



**CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 14, 2026 — 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

AGENDA

To listen to the meeting without providing public comment:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/29183429449985?p=Gvrc8twB15fSB5KfD6>

Meeting ID: 291 834 294 499 85

Passcode: 8i6sd6sN

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

1. Swearing-in of Police Officers Spencer Hamilton and Zach Krofchek and Police Corporal Dylan Burnett
2. Proclamation Declaring September 21–25, 2026 as Finance and Accounting Appreciation Week
3. Proclamation Declaring September 26, 2026, Human Resources Professionals Day

Public Comment

Approval of Minutes (Written Comment Only Accepted from Audience)

Consent

4. September 2, 2026, Claims in the Amount of \$630,471.61 paid by EFT Transaction Check Numbers 196791 through 196794 and Check Numbers 196795 through 196908

Review Bids

Public Hearing

New Business

5. An **Ordinance** Relating to Amendments to the City's Unified Development Code (MMC Title 22) Relating to Sign Code Variances and Amending MMC Section 22C.160.300
Recommended Motion: I move to adopt Ordinance No. _____.
6. Interagency Agreement AOC3366 Between the Washington State Administrative Office of the Court and Marysville Municipal Court for Pre-Trial Service related costs
Recommended Motion: I move to ratify the Mayor's execution of the Interagency Agreement between the Washington State Administrative Office of the Court and the Marysville Municipal Court for Pre-Trial service related costs.
7. Interagency Agreement AOC3484 Between the Washington State Administrative Office of the Court and Marysville Municipal Court for Post Conviction Alternatives to Incarceration Funding
Recommended Motion: I move to ratify the Mayor's execution of the Interagency Agreement Between the Washington State Administrative Office of the Court and Marysville Municipal Court for Post Conviction Alternatives to Incarceration Funding.
8. Interagency Agreement AOC3606 Between the Washington State Administrative Office of the Court and Marysville Municipal Court for Language Access and Interpreter Reimbursement Program
Recommended Motion: I move to ratify the Mayor's execution of the Interagency Agreement between the Washington State Administrative Office of the Court and Marysville Municipal Court for reimbursement for qualified interpreter/translation services.
9. An **Ordinance** Amending Chapter 6.45 of the Municipal Code, Adopting RCW 9A.60.047 And Establishing a Crime of False Identification As a Peace Officer
Recommended Motion: I move to adopt Ordinance No. _____.
10. Project Acceptance - Comeford Park Sidewalk and Lighting
Recommended Motion: I move to authorize the Mayor to accept the Comeford Park Sidewalk and Lighting Project, starting the 60-day lien filing period for project closeout.
11. PUD Service Contract for the 88th St NE Corridor Project - Phase 1 to Provide Illumination Services
Recommended Motion: I move to authorize the Mayor to sign and execute the customer service contract with PUD, and approve an additional \$49,790.34 for a total estimated cost of \$187,205.23, to provide illumination services on the 88th ST NE Corridor Project – Phase 1.

12. Amendment No. 2 to the Air Quality VW EV Charging Level 2: Charge Where You Are Agreement Between the State of Washington Department of Ecology And the City of Marysville – Public Works Department
Recommended Motion: I move to authorize the Mayor to sign and execute Amendment No. 2 to the Grant Agreement AQVWLVL2-2025-MaryPW-00219 with the State of Washington Department of Ecology for the EV Charging Level 2 project.
13. Supplemental Agreement No. 2 to the Professional Services Agreement with KPFF Consulting Engineers, to provide preliminary design and environmental review for the 156th Street NE Railroad Overcrossing Project
Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 2 to the Professional Services Agreement with KPFF Consulting Engineers for preliminary design and environmental review services associated with the 156th Street NE Railroad Overcrossing Project.
14. A **Resolution** Authorizing Segregation of Assessments Under Local Improvement District No. 71 Pursuant to RCW 35.44.410
Recommended Motion: I move to adopt Resolution No. _____.
15. Supplemental Agreement No. 1 to the Professional Services Agreement with Billing Document Specialists, to provide bill printing, lockbox services, online bill presentment, online bill payment, and phone payment services
Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 to the Professional Services Agreement with Billing Document Specialists, to provide bill printing, lockbox services, online bill presentment, online bill payment, and phone payment services.
16. An **Ordinance** Prohibiting Parking On Ash Avenue South of the 3rd Street Alley
Recommended Motion: I move to adopt Ordinance No._____.

Legal

Mayor's Business

17. Appointment of Elina Pugacheva to the Planning Commission

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

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

AGENDA ITEM NO. 1.

DATE: September 14, 2026

SUBMITTED BY: Darcy Knutson, Confidential Executive Assistant

PRESENTED BY: Erik Scairpon, Chief

ITEM TYPE: Oath of Office

AGENDA SECTION: Presentations

SUBJECT:
Swearing-in of Police Officers Spencer Hamilton and Zach Krofchek and Police Corporal Dylan Burnett

SUGGESTED ACTION:

SUMMARY:
Swearing-in of two new police officers: Zach Krofchek and Spencer Hamilton
Swearing-in of police corporal Dylan Burnett.

ATTACHMENTS:
PO Hamilton, PO Krofchek, CPL. Burnett



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



**POLICE OFFICER
OATH OF OFFICE**

MARYSVILLE POLICE DEPARTMENT

I, SPENCER HAMILTON, DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA; THE LAWS OF THE STATE OF WASHINGTON; AND THE ORDINANCES OF THE CITY OF MARYSVILLE; AND THAT I WILL FAITHFULLY, HONESTLY, AND IMPARTIALLY PERFORM THE DUTIES OF POLICE OFFICER FOR THE CITY OF MARYSVILLE, ACCORDING TO THE BEST OF MY ABILITY, SO HELP ME GOD.

SIGNED THIS 14TH DAY OF SEPTEMBER, 2026

SPENCER HAMILTON
POLICE OFFICER

ERIK SCAIRPON
CHIEF OF POLICE

JON NEHRING
MAYOR

TINA BROCK
CITY CLERK



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



**POLICE OFFICER
OATH OF OFFICE**

MARYSVILLE POLICE DEPARTMENT

**I, ZACH KROFCHEK, DO SOLEMNLY SWEAR THAT I WILL SUPPORT
THE CONSTITUTION OF THE UNITED STATES OF AMERICA; THE
LAWS OF THE STATE OF WASHINGTON; AND THE ORDINANCES OF
THE CITY OF MARYSVILLE; AND THAT I WILL FAITHFULLY,
HONESTLY, AND IMPARTIALLY PERFORM THE DUTIES OF POLICE
OFFICER FOR THE CITY OF MARYSVILLE, ACCORDING TO THE
BEST OF MY ABILITY, SO HELP ME GOD.**

SIGNED THIS 14TH DAY OF SEPTEMBER, 2026

**ZACH KROFCHEK
POLICE OFFICER**

**ERIK SCAIRPON
CHIEF OF POLICE**

**JON NEHRING
MAYOR**

**TINA BROCK
CITY CLERK**

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



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



**POLICE CORPORAL
OATH OF OFFICE**

MARYSVILLE POLICE DEPARTMENT

**I, DYLAN BURNETT, DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE
CONSTITUTION OF THE UNITED STATES OF AMERICA; THE LAWS OF
THE STATE OF WASHINGTON; AND THE ORDINANCES OF THE CITY OF
MARYSVILLE; AND THAT I WILL FAITHFULLY, HONESTLY, AND
IMPARTIALLY PERFORM THE DUTIES OF POLICE CORPORAL FOR THE
CITY OF MARYSVILLE, ACCORDING TO THE BEST OF MY ABILITY, SO
HELP ME GOD.**

SIGNED THIS 14TH DAY OF SEPTEMBER, 2026

**DYLAN BURNETT
POLICE CORPORAL**

**ERIK SCAIRPON
CHIEF OF POLICE**

**JON NEHRING
MAYOR**

**TINA BROCK
CITY CLERK**



Agenda Bill

AGENDA ITEM NO. 2.

DATE: September 14, 2026

SUBMITTED BY: Lauren Chomiak, Communications Manager

PRESENTED BY: Jon Nehring, Mayor

ITEM TYPE: Proclamation

AGENDA SECTION: Presentations

SUBJECT:
Proclamation Declaring September 21–25, 2026 as Finance and Accounting
Appreciation Week

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
Finance & Accounting Appreciation Week 2026



PROCLAMATION

Declaring Sept. 21-25, 2026, as Finance & Accounting Appreciation Week in Marysville

- WHEREAS, Finance & Accounting Appreciation Week is observed each September to recognize the important contributions finance and accounting professionals make every day; and
- WHEREAS, the City of Marysville is well supported by a team of dedicated and knowledgeable Finance professionals serving the city and its residents year round; and
- WHEREAS, these professionals oversee budgeting, accounting, payroll, financial reporting, and other vital functions that support the city's financial stability and operational success; and
- WHEREAS, the Finance team advances the city's commitment to public transparency and accountability through open, accessible financial information and clean, unmodified audit opinions; and
- WHEREAS, in fulfilling our shared responsibility as stewards of public tax dollars, the Finance team serves as a critical partner in ensuring effective business practices and has earned our sincere gratitude for their expertise, dedication and professionalism.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim Sept. 21-25, 2026, as

FINANCE & ACCOUNTING APPRECIATION WEEK

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

Under my hand and seal this fourteenth day of September, 2026.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

AGENDA ITEM NO. 3.

DATE: September 14, 2026

SUBMITTED BY: Lauren Chomiak, Communications Manager

PRESENTED BY: Jon Nehring, Mayor

ITEM TYPE: Proclamation

AGENDA SECTION: Presentations

SUBJECT:

Proclamation Declaring September 26, 2026, Human Resources Professionals Day

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

Human Resources Professionals Day 2026

PROCLAMATION

Declaring Sept. 26, 2026, Human Resources Professionals Day in Marysville

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

WHEREAS, the City of Marysville is fortunate to have a knowledgeable, diligent and compassionate Human Resources team serving the city and its employees; and

WHEREAS, these professionals oversee recruitment, employee benefits, compensation, labor relations, workplace safety, professional development, and other essential programs that help the city attract and retain a talented workforce; and

WHEREAS, to meet the needs of our growing community, the city's workforce includes 364 full-time employees in 2026, keeping the Human Resources team actively engaged in hiring, training and supporting the city's professional workforce; and

WHEREAS, through their professionalism and commitment to public service, the members of the Human Resources team contribute greatly to the city's effective operations and deserve special recognition for their dedication to the city and its employees;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community do hereby proclaim Sept. 26, 2026, as

HUMAN RESOURCES PROFESSIONALS DAY

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

Under my hand and seal this fourteenth day of September, 2026.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

AGENDA ITEM NO. 4.

DATE: September 14, 2026

SUBMITTED BY: Shauna Crane, Accounting Technician

PRESENTED BY: Heide Brillantes, Finance Director

ITEM TYPE: Claims

AGENDA SECTION: Consent

SUBJECT:

September 2, 2026, Claims in the Amount of \$630,471.61 paid by EFT Transaction
Check Numbers 196791 through 196794 and Check Numbers 196795 through 196908

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

090226

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 9/2/2026 TO 9/2/2026

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
196791	ACH LICENSING, DEPT OF	FIREARMS SECTION/CPL'S	INTERGOVERNMENTAL	1,113.00
196792	ACH PREMIERA BLUE CROSS	CLAIMS PAID 8/16 TO 8/22/26	MEDICAL INSURANCE	88,865.58
196793	ACH DELTA DENTAL OF WA	CLAIMS POLICE	DENTAL W/ ORTHO	2,289.51
	ACH DELTA DENTAL OF WA	CLAIMS NONREP	DENTAL INSURANCE	5,298.60
196794	ACH LAKE STEVENS	MITIGATION FEES	SCHOOL MITIGATION FEES	13,730.00
196795	3M	VINYL	TRANSPORTATION	762.43
196796	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	170.00
	A & A LANGUAGE SERV		COURTS	190.00
	A & A LANGUAGE SERV		COURTS	206.48
196797	ABOU-ZAKI, KAMAL		COURTS	168.43
	ABOU-ZAKI, KAMAL		COURTS	172.78
	ABOU-ZAKI, KAMAL		COURTS	180.75
196798	AI & ROBOTICS ACADEMY	INSTRUCTOR PAYMENT	RECREATION SERVICES	5,216.00
196799	ARROW CONSTRUCTION	THERMOPLASTIC	TRAFFIC CONTROL DEVICES	5,798.20
	ARROW CONSTRUCTION	THERMOS TORCH DOWNS	TRAFFIC CONTROL DEVICES	8,360.53
196800	ASTOUND BUSINESS	LEASE, MAINTENANCE, INTERNET	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,492.13
196801	AV CAPTURE ALL, INC.	SOFTWARE RENEWAL	COMPUTER SERVICES	5,907.60
196802	BALLARD SPAHR LLP	LEGAL SERVICE	RISK MANAGEMENT	21,636.42
196803	BICKFORD FORD	CREDIT FOR INV. 1323757	EQUIPMENT RENTAL	-328.20
	BICKFORD FORD	CREDIT FOR INV. 1323001	EQUIPMENT RENTAL	-81.83
	BICKFORD FORD	BELT TENSIONER ASSEMBLY - P217	EQUIPMENT RENTAL	102.41
	BICKFORD FORD	INSTRUMENT CLUSTER - P207	EQUIPMENT RENTAL	815.59
	BICKFORD FORD	A/C PARTS - V035	EQUIPMENT RENTAL	1,445.15
	BICKFORD FORD	WATER PUMP, CHAINS, TENSIONER	EQUIPMENT RENTAL	6,832.76
196804	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	658.00
	BOMAR, RICK		RECREATION SERVICES	5,292.00
196805	BORISENKO, ALEKSANDR	UB REFUND	WATER/SEWER OPERATION	440.48
196806	BUDHATHOKI, NARAYAN	REFUND - DEPOSIT DELTA ROOM	PARKS-RECREATION	290.00
196807	BUENAVENTURA, EMEL	REFUND - RENTAL DEPOSIT	GENERAL FUND	250.00
196808	CARLOS, ROY	CONSERVATION REBATE	UTIL ADMIN	50.00
196809	CHAMPION BOLT	MISC. TOOLS	TRANSPORTATION	88.47
196810	CHARM-TEX, INC.	CUSTODY SUPPLIES	GENERAL FUND	-15.02
	CHARM-TEX, INC.		DETENTION & CORRECTION	174.86
196811	CITIES DIGITAL, INC.	LASERFICHE ADDITIONAL HOURS	COMPUTER SERVICES	4,365.06
196812	CLEAN CUT TREE & STU	HAZARD TREE LIMB REMOVAL	NON-DEPARTMENTAL	1,066.65
196813	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
196814	CODE PUBLISHING	CODE UPDATE SUPPLEMENT	CITY CLERK	305.50
196815	CONNOLLY, COLBY & AL	UB REFUND	WATER/SEWER OPERATION	18.15
196816	COOP SUPPLY	FUNNEL SET, O-RING, HARDWARE	WASTE WATER TREATMENT	27.92
	COOP SUPPLY	PROPANE	ROADWAY MAINTENANCE	70.64
196817	CORE & MAIN LP	BLOW OFF PARTS	WATER DIST MAINS	1,591.03
196818	CORRECTIONS, DEPT OF	DOC WORK	WATER RESERVOIRS	101.96
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	102.88
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	316.80
196819	COUNTRY SUPPLIER	UNIFORM - FERGUSON	UTIL ADMIN	516.26
196820	CREATOR ZONE	INSTRUCTOR PAYMENT	RECREATION SERVICES	3,980.00
196821	CURIOUS LORIS, THE		RECREATION SERVICES	980.00
196822	DAY & NITE PLUMBING	REFUND - ELECTRICAL INSPECTION	COMMUNITY DEVELOPMENT	3.30
	DAY & NITE PLUMBING	REFUND - MECHANICAL PERMIT	COMMUNITY DEVELOPMENT	25.00
	DAY & NITE PLUMBING	REFUND - ELECTRICAL INSPECTION	COMMUNITY DEVELOPMENT	119.00

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/2/2026 TO 9/2/2026

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
196822	DAY & NITE PLUMBING	REFUND - MECHANICAL PERMIT	NON-BUS LICENSES AND	119.00
196823	DAY WIRELESS SYSTEMS	SMD CERTIFICATIONS 2026	POLICE PATROL	3,385.93
196824	DELANEY, JULIE	REFUND - WOMEN'S DOUBLES	PARKS-RECREATION	90.00
196825	DELL	PC REPLACEMENT ORDER	IS REPLACEMENT ACCOUNTS	29,148.82
196826	DESANTIS, ANNE	INTERPRETER SERVICE	COURTS	187.70
	DESANTIS, ANNE		COURTS	187.70
196827	DICKS TOWING	TOWING SERVICE	POLICE PATROL	126.36
	DICKS TOWING		POLICE PATROL	126.36
	DICKS TOWING		POLICE PATROL	126.36
	DICKS TOWING		POLICE PATROL	126.36
	DICKS TOWING	TOW SERVICE - VACTOR	SOURCE OF SUPPLY	957.25
196828	DOWELL, MARIE	REIMBURSEMENT CLAIM	RISK MANAGEMENT	115.46
196829	DUNLAP INDUSTRIAL	DRILL/DRIVER KIT, BATTERY, BITS	TRANSPORTATION	678.21
196830	E&E LUMBER	INSULATION	WATER SERVICES	6.10
	E&E LUMBER	CLEANING SUPPLIES	PARK & RECREATION FAC	35.22
196831	EAST JORDAN IRON WORK	2 PROT HYDRANT UPGRADE	HYDRANTS	3,925.83
196832	ENTERPRISE RENTAL	RENTAL CAR	POLICE TRAINING-FIREARMS	75.02
196833	EOFF, JEFFREY	UB REFUND	WATER/SEWER OPERATION	266.51
196834	EVIDENT	EVIDENCE SUPPLIES	GENERAL FUND	-22.59
	EVIDENT		GENERAL FUND	-12.39
	EVIDENT		POLICE PATROL	144.20
	EVIDENT		POLICE PATROL	262.87
196835	FLOCK GROUP, INC	REPLACEMENT FLOCK CAMERA	POLICE ADMINISTRATION	875.20
196836	GALINDO, STEPHANIE	REFUND - MIXED DOUBLES	PARKS-RECREATION	90.00
196837	GALLS, LLC	CREDIT FOR INV 035671981	POLICE COMMUNITY	-185.98
	GALLS, LLC	UNIFORM - PATROL	POLICE PATROL	20.68
	GALLS, LLC		POLICE PATROL	187.07
196838	GOODWIN, DARLENE	UB REFUND	WATER/SEWER OPERATION	212.16
196839	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SEWER MAIN COLLECTION	2,703.95
196840	GREENSHIELDS INDS	O-RING, HOSE	SOLID WASTE OPERATIONS	142.78
196841	HAWKINS, LEISA	UB REFUND	WATER/SEWER OPERATION	15.65
196842	HD FOWLER COMPANY	IRRIGATION SUPPLIES	PARK & RECREATION FAC	142.86
196843	HERC RENTALS INC	EQUIPMENT RENTAL	ROADWAY MAINTENANCE	2,930.83
	HERC RENTALS INC		SIDEWALK MAINTENANCE	2,941.69
196844	HSU, CHIHCHUAN	INTERPRETER SERVICE	COURTS	150.16
196845	HUTCHISON LAW, LLC	CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
196846	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	65.00
	HYLARIDES, LETTIE		COURTS	130.00
	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
	HYLARIDES, LETTIE		COURTS	187.50
	HYLARIDES, LETTIE		COURTS	187.50
	HYLARIDES, LETTIE		COURTS	187.50
196847	JALILI, BIJAN	JUDICIAL SERVICES	MUNICIPAL COURTS	185.00
196848	JENKS, MARC	REFUND - DEPOSIT OPERA HOUSE	GENERAL FUND	250.00
196849	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
196850	KHUDHAIR, MANAR	REFUND - DEPOSIT OPERA HOUSE	GENERAL FUND	250.00
196851	KUCHAN, NIKKI	REFUND - WOMEN'S DOUBLES	PARKS-RECREATION	90.00
196852	LAJUNE, MICHELLE	UB REFUND	WATER/SEWER OPERATION	153.73
196853	LAJUNE, MICHELLE		WATER/SEWER OPERATION	68.90
196854	LIGER, JANET	REFUND - PICKLEBALL	PARKS-RECREATION	70.00
196855	LOOMIS	ARMORED CAR SERVICE	UTILITY BILLING	178.80

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/2/2026 TO 9/2/2026

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
196855	LOOMIS	ARMORED CAR SERVICE	MUNICIPAL COURTS	178.80
	LOOMIS		POLICE ADMINISTRATION	178.81
	LOOMIS		COMMUNITY	178.81
	LOOMIS		GOLF ADMINISTRATION	378.97
196856	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	98.46
196857	MACKAY SPOSITO, LLC	PROFESSIONAL SERVICE	GMA - STREET	2,240.00
196858	MANN, SCOTT	UB REFUND	WATER/SEWER OPERATION	222.34
196859	MARYSVILLE FIRE	EMERGENCY TRANSPORT	DETENTION & CORRECTION	1,397.33
196860	MARYSVILLE SCHOOL	FACILITY RENTAL	RECREATION SERVICES	330.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	520.00
196861	MCMAHON, COLIN	JUDICIAL SERVICE	MUNICIPAL COURTS	370.00
196862	MILES SAND & GRAVEL	CONCRETE POUR	SIDEWALK MAINTENANCE	916.23
	MILES SAND & GRAVEL		SIDEWALK MAINTENANCE	1,428.84
196863	MIRIAM TECHNOLOGIES	WEBCHECK SERVICE	UTILITY BILLING	1,411.26
196864	MONTY, RALPH	UB REFUND	WATER/SEWER OPERATION	247.28
196865	NAVARRO, ARIANA	INSTRUCTOR PAYMENT	RECREATION SERVICES	397.80
196866	NEUMANN, KARLA & BRI	UB REFUND	WATER/SEWER OPERATION	169.49
196867	NOVOA, MARIA & GABRI	UB REFUND	WATER/SEWER OPERATION	7.57
196868	OATES, DEREK	RECRUITING	POLICE PATROL	129.00
196869	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,519.20
196870	PARAGON HTG/HM CMFT	REFUND - CREDIT CARD FEE	COMMUNITY DEVELOPMENT	4.69
196871	PETER, LORI	REFUND - WOMEN'S DOUBLES	PARKS-RECREATION	90.00
196872	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	GOLF ADMINISTRATION	95.00
	PGC INTERBAY LLC		PRO-SHOP	405.93
	PGC INTERBAY LLC		MAINTENANCE	1,480.33
	PGC INTERBAY LLC		MAINTENANCE	2,084.74
	PGC INTERBAY LLC		MAINTENANCE	2,563.23
	PGC INTERBAY LLC		MAINTENANCE	4,307.29
	PGC INTERBAY LLC		MAINTENANCE	5,787.93
	PGC INTERBAY LLC	GOLF MAINTENANCE/PROSHOP	MAINTENANCE	20,084.97
	PGC INTERBAY LLC		PRO-SHOP	20,290.66
	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	GOLF COURSE	22,019.92
	PGC INTERBAY LLC		MAINTENANCE	31,493.17
196873	PHAM, JOSEPH	INTERPRETER SERVICE	COURTS	177.55
196874	PILCHUCK TREE SERVICE	HAZARD TREE REMOVAL	NON-DEPARTMENTAL	2,127.45
196875	PLAY-WELL TEKNOLOGIE	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,862.40
	PLAY-WELL TEKNOLOGIE		RECREATION SERVICES	2,913.60
196876	PLITMAN, VLADISLAV	INTERPRETER SERVICE	COURTS	163.93
196877	PREMIER GOLF CENTERS	MANAGEMENT SERVICE	GOLF ADMINISTRATION	11,306.89
196878	PRIMO BRANDS	WATER SERVICE	POLICE ADMINISTRATION	100.00
	PRIMO BRANDS		OFFICE OPERATIONS	102.00
	PRIMO BRANDS		DETENTION & CORRECTION	150.00
	PRIMO BRANDS		POLICE INVESTIGATION	155.68
	PRIMO BRANDS		POLICE PATROL	275.00
196879	PROVIDENCE EVERETT M	INMATE ER CARE	DETENTION & CORRECTION	16.50
	PROVIDENCE EVERETT M		DETENTION & CORRECTION	16.50
	PROVIDENCE EVERETT M		DETENTION & CORRECTION	2,505.38
196880	PUD	ACCT #204933311	PUMPING PLANT	50.57
	PUD	ACCT #200998532	PARK & RECREATION FAC	54.25
	PUD	ACCT #202220760	GOLF ADMINISTRATION	57.41
	PUD	ACCT #222871949	PARK & RECREATION FAC	59.04
	PUD	ACCT #202368551	PARK & RECREATION FAC	60.65

