws, and the Constitutions of the State of Washington and the United States. The assignment of personnel to accomplish the purpose of this Agreement shall be at the discretion of the Chief of WSP or designee.

11. Agreement Alterations and Amendments

This agreement may be amended or altered upon execution of a written 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.

- 11.2 Changes to the points of contact information may be provided in writing by email to the other Party within 10 days of any such change and enter into a written amendment to memorialize such change.
- 11.3 Without need for written amendment, in its sole discretion, the WSP may require changes in data formats, report forms and other business rules. The Agency will be notified when any changes or updates to these requirements occur, and the Agency shall comply with any such changes.
- 11.4 WSP shall advise the Agency of any changes to *Attachment C, eTRIP Committee Training* within five (5) business days of the change taking affect, without need for written amendment.

12. Termination

Either party may terminate this Agreement upon 30 days' prior written notification 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 before the effective date of termination.

13. Disputes

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts,

agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either party may request intervention by the Governor, as provided by [RCW 43.17.330](#), in which event the Governor's process will control.

14. 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 and WSP policy. The provisions of this Agreement shall be construed to conform to those laws and policy.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy, the inconsistency shall be resolved by giving precedence in the following order:

1. The terms of this Agreement
2. Applicable state and federal statutes, rules, and WSP policy;
3. Statement of work; and
4. Any other provisions of the agreement, including materials incorporated by reference.

15. Assignment

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part.

16. 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 written amendment executed between the parties.

17. Hold Harmless

To the extent allowable by law, each Party shall defend, protect, and hold harmless the other Party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that Party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.

18. **Rights of Inspection** Each party shall provide right of access to the other party, its officers, or any other authorized agent or official of the state or federal government at all reasonable times, in order to monitor and evaluate the following: Performance, compliance, or quality assurance of internal policies and procedures, or records relating to the safeguarding, use, and disclosure of Confidential Information obtained or used as a result of this Agreement. Each party shall make available information necessary for the other party to comply with a client's right to access, amend, or receive an accounting of disclosures of their Confidential Information.

19. Subcontracting

Subcontractors are not anticipated under this Agreement. However, if Agency desires to subcontract any of the services herein, it must first obtain approval from the WSP. Consent shall not be unreasonably withheld. This clause does not include contracts of employment between a party and their personnel who have been assigned to work under this Agreement. Each party is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Agreement are carried forward to any subcontracts.

"Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this contract under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

20. Severability

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

21. Termination of Access

Each party may at its discretion disqualify an individual authorized by the other party from gaining access to data. Termination of access of one individual by either party does not affect other individuals authorized under this Agreement.

22. Filing Requirements

This Contract may be required to be filed with the Department of Enterprise Services pursuant to Chapter 39.26 RCW. No contract so filed is effective nor shall work commence under it until the tenth (10th) working day following the date of filing subject to DES approval.

23. Governing Law

This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington

24. Antidiscrimination - SB 5186

- 25.1 **Nondiscrimination Requirement.** During the term of this Agreement, Agency shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Agency shall give written notice of this nondiscrimination requirement to any labor organizations with which Agency has a collective bargaining or other agreement.
- 25.2 **Obligation to Cooperate.** Agency shall cooperate and comply with any Washington state agency investigation regarding any allegation that Agency has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- 25.3 **Default.** Notwithstanding any provision to the contrary, WSP may suspend Agency may upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSP receives notification that Agency is cooperating with the investigating state agency. In the event Agency is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSP may terminate this Agreement in whole or in part, and Agency may be referred for debarment as provided in RCW 39.26.200. Agency may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

25. Supplier Diversity

This contract is not subject to Subcontractor Payment Reporting.

26. Agency Contacts

The below-listed Contacts for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contacts for the Agency are:	The Contacts for the WSP are:
<u>Jon Nehring, Mayor</u> (Data Sharing Agreement Issues) City of Marysville Police Department 501 Delta Ave Marysville, WA 98270 Phone: 360 363-8310 Email: jlawless@marysvillewa.gov	<u>Debra Peterman, TraCS Program Manager</u> Washington State Patrol PO Box 42622 Olympia WA 98504-2622 Phone: 253-753-8285 E-Mail: debbie.peterman@wsp.wa.gov <u>Jamie Ralkey, TraCS Support Specialist</u> (Technical Issues and Change Requests) Phone: 360-705-5999 E-Mail: TraCS@wsp.wa.gov