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/2/2026 TO 9/2/2026

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
196880	PUD	ACCT #201046380	PARK & RECREATION FAC	61.23
	PUD	ACCT #224162602	PARK & RECREATION FAC	68.81
	PUD	ACCT #202791166	PUMPING PLANT	68.84
	PUD	ACCT #201610185	TRANSPORTATION	69.30
	PUD	ACCT #202557450	STREET LIGHTING	70.55
	PUD	ACCT #202178158	SEWER LIFT STATION	73.17
	PUD	ACCT #202140489	TRANSPORTATION	79.01
	PUD	ACCT #220153100	TRANSPORTATION	79.27
	PUD	ACCT #202368536	TRANSPORTATION	87.40
	PUD	ACCT #202183679	TRANSPORTATION	88.20
	PUD	ACCT #202102190	TRANSPORTATION	88.84
	PUD	ACCT #200827277	TRANSPORTATION	90.35
	PUD	ACCT #202294245	SEWER LIFT STATION	90.84
	PUD	ACCT #200869303	TRANSPORTATION	91.35
	PUD	ACCT #200800704	STREET LIGHTING	93.61
	PUD	ACCT #224636050	TRAFFIC CONTROL DEVICES	94.33
	PUD	ACCT #220792733	STREET LIGHTING	96.57
	PUD	ACCT #202368544	TRANSPORTATION	97.40
	PUD	ACCT #202000329	PARK & RECREATION FAC	98.27
	PUD	ACCT #224854570	STREET LIGHTING	99.72
	PUD	ACCT #202143111	TRANSPORTATION	100.80
	PUD	ACCT #202490637	SEWER LIFT STATION	103.81
	PUD	ACCT #203231006	TRANSPORTATION	107.82
	PUD	ACCT #202689105	WASTE WATER TREATMENT	109.99
	PUD	ACCT #201670890	TRANSPORTATION	112.05
	PUD	ACCT #202572327	STREET LIGHTING	122.07
	PUD	ACCT #220298624	STREET LIGHTING	122.96
	PUD	ACCT #202463543	SEWER LIFT STATION	129.13
	PUD	ACCT #202294336	STREET LIGHTING	133.84
	PUD	ACCT #224248013	STREET LIGHTING	134.19
	PUD	ACCT #201021698	PARK & RECREATION FAC	135.97
	PUD	ACCT #200084150	TRANSPORTATION	141.03
	PUD	ACCT #202030078	TRANSPORTATION	168.50
	PUD	ACCT #220731285	STREET LIGHTING	169.12
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	193.26
	PUD	ACCT #201147253	PUMPING PLANT	210.08
	PUD	ACCT #201065281	PARK & RECREATION FAC	223.14
	PUD	ACCT #201021607	PARK & RECREATION FAC	235.02
	PUD	ACCT #221100092	NON-DEPARTMENTAL	400.80
	PUD	ACCT #223521238	STORM DRAINAGE	418.14
	PUD	ACCT #200303477	WATER FILTRATION PLANT	600.41
	PUD	ACCT #202689287	WASTE WATER TREATMENT	799.98
	PUD	ACCT #200586485	SEWER LIFT STATION	861.53
	PUD	ACCT #200223857	PARK & RECREATION FAC	954.91
	PUD	ACCT #201577921	PUMPING PLANT	9,038.69
196881	PYE-BARKER FIRE	SECURITY MONITORING SEPT 26	COURTS	169.85
	PYE-BARKER FIRE		GOLF ADMINISTRATION	221.70
	PYE-BARKER FIRE		PARK & RECREATION FAC	247.88
	PYE-BARKER FIRE		UTIL ADMIN	256.30
	PYE-BARKER FIRE	VIDEO MONITORING	POLICE PATROL	262.56
	PYE-BARKER FIRE	SECURITY MONITORING SEPT 26	UTIL ADMIN	339.22
	PYE-BARKER FIRE		SUNNYSIDE FILTRATION	350.75

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/2/2026 TO 9/2/2026

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
196881	PYE-BARKER FIRE	SECURITY MONITORING SEPT 26	RECREATION SERVICES	386.73
	PYE-BARKER FIRE		OPERA HOUSE	396.00
	PYE-BARKER FIRE		MAINT OF GENL PLANT	451.76
	PYE-BARKER FIRE		WASTE WATER TREATMENT	457.16
	PYE-BARKER FIRE		POLICE ADMINISTRATION	687.05
196882	RADIA INC PS		DETENTION & CORRECTION	28.00
	RADIA INC PS	INMATE ER CARE	DETENTION & CORRECTION	175.00
196883	REDWOOD TOXICOLOGY	UA TESTING	PROBATION	82.32
196884	REECE TRUCKING	HAUL OUT SPOILS	WATER SERVICES	12.54
	REECE TRUCKING	TOPSOIL	HYDRANTS	44.81
	REECE TRUCKING	HAUL IN CLEAN SAND	WATER SERVICES	82.93
	REECE TRUCKING	HAUL OUT SPOILS	WATER SERVICES	188.92
	REECE TRUCKING		WATER SERVICES	221.44
	REECE TRUCKING	CONCRETE HAUL OFF	SIDEWALK MAINTENANCE	252.25
	REECE TRUCKING	HAUL IN CLEAN SAND	WATER SERVICES	763.15
196885	RICEVUTO, CHERYL M	UB REFUND	WATER/SEWER OPERATION	228.38
196886	ROTH BIOSCIENCES,LLC	R-CARDS FOR COLIFORM SAMPLES	STORM DRAINAGE	276.35
196887	RYAN, LINDSEY	WFOA CONFERENCE	FINANCE-GENL	213.93
196888	SCHNEIDER, P DIANE	INTERPRETER SERVICE	COURTS	130.00
196889	SEALMASTER	TRAFFIC PAINT SUPPLIES	STREET CLEANING	226.22
196890	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	360.68
196891	SOELLING, CHRISTOPHE	PRE-MEDIATION	RISK MANAGEMENT	5,000.00
196892	SOUND PUBLISHING	REFUND - RENTAL DEPOSIT	GENERAL FUND	250.00
196893	SOUND PUBLISHING	NOTICE OF PUBLIC HEARING	CITY CLERK	43.00
196894	SOWARDS, TAMMY	REFUND - WOMEN'S DOUBLES	PARKS-RECREATION	90.00
196895	SPRAGUE PEST SOLUTION	EXTERIOR RODENT SERVICE	SOLID WASTE OPERATIONS	90.13
	SPRAGUE PEST SOLUTION		MAINT OF GENL PLANT	90.14
196896	SUN BADGE CO	AWARD BADGES	GENERAL FUND	-52.83
	SUN BADGE CO		POLICE ADMINISTRATION	614.83
196897	TUNG, YENFANG AMY	INTERPRETER SERVICE	COURTS	250.00
196898	TXLEY INC	CUSTODY SUPPLIES	DETENTION & CORRECTION	625.53
196899	TYLER TECHNOLOGIES	MUNIS RENEWAL	COMPUTER SERVICES	153,809.32
196900	ULINE	INMATE SUPPLIES	DETENTION & CORRECTION	815.93
196901	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	132.03
	VESTIS GROUP INC.		OPERA HOUSE	132.03
196902	VOLTA ELECTRICAL LLC	REFUND - RETURN CHECK FEE ERROR	GENL FUND-OTHER MISC REV	40.00
196903	VOOGT, JOHANNES	INTERPRETER SERVICE	COURTS	187.70
196904	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	INTERGOVERNMENTAL	495.50
	WA STATE TREASURER		GENERAL FUND	28,657.87
196905	WATCH SYSTEMS	COMMUNITY MAILER NOTIFICATIONS	POLICE INVESTIGATION	133.66
196906	WESTERN DISPLAY	3RD INSTALLMENT FIREWORKS	HOTEL/MOTEL PARKS	20,000.00
196907	WILLIAMS, GENEVIEVE	REFUND - MIXED DOUBLES	PARKS-RECREATION	90.00
196908	ZAMORA, JORGE	UB REFUND	WATER/SEWER OPERATION	644.43

WARRANT TOTAL: 630,471.61

WARRANT TOTAL: \$630,471.61

Agenda Bill

AGENDA ITEM NO. 5.

DATE: September 14, 2026

SUBMITTED BY: Angela Gemmer, Planning Manager

PRESENTED BY: Angela Gemmer, Planning Manager

ITEM TYPE: Ordinance

AGENDA SECTION: New Business

SUBJECT:

An **Ordinance** Relating to Amendments to the City's Unified Development Code (MMC Title 22) Relating to Sign Code Variances and Amending MMC Section 22C.160.300

SUGGESTED ACTION:

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

SUMMARY:

MMC Chapter 22C.160 Signs, contains provisions for sign variances. A sign variance is a deviation that an applicant can request when there are unique site circumstances that merit relief from the general sign code provisions. Currently, MMC 22C.160.300, Variances, of the sign code includes a variance criterion that does not allow a variance to be granted to increase the number of signs allowed on a property. One key circumstance where an additional sign may be appropriate to provide is for large commercial properties (over 2 acres) or multi-occupancy complexes (i.e., a commercial complex serving multiple tenants) when the site is visible from multiple streets or unique site circumstances exist. The variance criteria in the sign code are proposed to be amended to allow a variance for the number of signs in these circumstances.

At a Public Hearing on July 28, 2026, the Planning Commission recommended approval of the Sign Variance Code Amendments to City Council for adoption. Staff respectfully requests that City Council move to adopt the Sign Variance Code Amendments by Ordinance.

ATTACHMENTS:

Ordinance sign code amendments

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
RELATING TO AMENDMENTS TO THE CITY'S UNIFIED DEVELOPMENT
CODE (MMC TITLE 22), RELATING TO SIGN CODE VARIANCES AND
AMENDING MARYSVILLE MUNICIPAL CODE SECTION 22C.160.300.**

WHEREAS, the State Growth Management Act, RCW Chapter 36.70A mandates that cities periodically review and amend development regulations which include but are not limited to zoning ordinances and official controls; and

WHEREAS, RCW 36.70A.106 requires the processing of amendments to the City's development regulations in the same manner as the original adoption of the City's comprehensive plan and development regulations; and

WHEREAS, the State Growth Management Act requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

WHEREAS, the City of Marysville regularly updates development standards to address changing needs and to maintain compliance with changes in Washington State (State) laws; and

WHEREAS, the City, in reviewing its development regulations, has determined that there is a need for revisions to the variance provisions in MMC Chapter 22C.160, Signs; and

WHEREAS, currently the sign variance provisions do not allow for a variance to increase the number of signs on a property; and

WHEREAS, there are certain circumstances such as large commercial sites (over two acres) or multi-occupancy complexes where it is beneficial to allow an increase in the number of signs; and

WHEREAS, the City wishes to allow for additional signs where signs would be visible from multiple roadways or when unique circumstances exist that merit the installation of an additional sign; and

WHEREAS, the City, in reviewing and amending its development regulations has complied with the notice, public participation and processing requirements established by the Growth Management Act, as more fully described below; and

WHEREAS, the City of Marysville has submitted proposed development regulation revisions to the Washington State Department of Commerce on July 15, 2026 (Material ID 2026-S-13051) seeking expedited review under RCW 36.70A.106(3)(b) and in compliance with the procedural requirements of RCW 36.70A.106; and

WHEREAS, the amendments to the development regulations are exempt from State Environmental Policy Act review under RCW 43.21C.450(1).

WHEREAS, during a public meeting on July 14, 2026, the Planning Commission discussed proposed amendments related to the variance provisions in MMC Chapter 22C.160, Signs; and

WHEREAS, on July 28, 2026, the Marysville Planning Commission held a duly-advertised public hearing, and recommended that the City Council adopt the proposed amendments to the variance provisions in MMC Chapter 22C.160, Signs; and

WHEREAS, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise provisions of the City's municipal code and development code (MMC Title 22); and

WHEREAS, during the public meeting on September 14, 2026, the City Council discussed potential amendments related to the variance provisions in MMC Chapter 22C.160, Signs; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Amendment of Municipal Code Section 22C.160.300. MMC Section 22C.160.330, entitled Variances, is hereby amended as set forth in **Exhibit A**.

Section 2. Required Findings. The amendments to MMC Title 22 (consisting of amendments to MMC Section 22C.160.300 are consistent with the following required findings of MMC 22G.010.520:

- (1) The amendments are consistent with the purposes of the comprehensive plan;
- (2) The amendments are consistent with the purpose of MMC Title 22;
- (3) There have been significant changes in the circumstances to warrant a change;
- (4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the action

Section 3. Amendment Tracking. MMC Section 22A.010.160, entitled "Amendments," is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code (all unchanged provisions of MMC 22A.010.160 remain unchanged and in effect):

"22A.010.160 Amendments.

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Sign Code Variance Amendments	_____, 2026"

Section 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 5. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections

Section 6. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2026.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

EXHIBIT A

22C.160.300 Variances

Any person may apply for a variance from the requirements of this chapter. Sign variances shall be processed by the hearing examiner pursuant to the procedure set forth in Chapter [22G.060](#) MMC. Variance applications shall be processed pursuant to the review procedures outlined in Chapter [22G.010](#) MMC. A fee will be charged based on processing costs as provided for in Chapter [22G.030](#) MMC. In making any decision on a variance application, the permit authority must adopt findings of fact and conclusions based on those findings that address whether or not the application meets the following criteria for approval:

- (1) The variance does not conflict with the purpose and intent of the sign regulations;
- (2) The variance shall not constitute a grant of special privilege inconsistent with the limitation upon signage of other properties that have had to conform to the provisions of this chapter;
- (3) There are exceptional or extraordinary circumstances or conditions applicable to the property involved, or to the intended use of the property, that are not contemplated or provided for by this chapter;
- (4) The granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the subject property is situated; and
- (5) The granting of such variance would not ~~increase the number of signs allowed by this chapter or that would~~ allow a type of sign that is prohibited by this chapter.
- (6) The granting of such variance would not increase the number of signs allowed by this chapter; provided that, for large commercial sites (over two acres) or multi-occupancy complexes, a variance may be granted for one additional sign if the site is visible from multiple roadways or other unique site circumstances exist.

Conditions may be imposed upon the application as deemed necessary to ensure compatibility with this chapter.



Agenda Bill

AGENDA ITEM NO. 6.

DATE: September 14, 2026

SUBMITTED BY: Suzanne Elsner, Court Administrator

PRESENTED BY: Suzanne Elsner, Court Administrator

ITEM TYPE: Interlocal Agreement

AGENDA SECTION: New Business

SUBJECT:

Interagency Agreement AOC3366 Between the Washington State Administrative Office of the Court and Marysville Municipal Court for Pre-Trial Service related costs

SUGGESTED ACTION:

Recommended Motion: I move to ratify the Mayor's execution of the Interagency Agreement between the Washington State Administrative Office of the Court and the Marysville Municipal Court for Pre-Trial service related costs.

SUMMARY:

ATTACHMENTS:

Marysville Municipal Court Pretrials FY27



INTERAGENCY AGREEMENT

AOC3366

BETWEEN

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

AND

MARYSVILLE MUNICIPAL COURT

1. PARTIES TO THE AGREEMENT

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

2. PURPOSE

The purpose of this Agreement is to reimburse Court with costs related to assistance associated with the pretrial project in accordance with AOC's award letter issued to Court and the Appendix of this Agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

- a. Ensure funds are used to help create pretrial release and pretrial support options for the Court, in accordance with specific language used in award letter sent to Court (refer to appendix A).
- b. Attend planning meeting to address the following: disbursement of funds, meeting schedule through fiscal year 2027, training and technical assistance, and data collection and reporting.
- c. Participate in virtual technical assistance calls from August 2026 - June 2027 to support best practice implementation strategies related to SCRAM/EHM/GPS and related monitoring services, as well as general pretrial fundamentals.
- d. Re-allocate unspent funds for training related to pretrial fundamentals and organization development. If there are any remaining funds after this action has

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

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

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 07/01/2026, and end on 06/30/2027, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

AOC will reimburse the Court a total compensation not to exceed **\$9,500** for payments made during the period from 07/01/2026, through 06/30/2027, related to the purpose of this agreement.

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

6. INVOICES; BILLING; PAYMENT

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

- Agreement Number: AOC3366
- Court name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

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

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

7. REVENUE SHARING

- a. AOC, in its sole discretion, may initiate revenue sharing. If AOC determines the Court may not spend all funds or spend more funds available under the

Agreement, then AOC may reduce or increase the Agreement amount. AOC PM will notify the Court that funding will be reallocated.

- b. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A19 to AOC Program Manager by July 15, 2027.

8. AGREEMENT MANAGEMENT

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

AOC Program Managers	Court Program Manager
Jennefer Johnson PO Box 41170 Olympia, WA 98504-1170 Jennefer.Johnson@courts.wa.gov (360) 704-4079 Lillian Hawkins Lillian.Hawkins@courts.wa.gov (360) 704-5562	Suzanne Elsner 50 Delta Ave Marysville, WA 98270 selsner@marysvillewa.gov (360) 363-8054

9. RECORDS, DOCUMENTS, AND REPORTS

- a. Records Retention. The Agency shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The agency will retain all books, records, documents, and other material relevant to this contract as required, a minimum of six (6) years after end of period of performance (including all amendments to extend) or termination of the agreement or as otherwise specified and make them available for inspection by persons authorized under this provision. If any litigation, claim, or audit is commenced prior to the expiration of the required retention period, such period shall extend until all such litigation, claims, or audits have been resolved.

- b. Public Records. It is the policy of the Administrative Office of the Courts to facilitate access to its administrative public records. This Agreement and related records are subject to disclosure under [General Court Rule 31.1](#). For additional information, please contact the AOC [Public Records Officer](#).

10. RIGHTS IN DATA

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

11. RESPONSIBILITY OF THE PARTIES

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

12. DISPUTE RESOLUTION

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

13. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.

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

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

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

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

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

**WASHINGTON STATE ADMINISTRATIVE
OFFICE OF THE COURTS**

**MARYSVILLE MUNICIPAL COURT
PRETRIAL PROGRAM**

Kerra Lynch 7/29/2026
Signature Date

Jon Nehring 7/28/2026
Signature Date

Kerra Lynch
Name

Jon Nehring
Name

Associate Director, MSD
Title

Mayor
Title

Appendix A. Use of Funds for Pretrial Agreements

In accordance with language in the award letter individually issued and distributed to Court, funds under this Agreement may be used for one of the following as noted below:

Court Specific needs	Funding Options
	• EHM, SCRAM, Testing, Transportation and Ignition Interlock.
	• Continued use of EHM and related monitoring services.
	• Testing, MyCase pretrial application, Court Services Specialist.
	• Continued use of EHM, Alcohol Monitoring, and substance testing.
	• Assessment, process mapping, workflow/data, procedural justice, and translation tools.
	• Continued use of DIMS software and related training for implementation.
	• Pretrial text and email notifications system.
	• Site visit, training, and text reminders system.
	• License supports, bus services, supportive services and staff to implement.
	• ORAS assessments and .5FTE.
	• Drug patching, GPS, and Scram.
	• Initiating an EMH program and associated costs.
√	• Training and EHM.
	• EHM and SCRAM services.
	• SCRAM, EHM, and Drug patches.
	• Collaboration with CJI.
	• Electronic monitoring and related monitoring services.
	• NAPSA memberships/certifications, NAPSA conference and related expenses.
	• Pretrial EHM and SCRAM program.
	• Providing text reminders to defendants.
	• Cell phone pilot project.
	• Partnership with Better Life Community Development Corporation and the services they provide.
	• ORAS-CSST training and associated costs, and local site visits.
	• Software, transportation and client supports.
	• SCRAM/EHM, evaluations, transportation, ignition interlock devices and substance abuse testing.
	• Software, training, hygiene items, and transportation supports.

In addition to the specific use listed for Court in the award letter, funds shall also be allowed for the following without prior AOC approval:

- NAPSA membership, NAPSA certification test, bus passes, Drug testing, alcohol monitoring, EHM, software, technology, hygiene kits, supportive services, evaluations and training.



Agenda Bill

AGENDA ITEM NO. 7.

DATE: September 14, 2026

SUBMITTED BY: Suzanne Elsner, Court Administrator

PRESENTED BY: Suzanne Elsner, Court Administrator

ITEM TYPE: Interlocal Agreement

AGENDA SECTION: New Business

SUBJECT:

Interagency Agreement AOC3484 Between the Washington State Administrative Office of the Court and Marysville Municipal Court for Post Conviction Alternatives to Incarceration Funding

SUGGESTED ACTION:

Recommended Motion: I move to ratify the Mayor's execution of the Interagency Agreement Between the Washington State Administrative Office of the Court and Marysville Municipal Court for Post Conviction Alternatives to Incarceration Funding.

SUMMARY:

This allows the court to help cover costs for individuals who need to comply with court orders but are indigent.

ATTACHMENTS:

Marysville Municipal Court Post Conviction FY27



**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AOC3484
AND
MARYSVILLE MUNICIPAL COURT
FOR
POST-CONVICTION ALTERNATIVES TO INCARCERATION**

1. PARTIES TO THE AGREEMENT

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

2. PURPOSE

The purpose of this Agreement is to provide pass through funding to the intended Courts or agencies to support expansion of access to post-conviction alternatives to incarceration, with emphasis on ensuring equitable opportunities for indigent individuals to pursue sentencing options beyond full confinement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

- a. Use the funds in accordance with AOC’s award letter issued to Court and the Appendix of this Agreement for post-conviction incarceration initiatives.

- b. Ensure funds are secured from Court's local funding authority prior to the start of performance of this agreement. Funds will be reimbursed to the Court by AOC in accordance with section 6 of this agreement.
- c. Attend one of two onboarding sessions to address requirements of the awarded funding, including: disbursement of funds, meeting schedule through fiscal year 2026, track and provide monthly data outcomes on the provided form or agreed upon method, contracting with AOC and the forms and process for obtaining reimbursement.
- d. Meet with AOC monthly for technical assistance.
- e. Reallocate unspent funds for training related to post-conviction and organization development. If there are any remaining funds after this action has taken place, these funds will be reallocated through Revenue Sharing process (refer to section 7).
- f. Provide data reports no later the tenth day (10th) of each month. These should be submitted alongside the A19 to the AOC Staff Program Manager via email.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 07/01/2026, and end on 06/30/2027, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

AOC will reimburse the Court total compensation not to exceed **\$7,000** for payments made during the period from 07/01/2026, through 06/30/2027, related to the purpose of this agreement.

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

6. INVOICES; BILLING; PAYMENT

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

- Contract Number: AOC3484
- Court name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

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

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

7. REVENUE SHARING

- a. AOC, in its sole discretion, may initiate revenue sharing. If AOC determines the Court may not spend all funds or spend more funds available under the Agreement, then AOC may reduce or increase the Agreement amount. AOC PM will notify the Court that funding will be reallocated.
- b. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A19 to AOC Program Manager by July 15, 2027.

8. AGREEMENT MANAGEMENT

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

AOC Program Managers	Court Program Manager
Jennefer Johnson PO Box 41170 Olympia, WA 98504-1170 Jennefer.Johnson@courts.wa.gov (360) 704-4079 Lillian Hawkins Lillian.Hawkins@courts.wa.gov (360) 704-5562	Suzanne Elsner 50 Delta Ave Marysville, WA 98270 selsner@marysvillewa.gov (360) 363-8054

9. RECORDS, DOCUMENTS, AND REPORTS

- a. Records Retention. The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Court will retain all books, records, documents, and other material relevant to this contract as required, a minimum of six (6) years after end of period of performance

(including all amendments to extend) or termination of the agreement or as otherwise specified and make them available for inspection by persons authorized under this provision. If any litigation, claim, or audit is commenced prior to the expiration of the required retention period, such period shall extend until all such litigation, claims, or audits have been resolved.

- b. Public Records. It is the policy of the Administrative Office of the Courts to facilitate access to its administrative public records. This Agreement and related records are subject to disclosure under [General Court Rule 31.1](#). For additional information, please contact the AOC [Public Records Officer](#).

10. RIGHTS IN DATA

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

11. RESPONSIBILITY OF THE PARTIES

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

12. DISPUTE RESOLUTION

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

13. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto. In revenue sharing procedures AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

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

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

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

**WASHINGTON STATE ADMINISTRATIVE OFFICE
OF THE COURTS**

**MARYSVILLE MUNICIPAL COURT
POST-CONVICTION ALTERNATIVES TO
INCARCERATION**

Kerra Lynch 7/30/2026

Signature Date

Jon Melring
Signature

7/29/2026
Date

Kerra Lynch
Name

Jon Nehring
Name

Associate Director, MSD

Title

Mayor

Title

Appendix A. Use of Funds for Post-Conviction Alternatives to Incarceration

In accordance with language in the award letter individually issued and distributed to Court, funds under this Agreement may be used for one of the following:

Court Specific needs	Funding Options
	EHM, SCRAM, bus passes, MRT, evaluations, DV MRT, drug testing, and ignition interlock.
	Testing, treatment and implementation of those services by court specialist.
	SCRAM, EHM, Victim panels, MRT, anger management, theft class and evaluations
	Consultant Assessment, CAP infrastructure, materials, training and translation/communication tools.
	DV/MRT and class expansion.
	DV/ MRT, EHM and SCRAM.
	Transportation, evaluations, SCRAM and IID.
	EHM, SCRAM, assessments, treatment and testing for drugs and alcohol.
	A/DIS, DV MRT training and materials, victim impact panel and staff to help implement.
	Victim Impact, pocketalk, and bus vouchers.
	DV MRT, Impact panels and motivational interviewing.
	EHM, SCRAM, Treatment, and transportation.
√	EHM, MRT, Training, IID and alcohol monitoring.
	Developing a statewide application.
	MRT, EHM, Victim impact panel, and evaluations.
	EHM, SCRAM, IID, Testing, Treatment and MRT.
	EHM and related monitoring services.
	MRT, Evaluations, victim panels, transportation and training.
	DVMRT training and classes, as well as transportation supports.
	APPA certification program.
	EHM and related monitoring services.
	Post-conviction management tools such as Carey Guides.
	DV MRT workbooks, interpreter.
	EHM, IID, DVMRT, transportation and evaluations.
	IID, licensing, DV treatment and assessments.
	Behavioral modification clinic supplies and materials, as well as staff support to implement.

In addition to the specific use listed for Court in the award letter, funds shall also be allowed for the following without prior AOC approval:

- NAPSA membership, NAPSA certification test, bus passes, Drug testing, alcohol monitoring, EHM, software, technology, hygiene kits, supportive services, evaluations and training.



Agenda Bill

AGENDA ITEM NO. 8.

DATE: September 14, 2026

SUBMITTED BY: Suzanne Elsner, Court Administrator

PRESENTED BY: Suzanne Elsner, Court Administrator

ITEM TYPE: Interlocal Agreement

AGENDA SECTION: New Business

SUBJECT:

Interagency Agreement AOC3606 Between the Washington State Administrative Office of the Court and Marysville Municipal Court for Language Access and Interpreter Reimbursement Program

SUGGESTED ACTION:

Recommended Motion: I move to ratify the Mayor's execution of the Interagency Agreement between the Washington State Administrative Office of the Court and Marysville Municipal Court for reimbursement for qualified interpreter/translation services.

SUMMARY:

The State will reimburse the court up to 50 % for the use of qualified or certified interpreters and language services.

ATTACHMENTS:

Marysville Municipal Court FY27 LAIRP



**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AOC3606
AND
MARYSVILLE MUNICIPAL COURT
FOR
LANGUAGE ACCESS AND INTERPRETER REIMBURSEMENT PROGRAM (LAIRP)**

1. PARTIES TO THE AGREEMENT

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

2. DEFINITIONS

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

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

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

3. PURPOSE

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

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

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

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

THEREFORE, IT IS MUTUALLY AGREED THAT:

4. STATEMENT OF WORK

The Court shall:

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

- g. Have a Language Access Plan (LAP) in place to receive reimbursement funds under this program.
 - i. The Court must submit the most recent version of their LAP to the AOC Project Manager.
 - a. Court that submitted an approved LAP in FY2026 is deemed in compliance with this program requirement and does not need to submit a new plan for FY2027.
 - b. Court that did not submit a LAP in FY2026 must submit the LAP to the AOC Project Manager at LAP@courts.wa.gov by **December 1, 2026**.
 - ii. The Court agrees to work with the AOC LAP Coordinator to update and revise the LAP for final approval by the AOC.
 - iii. The Court certifies that they will exercise reasonable due diligence in maintaining and updating their LAP as required by law.

5. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on **July 1, 2026**, and end on **June 30, 2027**, unless terminated sooner or extended, as provided herein.

6. COMPENSATION

AOC will reimburse the Court a total compensation not to exceed **\$13,715** for payments made during the period from **July 1, 2026**, through **June 30, 2027**, related to the purpose of this agreement.

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

7. INVOICES; BILLING; PAYMENT

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

- a. The Court shall receive payment for its costs for interpreter and language access services as set forth in **Appendix A** and incorporated herein.
- b. The Court shall not be reimbursed for interpreter services costs for Qualifying Events or other goods and services set forth in **Appendix A** until properly completed A19 invoices, corresponding data (*See subsection 4.b.*), and the AOC

approved LAP (See *subsection 4.g.*), are received and approved by AOC, pursuant to the following schedule:

- i. Reflecting Qualifying and non-qualifying Events and any goods or services purchased, between July 1, 2026, and September 30, 2026, must be received by the AOC no later than December 31, 2026.
 - ii. Reflecting Qualifying and non-qualifying Events and any goods or services purchased, between October 1, 2026, and December 31, 2026, must be received by the AOC no later than February 28, 2027.
 - iii. Reflecting Qualifying and non-qualifying Events and any goods or services purchased, between January 1, 2027, and March 31, 2027, must be received by the AOC no later than April 30, 2027.
 - iv. Reflecting Qualifying and non-qualifying Events and any goods or services purchased, between April 1, 2027, and June 30, 2027, must be received by the AOC no later than July 15, 2027.
- c. The Court shall submit documents related to reimbursement claims upon request by the AOC, including but not limited to translated materials or invoices for goods and services.
 - d. The Court shall make reasonable efforts to submit invoices by the due date. Any supplemental invoices submitted after the due date must be reported to the AOC for approval, which may be processed at the discretion of the AOC Project Manager.
 - e. Payment to Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days after each quarterly deadline, provided that the invoice and data report are complete and accurate.
Incorrect or incomplete A19s shall be returned by AOC to the Court for correction and resubmission.
 - f. Payment will be considered timely if made by the AOC within thirty (30) calendar dates after each quarterly deadline. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.
The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

8. REVENUE SHARING

- a. AOC, in its sole discretion, may initiate revenue sharing. If AOC determines the Court may not spend all funds or spend more funds available under the Agreement, then AOC may reduce or increase the Agreement amount. AOC PM will notify the Court that funding will be reallocated.

- b. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A19 to AOC Program Manager by July 15, 2027.

9. AGREEMENT MANAGEMENT

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

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

10. RECORDS, DOCUMENTS, AND REPORTS

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

11. RIGHTS IN DATA

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

12. RESPONSIBILITY OF THE PARTIES

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

13. DISPUTE RESOLUTION

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

14. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto. In revenue sharing procedures AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part,

without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston

County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

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

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Court through the effective date of termination or suspension. Reimbursed

costs must be agreed to by AOC and the Court. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

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

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

**WASHINGTON STATE ADMINISTRATIVE
OFFICE OF THE COURTS**

Marysville Municipal Court
LAIRP

Dawn Marie Rubio 8/25/2026

Signature Date

Jon Melning 8/25/2026

Signature Date

Dawn Marie Rubio

Name

Jon Nehring
Name

WA State Court Administrator / AOC Director

Title

Mayor

Title

APPENDIX A

WASHINGTON STATE LANGUAGE ACCESS AND INTERPRETER REIMBURSEMENT PROGRAM FUNDING

FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Language Access and Reimbursement Program funding conditions and payment structure shall be as follows:

1. GENERAL FUNDING CONDITIONS

The Washington State Administrative Office of the Courts (AOC) will reimburse Courts under this Agreement for the cost of spoken language interpretation and sign language interpretation and other goods and services that improve language access in the courts for Limited English Proficient (LEP), deaf, and hard of hearing persons. This includes interpreters credentialed by AOC (certified or registered), or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions listed under Section 2 “Qualifying Interpreter Events.”

It also includes goods and services that improve language access, listed under Section 3 “Language Access Goods and Services”.

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

2. QUALIFYING INTERPRETING EVENTS

A. Spoken Language Interpreters Qualifying Events

AOC will reimburse the Court 50% of the actual expenses for services of WA state AOC-credentialed or otherwise court-qualified interpreters pursuant to RCW 2.43 that meet one of the following conditions:

- a) If there is at least one WA state AOC credentialed interpreter in the language being used, then reimbursement will only be provided for using an AOC credentialed interpreter who is credentialed in that language.
- b) Compensation for interpreters for languages for which neither a certified interpreter nor registered interpreter is offered will be reimbursed where the interpreter has been qualified on the record pursuant to RCW 2.43.
- c) Courts will not be reimbursed for events using non-AOC credentialed interpreters if there is one or more WA state AOC credentialed interpreter listed for the language being used.

B. Sign Language Interpreters Qualifying Events

AOC will reimburse the Court 50% of the actual expenses for services of American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI) pursuant to RCW 2.42 when the interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHH) as a court-certified interpreter.

The Office of Deaf and Hard of Hearing (ODHH) at the Department of Social and Health Services (DSHS) maintains a list of Certified Court Sign Language Interpreters. This list includes American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI). To qualify for reimbursement, and event using an ASL and/or CDI interpreter from this list must be used.

Certified interpreters are listed under three categories:

- Specialist Certificate: Legal – SC: L
- RID Certification with SC: L written test
- Intermediary Interpreters (Deaf Interpreter)

The most up to date list can be found here:
<https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>

C. Out of State Court Credentialed Interpreters Qualifying Events

AOC will reimburse the Court 25% of the actual expenses for services of out of state court credentialed or otherwise court-qualified interpreters pursuant to Exhibit I, Out of State Interpreter Reimbursement Policy, and Guidelines that meet all of the following conditions:

- a) Interpreter service is provided for a designated High Priority Language.
- b) Court has made reasonable efforts to secure a WA state court credentialed interpreter.
- c) A WA state court credentialed interpreter was not reasonably available for the assignment.
- d) The out of state interpreter holds credential status that aligns with WA state's court credential standards.
- e) The out of state interpreter has been provided with the Code of Professional Responsibility for Judiciary Interpreters. (GR11.2)

D. Staff Interpreters (Salaried Staff)

Reimbursement will be provided for salaried staff meeting the Qualifying Event conditions for 50% of the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

E. Telephonic and Video Remote Interpreting and Services for Legal Proceedings

AOC will reimburse 50% of the costs for using certified, registered, or otherwise qualified interpreters operating by telephone or video for court proceedings. The services must meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

3. LANGUAGE ACCESS GOODS AND SERVICES

Courts can request reimbursement for 100% of the costs for goods and services that will help increase language access in the Court.

Courts shall submit documents related to reimbursement claims under goods and services, including original and translated materials for translation services, and applicable invoices for other goods and services, upon request by the AOC.

The items listed below are common goods and services that courts have used to increase language access and will be improved for reimbursement.

- Translation services
- Telephonic interpreter services for events outside of court proceedings
- Portable video device(s) for video remote interpreting
- Equipment used for simultaneous interpretation
- Staff training on language access, interpreting, or bilingual skills improvement
- Interpreter scheduling software fees
- Printed signage for language assistance purposes

Items or services not listed above must be pre-approved (via email) by Language Access and Interpreter Reimbursement Program Coordinator prior to purchase or they may not qualify for reimbursement under the Program.

4. SCOPE OF REIMBURSEMENT FUNDING

Reimbursement payment under this Agreement will only be made to the Court when the cost is paid out of the budget or budgets, in the case of multi-court collaborative applicants of the Court responsible for full payment.

5. PAYMENT STRUCTURE

A. Reimbursement Rate

a) Spoken Language Interpreters

AOC will reimburse the Court 50% of the cost of AOC credentialed, or otherwise court-qualified interpreters providing services under this Agreement.

b) **Sign Language Interpreters**

AOC will reimburse the Court 50% of the cost of certified interpreters providing services under this Agreement.

c) **High Priority Language Out of State Interpreters**

AOC will reimburse the Court 25% of the cost of court credentialed, or otherwise court-qualified interpreters that meet WA standards providing services under this Agreement.

d) **Staff Interpreters (Salaried Staff)**

AOC will reimburse the Court 50% of the cost of AOC credentialed staff interpreters.

e) **Contracted Interpreters**

The cost of credentialed or otherwise qualified contract interpreters who are paid other than on an hourly basis, for example, on a half-day or flat rate basis, will be reimbursed at 50%.

f) **Remote Interpreting**

AOC will reimburse the Court 50% of the cost of using credentialed or otherwise qualified interpreters providing interpretation by telephone or video for legal proceedings.

g) **Cancellation Fees**

AOC will reimburse the Court 50% of cancellation fees paid to interpreter.

h) **Goods and Services**

AOC will reimburse the Court 100% of the approved cost of goods and services related to language access in courts. These services must not be part of a legal court proceeding.

B. Travel Time and Mileage

AOC will reimburse the Court 50% of the cost of interpreter travel time and mileage.

Interpreter travel time is reimbursable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing. The Court can be reimbursed for 50% of the cancellation fees paid to the interpreter.

EXHIBIT I

OUT OF STATE INTERPRETER REIMBURSEMENT POLICY

I. Policy Statement

The Language Access and Interpreter Reimbursement Program (LAIRP) establishes this policy to expand reimbursement eligibility for interpreter services provided by out of state court credentialed interpreters for designated High Priority Languages when a Washington state court credentialed interpreter is not readily available. Reimbursement is subject to the eligibility requirements, reimbursement rate, and other terms and conditions established in this policy.

II. Purpose

The purpose of this policy is to strengthen statewide language access support for Washington courts by establishing an equitable, sustainable, and data-driven framework for reimbursing eligible out of state interpreter services under LAIRP. The policy is designed to promote meaningful language access in courts by expanding reimbursement support while reaffirming Washington state court credentialed interpreters as the preferred resource whenever reasonably available.

III. Scope

This policy applies to:

- Courts participating in the LAIRP;
- Interpreter services provided by court credentialed out of state interpreters;
- Languages designated as High Priority Languages;
- Interpreter events occurring on or after July 1, 2026.

This policy does not apply to languages for which Washington state does not have a court credentialed interpreter. Reimbursement for interpreter services in those languages continues to be administered as outlined in the Interagency Agreement.

IV. Definitions

For the purpose of this policy:

Court Credentialed Interpreter means an interpreter who holds an active court interpreter credential issued by a state's administrative office of the courts or a nationally recognized credentialing body.

In State Court Credentialed Interpreter means an interpreter who acquired Washington state court credential (either certified or registered) by completing the steps required by Washington State Administrative Office of the Courts (AOC).

Out of State Court Credentialed Interpreter means an interpreter credentialed by another state's court system who does not currently hold a Washington state court interpreter credential through certification, registration, or reciprocity.

Reciprocity means the process by which an interpreter who is court credentialed in another state and in good standing may apply to obtain a court credentialed interpreter status in Washington state. Their credential was initially obtained from a non-Washington state and AOC grants reciprocity credentialing status through a requirement standard verification process.

High Priority Language means a language designated by the AOC as eligible for reimbursement under this policy based on an assessment of language access needs. A high priority language is identified as requiring additional reimbursement support to address a significant gap between language demand and interpreter supply.

Reasonable Effort means a documented process taken by the court to secure a Washington state court credentialed interpreter before utilizing an out of state court credentialed interpreter.

V.High Priority Languages

AOC shall annually designate High Priority Languages using LAIRP data and established evaluation criteria.

The criteria may include interpreter utilization, statewide interpreter availability, language demand, and other factors determined by the AOC to ensure equitable resource distribution.

High Priority Languages shall be reviewed periodically, and the list of included languages may be revised by AOC based on available data and program needs.

For Fiscal Year 2027, the following languages are designated as High Priority Languages.

Certified Languages	Registered Languages
Arabic Hmong	Burmese Dari Hungarian Kurdish - Kurmanji Laotian Marshallese Nepali Swahili Tigrinya Ukrainian Urdu

VI. Eligibility Requirements

To qualify for reimbursement, all of the following conditions must be met:

- A. Interpreter service is provided for a designated High Priority Language.
- B. Court has made reasonable efforts to secure a Washington state court credentialed interpreter.
- C. A Washington state court credentialed interpreter was not reasonably available for the assignment.
- D. The out of state interpreter holds credential status that aligns with Washington state's court credential standards.
- E. The out of state interpreter has been provided with the Code of Professional Responsibility for Judiciary Interpreters (GR11.2).

VII. Court Responsibilities

To claim reimbursement for interpreter services provided by an out of state interpreter, the Court is responsible for:

- A. Verifying the out of state interpreter's credential based on the Out of State Interpreter Credential Verification Guideline (Exhibit II).
- B. Providing the interpreter with the Code of Professional Responsibility for Judiciary Interpreters (GR11.2).
- C. Attesting interpreter's court credential status through the LAIRP application portal.
- D. Maintaining documentation supporting eligibility requirements.

- E. Submitting complete, accurate, and timely invoices in accordance with LAIRP requirements and applicable deadlines.

At any point, if an interpreter's credential attestation is determined to be inaccurately reported by the court even after the invoice has been paid, AOC reserves the right to revoke the reimbursement approval. In such cases, if reimbursement has occurred, courts shall be required to return the applicable reimbursement payment to AOC.

VIII.Reimbursement

Subject to court's available budget and overall program funds, LAIRP shall reimburse twenty-five percent (25%) of the total out of state interpreter services eligible expenses. Reimbursement rate may be revised at the discretion of the AOC to meet program needs.

Eligible expenses include:

- A. Interpreter service fees;
- B. Travel expenses, including accommodation, mileage, per diem, and other travel related costs consistent with applicable Washington state travel regulations; and
- C. Other AOC pre-approved expenses directly related to the provision of interpreter services.

Reimbursement may be limited by reimbursement caps, program funding, or other fiscal requirements established by the AOC.

IX.Exceptions

AOC may approve exceptions to the policy on a case-by-case basis to support critical language access needs.

Requests for exception shall be submitted in writing prior to scheduling the interpreter.

Courts may submit the request to the Program Manager, Tae Yoon at tae.yoon@courts.wa.gov.

X.Review and Updates

AOC may periodically review this policy to ensure continued alignment with program objectives, statewide interpreter needs, and fiscal sustainability.

Revisions may be adopted as necessary. AOC shall notify the courts via email notification of any revisions.

EXHIBIT II

OUT OF STATE INTERPRETER CREDENTIAL VERIFICATION

I. Purpose

This document provides Washington courts with standardized procedures for implementing the Out of State Interpreter Reimbursement Policy. Its purpose is to ensure that language access provided by out of state court credentialed interpreters meets established Washington state standards and qualifications. It serves as a step-by-step resource for courts to verify out of state court interpreter credentials, document compliance with policy requirements, and submit reimbursement requests under the Language Access and Interpreter Reimbursement Program (LAIRP).

II. Washington State Court Credentialed Standards

Washington state has two court credential types depending on the language:

- Certified Interpreter
- Registered Interpreter

In order for an interpreter to be credentialed in Washington state, the interpreter must:

1. Successfully pass the National Center for State Courts (NCSC) written exam with a minimum score of 80% or higher
2. Complete the interpreter orientation provided by the AOC
3. Successfully pass the oral requirement
 - Certified Interpreter: A passing score of 70% or higher on the NCSC oral exam on all three sections; sight, consecutive, and simultaneous interpretation
 - Registered Interpreter: English Oral Proficiency Interview (OPI) score 49 and above, Foreign Language OPI score superior and above from WA AOC approved testing companies for languages that do not have an NCSC oral exam
4. Complete the mandatory Ethics and Protocol Training provided by the AOC
5. Successfully pass a background check performed by WA State Patrol and complete the Interpreter Oath

WA state court credentialed interpreters need to fulfill a biennial compliance requirement to maintain an active WA AOC credential status.

An interpreter who acquired credential status originally in another state may become court credentialed in Washington state once they complete the required reciprocity

process. In such case, the interpreter is considered a Washington state court credentialed interpreter regardless of their current place of residence.

III. Verifying an Out of State Court Interpreter Credential

Prior to scheduling an out of state interpreter, the Court is responsible for verifying the interpreter's credentials. Because credentialing systems vary among states, courts should further verify that the interpreter's credential in another state aligns with Washington state credential standards.

The following process is intended to assist courts in completing the interpreter credential verification;

Step 1- Identify Language

Identify language and determine whether it is considered a certified or registered language. A list of credentialed languages can be found on the AOC website.

Step 2 - Identify Interpreter's Credential

- Identify the interpreter's credential type and the issuing state.
- Credential types across states include, but are not limited to, Master, Certified, Registered, Qualified, Conditionally Approved, Advanced, Journey, Provisionally Approved, Authorized, Proficient.

Step 3 - Verify the Credential

Verify whether the credential is active and in good standing. This may be completed by:

- Checking the official court interpreter registry maintained by the issuing state. Courts may refer to each state's interpreter roster link, if available, on the Nationwide Interpreter Resource List (Exhibit III).
- Contacting a court from the issuing state the interpreter has worked in.
- Requesting official documentation issued by the credentialing authority.

Step 4 - Evaluate Credential Equivalency to Washington standards

Evaluate whether the interpreter's credential from the issuing state is comparable to Washington state court credential standards outlined in Section II.

- When making this determination, courts should evaluate the credentialing requirements as a whole.
- Difference in credential types, titles, or structure does not necessarily indicate that a credential is not comparable to Washington standards.

Similarly, the use of the same credential title such as 'certified' or 'registered' does not automatically mean that the credential is equivalent to Washington state's credential requirements.

- Courts may refer to each state's language access website link on the Nationwide Interpreter Resource List (Appendix B).
- If additional guidance is needed regarding a credential or an unfamiliar credentialing structure, courts may contact the AOC Language Access team before scheduling the interpreter and submitting a reimbursement request.

Step 5- Maintain Documentation

Retain any documentation supporting the credential verification process.

- Documentation may include registry searches, credential verification records, correspondence, or other information used during the verification process.
- Courts may be requested to provide supporting documentation as part of the LAIRP reimbursement review or program administration.

IV.Submitting Reimbursement Request

To request reimbursement, Courts must report the interpreter event through the LAIRP application portal in accordance with established reporting procedures.

Specifically, to claim reimbursement under the Out of State Interpreter Reimbursement Policy, Court shall attest that:

- The out of state interpreter's credential has been verified.
- Interpreter's credentials align with Washington state standards.
- A Washington state court credentialed interpreter was not reasonably available for the interpreter event.

By submitting the reimbursement request and required attestation, the Court certifies that the verification was completed in accordance with these guidelines and necessary supporting documentation has been retained. Courts are not required to submit supporting documentation through the LAIRP application portal.

EXHIBIT III**NATIONWIDE INTERPRETER RESOURCE LIST**

This list can also be found on the LAIRP Application Portal

The links provided below are intended as a general reference to assist courts in locating publicly available information about interpreter rosters and language access websites in other states. These links are maintained by each state and may change without notice. Courts should verify interpreter credentials, qualifications, and other applicable requirements directly with the relevant state.

State	Interpreter Roster	Website
Alabama	Alabama Administrative Office of Courts	Alabama Administrative Office of Courts
Alaska	Verification by email	Language Interpreter Services - Alaska Court System
Arizona	Verification by email	AZCourts.gov > Arizona Language Access Information and Interpreter Resources
Arkansas	https://arcourts.gov/directories/court-interpreters-registry	Office of Court Interpreter Services (OCIS) Arkansas Judiciary
California	Search for an Interpreter Language Access Services	Home Language Access Services
Colorado	Managing & Staff Interpreter Contact Information	Interpreters & Translators Colorado Judicial Branch
Connecticut	Verification by email	Limited English Proficiency - CT Judicial Branch
Delaware	Available upon request	Delaware Court Interpreter Program - Administrative Office of the Courts - Delaware Courts - State of Delaware
Florida	Certified Interpreter Registry / Find an Interpreter / Court Interpreting / Court Services / Services - Florida Courts	Court Interpreting / Court Services / Services - Florida Courts
Georgia	gcr.onegovcloud.com/public/directory/	Committee on Interpreters – Office of Court Professionals

Hawaii	Find a Court Interpreter Hawaii	Judiciary Judiciary Language Assistance Policy
Idaho	https://isc.idaho.gov/administrative/rosters/other-court-rosters	https://isc.idaho.gov/about-the-courts/language-access
Illinois	Illinois Interpreter Registry	Find a Language Interpreter/Language Access Program in the Illinois Courts system
Indiana	Interpreters - Search	Office of Judicial Administration: Language Access
Iowa	Find an Interpreter Iowa Judicial Branch	Court Interpreters Iowa Judicial Branch
Kansas	No certification requirements	https://kscourts.gov/Public/Become-an-Interpreter
Kentucky	https://www.kycourts.gov/Court-Programs/Language-Access/Pages/Find-an-Interpreter.aspx	Language Access - Kentucky Court of Justice
Louisiana	https://www.lasc.org/court_interpreters/LASC_Interpreter_Registry.pdf	Office of Language Access - Louisiana Supreme Court
Maine	Verification by email	Interpreter and Translation Services: State of Maine Judicial Branch
Maryland	https://secure.scheduleinterpreter.com/marylandcourts/cgi-bin/reports.cgi?action=publicListing	Language Services Maryland Courts
Massachusetts	https://www.mass.gov/info-details/massachusetts-trial-court-interpreters-public-release-roster-prr-introduction	Trial Court Office of Language Access Mass.gov
Michigan	Certified Interpreters	Foreign Language Interpreter Certification Program
Minnesota	Court Interpreters Search	mncourts.gov
Mississippi	https://courts.ms.gov/aoc/courtinterpreter/registry.php	Court Interpreters - State of Mississippi Judiciary
Missouri	Missouri Foreign Language Court Interpreter Roster	Americans with Disabilities Act

Montana	Verification by email	Interpreters District of Montana United States District Court
Nebraska	https://nebraskajudicial.gov/programs-services/interpreters/statewide-register-interpreters	Language Access Nebraska Judicial Branch
Nevada	NVCCIP Roster 5.2026	Nevada Certified Court Interpreter Program Overview Administrative Office of the Courts
New Hampshire	Verification by email	Language Access/Interpreter Services New Hampshire Judicial Branch
New Jersey	https://www.njcourts.gov/sites/default/files/public/language-services/registry.pdf	https://www.njcourts.gov/public/get-help/request-interpreter
New Mexico	https://nmcenterforlanguageaccess.org/cms/en/services/language-interpreter-services-directory	Online Multilingual Language Access Training
New York	Verification by email	Language Access & Court Interpreters New York Courts
North Carolina	Verification by email	Office of Language Access Services North Carolina Judicial Branch
North Dakota	None	North Dakota Court System - Court Interpreters
Ohio	https://www.supremecourt.ohio.gov/docs/JCS/interpreterSvcs/certification/roster.pdf	Language Services Section » Supreme Court of Ohio
Oklahoma	https://www.oscn.net/static/forms/aoc_forms/interpreter.asp	Forms Certified Courtroom Interpreters
Oregon	Oregon Credentialed Court Interpreter Roster.pdf	https://www.courts.oregon.gov/languages/Pages/default.aspx
Pennsylvania	Interpreter Roster Interpreter Program Operations Judicial Administration Unified Judicial System of Pennsylvania	Language Access Operations Judicial Administration Unified Judicial System of Pennsylvania
Rhode Island	Not publicly available	Programs and Services
South Carolina	Interpreter Directory - South Carolina Judicial Branch	Court Access - South Carolina Judicial Branch

South Dakota	Verification by email	Language Access Resources SD Unified Judicial System SD UJS
Tennessee	https://tncourts.gov/programs/court-interpreters/find-court-interpreter	Court Interpreters Tennessee Administrative Office of the Courts
Texas	Find a Court Interpreter Texas	TJB Interpretation & Translation
Utah	Find a Court Interpreter	Court Interpreters
Vermont	Available upon request	Language Access: Interpreters and Translators Vermont Judiciary
Virginia	Foreign Language Services Virginia Court System	https://www.vacourts.gov/courtadmin/aoc/djs/programs/interpreters/home
Washington	Washington State Courts - Court Interpreters	Washington State Courts - Court Interpreters
West Virginia	Verification by email	Access to Justice West Virginia Judiciary
Wisconsin	https://www.wicourts.gov/services/interpreter/search.htm	Wisconsin Court System - Court services - For interpreters
Wyoming	Court Interpreter Services - Wyoming Judicial Branch	Court Interpreter Services - Wyoming Judicial Branch
District of Columbia	For Interpreters District of Columbia Courts	ADA and Language Accessibility District of Columbia Courts
Virgin Islands	Verification by email	https://www.vid.uscourts.gov/interpreter-services

GR 11.2 CODE OF PROFESSIONAL RESPONSIBILITY FOR JUDICIARY INTERPRETERS

(a) **Preamble.** As officers of the court, interpreters must maintain high standards of professional conduct that promote public trust and confidence in the administration of justice. The purpose of this code is to establish standards of conduct that interpreters must abide by in order to preserve the integrity and independence of the judicial system. It establishes core ethical principles of interpreter conduct in all aspects of their profession.

(b) **Scope.** The text of each rule is authoritative, while the comments provide important guidance in understanding the rules.

(c) **Applicability.** All interpreters serving in the judicial system must abide by this Code of Professional Responsibility.

(d) **Compliance.** Interpreters who violate the provisions of this code are subject to disciplinary action and/or any other sanction that may be imposed by law.

(e) **Definitions.**

(1) Source language – the original language of the writer or speaker.

(2) Target language – the language of the receiving reader or listener.

(3) Register – the degree of formality of language.

(4) Sight translation – the rendering of a written document directly into a spoken or signed language, not for purposes of producing a written document.

(f) **Canons.**

(1) *Accuracy.* Interpreters must reproduce in the target language the closest natural equivalent of the source language message without altering it by means of addition, omission, or explanation.

Comment

(1)[1] Interpreters are obligated to conserve every element of information contained in the source and target languages. In doing so, they fulfill a twofold duty: (1) to ensure that legal proceedings reflect in English precisely what is said or signed by limited English proficient individuals and (2) to place limited English proficient individuals on an equal linguistic footing with those who are fully proficient in English.

(1)[2] Interpreters are required to apply their best skills and judgment to render, as faithfully as reasonably possible, the meaning of what is said or signed, preserving the style and register of speech, and the ambiguities and nuances of the source statement.

Everything must be interpreted, even if it appears nonresponsive, obscene, rambling, or incoherent. This includes false starts and apparent misstatements. However, verbatim, "word for word," or literal interpretation is inappropriate if it distorts the meaning of what is said or signed.

Spoken language interpreters should convey the speaker's tone without reenacting or mimicking the speaker's emotions or dramatic gestures. Sign language interpreters, on the other hand, should employ visual cues, including facial expressions, body language, and hand gestures, which are structural elements of sign languages.

(1)[3] Interpreters have the duty to immediately address any situation or condition that impedes their ability to accurately interpret. Examples include, but are not limited to, linguistic ambiguities, unfamiliar terms, inaudible speech, inability to see a speaker, background noise or distraction, and pace of speech.

(1)[4] The obligation to preserve accuracy includes the interpreter's duty to correct any substantive errors of interpretation as soon as possible. Interpreters should be prepared to accept feedback, including challenges to their interpretation, in a professional and impersonal manner.

(1)[5] Due to the difficulty of extemporaneously interpreting recordings (such as 911 calls), the practice of doing so in court should be discouraged at all times. Rather, proper transcripts and corresponding written translations should be prepared in advance. If ordered by the presiding officer to interpret a recording in court, interpreters should comply but state, on the record, that they cannot guarantee the accuracy of the interpretation.

(1)[6] Interpreters should refrain from sight translating documents for the record. Rather, written translations of documents offered in an evidentiary hearing should be prepared in advance. If ordered by the presiding officer to sight translate such documents, interpreters should comply but state, on the record, that they cannot guarantee the accuracy of the sight translation.

(1)[7] The ethical responsibility to interpret accurately includes being prepared for assignments. Interpreters are encouraged to obtain documents and other information necessary to familiarize themselves with the nature and purpose of an assignment. Prior preparation is described below; it is especially important when testimony or documents include highly specialized terminology and subject matter.

Preparation may include but is not limited to:

- (i) reviewing relevant documents, such as criminal complaints, police reports, briefs, witness lists, jury instructions, prior depositions, etc.;
- (ii) asking interpreters previously involved in the case for information on language use or style; or
- (iii) asking attorneys involved in the case for additional relevant information.

(2) *Competence*. Interpreters must not knowingly accept any assignment beyond their skill level. If at any point, before or during an assignment, they have reservations about their ability to satisfy an assignment competently, they must immediately disclose this to all parties and, if applicable, to the court.

In their professional capacity, interpreters must not give legal or other advice or engage in any activity that may be construed as a service other than interpreting or translating.

Comment

(2)[1] Interpreters are duty bound to inquire about the assignment in advance and assess their competence to render services.

(2)[2] Interpreters are not qualified to give written or oral counsel about a legal matter that could affect the rights and responsibilities of the person receiving the advice. GR 24 sets forth what constitutes the practice of law.

(2)[3] Interpreters should maintain and expand competence in their field through professional development. Professional development includes steady practice, professional training, ongoing education, terminology research, regular and frequent interaction with colleagues and specialists in related fields, and staying abreast of new technologies, current issues, laws, policies, rules, and regulations that affect their profession.

(2)[4] Interpreters should know and follow established protocols for delivering interpreting services. When speaking in English, interpreters should speak at a volume that enables them to be heard throughout the courtroom. They should interpret in the first person and refer to themselves in the third person.

(3) *Honesty and Integrity*. Interpreters have an inviolable duty to provide honest services in which their behavior upholds the values outlined in this code. They must accurately represent their credentials, training, and relevant experience. Interpreters must not engage in conduct that impedes their compliance with this code or allow another to induce or encourage them to violate the law or this code.

Comment

(3)[1] It is essential that interpreters present a complete and truthful account of their credentials, training, and relevant experience prior to an assignment so that their ability to satisfy it competently can be fairly evaluated.

(4) *Impartiality and Neutrality.* Interpreters must faithfully render the source message without allowing their own views to interfere. They must refrain from conduct that may give an appearance of bias and must disclose any real or potential conflict of interest to all parties and the court, if applicable, as soon as they become aware of it.

Comment

(4)[1] Interpreters should strive for professional detachment. They should uphold impartiality by avoiding verbal and nonverbal displays of personal attitudes, prejudices, emotions, or opinions. Interpreters must faithfully render all statements, even those they find personally objectionable, without allowing their own views or opinions to interfere.

(4)[2] As officers of the court, interpreters serve the court and the public, regardless of whether publicly or privately retained. Interpreters must uphold neutrality by avoiding any behavior that creates the appearance of favoritism toward anyone. Interpreters should maintain professional relationships with persons using their services, discourage personal dependence on the interpreter, and avoid participation in the proceedings in any capacity other than providing interpreter services. During the course of the proceedings, interpreters should not converse with parties, witnesses, jurors, attorneys, or friends or relatives of any party, except in the discharge of their official functions.

(4)[3] Interpreters must not serve in any matter in which they have an interest, financial or otherwise, in the outcome, unless a specific exception is allowed by the judicial officer for good cause and noted on the record. Interpreters must not solicit or accept gifts or gratuities from any of the parties, even as a social courtesy, in order to maintain the appearance of neutrality. Interpreters must disclose to the parties and/or the court any circumstance that creates a potential conflict of interest, including but not limited to the following:

- (i) the interpreter is a friend, associate, or relative of a party, witness, victim, or counsel;
- (ii) the interpreter or the interpreter's friend, associate, or relative has a financial interest in the case at issue, a shared financial interest with a party to the proceeding, or any other interest that might be affected by the outcome of the case;
- (iii) the interpreter has served in an investigative capacity for any party involved in the case;

- (iv) the interpreter has previously been retained by a law enforcement agency to assist in the preparation of the criminal case at issue;
- (v) the interpreter is an attorney in the case at issue; or
- (vi) the interpreter has previously been retained for employment by one of the parties.

The existence of any one of the abovementioned circumstances should be evaluated by the parties and the court but should not automatically disqualify an interpreter from providing services. If an actual or perceived conflict of interest exists, the appropriate authorities should determine whether it is appropriate for the interpreter to withdraw based on the totality of the circumstances.

(5) *Confidentiality.* Interpreters must not divulge privileged or other confidential information obtained in their professional capacity. They must refrain from making any public statement on matters in which they serve.

Comment

(5)[1] Privileged communications take place within the context of a protected relationship, such as that between an attorney and client, a husband and wife, a priest and penitent, and a doctor and patient. The law often protects against forced disclosure of such conversations. Interpreters are bound to maintain the confidentiality of all privileged communications.

(5)[2] Interpreters are also routinely privy to communications that, while not necessarily privileged by law, are conveyed in confidence. In order to preserve the integrity of the judicial process, interpreters have an ongoing duty to refrain from disclosing information obtained in their professional capacity. This duty is consistent with CJC 2.10.

[Adopted effective November 17, 1989. Original Rule 11.1 was renumbered as Rule 11.2 effective September 1, 2005; Amended effective April 26, 2016; December 18, 2018; March 12, 2019.]



Agenda Bill

AGENDA ITEM NO. 9.

DATE: September 14, 2026

SUBMITTED BY: Joongi Kim, Assistant City Attorney

PRESENTED BY: Burton Eggertsen, Deputy City Attorney

ITEM TYPE: Ordinance

AGENDA SECTION: New Business

SUBJECT:

An **Ordinance** Amending Chapter 6.45 of the Municipal Code, Adopting RCW 9A.60.047 And Establishing a Crime of False Identification As a Peace Officer

SUGGESTED ACTION:

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

SUMMARY:

Recently, the legislature repealed the crime of Criminal Impersonation in the Second Degree when a person impersonates a peace officer. In lieu of this repealed crime, the legislature established a new crime of False Identification as a Peace Officer. This new crime is codified at RCW 9A.60.047. This ordinance would adopt RCW 9A.60.047 into the municipal thereby giving the City authority to continue to arrest and prosecute persons who falsely hold themselves out as peace officers.

ATTACHMENTS:

False Identification Ordinance

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING CHAPTER 6.45 OF THE MUNICIPAL CODE, ADOPTING RCW 9A.60.047 AND ESTABLISHING A CRIME OF FALSE IDENTIFICATION AS A PEACE OFFICER.

WHEREAS, Title 6 of the municipal code establishes crimes and penalties for offenses within the City of Marysville; and

WHEREAS, it is appropriate to amend the municipal code in response to changes in state law; and

WHEREAS, the legislature repealed the crime of Criminal Impersonation in the Second Degree when a person impersonates a peace officer; and

WHEREAS, the legislature has established a new crime of False Identification as a Peace Officer; and

WHEREAS, adopting RCW 9A.60.047 will authorize the City to continue to arrest and prosecute persons who falsely hold themselves out as peace officers; and

WHEREAS, public safety will be enhanced by adopting state law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. Section 6.45.010 of the municipal code is amended as set forth in Exhibit A.

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

SECTION 3. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 20____.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____,
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

Chapter 6.45

FRAUD

6.45.010 Statutes incorporated by reference.

The following statutes regarding fraud are incorporated by reference:

RCW

- [9A.60.010](#) Definitions.
- [9A.60.045](#) Criminal impersonation in the second degree.
- [9A.60.047](#) **False identification as a peace officer.**
- [9A.60.050](#) False certification.
- [9A.61.050](#) Defrauding a public utility in the third degree.
- [9.04.010](#) False advertising.
- [9.12.010](#) Barratry.
- [9.45.060](#) Selling or removing encumbered, leased or rented property.
- [9.45.062](#) Failure to deliver leased property.
- [9.45.070](#) Mock auctions.
- [9.45.080](#) Fraudulent removal of property.
- [9.45.090](#) Knowingly receiving fraudulent conveyance.
- [9.45.100](#) Fraud in assignment for benefit of creditors.
- [9.45.120](#) Using false weights and measures.
- [9.45.150](#) Concealing foreign matter in merchandise.
- [9.45.180](#) Fraud in operating coin-box telephone or other receptacle.
- [9.45.190](#) Manufacture or sale of slugs to be used for coins.
- [9.45.240](#) (1) Fraud in obtaining telephone or telegraph service.
- [9.45.250](#) Fraud in obtaining cable television services.
- [48.30.270](#) Insurance fraud.

EXHIBIT B

RCW 9A.60.047

False identification as a peace officer.

(1) A person is guilty of false identification as a peace officer if:

(a) Under circumstances not amounting to criminal impersonation in the first degree, the person claims to be a peace officer or creates an impression that the person is a peace officer, and does an act with intent to convey the impression that he or she is acting in an official capacity, such as using a vehicle, wearing an article of clothing, or possessing or displaying an item bearing an insignia of a law enforcement agency; and

(b) A reasonable person would believe the person is a peace officer.

(2) False identification as a peace officer is a gross misdemeanor.

(3) It is a defense to prosecution under this section that the person identified as a peace officer by an item bearing an insignia of a law enforcement agency was commissioned by the agency in that capacity when the item was issued to them by the agency, and the person is still authorized by the agency's policies to display or use the item for the purpose for which it is being displayed or used.

(4)(a) Nothing in this section shall be construed to prohibit the possession of an item bearing an insignia of a law enforcement agency by any of the following persons, to the extent authorized by the agency's policies:

(i) Any person who inherits or receives an item bearing the agency's insignia that originally belonged to a deceased person who was commissioned by the agency as a peace officer, where the person inherits or receives the item as part of a ceremony or to otherwise commemorate or honor the deceased person's service as a peace officer; or

(ii) Any person who was commissioned by the agency as a peace officer and has kept an item bearing the agency's insignia after retirement from the agency.

(b) For the purposes of (a)(ii) of this subsection, a retired peace officer is presumed to be authorized by a law enforcement agency to keep an item bearing the agency's insignia if the agency's policies do not specifically prohibit the retired peace officer from keeping the item and the agency does not request that the item be returned.

(5) Nothing in this section shall be construed to prohibit the depiction of law enforcement for matters of cultural, historical, political, religious, educational, newsworthy, or public interest including, but not limited to, use in works of art, commentary, satire, and parody protected by the Washington state Constitution or the United States Constitution.

(6) For purposes of this section, "peace officer" includes any "general authority Washington peace officer," "limited authority Washington peace officer," "reserve officer," and "specially commissioned

Washington peace officer" as those terms are defined in RCW [10.93.020](#), and any federal peace officer.

(7) For purposes of this section, an "item bearing an insignia of a law enforcement agency" includes an item that contains the word "police," "sheriff," "constable," "marshal," or "trooper," or the title of an agency of the federal government employing federal peace officers.

(8) For purposes of this section, "federal peace officer" means any employee or agent of the United States government who has the authority to carry firearms and make warrantless arrests and whose duties involve the enforcement of the laws of the United States.

[[2026 c 114 s 1.](#)]

DATE: September 14, 2026

SUBMITTED BY: Jeff Laycock, Engineering Services Director

PRESENTED BY: Jeff Laycock, Engineering Services Director

ITEM TYPE: Project Acceptance

AGENDA SECTION: New Business

SUBJECT:
Project Acceptance - Comeford Park Sidewalk and Lighting

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to accept the Comeford Park Sidewalk and Lighting Project, starting the 60-day lien filing period for project closeout.

SUMMARY:

The Comeford Park Sidewalk and Lighting Project replaced existing sidewalks and grass landscape planter with an 8-foot-wide concrete sidewalk and street lighting to match Marysville Civic Campus lighting standards. Improvements were constructed within public right of way along the north side of 5th Street and the south side of 6th Street between Delta Avenue and State Avenue. Construction included concrete sidewalks and ramps to meet ADA standards, installation of decorative lighting, electrical conduit and wiring, minor utility adjustments, restoration and other work.

City Council awarded the project to Reaper Construction on June 23, 2025, in the amount of \$283,330.00, plus a management reserve of \$23,333.00, for a total allocation of \$311,663.00. The project was completed at a cost of \$294,687.70, or \$11,357.70 (4%) over the contract amount but within management reserve. The project was funded in part by a Community Development Block Grant (CDBG) in the amount of \$173,270.04. The total construction contract cost to the city was therefore \$121,417.66.

Work performed under this contract was inspected by City staff and found to be

physically complete in accordance with the approved plans and specifications. Staff recommends Council's acceptance of the project for closeout.

ATTACHMENTS:

R2505_Notice of Physical Completion



MARYSVILLE
PUBLIC WORKS
Engineering

July 29, 2026

Raine Smiley
Reaper Construction, Inc.
P.O. Box 339
Arlington, WA 98223

Submitted via email to: raine.smiley@reaperconstructioninc.com
jr.chapman@reaperconstructioninc.com

Subject: Project R2505 – Comeford Park Sidewalk and Lighting
Notice of Physical Completion

Dear Raine and JR,

In accordance with Section 1-05.11(2) of the Special Provisions, the Comeford Park Sidewalk and Lighting project was considered physically complete as of Monday, July 27, 2026. This notification does not constitute final acceptance by the City.

Recommendation for Final Acceptance will be sent to the City Council for approval at the first available council meeting tentatively scheduled for September 14.

Please submit the following items for project closeout:

1. Affidavit of Wages Paid (including all subcontractors)

Upon obtaining receipt of the above items, and acceptance, the City will submit a notice of completion of public works project to obtain the following:

1. Certificate of Release from the Department of Labor and Industries
2. Certificate of Release from the Department of Revenue
3. Certificate of Release from the Employment Security Department

It has been a pleasure working with you on this project. I hope that you will consider bidding on future projects with the City.

Sincerely,

Jeff Laycock, PE
Engineering Services Director

Agenda Bill

AGENDA ITEM NO. 11.

DATE: September 14, 2026

SUBMITTED BY: Steven Miller, Senior Project Manager

PRESENTED BY: Steven Miller, Senior Project Manager

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

PUD Service Contract for the 88th St NE Corridor Project - Phase 1 to Provide Illumination Services

SUGGESTED ACTION:

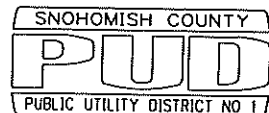
Recommended Motion: I move to authorize the Mayor to sign and execute the customer service contract with PUD, and approve an additional \$49,790.34 for a total estimated cost of \$187,205.23, to provide illumination services on the 88th ST NE Corridor Project – Phase 1.

SUMMARY:

On April 27, 2026, Council approved a contract with Snohomish County PUD to provide illumination for the 88th Phase 1 project. PUD has revised the illumination design for the project. Due to NEC code requirements, PUD is unable to install overhead fed wood illumination poles on the south side of 88th as originally shown. Therefore, a total of 13 wood poles have been revised to be underground fed fiberglass poles at the same locations. The underground fed poles require additional risers and pedestals. These items, along with the cost difference between fiberglass and wood poles have added to PUD's cost to provide illumination required for the project. This cost is for illumination required for the corridor, which is over and above illumination provided by luminaires on distribution poles. The cost increase is \$49,790.34 for a total estimated cost of \$187,205.23 as shown in the attached contract.

ATTACHMENTS:

88TH ST_ PHASE 1_PUD PLANS_REVISED, 88TH ST_REVISED CS CONTRACT,
88TH ST_UG STREETLIGHT REVISED QUOTE



LOCATION **4300 88TH ST NE, MARYSVILLE 98270**

POLE NO. **PLI 77934** NW1/4S 21 T 30 R 5

REASON FOR WORK **INSTL (13) UG SL POLES & LEDS**

CITY OF MARYSVILLE

A:202576112 I:70387683

AREA **NORTH COUNTY**

ORDER **100165038**

OPERATION **0030**

UGND NO. **N/A**

SCALE **1"=60'**

APPROVED
&
DATE

DATE PRINTED

SUBSTATION **KELLOGG MARSH**

CIRCUIT NO. **12-906** PHASE **132**



FOREMAN RECORDS
FOREMAN _____
DATE WORK COMPLETED _____
☐ RESTORATION REQUIRED
☐ ADDITIONAL WORK REQUIRED
NOTES (i.e. REDLINE INFO): _____

NESC VIOLATIONS
☒ NO ☐ YES (SEE NOTES)
PERMITS
☒ CITY
☐ SNO COUNTY (TCP)
☐ SNO COUNTY (BLANKET)
☐ SNO COUNTY (MAJOR)
☐ OTHER: _____
☐ NO PERMIT REQUIRED
☐ RESTORATION REQUIRED
☒ MULTIPLE JOB PHASES (i.e. OH, UG)

FEES REQ'D
☒ YES ☐ NO
PRIMARY OVERHEAD
☐ RESIDENTIAL
☐ COMMERCIAL
LEO# _____
' @ \$ _____ /' = \$ _____

EASEMENTS
☐ REQUIRED
E# _____ ☒ NOT REQUIRED
REQUEST NO. _____
DATE APPROVED _____

PRIMARY UNDERGROUND
☐ RESIDENTIAL
☐ COMMERCIAL
BASIC FEE \$ _____
LEU# _____
' @ \$ _____ /' = \$ _____

FOREIGN CONTACTS
☐ JPN# _____
☐ JOINT TRENCH ZIPLY & CATV
☐ JOINT BORE ZIPLY & CATV
☒ N/A

MISCELLANEOUS FEES
VAULT \$ _____
PERMIT \$ _____
T&M \$187,205.23
\$ _____
\$ _____

POLE STENCILING
FROM _____ TO _____
TAKE OFF POLE _____
PRE-CONST. REQUIRMENTS
☐ BACKHOE ☒ FLAGGING
☒ ONE CALL DATE _____
No. _____

TOTAL DUE \$187,205.23
DATE PAID 5/29/26
RECEIPT NO. 1800070051

FIBER
☐ YES ☒ NO
STREET LIGHTING
☒ YES ☐ NO

ENGINEER MIKE FLEMING
PHONE 425-783-8276
CELLULAR 425-238-8083

M&R IN	AS-BUILT
GIS	M&R OUT
GIS QC	JOINT USE

LEGEND:

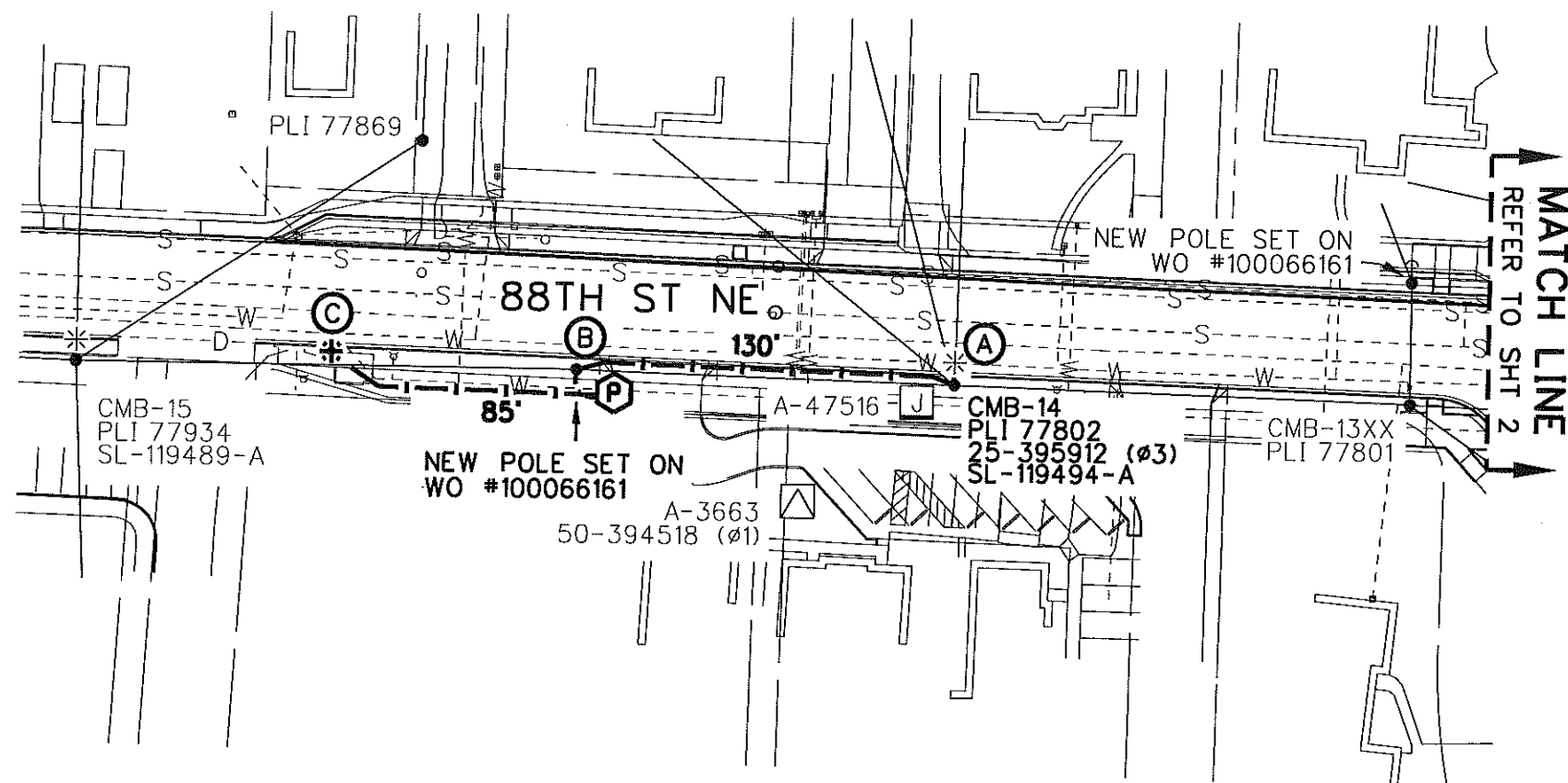
- EXISTING POLE
- * EXISTING OH STREETLIGHT
- P** NEW SEC'D PEDESTAL
- * NEW UG STREETLIGHT
- NEW UG STREETLIGHT CONDUCTOR

CONSTRUCTION NOTES:

- (A) RUN 130' OF #2 AL TPX (C0300) FROM POLE PLI 77802 TO LOC B.
- (B) INSTL 3" SEC'D RISER & SMALL PED W/ (3) 5-POS BARS (AS1U705).
RUN 40' OF #350 KCMIL FROM POLE TO PED.
INSTL 85' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT TO LOC C.
- (C) INSTL UG FIBERGLASS SL POLE W/ BRKT FACING N, AS STAKED. (AS1L902)
SET 5.5' DEEP.
INSTL SIZE 'K' LED (L0219) SL- _____ SIZE K LED.

Preliminary

08/27/2026 1:24:21 PM



LAYOUT

1" = 60'

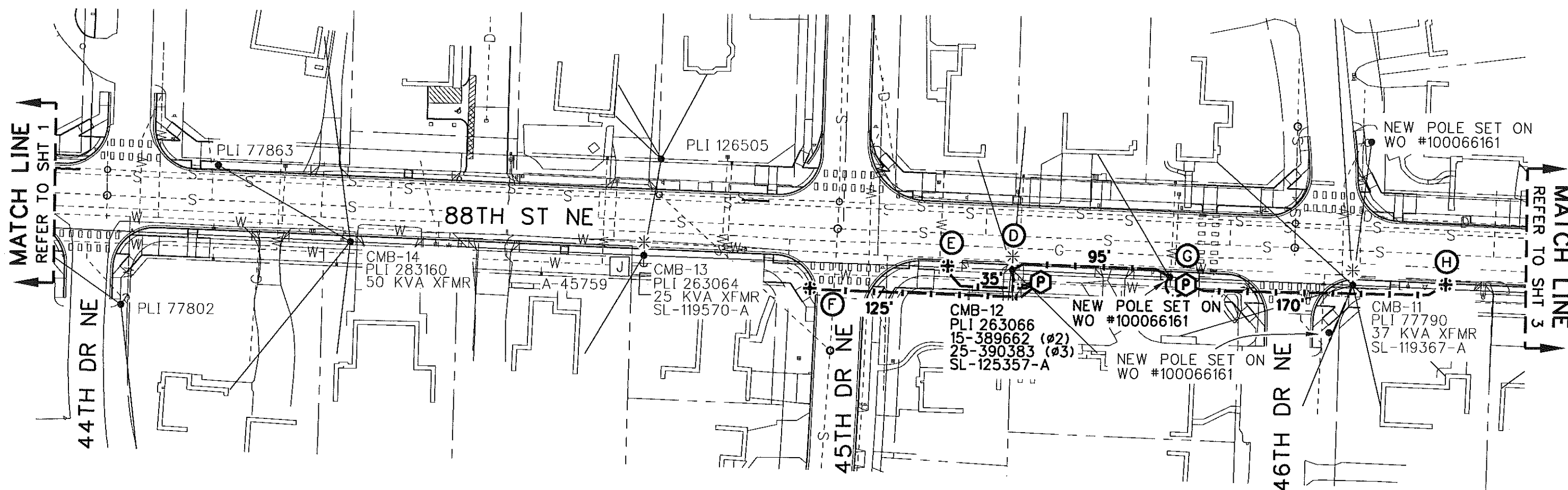
SHEET **1** OF **6**

- ④ INSTL 3" SEC'D RISER & SMALL PED W/ (3) 5-POS BARS (AS1U705).
 RUN 40' OF #350 KCMIL FROM POLE TO PED.
 INSTL 35' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT TO LOC E.
 INSTL 125' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT TO LOC F.
 RUN 95' OF #2 AL TPX (C0300) FROM POLE PLI 263066 TO LOC G.
- ⑤ INSTL UG FIBERGLASS SL POLE W/ BRKT FACING N, AS STAKED. (AS1L902)
 SET 5.5' DEEP.
 INSTL SIZE 'K' LED (LO219) SL- _____ SIZE K LED.
- ⑥ INSTL UG FIBERGLASS SL POLE W/ BRKT FACING E, AS STAKED. (AS1L902)
 SET 5.5' DEEP.
 INSTL SIZE 'K' LED (LO219) SL- _____ SIZE K LED.