27. Public Disclosure

The Agency acknowledges that WSP is subject to Chapter 42.56 RCW and that this contract shall be a public record as defined in the Public Records Act. Any specific information claimed by the Agency to be proprietary information must be clearly identified as such. To the extent consistent with Chapter 42.56 RCW, the WSP shall maintain the confidentiality of all such information marked as proprietary information. If a public records request is received pursuant to Chapter 42.56 RCW for documents related to this agreement, the WSP will give the contractor ten days' written notice at the Agency's last known address before releasing any documents the Agency has marked as proprietary information. It is the Agency's responsibility to take legal action to obtain an injunction prior to the expiration of the ten days' notice. The Agency will indemnify, defend, and hold harmless the WSP for release of documents related to this contract as required by law. Nothing contained in this Section or any other portion of this agreement affects or modifies the WSP's obligation to disclose public records under Chapter 42.56 RCW or other applicable law.

If the Agency receives a public records request under Chapter 42.56 RCW for any records containing Data subject to this Agreement, Agency agrees to notify the WSP RMD Public Records Officer within five (5) business days and to follow the procedure set out in this section before disclosing any records. The WSP Public Records Officer can be contacted at pubrecs@wsp.wa.gov.

The Agency must provide a copy of the records with proposed redactions to WSP within the time frame required by WSP. WSP will respond within ten (10) business days of receipt of the redacted records to identify concerns with disclosure of the records, propose any changes to the Agency's redactions, or request more time if needed. If the Agency disagrees with any of WSP's concerns or proposed changes, the Agency must notify WSP of that disagreement and provide WSP with a minimum of fifteen (15) business days to obtain a restraining order or injunction under RCW 42.56.540 before disclosing any records.

28. Force Majeure

Neither Party shall be liable to the other or deemed in default under this Agreement if and to the extent that such Party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, floods, epidemics, or other similar occurrences. Notification: If either Party is delayed by force majeure, said Party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other Party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the Party from performing in accordance with this contract. Rights Reserved: The state reserves the right to cancel the Agreement during the time of force majeure, and Agency shall have no recourse against WSP.

29. Electronic Signatures

A signed copy of this document or any other ancillary document transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this document or such an ancillary document for all purposes. Approved signatures shall include wet ink scanned signatures, or certified electronic signatures. Uncertified electronic signatures are not considered valid signatures and shall not be accepted by the WSP.

30. All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Notwithstanding any provision to the contrary, in no event shall any unilateral documents such as 'click-through agreements,' software or web-based application terms and conditions, or any other unilateral agreement not specifically incorporated herein modify the terms and conditions of this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
City of Marysville Police Department

STATE OF WASHINGTON
WASHINGTON STATE PATROL

Signature
Name: Jon Nehring
Title: Major

Date

Signature
Name: Heather Anderson
Title: IT Division Commander

Date

The Agency shall furnish the necessary personnel, equipment, material, or services and otherwise do all things necessary incidental to the performance of work as set forth below.

This Attachment documents the security requirements for transferring, accessing, and protecting WSP's network or data shared under the terms of this Agreement.

1. Description of Data

TraCS has two primary parts:

Part One: The TraCS Client application is used by law enforcement officers and prosecutors across the state of Washington to collect data and to create, print, and file electronically NOI/NOCC, PTCR, DUI Arrest Reports, Warnings/Correction Notices, Tow/Impound Forms, and Marine Law Enforcement Vessel Inspection and Warning forms.

Part Two: The second part is all the eTRIP Committee partner agency applications that receive and process the data collected on the NOI/NOCC, PTCR, DUI Arrest Reports, Warnings/Correction Notices, Tow/Impound Forms, and Marine Law Enforcement Vessel Inspection and Warning forms either through TraCS (or on paper forms).

2. Agency Responsibilities

The Agency certifies that it operates computers to create or review NOI/NOCC, PTCR, DUI Arrest Reports, Warnings/Correction Notices, Tow/Impound Forms, and Marine Law Enforcement Vessel Inspection and Warning forms pursuant to federal, state, and local requirements using TraCS Client. Under this Agreement the responsibilities of the Agency are:

- A) The Agency shall designate LASA as the primary contact for TraCS and who will receive TraCS Administrator training. The LASA shall:
 - Accept modifications to the TraCS Client;
 - Document and submit recommendations for modification of TraCS via the change request process;
 - Manage the connection(s) needed to move data between the TraCS Client to the TraCS database;
 - Provide support for Agency users and reviewers;
 - Update required Agency processes with the parameters of TraCS.
 - Contact WSP Information Technology Division Customer Services to initiate a work order for problem resolution and tracking.
- B) Agency support staff will install TraCS Client software on Agency-owned equipment. The Agency will not share the TraCS Client with others.
- C) The Agency will adhere to the TraCS application standards for the computing environment as published by WSP. The Agency will make its electronic reporting equipment and system secure and prevent unauthorized use. The Agency will ensure Agency equipment maintains current virus checking software. If the Agency equipment becomes infected, the Agency will take all necessary steps to remove the virus and ensure the virus is not transmitted to the TraCS server located at and maintained by WSP.
- D) Agency users and reviewers will transfer PTCRs, NOIs, and NOCCs electronic records regularly and promptly. All Agency users and reviewers will adhere to the training program.
- E) The Agency will be responsible for all required hardware and software purchased for the Agency use of the TraCS Client application and the transmittal of electronic records to WSP, including Agency personnel, operating, maintenance, and data transmission costs. Any costs associated with the Agency interfacing with the TraCS database through JINDEX will be the responsibility of the Agency.

3. WSP Responsibilities

- a. WSP will provide TraCS Client software to the Agency at no charge. Maintenance of the TraCS Client application is provided by a 3rd party vendor Technology Enterprise Group, Inc. (TEG) and the WSP, including maintaining TraCS baseline code, compliance with the business rules, data formats, and standardized forms. WSP will provide a secure environment for electronic data; and retain this data according to federal and state laws and regulations. WSP will also provide the Agency with any evasive action required to protect the TraCS computing environment from significant risk.
- b. WSP will create LASA Accounts; train the LASA; and assist the LASA in administration of agency accounts.
- c. WSP will provide a change request/control process via the ServiceNow application; coordinate change requests describing issues or enhancements through the eTRIP Committee; and provide notification of application modifications.
- d. WSP will transmit NOIs and NOCCs to AOC; and transmit PTCRs to WSDOT and DOL via the JINDEX application.
- e. WSP reserves the right to review and approve Agency equipment security measures; and to suspend or withhold service until such matters are corrected to the reasonable satisfaction of WSP. This includes validation of current virus checking software packages.
- f. WSP will support eTRIP Committee sanctioned training.
- g. WSP Information Technology Division Customer Services will provide first level telephone support twenty-four (24) hours-a-day, seven (7) days-a-week to assist the Agency in resolving problems with the TraCS application. This support is limited to resolutions for routine questions on the TraCS Client application and processes, including troubleshooting and password resets, and using pre-defined policies and procedures. Items not immediately resolved by WSP/ITD/CSU will be escalated to the WSP/ITD/TraCS Support; this higher level of support is provided during regular business hours, Monday through Friday.

Data provided within the context of this Agreement may be confidential, private or may contain sensitive details about PTCRs, notice of infractions (NOI), and notice of criminal citations (NOCC).

4. Use of Data

Except as otherwise outlined in this agreement or required by law, the data provided by either party shall be used and accessed only for the limited purposes of carrying out activities pursuant to this Agreement as described herein. The data shall not be duplicated or disclosed to any third except as authorized in Section 6.1 of the Agreement. Each party shall not use the data provided for any purpose not specifically authorized under this Agreement.

The party to this Agreement that receives personal information from another state agency must protect it in the same manner as the original agency that collected the information pursuant to [Executive Order 00-03](#).

5. Rights in Data

The State of Washington shall be the copyright owner, for all purposes under Title 17 U.S.C., of all data which originates from this Agreement. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, or sound reproductions. Ownership includes the right to use, copyright, patent, register, and transfer these rights.

6. Security of Data

Each party shall take due care to protect the shared data from unauthorized physical and electronic access, as described in this Agreement, to ensure the parties are in compliance with all appropriate federal laws, Criminal Justice Information Services (CJIS) Security Policy as appropriate, and

applicable provisions of the State of Washington Office of the Chief Information Officer (OCIO) security standards.