- ⑦ INSTL 3" SEC'D RISER & SMALL PED W/ (3) 5-POS BARS (AS1U705).
 RUN 40' OF #350 KCMIL FROM POLE TO PED.
 INSTL 170' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT TO LOC H.
- ⑧ INSTL UG FIBERGLASS SL POLE W/ BRKT FACING N, AS STAKED. (AS1L902)
 SET 5.5' DEEP.
 INSTL SIZE 'K' LED (LO219) SL- _____ SIZE K LED.

Preliminary

08/27/2026 1:24:21 PM



LEGEND:

- EXISTING POLE
- * EXISTING OH STREETLIGHT
- Ⓟ NEW SEC'D PEDESTAL
- # NEW UG STREETLIGHT
- NEW UG STREETLIGHT CONDUCTOR

LAYOUT

1" = 60'



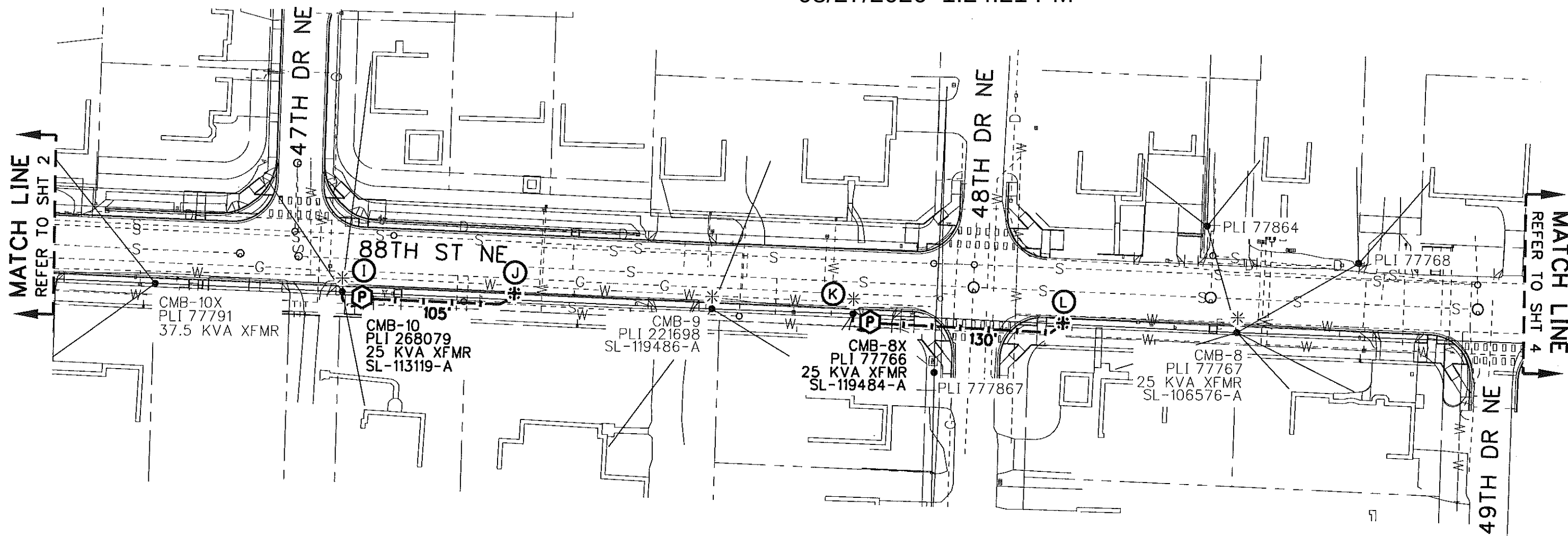
SNOHOMISH COUNTY PUD PUBLIC UTILITY DISTRICT NO 1							
ORDER	OPERATION	SCALE	DFTR	ENGR	APVD/DATE	DATE	
100165038	0030	1"=60'		M FLEMING		6/2/26	SHEET 2 OF 6

- ① INSTL 3" SEC'D RISER & SMALL PED W/ (3) 5-POS BARS (AS1U705).
 RUN 40' OF #350 KCMIL FROM POLE TO PED.
 INSTL 105' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT TO LOC J.
- ② INSTL UG FIBERGLASS SL POLE W/ BRKT FACING N, AS STAKED (AS1L902).
 SET 5.5' DEEP.
 INSTL SIZE 'K' LED (LO219) SL- _____ SIZE K LED.

- ③ INSTL 3" SEC'D RISER & SMALL PED W/ (3) 5-POS BARS (AS1U705).
 RUN 40' OF #350 KCMIL FROM POLE TO PED.
 INSTL 130' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT TO LOC J.
- ④ INSTL UG FIBERGLASS SL POLE W/ BRKT FACING N, AS STAKED (AS1L902).
 SET 5.5' DEEP.
 INSTL SIZE 'K' LED (LO219) SL- _____ SIZE K LED.

Preliminary

08/27/2026 1:24:21 PM



LEGEND:

- EXISTING POLE
- * EXISTING OH STREETLIGHT
- Ⓟ NEW SEC'D PEDESTAL
- ⚡ NEW UG STREETLIGHT
- NEW UG STREETLIGHT CONDUCTOR

LAYOUT

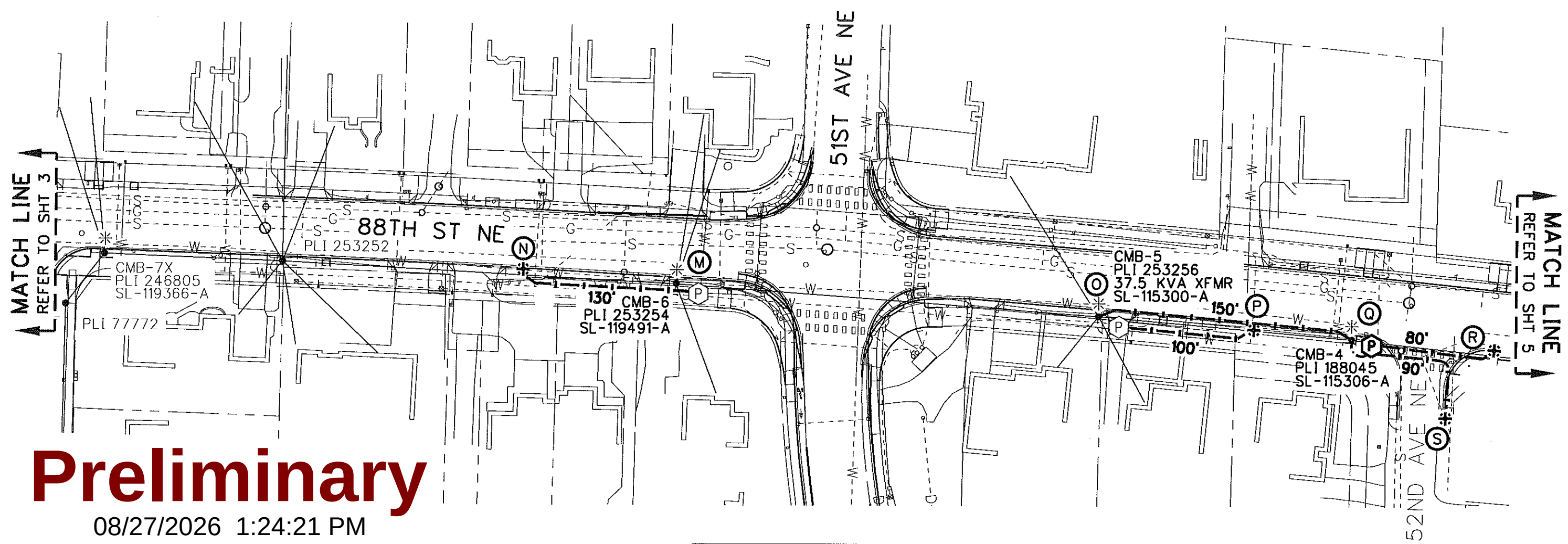
1" = 60'



SNOHOMISH COUNTY							
PUD							
PUBLIC UTILITY DISTRICT NO 1							
ORDER	OPERATION	SCALE	DFTR	ENGR	APVD/DATE	DATE	SHEET <u>3</u> OF <u>6</u>
100165038	0060	1"=60'		M FLEMING		6/2/26	

- (M) INSTL 130' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT FROM PED INSTALLED ON WO #100066161 TO LOC N.
- (N) INSTL UG FIBERGLASS SL POLE W/ BRKT FACING N, AS STAKED (AS1L902). SET 5.5' DEEP.
INSTL SIZE 'K' LED (L0219) SL- _____ SIZE K LED.
- (O) INSTL 130' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT FROM PED INSTALLED ON WO #100066161 TO LOC P.
RUN 150' OF #2 AL TPX (C0300) FROM POLE PLI 253256 TO LOC Q.
- (P) INSTL UG FIBERGLASS SL POLE W/ BRKT FACING N, AS STAKED (AS1L902). SET 5.5' DEEP.
INSTL SIZE 'K' LED (L0219) SL- _____ SIZE K LED.

- (Q) INSTL 3" SEC'D RISER & SMALL PED W/ (3) 5-POS BARS (AS1U705). RUN 40' OF #350 KCMIL FROM POLE TO PED.
INSTL 80' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT TO LOC R.
INSTL 90' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT TO LOC S.
- (R) INSTL UG FIBERGLASS SL POLE W/ BRKT FACING N, AS STAKED (AS1L902). SET 5.5' DEEP.
INSTL SIZE 'K' LED (L0219) SL- _____ SIZE K LED.
- (S) INSTL UG FIBERGLASS SL POLE W/ BRKT FACING W, AS STAKED (AS1L902). SET 5.5' DEEP.
INSTL SIZE 'K' LED (L0219) SL- _____ SIZE K LED.



Preliminary

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- LEGEND:**
- EXISTING POLE
 - * EXISTING OH STREETLIGHT
 - (P) NEW SEC'D PEDESTAL
 - # NEW UG STREETLIGHT
 - NEW UG STREETLIGHT CONDUCTOR

LAYOUT
1" = 60'

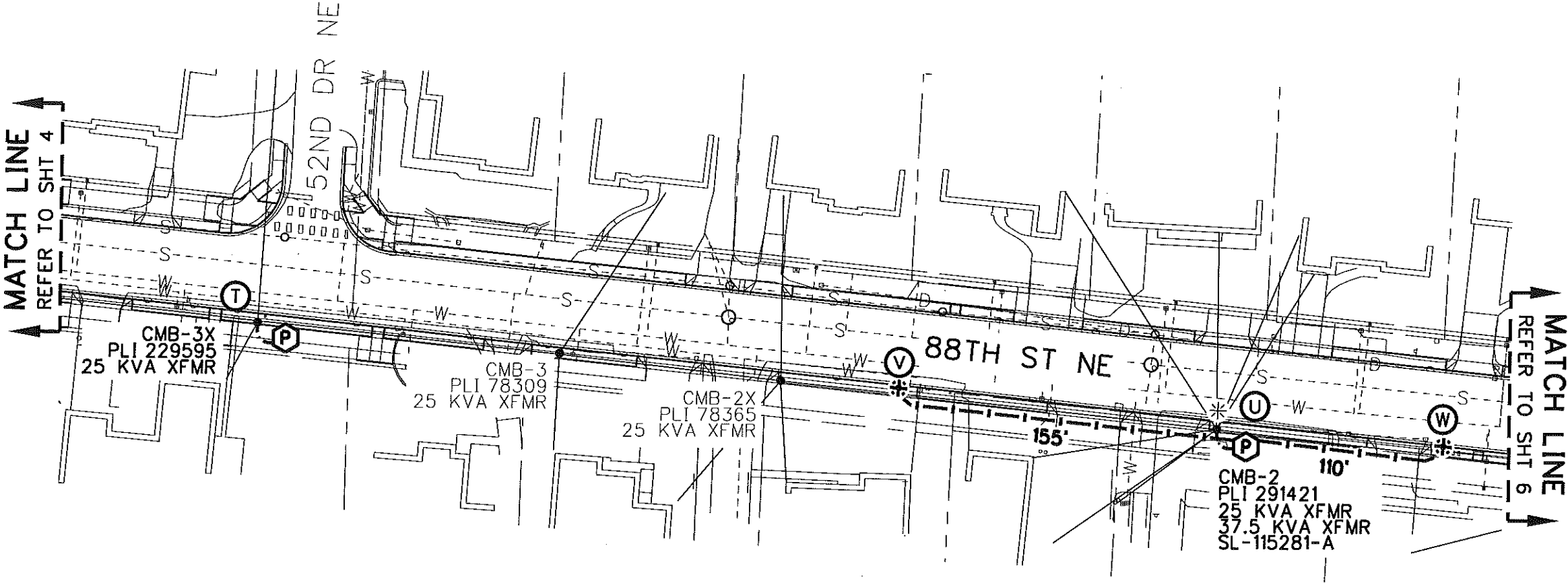


SNOHOMISH COUNTY PUD PUBLIC UTILITY DISTRICT NO 1						
ORDER	OPERATION	SCALE	DFTR	ENGR	APVD/DATE	DATE
100165038	0030	1"=60'		M FLEMING		6/2/26
SHEET 4 OF 6						

- Ⓣ INSTL 3" SEC'D RISER & SMALL PED W/ (3) 5-POS BARS (AS1U705).
RUN 40' OF #350 KCMIL FROM POLE TO PED.
- Ⓢ INSTL 3" SEC'D RISER & SMALL PED W/ (3) 5-POS BARS (AS1U705).
RUN 40' OF #350 KCMIL FROM POLE TO PED.
INSTL 155' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT TO LOC V.
INSTL 110' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT TO LOC W.
- Ⓥ INSTL UG FIBERGLASS SL POLE W/ BRKT FACING N, AS STAKED (AS1L902).
SET 5.5' DEEP.
INSTL SIZE 'K' LED (L0219) SL- _____ SIZE K LED.

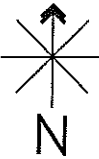
- Ⓦ INSTL UG FIBERGLASS SL POLE W/ BRKT FACING N, AS STAKED (AS1L902).
SET 5.5' DEEP.
INSTL SIZE 'K' LED (L0219) SL- _____ SIZE K LED.

Preliminary
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- LEGEND:
- EXISTING POLE
 - * EXISTING OH STREETLIGHT
 - Ⓟ NEW SEC'D PEDESTAL
 - ⚡ NEW UG STREETLIGHT
 - NEW UG STREETLIGHT CONDUCTOR

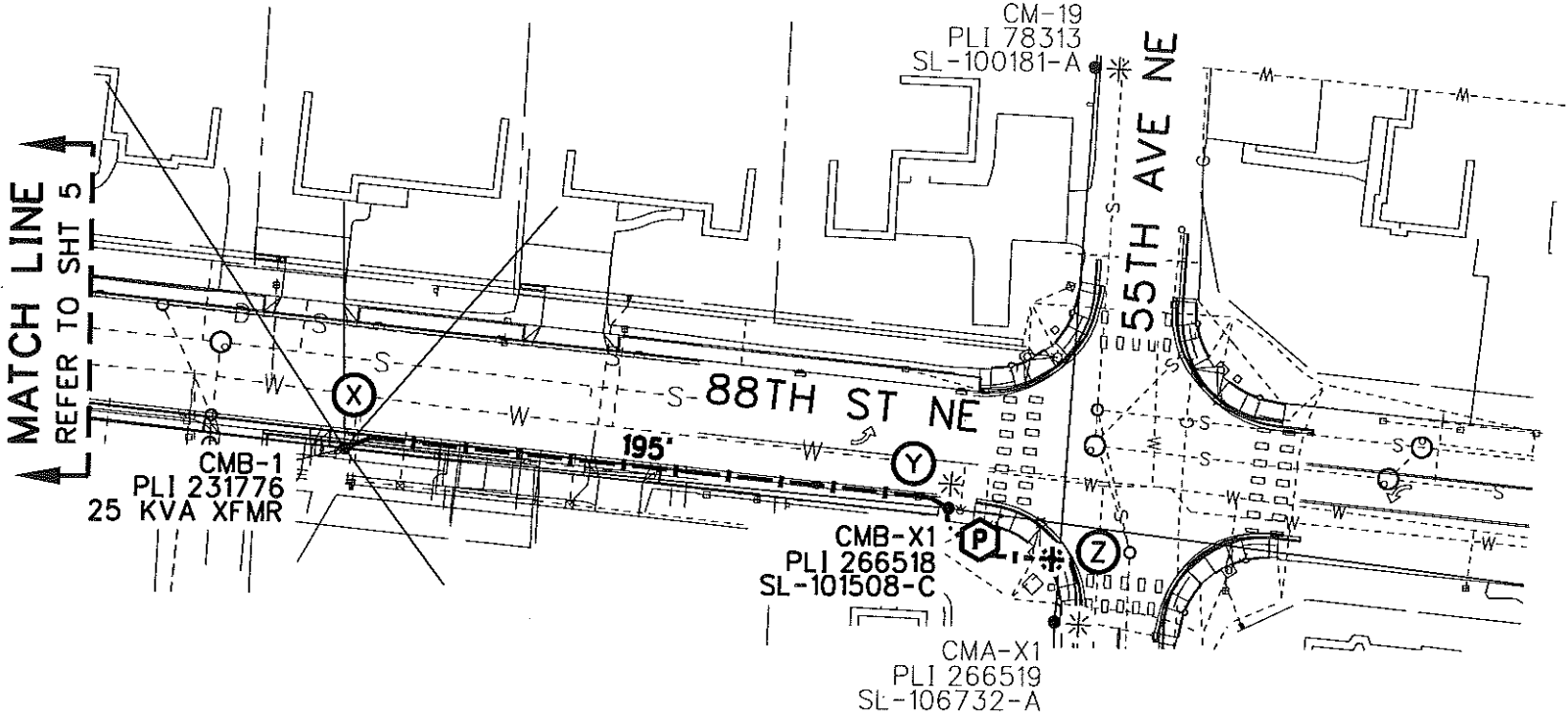
LAYOUT
1" = 60'



SNOHOMISH COUNTY PUD PUBLIC UTILITY DISTRICT NO 1							
ORDER	OPERATION	SCALE	DFTR	ENGR	APVD/DATE	DATE	SHEET 5 OF 6
100165038	0030	1"=60'		M FLEMING		6/2/26	

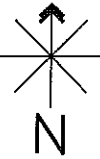
- (X) RUN 130' OF #2 AL TPX (C0300) FROM POLE PLI 231776 TO LOC Y.
- (Y) INSTL 3" SEC'D RISER & SMALL PED W/ (3) 5-POS BARS (AS1U705).
RUN 40' OF #350 KCMIL FROM POLE TO PED.
INSTL 25' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT TO LOC Z.
- (Z) INSTL UG FIBERGLASS SL POLE W/ BRKT FACING E, AS STAKED (AS1L902).
SET 5.5' DEEP.
INSTL SIZE 'K' LED (L0219) SL- _____ SIZE K LED.

Preliminary
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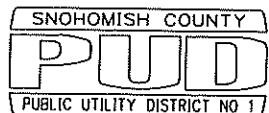


- LEGEND:
- EXISTING POLE
 - * EXISTING OH STREETLIGHT
 - (P) NEW SEC'D PEDESTAL
 - ⌘ NEW UG STREETLIGHT
 - ⋯ NEW UG STREETLIGHT CONDUCTOR

LAYOUT
1" = 60'



SNOHOMISH COUNTY PUD PUBLIC UTILITY DISTRICT NO 1							
ORDER	OPERATION	SCALE	DFTR	ENGR	APVD/DATE	DATE	SHEET 6 OF 6
100165038	0030	1"=60'		M FLEMING		6/2/26	

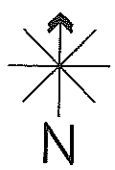


CONSTRUCTION NOTES:

LOCATION **4300 88TH ST NE, MARYSVILLE 98270**
POLE NO. **PLI 77934** NW1/4S 21 T 30 R 5 DATE **6/2/26** AREA **NORTH COUNTY**
REASON FOR WORK **INSTL (8) UG SL POLES & LEDS** ENGINEER **M FLEMING** ORDER **100165038**
CITY OF MARYSVILLE DRAFTER **UGND NO. N/A** OPERATION **0060**
A:202576112 I:70387683 SCALE **1"=60'**

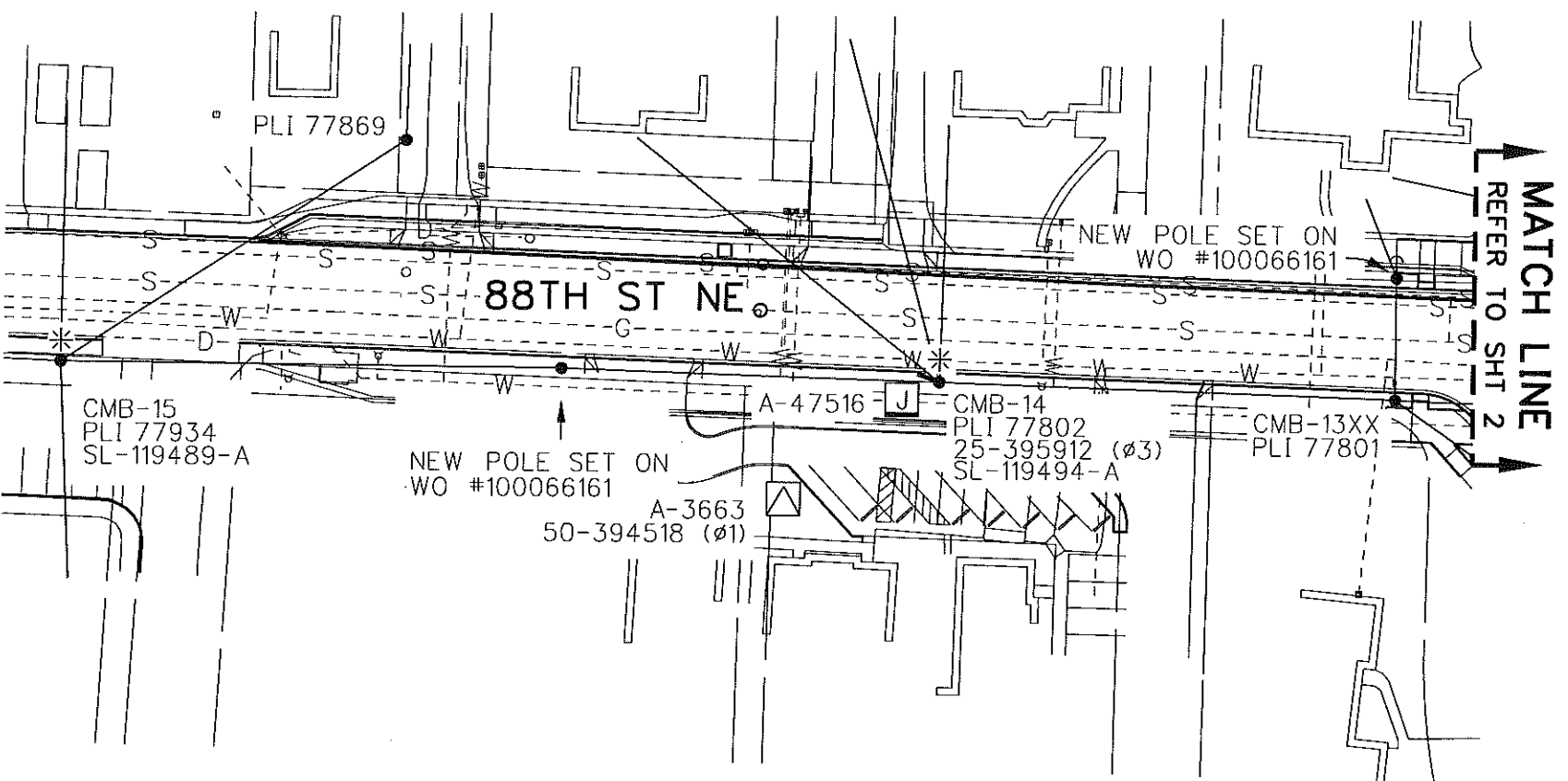
FOREMAN RECORDS FOREMAN _____ DATE WORK COMPLETED _____ ☐ RESTORATION REQUIRED ☐ ADDITIONAL WORK REQUIRED NOTES (i.e. REDLINE INFO): _____	NESC VIOLATIONS ☒ NO ☐ YES (SEE NOTES) PERMITS ☒ CITY ☐ SNO COUNTY (TCP) ☐ SNO COUNTY (BLANKET) ☐ SNO COUNTY (MAJOR) ☐ OTHER: ☐ NO PERMIT REQUIRED ☐ RESTORATION REQUIRED ☒ MULTIPLE JOB PHASES (i.e. OH, UG)
FEES REQ'D ☒ YES ☐ NO PRIMARY OVERHEAD ☐ RESIDENTIAL ☐ COMMERCIAL LEO# _____ ' @ \$ /' = \$	EASEMENTS ☐ REQUIRED E# _____ ☒ NOT REQUIRED REQUEST NO. _____ DATE APPROVED _____
PRIMARY UNDERGROUND ☐ RESIDENTIAL ☐ COMMERCIAL BASIC FEE \$ _____ LEU# _____ ' @ \$ /' = \$	FOREIGN CONTACTS ☐ JPN# _____ ☐ JOINT TRENCH ZIPLY & CATV ☐ JOINT BORE ZIPLY & CATV ☒ N/A
MISCELLANEOUS FEES VAULT \$ _____ PERMIT \$ _____ T&M \$187,205.23 \$ _____ \$ _____	POLE STENCILING FROM _____ TO _____ TAKE OFF POLE _____ PRE-CONST. REQUIRMENTS ☐ BACKHOE ☒ FLAGGING ☒ ONE CALL DATE _____ No. _____
TOTAL DUE \$187,205.23 DATE PAID 5/29/26 RECEIPT NO. 1800070051	FIBER ☐ YES ☒ NO STREET LIGHTING ☒ YES ☐ NO
ENGINEER MIKE FLEMING PHONE 425-783-8276 CELLULAR 425-238-8083	M&R IN AS-BUILT GIS M&R OUT GIS QC JOINT USE