7. Data Handling Requirements

The handling requirements and protective measures for (Restricted) Confidential data while it is in motion and at rest are as follows:

a. GENERAL ACCESS:

Access to the TraCS System is based on business need-to-know. It is explicitly authorized by the WSP data owner to specific individuals.

b. Transmission of Data:

- i. Electronic file transfer— Secure file transfer (encrypted) required.
- ii. Transmission by mail—Traceable delivery required (e.g., messenger, federal or commercial carrier, certified, return receipt mail).
- iii. Transmission by facsimile to a facility that is not secure is prohibited
- iv. Electronic Mail – Encrypted files/data attached to email required
- v. Portable Storage Media, e.g., CDs, DVDs, USB flash drives, tapes, etc. – Encryption Required

c. Print:

Store in a secured, lockable enclosure.

d. Copying:

Photocopying, equipment use, electronic storage devices to process the photocopied/scanned image. Any electronic storage devices in the photocopying equipment must be either wiped or destroyed upon termination of this agreement

e. Media Disposal:

- i. Printed materials (reports and documents): Destruction is required (recycling is prohibited). Crosscut shredding of printed material is approved. The use of certified, marked, and locked bins to hold printed material until it is shredded is appropriate.
- ii. Removable magnetic or optical storage media (tape, diskettes, CDs): Media must be destroyed or deposited in certified bins specifically designated for magnetic media or "cleaned" using a U.S. Department of Defense-standard data cleaning program and then may be reused. Note: Inoperable electronic media must be destroyed. For example, failed hard disks are not returned to the manufacturer, but are destroyed.

f. Physical Security of Data:

Access to areas containing the data must be physically restricted. Data must be locked when left unattended.

g. Electronic Data at Rest:

If there is a need for data to be stored on any of the Recipient's devices, the Agency must assure unauthorized access cannot take place, including but not limited to session locks with password protection when the computer is on and left unattended. Data stored on non-WSP equipment must be encrypted.

h. Authentication of User Identity:

- i. Authentication from inside a WSP facility for the Agency staff to access internal LAN and computer systems requires user ID and password.
- ii. Authentication for the Agency staff from a location outside of a WSP facility requires strong authentication (e.g., digital certificates, hardware, tokens, biometrics, etc.) is required.

i. Data Recovery:

Loss of the data or equipment. Legal notification to WSP's contract manager is required.

j. Data/Media Disposal:

Upon completion of work, the data collected must be destroyed or returned to WSP. Certification of Data Disposition form (*Attachment D*) is required.

k. Systems Management:

Contractor shall ensure all systems, including portable systems are maintained with all best security practices equal to WSP's including but not limited to:

- Install and maintain commercially available antivirus program
- maintain current levels of security patches on operating systems
- utilize firewalls
- utilize FIPS 140-2 certified encryption software with proper configurations
- maintain physically secure areas for information systems
- monitor logs
- utilize an established incident plan
- report incidents involving WSP data

DATA CLASSIFICATION DECLARATION

Data described in this data sharing agreement is assessed to be in the following data (confidentiality) classification:

☒ **CONFIDENTIAL**

A data classification for data that, due to its sensitive or private nature, requires limited and authorized access. Its unauthorized access could adversely impact the agency legally, financially or damage its public integrity.

☐ **RESTRICTED CONFIDENTIAL**

A data classification for the most sensitive medical and business data within the agency. It is confidential (as defined above); however, with a need for added protection. Its unauthorized access would seriously and adversely impact the organization, its customers, employees, or business partners.

METHOD OF DATA ACCESS

Method of Access/Transfer

The data shall be provided by the WSP in the following format:

- ☐ Encrypted data on CD-ROM
- ☐ Encrypted electronic mail
- ☐ Encrypted files/data attached to electronic mail
- ☐ US or CMS mail
- ☐ Secure file transfer
- ☐ On-line application
- ☐ Network assessment
- ☒ Direct connection to the network –and security information to assure Client connectivity.
- ☐ Other: **Click or tap here to enter text.**

Frequency of Data Exchange

- ☐ One time: data shall be delivered by **Click or tap here to enter text.** (date)
- ☐ Repetitive: frequency or dates **Click or tap here to enter text.**
- ☒ As available

AUTHORIZED ACCESS TO DATA

Access to the data is limited to individual agency staff and business partners who are specifically authorized and who have a business need-to-know. In accordance with the terms contained herein and prior to making the data available, the Agency shall notify all staff with access to the data of the use and disclosure requirements.