APPROVED & DATE _____ DATE PRINTED _____
SUBSTATION **KELLOGG MARSH**
CIRCUIT NO. **12-906** PHASE **132**



Preliminary

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- LEGEND:
- EXISTING POLE
 - * EXISTING OH STREETLIGHT
 - ⬢ EXISTING SEC'D PEDESTAL
 - ⚡ NEW UG STREETLIGHT
 - ⚡ NEW UG STREETLIGHT CONDUCTOR

LAYOUT
1" = 60'

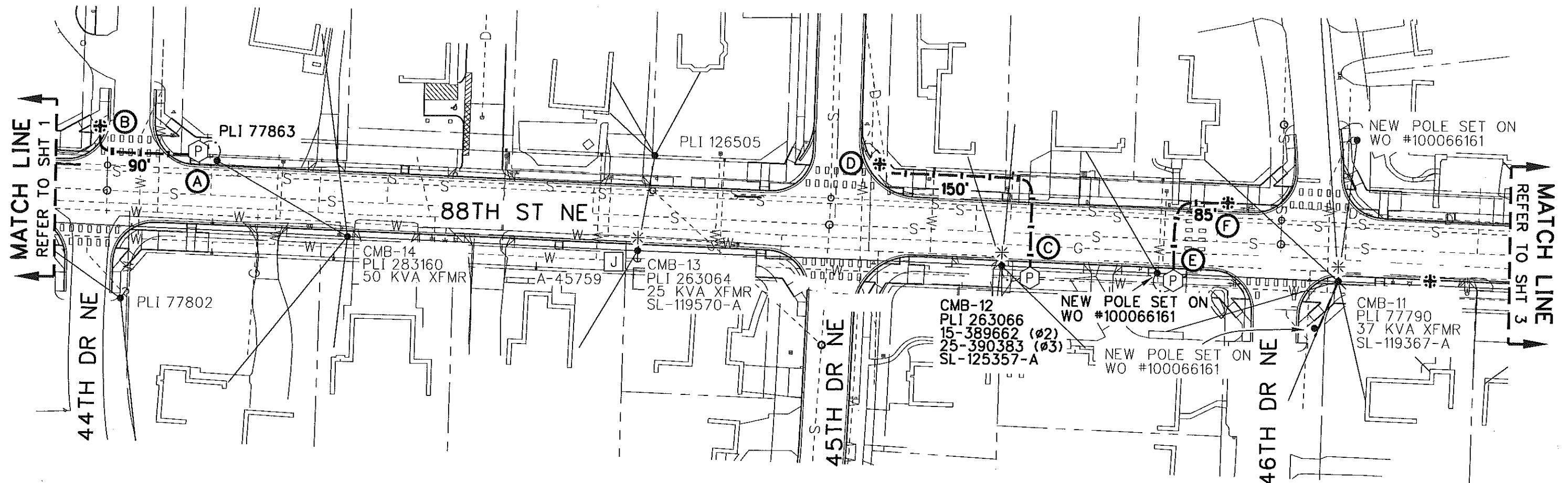
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DATE: 27-Aug-26 13:07

- (A) INSTL 190' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT FROM PED
INSTALLED ON WO #100066161 TO LOC B.
- (B) INSTL UG FIBERGLASS SL POLE W/ BRKT FACING E, AS STAKED. (AS1L902)
SET 5.5' DEEP.
INSTL SIZE 'K' LED (LO219) SL- _____ SIZE K LED.
- (C) INSTL 150' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT FROM PED
INSTALLED ON WO #100165038-0030 TO LOC D.
- (D) INSTL UG FIBERGLASS SL POLE W/ BRKT FACING W, AS STAKED. (AS1L902)
SET 5.5' DEEP.
INSTL SIZE 'K' LED (LO219) SL- _____ SIZE K LED.

- (E) INSTL 190' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT FROM PED
INSTALLED ON WO #100066161 TO LOC B.
- (F) INSTL UG FIBERGLASS SL POLE W/ BRKT FACING S, AS STAKED. (AS1L902)
SET 5.5' DEEP.
INSTL SIZE 'K' LED (LO219) SL- _____ SIZE K LED.

Preliminary

08/27/2026 1:33:26 PM

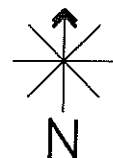


LEGEND:

- EXISTING POLE
- * EXISTING OH STREETLIGHT
- ⬢ EXISTING SEC'D PEDESTAL
- ⚡ NEW UG STREETLIGHT
- NEW UG STREETLIGHT CONDUCTOR

LAYOUT

1" = 60'



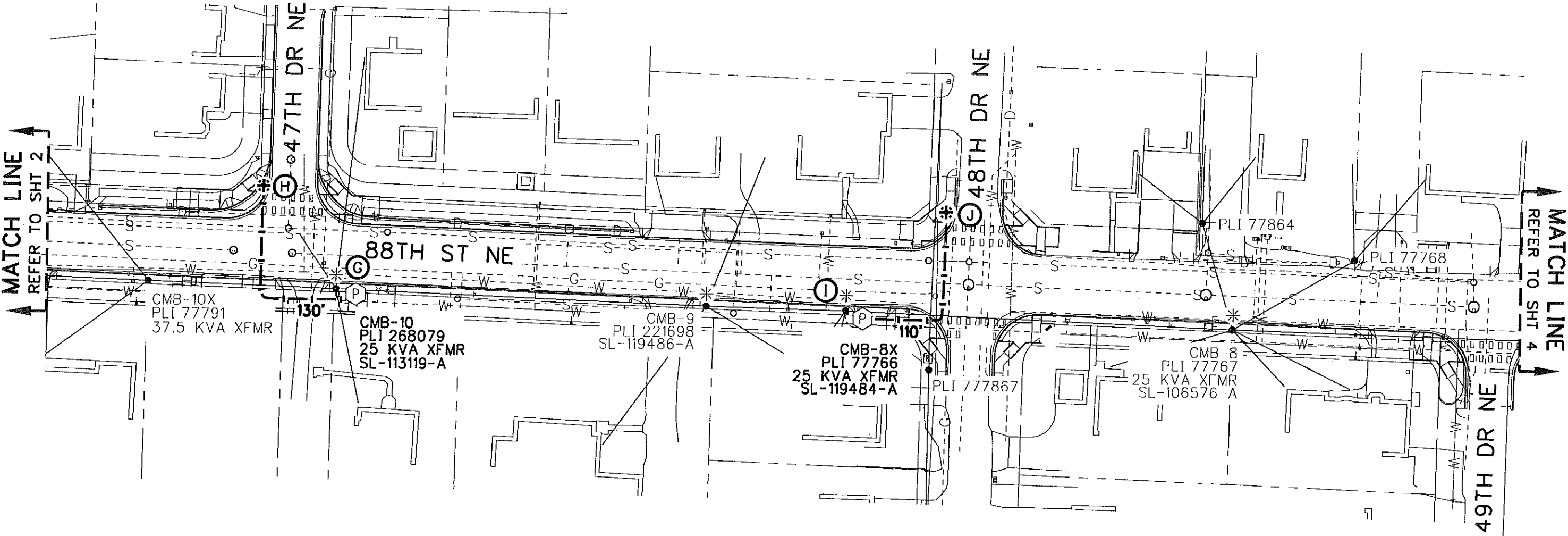
SNOHOMISH COUNTY		PUBLIC UTILITY DISTRICT NO 1					
ORDER	OPERATION	SCALE	DFTR	ENGR	APVD/DATE	DATE	SHEET
100165038	0060	1"=60'		M FLEMING		6/2/26	2 OF 6

- Ⓒ INSTL 130' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT FROM PED INSTALLED ON WO #100165038-0030 TO LOC H.
- Ⓗ INSTL UG FIBERGLASS SL POLE W/ BRKT FACING E, AS STAKED. (AS1L902) SET 5.5' DEEP.
INSTL SIZE 'K' LED (L0219) SL- _____ SIZE K LED.

- Ⓘ INSTL 130' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT FROM PED INSTALLED ON WO #100165038-0030 TO LOC J.
- Ⓙ INSTL UG FIBERGLASS SL POLE W/ BRKT FACING E, AS STAKED. (AS1L902) SET 5.5' DEEP.
INSTL SIZE 'K' LED (L0219) SL- _____ SIZE K LED.

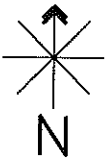
Preliminary

08/27/2026 1:33:31 PM



- LEGEND:
- EXISTING POLE
 - * EXISTING OH STREETLIGHT
 - Ⓟ EXISTING SEC'D PEDESTAL
 - ⚡ NEW UG STREETLIGHT
 - NEW UG STREETLIGHT CONDUCTOR

LAYOUT
1" = 60'

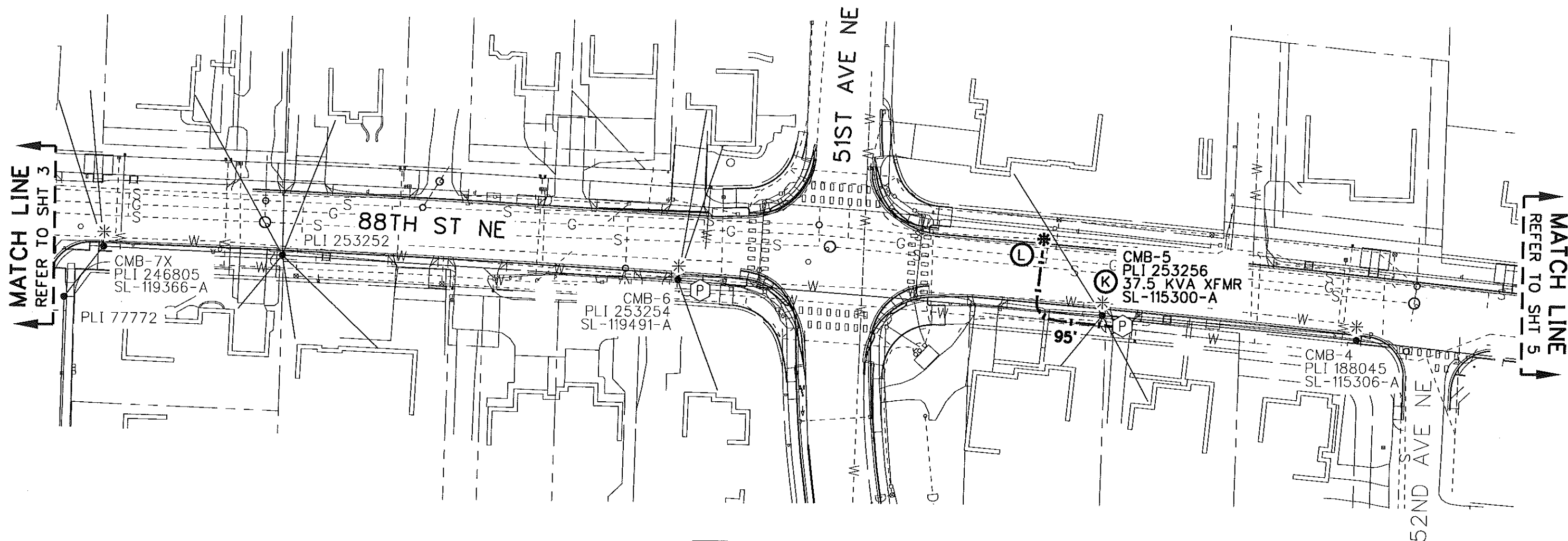


SNOHOMISH COUNTY PUD PUBLIC UTILITY DISTRICT NO 1							
ORDER	OPERATION	SCALE	DFTR	ENGR	APVD/DATE	DATE	
100165038	0060	1"=60'		M FLEMING		6/2/26	
						SHEET	3 OF 6

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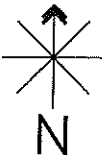
- (K) INSTL 95' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT FROM PED
INSTALLED ON WO #100165038-0030 TO LOC H.
- (L) INSTL UG FIBERGLASS SL POLE W/ BRKT FACING S, AS STAKED (AS1L902).
SET 5.5' DEEP.
INSTL SIZE 'K' LED (L0219) SL- _____ SIZE K LED.

Preliminary
08/27/2026 1:33:35 PM



- LEGEND:**
- EXISTING POLE
 - * EXISTING OH STREETLIGHT
 - ⬢ EXISTING SEC'D PEDESTAL
 - ✱ NEW UG STREETLIGHT
 - NEW UG STREETLIGHT CONDUCTOR

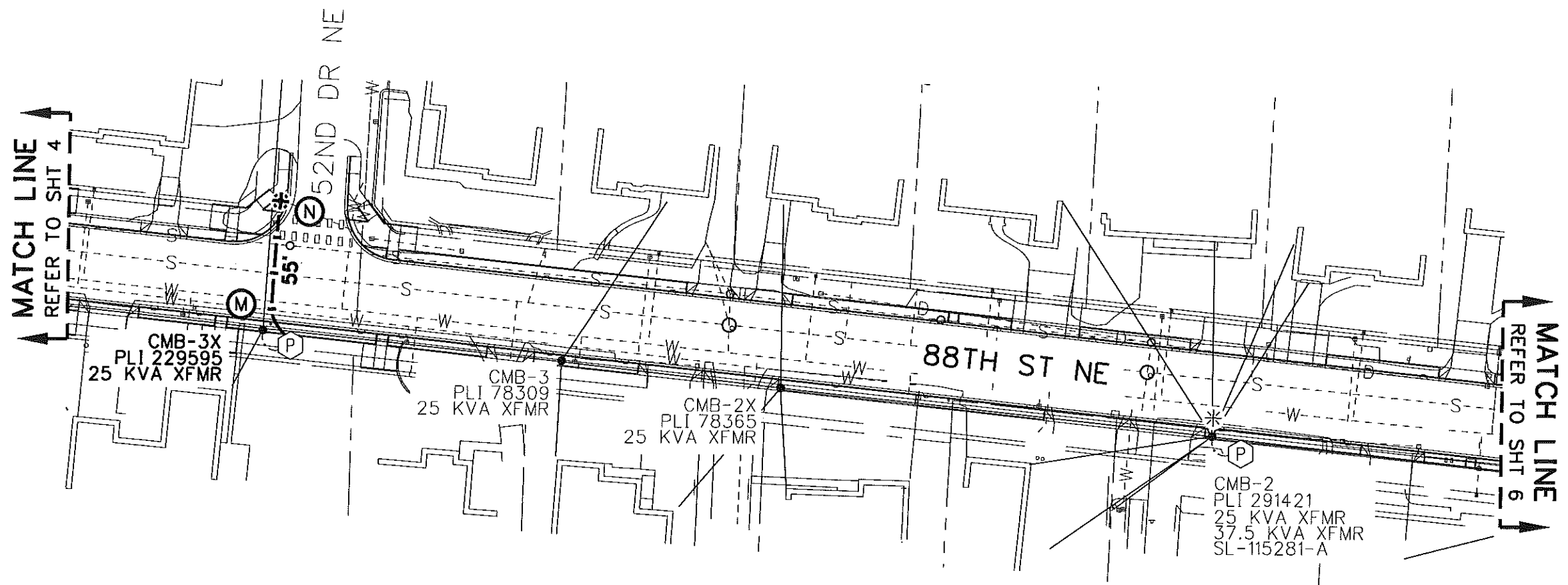
LAYOUT
1" = 60'



SNOHOMISH COUNTY PUD PUBLIC UTILITY DISTRICT NO 1							
ORDER	OPERATION	SCALE	DFTR	ENGR	APVD/DATE	DATE	SHEET 4 OF 6
100165038	0060	1"=60'		M FLEMING		6/2/26	

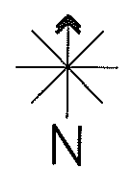
- (M) INSTL 55' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT FROM PED
INSTALLED ON WO #100165038-0030 TO LOC N.
- (N) INSTL UG FIBERGLASS SL POLE W/ BRKT FACING E, AS STAKED (AS1L902).
SET 5.5' DEEP.
INSTL SIZE 'K' LED (L0219) SL- _____ SIZE K LED.

Preliminary
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- LEGEND:
- EXISTING POLE
 - * EXISTING OH STREETLIGHT
 - (P) EXISTING SEC'D PEDESTAL
 - * NEW UG STREETLIGHT
 - NEW UG STREETLIGHT CONDUCTOR

LAYOUT
1" = 60'

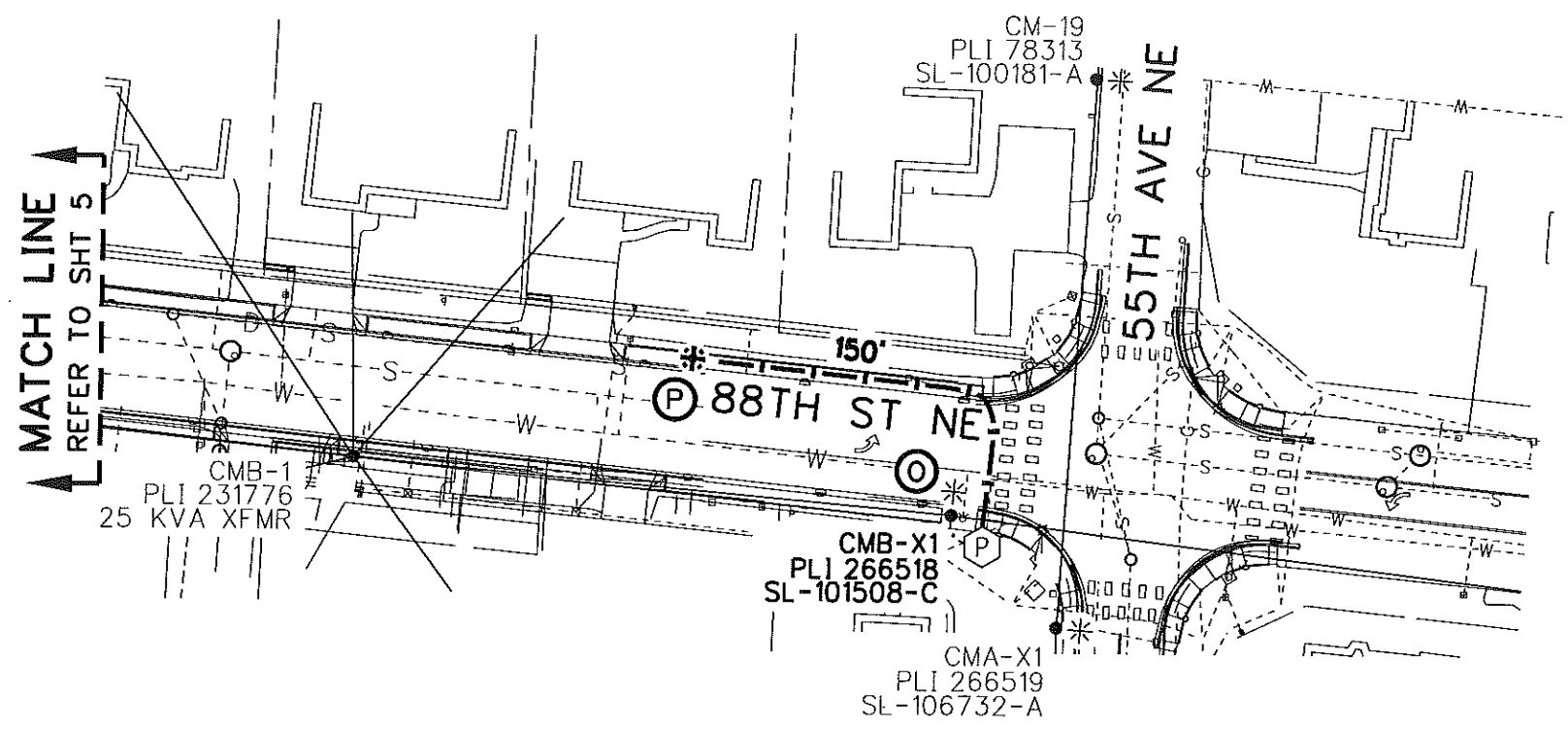


SNOHOMISH COUNTY PUD PUBLIC UTILITY DISTRICT NO 1							
ORDER	OPERATION	SCALE	DFTR	ENGR	APVD/DATE	DATE	SHEET 5 OF 6
100165038	0060	1"=60'		M FLEMING		6/2/26	

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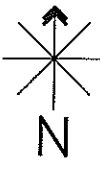
- Ⓞ INSTL 150' OF #8 DPX (C1201) IN CUST INSTALLED 2" CONDUIT FROM PED
INSTALLED ON WO #100165038-0030 TO LOC P.
- Ⓟ INSTL UG FIBERGLASS SL POLE W/ BRKT FACING S, AS STAKED (AS1L902).
SET 5.5' DEEP.
INSTL SIZE 'K' LED (LO219) SL- _____ SIZE K LED.

Preliminary
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- LEGEND:
- EXISTING POLE
 - * EXISTING OH STREETLIGHT
 - Ⓟ EXISTING SEC'D PEDESTAL
 - ⚡ NEW UG STREETLIGHT
 - NEW UG STREETLIGHT CONDUCTOR

LAYOUT
1" = 60'



SNOHOMISH COUNTY PUD PUBLIC UTILITY DISTRICT NO 1							
ORDER	OPERATION	SCALE	DFTR	ENGR	APVD/DATE	DATE	SHEET 6 OF 6
100165038	0060	1"=60'		M FLEMING		6/2/26	



Public Utility District No. 1 of Snohomish County
CUSTOMER SERVICE CONTRACT

1474 REV 10/2015

Date: 8/24/2026

Describe work location and work to be performed:

RE: 4128 88TH ST NE, MARYSVILLE 98270

PUD to install (22) underground streetlight poles, (11) secondary risers with pedestals and (22) brackets and LEDs for streetlighting along 88th St. NE. Customer to install conduit from new pedestal locations to new underground streetlight locations. PUD to install secondary service and make connections.

The total estimated amount is \$187,205.23
Previous payment (Paid 5/29/26 Invoice #1900132808) -\$137,414.89
Remaining Balance: \$49,790.34

CUSTOMER AUTHORIZATION and COMMITMENT: I authorize Public Utility District No. 1 of Snohomish County (the "District") to perform the work described above and agree to pay the estimated amount within 15 days from the date of this contract and prior to the District scheduling any work to be performed. If I elect the Time and Materials option as the basis for the District's charges, I also agree to pay any actual costs of construction that are greater than the Estimated Amount within 30 days from the date of the District's invoice. If I fail to make such payment, the District may assign my debt to a collection agency and a collection agency fee will be added to the amount of the debt assigned, as authorized by Section 19.16.500 of the Revised Code of Washington. If suit is brought, I promise to pay, in addition to the collection agency fee, a reasonable attorney fee and court costs. This contract shall be governed by the laws of the State of Washington with venue of any litigation in Everett, Snohomish County, Washington.

Estimated Amount: \$ 187,205.23 Date Paid: 5/29/26 / Receipt # 1800070051

BILLING INSTRUCTIONS

☒ Time and Materials (actual cost)

Special Billing Instructions for the Time and Materials option: When all job costs have been accumulated, refund or invoice the customer any differential between the actual and estimated costs.

CUSTOMER INFORMATION:

Charge to:

Authorization

CITY OF MARYSVILLE

Name:

Authorization (P. O. Number):

501 DELTA AVE

Address:

Authorized by:

MARYSVILLE, WA 98270

City/State/Zip:

Print Name & Title:

Attention:

Telephone Number:

DISTRICT APPROVALS:

Requested by:

Date:

Approved by:

SERVICE ORDER: 100165038 OPERATION: 0030/0060 CONTRACT NUMBER: 40013871

* Original to General Accounting

* Customer receives copy after District signature and approval



snopud.com

Mail Remittance to: PO Box 1100 Everett, WA 98206
ATTN: Mike Fleming (425) 783-8276 Everett E1

ACCOUNT INFO

4128 88TH ST NE, MARYSVILLE
98270

CITY OF MARYSVILLE

1049 STATE AVE

MARYSVILLE, WA 98270

QUOTE

DATE	EXPIRES
8/27/2026	11/25/2026

QUOTE BALANCE

\$49,790.34

(360) 363-8285

Return this statement with cash or check payment

ACCOUNT INFO

CITY OF MARYSVILLE

(360) 363-8285

SMILLER@MARYSVILLEWA.GOV

CONTRACT #

WORK TYPE

New UG Work

DATE

8/27/2026

EXPIRES

11/25/2026

CONNECT #

50185822

PROPERTY

4128 88TH ST NE, MARYSVILLE 98270

Notes:

INSTL (21) UG FIBERGLASS POLES, (11) SEC'D RISERS AND PEDS AND (21) LEDS FOR
THE 88TH ST NE ROAD IMPROVEMENT PROJECT

DESIGNER INFORMATION

Mike Fleming (425) 783-8276 Everett E1

ORDER #	SALES ORDER	DESCRIPTION	QTY	UNIT COST	TOTAL
100165038		INSTL (11) RISER/PEDS TO FEED NEW UG STREETLIGHTS			
		Crew Labor		70,310.91	
		Materials/Coded Stock		62,560.64	
		Vehicle and Transportation		31,212.11	
		Engineering		4,951.66	
		Admin and General Overhead		18,169.91	
					Total 187,205.23
		PREVIOUS PAYMENT		(137,414.89)	(137,414.89)
					Total 49,790.34
					Balance 49,790.34

If amounts set forth above were paid for the PUD to permanently connect a new single-phase secondary service at the service address(es) indicated, this is also a receipt for all interest in any customer installed secondary service conductor, intended to be maintained by the pud, between the PUD's primary distribution system and the delivery point. Ownership of this conductor is transferred and conveyed to satisfy a condition required by the PUD's Line Extension Regulations for receiving electric utility service.

Providing quality water, power and service at a competitive price

Toll-free in Western Washington at 1-877-783-1000, ext. 8272 FAX (425) 783-8650 www.snopud.com

DATE: September 14, 2026

SUBMITTED BY: Bryan Milligan, Senior Project Manager

PRESENTED BY: Jeff Laycock, Engineering Services Director

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

Amendment No. 2 to the Air Quality VW EV Charging Level 2: Charge Where You Are Agreement Between the State of Washington Department of Ecology And the City of Marysville – Public Works Department

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute Amendment No. 2 to the Grant Agreement AQVWLVL2-2025-MaryPW-00219 with the State of Washington Department of Ecology for the EV Charging Level 2 project.

SUMMARY:

In 2024, Council approved an agreement with Ecology to provide funding for the purchase and installation of four level 2 electric vehicle chargers, for a total eligible cost of \$40,000.00. Earlier this year, to allow for additional time for project design analysis, Council authorized Amendment No. 1 to the grant Agreement No. AQVWLVL2-2025-MaryPW-00219 between the State of Washington Department of Ecology and the City of Marysville extending the grant agreement from June 30, 2026 to June 30, 2027, at no cost to the city. During that time City Staff worked through the design options and have determined the availability, as well as the cost to provide electrical service to the planned location of the charging stations will come at a significant cost. Staff evaluated alternatives, but ultimately determined that the cost, including the grant funds, far outweigh the benefits of the project. Therefore, Staff recommend termination of the grant agreement with the Dept. of Ecology. Staff have worked with the grant administrators to create Amendment No. 2 to complete this process. No funds from the grant were reimbursed to the city.

ATTACHMENTS:

AQVWLVL2-2025-MaryPW-00219 Amendment No. 2, DOE-AQVWLVL2-2025-MaryPW-00219_Contract - Fully Executed



AMENDMENT NO. 2
TO AGREEMENT NO. AQVWLVL2-2025-MaryPW-00219
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT (RECIPIENT) for the Level 2 electric vehicle charging equipment purchase and installation (PROJECT).

The purpose of this amendment is to close out the agreement and deobligate the grant funds. The RECIPIENT has decided to withdraw from the agreement. The RECIPIENT determined that they will not proceed with the project due to the cost of providing electrical service to the planned location of the charging stations. This amendment removes the scope of work and deliverables, and decreases the grant amount by \$40,000.00, from \$40,000.00 to \$0.00.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Eligible Cost:

Original: 40,000.00 Amended: 0.00

Expiration Date:

Original: 06/30/2027 Amended: 09/01/2026

CHANGES TO SCOPE OF WORK

Task Number: 1 Task Cost: \$0.00

Task Title: Purchase and Install Charging Infrastructure

Task Description:

The RECIPIENT has decided to withdraw from this agreement. This task will not be completed, the Task Description, Task Goal Statement, Task Expected Outcomes, and the associated deliverables are deleted from the scope of work.

Task Goal Statement:

n/a

Task Expected Outcome:

n/a

Deliverables

Number	Description	Due Date
1.1	No deliverables are required	

CHANGES TO THE BUDGET

Funding Distribution EG250125

Funding Title: VW EV Level 2 Charging: Charge Where You Are
Funding Type: Grant
Funding Effective Date: 12/23/2024 Funding Expiration Date: 09/01/2026
Funding Source:

Title: General Fund Private-Local Volkswagen Settlement
Fund: FD
Type: State
Funding Source %: 100%
Description: VW Federal Settlement Funds - Private/Local

Approved Indirect Costs Rate: Approved State Indirect: 0 %
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

VW EV Level 2 Charging: Charge Where You Are	Task Total
Purchase and Install Charging Infrastructure	\$ 0.00

Total: \$ 0.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
VW EV Level 2 Charging: Charge Where You Are	0 %	\$ 0.00	\$ 0.00	\$ 0.00
Total		\$ 0.00	\$ 0.00	\$ 0.00

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 09/01/2026.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

CITY OF MARYSVILLE - PUBLIC WORKS
DEPARTMENT

By:

Kathy Taylor

Date

Air Quality Program Manager

By:

Jeff Laycock

Date

Engineering Services Director

Jon Nehring

Mayor, City of Marysville

Date

Template Approved to Form by
Attorney General's Office

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Jeff Laycock

jlaycock@marysvillewa.gov

Engineering Services Director

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Jon Nehring

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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Kathy Taylor

ktay461@ECY.WA.GOV

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

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Editor Delivery Events

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Agent Delivery Events

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Intermediary Delivery Events

Status

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Certified Delivery Events

Status

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Andrew Hougan

ahougan@marysvillewa.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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VW Settlement Team vwsettlements@ECY.WA.GOV Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/14/2026 3:11:03 PM Viewed: 8/14/2026 3:45:59 PM
Marilyn Turnbow matu461@ecy.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps



Agreement No. AQVWLVL2-2025-MaryPW-00219

AIR QUALITY VW EV CHARGING LEVEL 2: CHARGE WHERE YOU ARE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Marysville - Public Works Department, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Level 2 electric vehicle charging equipment purchase and installation
Total Cost:	\$40,000.00
Total Eligible Cost:	\$40,000.00
Ecology Share:	\$40,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	12/23/2024
The Expiration Date of this Agreement is no later than:	06/30/2026
Project Type:	Level 2 electric vehicle charging equipment

Project Short Description:

The City of Marysville would like to purchase and install four (4) level 2 charging plugs that meet the equipment specifications of the grant. The equipment will be installed in an ADA compatible parking area located within city owned public right-of-way and be available for public use 24/7.

Project Long Description:

The identified project area within the City of Marysville (city) is located in a census tract scoring 9 for median income on the Washington Tracking Network's Social Vulnerability Index and a 10 for unaffordable housing. Many residents of the city don't have access to electric vehicle charging at their place of residence. By installing cost effective public options for electric vehicle (EV) charging, city residents would be afforded the ability to own or lease EV vehicles, thereby fueling the effort to reduce emissions from diesel and gas-powered engines. The same area of the city scores 10 for the PM 2.5 concentration. Advancing EV usage will allow for the measurement of this particulate matter to trend

State of Washington Department of Ecology

Agreement No: AQVWLVL2-2025-MaryPW-00219

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Recipient Name: City of Marysville - Public Works Department

downward.

In 2023, the city constructed a new Civic Center and Jail. The area identified for this new EV infrastructure is fronting this Center. This location has access to a city park, playground, spray park, and public restroom, as well as the Civic Center. In addition, numerous restaurants, a supermarket and shopping center are all within a five-minute walk.

The city has used the approved Sourcewell Cooperative Purchasing Contract to get cost and power availability for equipment meeting the specifications of the grant. The city will purchase and install two Level 2 CoRe+ MAX chargers with dual side-by-side CoRe+ MAX on pedestal with CMS. In addition to the purchase of the chargers, the cost also includes 5 years of performance warranty and 5 years of GMS service.

The city has an in house electrician that was able to provide a professional opinion on the preferred site location and the available power options based on the specification sheet for the CoRe+ MAX charger. The selected site has the available power and would require minimal trenching work in an existing landscaped area. Power availability is on the north side of the Civic Center and empty conduits have been installed that lead east along the building and north under the asphalt access to the parking lot. The only ground disturbance would be approximately 30 feet in an existing landscaped area to install a conduit to carry power to the EV parking location as well as the installation of the pedestals for the charging equipment.

Overall Goal:

- Reduce emissions from transportation in communities susceptible to higher levels of environmental health risk factors
- Increase access across the state to level 2 charging at businesses, multi-unit dwellings, government owned properties, and other places where residents of Washington spend at least 1-4 hours

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Agreement No: AQVWLV2-2025-MaryPW-00219

Project Title: Level 2 electric vehicle charging equipment purchase and installation

Recipient Name: City of Marysville - Public Works Department

RECIPIENT INFORMATION

Organization Name: City of Marysville - Public Works Department

Federal Tax ID: 91-6001459

UEI Number: KENDBGSMVPQ7

Mailing Address: 501 Delta Ave
Marysville, WA 98270

Physical Address: 501 Delta Ave
Marysville, Washington 98274

Organization Email: kchennault@marysvillewa.gov

Contacts

Agreement No: AQVWLVL2-2025-MaryPW-00219

Project Title: Level 2 electric vehicle charging equipment purchase and installation

Recipient Name: City of Marysville - Public Works Department

Project Manager	Kari Chennault Grant Coordinator 501 Delta Avenue Marysville, Washington 98270 Email: kchennault@marysvillewa.gov Phone: (360) 363-8074
Billing Contact	Andrew Hougan Financial Analyst 501 Delta Avenue Marysville, Washington 98270 Email: ahougan@marysvillewa.gov Phone: (360) 363-8100
Authorized Signatory	Kari N Chennault Grant Coordinator 501 Delta Avenue Marysville, Washington 98270 Email: kchennault@marysvillewa.gov Phone: (360) 363-8074

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
AQVW
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: AQVW
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Mehjabeen Rahman PO Box 47600 Olympia, Washington 98504-7600 Email: mrah461@ecy.wa.gov Phone: (360) 764-6303
Financial Manager	Rose Bennett Contracts & Grants Specialist PO Box 47600 Olympia, Washington 98504-7600 Email: RBEN461@ecy.wa.gov Phone: (360) 819-3456

State of Washington Department of Ecology

Agreement No: AQVWLVL2-2025-MaryPW-00219

Project Title: Level 2 electric vehicle charging equipment purchase and installation

Recipient Name: City of Marysville - Public Works Department

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Marysville - Public Works Department

DocuSigned by:
By: Kathy Taylor 1/2/2025
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Kathy Taylor Date

AQVW

Program Manager

Template Approved to Form by
Attorney General's Office

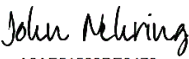
Signed by:
By: Kari N. Chennault 1/2/2025
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Kari N Chennault Date

Grant Coordinator

State of Washington Department of Ecology
Agreement No: AQVWLVL2-2025-MaryPW-00219
Project Title: Level 2 electric vehicle charging equipment purchase and installation
Recipient Name: City of Marysville - Public Works Department

Jon Nehring

DocuSigned by:

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1/2/2025

Mayor, City of Marysville

Date

State of Washington Department of Ecology

Agreement No: AQVWLVL2-2025-MaryPW-00219

Project Title: Level 2 electric vehicle charging equipment purchase and installation

Recipient Name: City of Marysville - Public Works Department

SCOPE OF WORK

Task Number: 1 **Task Cost: \$40,000.00**

Task Title: Purchase and Install Charging Infrastructure

Task Description:

Under this task, the RECIPIENT will purchase and install 4 new level 2 plugs and charging infrastructure to support electric vehicle charging at 501 North Delta, Marysville, WA 98270. This grant will pay for 100% of eligible costs to install the public electric vehicle charging stations, up to a maximum of \$10,000 per plug.

Eligible costs must be directly related to the purchase and installation of the level 2 infrastructure. Administrative costs are not eligible for reimbursement under this grant agreement. See page 14 of the grant guidelines for more information.

The RECIPIENT will submit documentation to ECOLOGY of site ownership. If RECIPIENT does not own the site where the charging infrastructure will be installed, RECIPIENT will submit a site-host agreement certifying that RECIPIENT has permission to install and operate charging stations for a minimum of five (5) years on the site.

EV parking spaces must meet the accessibility requirements of the jurisdiction in which the project is located (see more information about the requirements at www.access-board.gov/files/usab-evse-guide.pdf).

ECOLOGY's grants and cultural resource staff will work with the RECIPIENT to comply with State Cultural Resource Review Requirements under Executive Order 21-02. RECIPIENT will complete and submit a Cultural Resources Review form (provided by ECOLOGY). Please allow at least 60 days for completion of the Cultural Resources Review process.

RECIPIENT will complete and submit any deliverables resulting from the Cultural Resources Review process. The deliverable may be an Inadvertent Discovery Plan, a monitoring plan, or an Archaeological Permit.

RECIPIENT may not begin any activities that cause ground disturbance or have the potential to disturb cultural resources until ECOLOGY has completed the review process and determined the RECIPIENT may proceed.

The RECIPIENT must have a standard procurement process and follow current Washington State procurement laws for the solicitation of bids and the selection of vendors and contractors for the performance of any grant-assisted work. Procurement processes apply to both charging equipment and services for construction and installation. RECIPIENT must provide documentation confirming procurement requirements are followed. Documentation for both equipment and services must include:

- method of vendor notification of bid opportunity
- how many bidders were notified
- evaluation summary of bids received
- award letter or notice of contract award
- awarded contractor name, contract number, date contract was executed

Prior to reimbursement, RECIPIENT must submit via EAGL certification that the charging infrastructure has been installed, activated, and is available for use; photos of the charging infrastructure; invoices confirming full payment has been made for the charging infrastructure; photos of signage or pavement markings demonstrating all parking spaces are reserved for EV charging only; and an Equipment Purchase Report for any item costing more than \$5,000 (submitted via EAGL). Reimbursement is conditional on receipt of any additional information requested by ECOLOGY to clarify or verify the scope of work, project

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Project Title: Level 2 electric vehicle charging equipment purchase and installation

Recipient Name: City of Marysville - Public Works Department

costs, or compliance with state procurement laws.

Within 30 days of the end of each calendar quarter, the RECIPIENT will submit to ECOLOGY a quarterly Purchase Request/Progress Reports (PRPR) in EAGL.

Task Goal Statement:

The goal of this task is to purchase and install charging infrastructure to support light duty electric vehicle charging.

Task Expected Outcome:

Purchase and install level 2 charging infrastructure.

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Project Title: Level 2 electric vehicle charging equipment purchase and installation

Recipient Name: City of Marysville - Public Works Department

Purchase and Install Charging Infrastructure**Deliverables**

Number	Description	Due Date
1.1	If publicly available, RECIPIENT will register the site on the AFDC charger wayfinding app as “Planned” once grant is executed. RECIPIENT will update information with the AFDC once charging stations are activated and ready for public use.	
1.2	RECIPIENT will submit to ECOLOGY the site-host agreement between the RECIPIENT and the site owner to operate the charging infrastructure for a minimum of five (5) years from the date the equipment is operational and open to the public, if the RECIPIENT does not own the site where the charging infrastructure will be installed. This may be submitted with the quarterly PRPR.	
1.3	Prior to any ground disturbances, the RECIPIENT will submit by email a completed Cultural Resources Review Form. Please allow at least 60 days for completion of the Cultural Resources Review process.	
1.4	Prior to any ground disturbances, the RECIPIENT will submit to ECOLOGY any deliverables required by the Cultural Resources Review findings. This may be included in the quarterly PRPR.	
1.5	RECIPIENT will submit documentation of the procurement process used to procure the new charging infrastructure. This may be included in the quarterly PRPR.	
1.6	RECIPIENT will submit documentation of the procurement process used to procure the services for construction and installation. This may be included in the quarterly PRPR.	
1.7	Prior to reimbursement, RECIPIENT will submit photos of charging stations including all operational plugs; onsite signage indicating Electric Vehicle or Plug-in parking only; and anything else deemed necessary, when the charging infrastructure is installed, activated, and available for use. This may be included in the quarterly PRPR.	
1.8	Prior to reimbursement, RECIPIENT will complete and submit an Equipment Purchase Report (EPR) in EAGL for any item costing more than \$5,000.	
1.9	RECIPIENT will complete and submit a Recipient Close-Out Report in EAGL. This must be submitted before ECOLOGY approves the final payment request.	

BUDGET

Funding Distribution EG250125

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: VW EV Level 2 Charging: Charge Where YouFunding Type: Grant

Funding Effective Date: 12/23/2024Funding Expiration Date: 06/30/2026

Funding Source:

Title: General Fund Private-Local Volkswagen Settlement

Fund: FD

Type: State

Funding Source %: 100%

Description: VW Federal Settlement Funds - Private/Local

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

VW EV Level 2 Charging: Charge Where You Are	Task Total
Purchase and Install Charging Infrastructure	\$ 40,000.00

Total: \$ 40,000.00

Agreement No: AQVWLVL2-2025-MaryPW-00219

Project Title: Level 2 electric vehicle charging equipment purchase and installation

Recipient Name: City of Marysville - Public Works Department

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
VW EV Level 2 Charging: Charge Where You Are	0.00 %	\$ 0.00	\$ 40,000.00	\$ 40,000.00
Total		\$ 0.00	\$ 40,000.00	\$ 40,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

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transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in

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the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

State of Washington Department of Ecology

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Recipient Name: City of Marysville - Public Works Department

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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Recipient Name: City of Marysville - Public Works Department

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

State of Washington Department of Ecology

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Project Title: Level 2 electric vehicle charging equipment purchase and installation

Recipient Name: City of Marysville - Public Works Department

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Agenda Bill

AGENDA ITEM NO. 13.

DATE: September 14, 2026

SUBMITTED BY: Pat Gruenhagen, Senior Project Manager

PRESENTED BY: Pat Gruenhagen, Senior Project Manager

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

Supplemental Agreement No. 2 to the Professional Services Agreement with KPFF Consulting Engineers, to provide preliminary design and environmental review for the 156th Street NE Railroad Overcrossing Project

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 2 to the Professional Services Agreement with KPFF Consulting Engineers for preliminary design and environmental review services associated with the 156th Street NE Railroad Overcrossing Project.

SUMMARY:

The 156th Street NE Railroad Overcrossing Project proposes to reinstate the public railroad crossing of the Burlington Northern Santa Fe (BNSF) mainline track at 156th Street NE just west of Interstate 5 in north Marysville. By providing a link to the nearby, future I-5/156th Street NE freeway interchange and the rapidly-growing Cascade Industrial Center, this project will establish a critical east-west connection for north Snohomish County.

The City published a formal Request for Proposals on February 8, 2024 — soliciting professional services from interested and qualified firms to assist with preliminary (30%) design, environmental review, and early permitting for this project. Following this, the City conducted an interview on March 5th, with the lone firm that expressed interest: “KPFF Consulting Engineers” (KPFF). Ultimately, the City’s selection committee concluded that KPFF was in fact qualified and well-suited to provide the design for this project – based upon a standout interview performance as well as the substance of its written proposal. In turn, the City executed a professional services agreement with

KPFF on May 14, 2024, as authorized by Marysville City Council the preceding evening. Good progress has been made on the project since that time — including outreach to and coordination with key stakeholders such as the Tulalip Tribes of Washington, Snohomish County, and Burlington Northern Santa Fe Railway — and work on preliminary design is now nearing completion.

The attached Supplemental Agreement No. 2 provides for a no-cost time extension of the agreement end date to May 1, 2027 — allowing for completion of preliminary design this fall in conjunction with a continuation of NEPA environmental review into the spring.

At present, \$1 Million has been set aside for this initial phase of work – consisting of a \$500k grant through the State’s “Move Ahead Washington” transportation funding program and a \$500k local match. Since the onset of design, the City has been awarded another \$5 Million in Move Ahead Washington funds for the project, in conjunction with \$4.1 million in FHWA earmarked funds. While current estimates suggest an overall cost which may approach \$30 Million, the City is actively exploring other avenues to bridge the funding gap for construction, and optimistic that these efforts will eventually bear fruit.

ATTACHMENTS:

Supp 2_156th Street RR Oxing (003), Original Agreement for Reference



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>2</u>		Organization and Address	
Original Agreement Number R2201-1		KPFF Consulting Engineers 1601 Fifth Ave., Suite 1600 Seattle, WA 98101 Phone: 206.622.5822	
Project Number R-2201	Execution Date 5/14/2024	Completion Date 5/1/2027	
Project Title 156th Street NE Railroad Overcrossing	New Maximum Amount Payable \$950,328.89 (Un-changed)		
Description of Work Supplemental Agreement No. 2 provides for a no-cost time extension through 5/1/2027.			

The Local Agency of City of Marysville
desires to supplement the agreement entered in to with KPFF Consulting Engineers
and executed on 5/14/2024 and identified as Agreement No. R2201-1
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
No change.

II

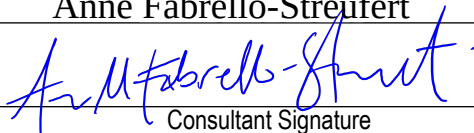
Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: "Completion Date" is revised to 5/1/2027, as noted above.

III

Section V, PAYMENT, shall be amended as follows:
No change.

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

By: Anne Fabrello-Streufert


Consultant Signature

By: Jon Nehring, Mayor

Approving Authority Signature

Date

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

Agreement Number: R2201-1

Firm/Organization Legal Name (do not use dba's): KPF Consulting Engineers		
Address 1601 Fifth Ave., Suite 1600, Seattle, WA 98101	Federal Aid Number N/A	
UBI Number 578063612	Federal TIN or SSN Number 91-0755897	
Execution Date	Completion Date April 1, 2026	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☒ No	
Project Title 156th Street NE Railroad Overcrossing		
Description of Work This agreement creates the framework for KPF Consulting Engineers to assist the City with advancement of preliminary design for project, including alternatives analysis; public outreach; preparation of 30% PS&E documents; environmental review and permitting; and geotechnical exploration. Work completed during this phase will help the City to resolve questions which are key to successful delivery of the project – including identification of design constraints, inventory of sensitive areas considerations, assessment of stakeholder perspectives, and evaluation of property acquisition needs.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: \$950,328.89 Management Reserve Fund: \$0.00 Maximum Amount Payable: \$950,328.89

Index of Exhibits

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

Agreement Number: R2201-1

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

Agreement Number: R2201-1

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

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

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

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

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

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

If to AGENCY:

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

If to CONSULTANT:

Name: Anne Fabrello-Streufert
 Agency: KPFF Consulting Engineers
 Address: 1601 Fifth Avenue, Suite 1600
 City: Seattle State: WA Zip: 98101
 Email: Streufert@kpff.com
 Phone: 206.622.5822
 Facsimile:

IV. Time for Beginning and Completion

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

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

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V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

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XII. Legal Relations

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

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

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

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XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

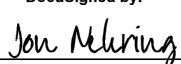
The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

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


Signature

4/26/2024

Date

DocuSigned by:

A8AE51528DE9478...
Signature

5/14/2024

Date

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

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Exhibit A Scope of Work

Project No. R2201

See pages that follow.

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04/24/2024
Exhibit A-1

Project R-2201, 156th Street NE Railroad Overcrossing

PROJECT DESCRIPTION / OBJECTIVES

The 156th Street NE Railroad Overcrossing Project proposes to reinstate the public railroad crossing of the Burlington Northern Santa Fe (BNSF) mainline track at 156th Street NE just west of Interstate 5 in the City of Marysville (City). By providing a link to the nearby, future I-5/156th Street NE freeway interchange and the rapidly-growing Cascade Industrial Center, this project will establish a critical east-west connection for north Snohomish County (County). The east portion of the project will be constructed within the City limits, while the west portion of the project will be constructed in unincorporated Snohomish County. This initial preliminary design phase is being funded in part by a "Move Ahead Washington" grant as well as matching funds from the City.

The primary goal of this project is to construct a new structure that will carry 156th Street NE over the top of the railroad right-of-way. There are several utilities that will be impacted by the project, in addition to two streams that have documented salmonoids within the project area. The work to be performed by the Consultant consists of the design, preparation of the plans, specifications, and an engineer's estimate of costs (PS&E) necessary to complete the project, in addition to technical support during project advertising and construction. Environmental/Permitting documentation and right-of-way acquisition and certification will also be provided.

Work to be completed under this agreement, as described herein, will initially consist of that summarized in "Phase 1" below. Phases 2 and 3 may be incorporated via supplement at a later date, contingent upon funding availability and at the discretion of the City.

- Phase 1 will include completion of an alternatives analysis to determine the preferred roadway section and crossing structure type, size, and location (TS&L). Property impacts outside of the existing City/Snohomish County right-of-way will be identified, in addition to federal permitting/environmental documentation/review that will be required to construct the project. Preliminary plans (approx. 30% level of design) and cost estimates will be submitted.
- Phase 2 will include final design, documentation, environmental/permitting and right-of-way acquisition necessary for public bidding and construction of the project.
- Phase 3 will include technical support services during bidding and construction of the project.

ANTICIPATED SCHEDULE

- | | |
|--|--------------|
| • Notice to proceed (NTP) for the design | May 14, 2024 |
| • Access to BNSF Property for Survey | July 2024 |
| • Design Workshop with City and other Primary Stakeholders | Oct 2024 |
| • Preferred Road/Bridge Identified | Nov 2024 |
| • Preferred Stormwater Solutions and Utility Designs/Relocations Identified | Dec 2024 |
| • Preliminary Coordination with Permitting Agencies, BNSF, Adjacent Property Owners and Utility Owners | Jan 2025 |
| • 30% Plans and Cost Estimate, in addition to ROW needs and utility conflicts. | March 2025 |
| • Environmental/Permit Applications Submitted. | June 2025 |

Phase 1 is anticipated to be 13 months in duration. This schedule is estimated and will be updated as project proceeds.

PROJECT TEAM

The project team includes:

Owner	City of Marysville (City)
Prime Consultant	KPFF Consulting Engineers (KPFF)
Surveying	KPFF
Geotechnical Engineering	GeoEngineers
Civil Engineering	KPFF and Reichhardt & Ebe (R&E)
Structural Engineering	KPFF
Right-of-Way	RES Group NW (RESGNW)
Permitting/Environmental	Widener & Associates. (Widener)
Cultural Resources	Equinox Research & Consulting International Inc. (ERCI)

GLOBAL PROJECT ASSUMPTIONS:

- City of Marysville Public Works will perform the following tasks:
 - Coordinate construction access with property owners.
 - Obtain permission to access private property adjacent to 156th Street NE, as necessary for survey, geotechnical, biological, cultural resources and other design field work.
 - Coordinate the design of improvements with WSDOT, property owners, and other stakeholders, except as specifically outlined in this scope of work.
 - Coordinate all comments and input from other departments within the City and with permitting agencies, except as specifically outlined in this scope of work.
 - Coordinate directly with Tulalip Tribes, BNSF and Snohomish County staff in addition to affected utilities, except as specifically outlined in this scope of work.
 - Obtain property title reports for parcels 31052900303200, 31053200101100, 31052900401300, 31052900300600, 31052900300400, and 31053200200100.
 - Obtain any easement records in the vicinity of the project.