1. TRAINING REQUIREMENTS

- a. Training courses conducted within an Agency must be coordinated with the Washington Association of Sheriffs and Police Chiefs (WASPC) TraCS Training Coordinator.
- b. Each agency user must attend a WASPC sponsored training course.
- c. WASPC will provide a course attendee to the WSP for user account creation.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 13, 2025

SUBMITTED BY: Sarah Calvin, Executive

ITEM TYPE: Mayor's Business

AGENDA SECTION: **Mayor's Business**

SUBJECT: Re-Appointment of Ryan Brown, Rachel Ralson, and Ivonne Sepulveda to the Hotel/Motel Tourism Grant Committee

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[Hotel-Motel Tourism Grant Reappointments.pdf](#)



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby re-appoint RYAN BROWN as a member of the HOTEL/MOTEL TOURISM GRANT COMMITTEE of the City of Marysville, pursuant to the provisions of RCW 67.28.1817; dated this 13th day of OCTOBER 2025.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the HOTEL/MOTEL TOURISM GRANT COMMITTEE of the City of Marysville in the manner required by law.

Dated this 13th day of OCTOBER 2025

RYAN BROWN

This term of appointment expires on TUESDAY, OCTOBER 13, 2026.



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby re-appoint RACHEL RALSON as a member of the HOTEL/MOTEL TOURISM GRANT COMMITTEE of the City of Marysville, pursuant to the provisions of RCW 67.28.1817; dated this 13th day of OCTOBER 2025.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the HOTEL/MOTEL TOURISM GRANT COMMITTEE of the City of Marysville in the manner required by law.

Dated this 13th day of OCTOBER 2025

RACHEL RALSON

This term of appointment expires on TUESDAY, OCTOBER 13, 2026.



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby re-appoint IVONNE SEPULVEDA as a member of the HOTEL/MOTEL TOURISM GRANT COMMITTEE of the City of Marysville, pursuant to the provisions of RCW 67.28.1817; dated this 13th day of OCTOBER 2025.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the HOTEL/MOTEL TOURISM GRANT COMMITTEE of the City of Marysville in the manner required by law.

Dated this 13th day of OCTOBER 2025

IVONNE SEPULVEDA

This term of appointment expires on TUESDAY, OCTOBER 13, 2026.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 13, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Appointment

AGENDA SECTION: **Mayor's Business**

SUBJECT: Appointments of Daniel Lucier, John Ray, and Otto Young; and Re-Appointments of Mark James and Tom King to the CDBG Advisory Board

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CDBG Appointments & Reappointments.pdf](#)



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby appoint DANIEL LUCIER as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville, pursuant to the Marysville Municipal Code 2.92.020; dated this 13th day of OCTOBER 2025.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this 13th day of OCTOBER 2025

DANIEL LUCIER

This term of appointment expires on FRIDAY, OCTOBER 13, 2028.



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby appoint JOHN RAY as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville, pursuant to the Marysville Municipal Code 2.92.020; dated this 13th day of OCTOBER 2025.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this 13th day of OCTOBER 2025

JOHN RAY

This term of appointment expires on TUESDAY, OCTOBER 13, 2026.



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby appoint OTTO YOUNG as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville, pursuant to the Marysville Municipal Code 2.92.020; dated this 13th day of OCTOBER 2025.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this 13th day of OCTOBER 2025

OTTO YOUNG

This term of appointment expires on TUESDAY, OCTOBER 13, 2026.



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby re-appoint MARK JAMES as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville, pursuant to the Marysville Municipal Code 2.92.020; dated this 13th day of OCTOBER 2025.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this 13th day of OCTOBER 2025

MARK JAMES

This term of appointment expires on WEDNESDAY, DECEMBER 31, 2025.



Office of the Mayor
Jon Nehring
501 Delta Avenue
Marysville, WA 98270
Phone: 360-363-8000

APPOINTMENT

I, JON NEHRING, Mayor of the City of Marysville, do hereby re-appoint TOM KING as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville, pursuant to the Marysville Municipal Code 2.92.020; dated this 13th day of OCTOBER 2025.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this 13th day of OCTOBER 2025

TOM KING

This term of appointment expires on WEDNESDAY, DECEMBER 31, 2025.