- Provide current City General Special Provisions
 - Provide historic bid tabulations from other recent City projects.
 - Provide projected traffic count.
- No hazardous, dangerous, or contaminated soil/groundwater will be encountered on or within the project limits. Should any of these materials be encountered, any work required to address the situation will be extra work.
 - This design scope/fee does not include final design/PS&E preparation, right of way acquisition, construction management or technical construction support services. The preparation of environmental/permitting documents not specifically included in this scope are also not included. At the City's discretion, this contract may be amended to include additional services.
 - No work shall be performed until notice-to-proceed is issued by the City of Marysville.
 - The budget may be moved from one task to another at the discretion of KPFF by notifying the City of the change, as long as the overall budget is not exceeded.
 - There is at present no Federal nexus for this project. However, it is understood that design, environmental review, and permitting will be advanced in a manner that preserves the City's positioning for pursuit of future Federal funding.

SCOPE OF WORK

TASK NO. 1.0 – PROJECT MANAGEMENT

KPFF will provide project management services, as specifically noted below. These services are expected to include the following tasks:

1.0 - Project Work Plan

KPFF shall provide a work plan to the design team and the City outlining the project objectives, organization of the team, lines of communication, and deliverables. KPFF will also create a share site to share project information with the City.

1.1 – Preparation of Contract Documents, Invoices, and Progress Reports

A monthly invoice and progress report will be prepared and submitted to the City. The progress report will describe the work represented by the invoice and include percentage of completion and billings to date. Prior to first billing, the City will review and approve invoicing format and content.

1.2 – Coordination with Sub-consultants

KPFF will create sub-consultant contracts for R&E, GeoEngineers, Widener, RESGNW, and ERCI. KPFF will be the main point of contact for the multidiscipline team.

KPFF will distribute create biweekly or monthly Project Updates via email, to keep the design team updated on on-going and upcoming tasks, coordination needs, upcoming submittal deliverables, etc. The City will be copied (cc) on the update emails.

1.3 – Coordination with City and WSDOT Local Programs Staff

KPFF will coordinate with the City to discuss project issues, schedule, progress, review comment resolution and general coordination of effort, as needed. KPFF PM will attend biweekly meetings with the City's PM to check in on project status and to coordinate, as needed to keep the project moving forward.

KPFF will coordinate, as needed, with Washington State Department of Transportation (WSDOT) Local Programs (LP) Staff to ensure that all design and documentation is being prepared in conformance with the project requirements.

1.4 – Estimated Project Schedule

A project schedule will be created in Microsoft Project identifying submittal dates, City review periods, and critical path decisions for the design phase of the project. Snohomish County, Railroad and Tulalip Tribes review timeline estimates will be included. The schedule will also include the primary tasks, durations and critical path tasks through the duration of project construction. The initial schedule covering the preliminary design phase of work will be prepared and submitted within 15 business days of Phase 1 NTP. The tasks attributable to final design, permitting and construction phase work will be added to the schedule at the 30% design submittal. Updates will be submitted during each PS&E submittal.

1.5 – Team Project Meetings

The project team will meet internally and with the City to discuss project-related issues/topics. The City will be invited to the consultant team meetings. KPFF will provide an agenda to the project team. Six team meetings/workshops are anticipated (hours for KPFF PM/Structural/Civil and R&E Civil are included in this task and hours for technical disciplines are included under their specific tasks below).

1. Kick off Meeting with City – in Marysville, City Office (KPFF PM/Survey/Structural/Civil, GeoEngineers, R&E, Widener, RESGNW and ERCI)
2. Two Preliminary Design Progress Meetings – via MS Teams (KPFF PM/Structural/Civil, GeoEngineers, R&E, Widener)
3. Alternatives Workshop - in Marysville, City Office (KPFF PM/Structural/Civil, GeoEngineers, R&E, RESGNW, Widener)
4. City Comment Review Meeting – via MS Teams (KPFF PM/Structural/Civil, GeoEngineers, R&E)
5. BNSF Site Meeting – at project site (KPFF PM/Structural, R&E Lead)
6. Environmental Review Meeting with WSDOT, WDFW, COE – at project site (KPFF PM, Widener)

Other meetings are anticipated internal to the design team. These meetings will occur virtually (Teams or similar).

- KPFF PM (up to 8)
- Structural Lead (up to 4)
- KPFF Civil Lead (up to 4)
- R&E Civil Lead (up to 4)

1.6 - Meetings With Project Stakeholders

Several Stakeholders will be impacted by this project including Snohomish County, The Tulalip Tribes, adjacent property owners, and utility companies. 40 hours have been allotted to coordinate with and attend meetings with these stakeholders to respond to any questions and comments they have. BNSF Coordination is included in Task 8.0.

KPFF will support the City with public outreach by attending up to 1 public meeting (graphics will be limited to the 30% PS&E plans) and preparing one rendering of the project alternatives. See Task 5.7 for rendering efforts.

1.7 – PS&E Submittal and Contract Package Compilation

KPFF will collect submittal documents from the rest of design team and the City and will compile it into a single set of documents for each submittal (e.g. a single set of combined plans, specs, estimated quantities/costs, etc.). All deliverables will be PDFs, unless noted otherwise. A project Sharepoint site will be created and submittal documents will be posted on the site.

KPFF will coordinate with the City to develop a project title block and CAD standards that will be distributed to and used for all plan sheets.

The full Contract Package (including Bid Documents, Contract Documents, Amendments, Special Provisions and Appendices) will be created as part of Phase 2 of the project.

1.8 – Risk Register

KPFF will collaborate with the City to prepare a preliminary risk register for the project. For each identified risk, the risk register will contain:

- A description of the risk
- The impact should this event actually occur
- The probability of its occurrence
- A summary of the mitigation (the actions taken in advance to reduce the probability and/or impact of the event)

The initial register will be submitted with the project Work Plan and will be updated with the Bridge TS&L and again with the 30% plans.

1.9 - Project and Document QA/QC

KPFF will provide a project-wide QA/QC review for the project technical design and for preparation of the documents/deliverables submitted to the City and/or agencies. This review will include, but not be limited to, technical, constructability, contractibility and risk.

Project Management Deliverables

- Project Work Plan
- Project Sharepoint Site (on-line)
- Monthly Invoices, including subconsultant invoices, a progress report outlining completed and upcoming tasks, scope progress and actual versus anticipated submittal dates. Assume 13 months
- Copies of subconsultant contract agreements can be provided, if requested.
- Project Schedule and updates
- Biweekly or Monthly Project Updates via email (on-going and upcoming tasks, coordination needs, upcoming submittal deliverables, etc.)
- Meeting Agendas and Notes
- Risk Register
- Completed KPFF QA/QC form can be provided, if requested

TASK NO. 2.0 – SURVEYING

KPFF will provide topographic surveying and right-of-way/parcel mapping as needed for the project. This work is expected to include the following:

2.1 – Field Control Survey Conventional and GPS

Provide control survey to establish Washington State Plane Coordinates, North Zone 4601 NAD 83/11 and vertical datum on NAVD 88

2.2 – Utility Locates and Coordination

Underground utilities will be shown based on best available information and utility locates. Pipe sizes and types will be shown only where record information is available, or where access for measurement is available, such as sanitary sewer and storm structures.

2.3 – Topographic and UAV Survey

Perform boundary and right of way basemap depicting existing right of way and property boundaries along the project corridor to include the following using a combination of UAV LiDAR data and conventional ground survey.

- 156th Street NE from 100 feet west of 23rd Avenue NE easterly to 100 feet east of the westerly intersection with Twin Lakes Avenue extending 250 feet northerly and southerly from the 156th Street centerline.
- Railroad corridor 1000 feet north and south from the intersection with 156th Street NE.
- Critical Area Flags (to be located prior to survey field work).
- Tree locations, species, and the diameters larger than 4-inches dbh.

2.4 – Prepare CAD Basemap

Prepare AutoCAD basemap depicting topographic survey and boundary basemap from conventional and UAV based LiDAR collected of the site.

2.5 – Exhibits and Descriptions for up to 10 Takes

Prepare legal descriptions for temporary easements and right of way takes for up to 5 Parcels for a total of ten (10) exhibits and descriptions.

Assumptions

- City will provide Right of Entry from identified property owners, as needed to collect survey.
- Title reports for adjacent properties will be provided by the City.
- KPFF will apply for and obtain all BNSF permits and training necessary for gaining temporary access to BNSF ROW for surveying. See Task 8 “BNSF Coordination” for further details.
- Potholing utilities is not part of this scope. Should potholing be necessary to complete design, KPFF can provide a fee proposal for coordinating and locating utility potholes. Potholing for the shoring design will be coordinated by others.

Deliverables

- Deliverables will be an AutoCAD basemap of the topographic survey, rights of way, and boundaries, as well as a Civil 3D surface file, and exhibits and descriptions to accompany easements and right of way dedication documents.

TASK NO. 3.0 – GEOTECHNICAL ENGINEERING

GeoEngineers will provide geotechnical engineering services as needed for the project to support Phase 1 design to an approximate 30% design level. This work is expected to include:

3.1 – Geotechnical Meetings and Task Management

1. Attend team meetings as noted in Task 1.5.
2. Provide geotechnical task management and monthly invoicing.

3.2 – Geotechnical Field Explorations

1. Review available geologic references and reports for the subject property and surrounding area available online, from City provided information, and our in-house files.
2. Coordinate clearance and location of existing underground utilities in the project area. We will contact the Washington Utilities Coordinating Council “One Call” service prior to beginning explorations.
3. Perform approximately two CPTs, each to 120 feet depth (one near each proposed bridge abutment). One of the CPTs will include seismic shear wave velocity soundings.
4. Perform approximately six exploratory borings using mud rotary and/or hollow-stem auger drilling techniques. Two borings will be advanced to 60 feet depth, and the other four will be advanced between 10 and 20 feet depth. Two of the borings will be constructed with a groundwater monitoring well. Pressure transducer data loggers will be installed in the wells to record groundwater levels.
5. Complete two pilot infiltration tests (PITs) one near each end of the planned approach embankment and two supplemental test pits to evaluate near-surface

conditions. The PIT locations will be coordinated with the project team and will ideally be within the footprint of proposed stormwater facilities.

6. Perform laboratory analysis of select soil samples. Laboratory analyses for engineering properties may include moisture content determination, fines content determination, grain-size distribution analysis, and Atterberg Limits. Laboratory testing for stormwater facilities will also include cation exchange capacity (CEC) and organic content tests on representative samples.

3.3 – Preliminary Geotechnical Engineering Analysis and Report Preparation

1. Provide preliminary recommendations for the design and construction of bridge foundations based on AASHTO LRFD Bridge Design Specifications and WSDOT Bridge Design Manual, including seismic design parameters, drilled shaft or pile axial resistances, LPILE parameters for the analysis of lateral loading, and lateral and axial reduction factors for group effects, as appropriate.
2. Perform analysis and provide recommendations, as appropriate, of the interaction between the bridge foundations and the embankments.
3. Provide preliminary recommendations for the design of geosynthetic retaining walls based on WSDOT Standard Plans, including allowable soil bearing pressures, global stability analyses and settlement.
4. If necessary, provide preliminary recommendations for the design of ground improvement for the support of geosynthetic retaining wall embankments.
5. Provide recommendations for the design of sloped embankments based on the February 2022 WSDOT Geotechnical Design Manual (WSDOT GDM), as appropriate.
6. Provide recommendations for the design of monolithic cast-in-place retaining walls.
7. Develop preliminary recommendations for evaluation of stormwater management concepts based on available information and design concepts. Provide summary of observed groundwater fluctuation, characteristic infiltration rates based on grain-size correlations and PITs, conceptual-level evaluation of potential groundwater mounding based on reference concepts.
8. Develop preliminary geotechnical recommendations for signal and luminaire poles and sign structure foundations. Design recommendations will be based on WSDOT GDM and WSDOT Standard Plans, where applicable.
9. Develop geotechnical recommendations for asphalt concrete (AC) pavement design sections.

Assumptions

- Right of Way (ROW) permits and/or Right of Entry (ROE) agreements will be acquired by the City.
- No traffic control will be needed for site explorations. It is assumed that “Road Closure” barricade signs will be sufficient.
- Scope does not include groundwater mounding analysis during Phase 1.
- Scope does not include site-specific seismic response analysis during Phase 1.

Deliverables

- Draft Preliminary (30% Design) Geotechnical Report
- Final Preliminary (30% Design) Geotechnical Report
- Preliminary Geotechnical Reports will include exploration site plan, summary exploration logs and data, and applicable engineering figures.

TASK NO. 4.0 – CIVIL ENGINEERING

R&E and KPFF will provide Civil Engineering services as needed for the project. This work is expected to include:

Civil design and documentation will conform to the latest edition and amendments (as of the date this Agreement is signed) to the following documents:

WSDOT Publications:

1. Standard Specifications for Road, Bridge, and Municipal Construction
2. Standard Plans for Road, Bridge, and Municipal Construction
3. Local Agency Guidelines
4. Design Manual
5. Highway Runoff Manual
6. Hydraulics Manual
7. Construction Manual
8. Traffic Manual
9. General Special Provisions to the Standard Specifications

AASHTO Publications:

1. A Policy on Geometric Design of Highways and Streets
2. American Association of State Highway Official policy applicable where said policy is not in conflict with the standards of WSDOT

ECY Publications:

1. Stormwater Management Manual for Western Washington
2. Criteria for Sewage Works Design (Orange Book)

The analyses, design, plans, and estimates performed or prepared as part of the project will be in English units.

4.1 – NOT USED**4.2 – Design Criteria (KPFF Lead)**

Prepare the design criteria elements and document. Potential design criteria elements include, but are not limited to:

- Planning documentation review
- Road classification
- Posted and Design Speed for roadway.
- Horizontal geometry constraints (including minimum radii for curves)
- Minimum lighting requirements
- Design Standards (e.g. City of Marysville, WSDOT Design Manual, AASHTO, NACTO)
- Maximum allowable vertical grades and rates of curvature for both bridge structure and access ramps
- Emergency access requirements
- ADA requirements

- Road classification configuration for pedestrian/bike or multimodal facility requirements
- Protection elements for bicyclists.
- Access limitations to adjacent parcels
- Jurisdictional standards and requirements for landscape and aesthetic treatments
- Define roadside safety barrier device and associated shoulder widths.

4.3 - Roadway Modeling (KPFF)

Develop and model proposed roadway. Design elements include, but are not limited to the following:

- Develop horizontal alignment alternatives (4), integrating avoidance to potential adjacent utility relocation alignments, wetland avoidance, fill impacts to adjacent parcels, and storm drainage treatment options.
- Develop vertical alignment alternatives (2), integrating evaluation to match to current road profile or future raised road profile and then to existing profile.
- Model proposed roadway section and create finish grade terrain model for use by Consultant team.

4.4 - Retaining Wall Evaluation (KPFF)

Generate earthwork embankment boundary for all alignments. Design elements include, but are not limited to the following:

- Generate earthwork boundary for minimal retaining wall configuration.
- Evaluate impacts to adjacent parcels and develop proposed retaining wall layouts that minimize impacts to sensitive areas and adjacent parcels.
- Evaluate cost of wall and compare to land acquisition costs to determine magnitude of wall program.
- Incorporate revisions to road section and shoulders for stormwater treatment requirements.
- Generate preferred alternative earthwork boundary.
- Generate wall alignments and neat line profiles.

4.5 - ROW Impacts (KPFF)

Produce overall parcel Right-of-Way plans from survey data, create ownership tables and parcel areas, takes, remainders and temporary construction easement areas and locate proposed right-of-way boundaries on plan. Design elements include, but are not limited to the following:

- Review title reports and tax parcel ownership records.
- Prepare right-of-Way plans at 50 scale per WSDOT ROW Plan guidelines.
- Generate parcel ownership ties if applicable.
- Show ROW acquisition needs for project and locate on Plan.
- Update ownership parcel data block for total parcel size, area of acquisition and residual.
- Identify Temporary Construction Easement needs with team and locate the limits of that temporary easement on the plans.
- Review and modify as requested by RESGNW.

4.6 – Storm Drainage (R&E):

4.6.1 – Evaluate Existing Conveyance System

R&E will conduct a site visit to become familiar with the project site and coordinate with the City to gather additional existing drainage data. R&E will evaluate the existing drainage system to determine the existing drainage course and available capacity of the existing system. The evaluation will be made based on existing as-builts and the existing drainage reports.

4.6.2 – Review Existing Information

R&E will evaluate available as-built drawings, City Stormwater Comp Plans, Snohomish County Stormwater Comp Plans, and developer drainage reports, for the project area. R&E will use this information to evaluate possible drainage detention and treatment options.

4.6.3 – Preliminary Alternative Evaluation

R&E will develop a listing of storm drainage management alternatives incorporating various combinations of collection and treatment. R&E will develop the design criteria using City, Snohomish County, and ECY standards. R&E will meet with the City to review the alternatives and select a preferred alternative. R&E will prepare a preliminary estimate for the preferred alternative. R&E will incorporate the selected alternative into subsequent phases.

4.6.4 – Technical Memorandum

R&E will submit a drainage technical memorandum to the City for their review and comments and will incorporate or address the City's comments and resubmit the drainage technical memorandum for final approval.

Deliverables

- Draft and final drainage technical memorandum
- Storm Facility Preliminary Estimate

4.7 – Utilities (R&E)

R&E will evaluate available as-built drawings, recorded surveys, and franchise utility documents for the project area. R&E will prepare the design to avoid known utility conflicts if practical. R&E shall identify utilities that will be affected by the improvements and coordinate utility potholing if required during Phase 2. R&E will use the subsequent pothole information and determine if the design can be modified to eliminate the conflict or whether the utility must be relocated. The City will notify the utilities if relocations are required. Utility companies will be asked to commit to a time schedule for relocation and/or new facility installation to avoid conflicts with the project contractor's construction schedule.

Assumptions

- Sanitary sewer and watermain upgrades will be in accordance with the City Sanitary Sewer Comp Plan and the Water Comp Plan. It is assumed that the Sanitary Sewer and Water Comp Plan have already sized the required mains.
- Stormwater generated from this project will require treatment and detention. Stormwater from adjacent properties outside of City right-of-way will be managed and maintained by private property owners outside of the City right-of-way following ECY guidelines and will not be included in this scope of work. Stormwater facilities will only be designed for stormwater generated from the proposed improvements within the City right of way (ROW). A bypass system to convey the adjacent properties stormwater to an existing outfall may be required and will be designed, if required, in subsequent phases.
- The City will provide a list of utilities and other agencies having jurisdiction in the project area. R&E will coordinate and obtain as-built/record drawings from the utility companies and other jurisdictional agencies having jurisdiction in the project area.
- The City will provide available as-built/record drawings for City owned utilities and franchises for the various utilities within City ROW.

4.8 – 30% Plans & Estimate (KPFF and R&E)

4.8.1 – Plans

30% plans will be prepared in accordance with City standards. Civil plans are anticipated to include:

KPFF:

- Rail track vertical and horizontal alignment 1,000 feet north and south from the intersection with 156th Street NE, including existing utilities (existing utilities to be provided by R&E).
- Existing Site Plans
- TESC Plans
- Roadway plans
- Typical roadway sections
- Draft wall alignments and profiles
- Draft ROW Plans

R&E:

- Standard legend and symbols
- Preliminary water storm drain and treatment facility layout (which will include prelim roadway layout provided by KPFF)
- Preliminary water main and sanitary sewer main layout (which will include prelim roadway layout provided by KPFF)

4.8.2 – Estimated Construction Costs

Estimate construction work items per WSDOT Std Item table and generate a cost estimate for that work. Elements include, but are not limited to the following:

- Calculate and document quantities of construction items. Items will follow the WSDOT Std Item table except where City of Marysville General Special Provisions revise those items.
- Generate cross sections for earthwork estimate documentation.
- Prepare unit item cost estimate tabulation for the construction items using unit price history from WSDOT and local project bid tabulations provided by City of Marysville.
- Evaluate contingency and yearly escalation for anticipated year of bid.

Civil Assumptions

- The City and WSDOT standard plans and details (if applicable) will be included by reference and copies of the plans will be included in the Bid Contract Documents.
- Pavement design alternative configurations will be provided within another task within this Contract.

TASK NO. 5.0 – STRUCTURAL ENGINEERING

KPFF will provide structural engineering services, as required for the project. Structural project elements are anticipated to include a railroad crossing bridge structure, a second water crossing to replace an existing culvert west of the railroad and retaining walls at the bridge approach roadway. Unless noted otherwise, all descriptions in Task 5 refer to the railroad crossing bridge. The preferred alternative for the second water crossing structure is assumed to be a fish-passable structure; a precast concrete 3- or 4-sided box structure (less than 25-ft clear span).

This work is anticipated to include both a Type, Size and Location (TS&L) Study and Preliminary (30%) Design. Structural design and PS&E document preparation will be in accordance with the WSDOT Bridge Design Manual, the AASHTO LRFD Bridge Design Specifications, City and Snohomish County Design Standards, and the Washington State Standard Specifications and General Special Provisions. Current editions of all manuals at the time of notice-to-proceed will be used for design.

Anticipated tasks include:

5.1 - Basis of Design

KPFF shall prepare the basis of design based on contributions from the design team and City. The basis of design shall include the following items at a minimum:

- Identification of specifications and design codes
- Railroad parameters (temporary and permanent clearance geometry, etc.)
- Other project parameters (e.g. clearance for fish passage/drainage areas)
- Bridge and geotechnical design parameters
- Identify site constraints
- Identify construction phasing

The civil design criteria will be combined with the structural design criteria and submitted to the City as a single document.

Deliverables

- Draft Basis of Design Document
- Final Basis of Design Document w/ responses to review comments

5.2 - Develop Bridge Concepts

KPFF shall perform the structural engineering work in support of the TS&L memo.

KPFF will develop bridge and wall concepts to support the design progression. Alternatives will be refined based on fatal flaws, risks, City input and project criteria. After initial screening, KPFF will prepare concept-level design for up to 3 alternatives for inclusion in the TS&L Study. Concept level structural analysis shall establish member types and depths, wall types and limits, types of foundations, and depths of foundations. The criteria, constraints and procedures used in determining the structural alternatives shall be summarized in the TS&L Study.

Assumptions

- Alternatives considered may include single-span precast concrete girders, single span steel girders and/or 2-span precast concrete girders.

5.3 - Bridge and Wall Costs for Alternatives

KPFF will develop structural quantities/costs for the selected TS&L alternatives.

Deliverables

- Concept level construction quantities/costs.

5.4 - Bridge and Wall Drawings for Alternatives

The following bridge plans will be developed for each alternative included in the TS&L Study:

- Plan, elevation, and typical section for each alternative
- Wall and foundation limits

Deliverables

- Draft Alternative Drawings with TS&L Study (pdf)
- Final Alternative Drawings with TS&L Study (pdf)

5.5 – Alternatives Workshop

The different bridge alternatives, combined with roadway alignment alternatives, and associated plans, costs and a list of pros/cons for each alternative will be presented to the City. KPFF will facilitate the workshop to aid in evaluating the different alternatives, with the goal of either choosing a preferred alternative during the workshop or providing the City the information needed to choose a preferred alternative.

5.6 - Bridge Type, Size and Location Memo

The TS&L memo shall describe the project, the preferred alternative and give reasons why the preferred bridge type, size and location were selected. KPFF shall produce the memo based on input received from the design team.

The information will be distilled into a technical memo which will generally follow the format listed below:

- Executive Summary
- Project Description
- Design Criteria
- Previous Studies
- Project Alternatives Considered (Screening)
- Alternatives Evaluation
- Cost Estimates (PE, ROW, Construction)
- Preferred Alternative Recommendation
- Appendices
 - Conceptual Plans
 - Detailed Cost Estimates
 - Technical Memorandums
 - Backup Data

Assumptions:

- The City will distribute the Draft TS&L report for review and comment by City staff and project stakeholders.
- All comments received on the Draft TS&L report will be compiled into one document prior to sending to KPFF for review and response.

Deliverables:

- Draft TS&L Memo (electronic copy)
- Comment responses to Draft TS&L Memo (electronic copy)
- Final TS&L Memo (electronic copy)

5.7 - Project Renderings

KPFF will develop concept renderings of up to 2 project alternatives. An isometric view (or elevation) along with a plan view depicting the bridge/roadway alignment will be submitted and used for presentation/meetings with the City.

Deliverables

- Draft Graphics (pdf or jpeg)
- Final Graphics (pdf or jpeg)

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5.8 - 30% Plans and Estimated Construction Costs

While the preferred structure alternative is unknown at this time, for the purposes of scoping and estimating efforts, it is assumed that the selected alternative will be a single span precast concrete bridge.

The structural engineering team will advance the preferred alternative to a preliminary 30% design level. Structure sizing and layout will be coordinated with the civil engineers to finalize the structure's geometry. Initial structure weights will be coordinated with the geotechnical engineer to develop preliminary foundation sizing. Preliminary structural designs will be performed to establish structure depths and verify railroad and fish passage/drainage waterway clearances. The provided structural designs will also include selection of design elements that will streamline the construction schedule, keep construction and life/cycle costs low, and minimize future maintenance for the City.

Deliverables

- 30% Design Plans (11x17 PDF)
 - Cover Sheet and Vicinity Map
 - Railroad Crossing:
 - Plan and Elevation
 - Typical Section
 - Foundation Plan
 - Abutment Plan and Elevation
 - Second (west) water crossing
 - Plan, elevation and typical section
 - Retaining Wall Sections, if applicable
- 30% Level Estimated Structural Quantities and Associated Costs (PDF)

5.9 – Permitting Support

KPFF Structural Engineers will be available for responding to questions and information requests from the environmental/permitting team members, as needed. Up to 16 hours of time is allotted for this task.

Structural Assumptions

- The preferred alternative will be selected at the end of the alternatives workshop phase without further structural coordination.
- Estimates of structural quantities and associated costs will be presented in WSDOT/APWA unit bid item format.
- This scope and level of effort assumes that the railroad structure will consist of a single-span bridge. If, during alternatives analysis, it is determined that a multi-span bridge is preferred, additional efforts may be required.
- 30% design plans will be utilized for permit applications and Stakeholder Coordination.

TASK NO. 6.0 – PROPERTY ACQUISITION

RESGNW will support the preliminary design by providing input necessary to acquire required property in future phases. Anticipated tasks include:

1. Attend Kickoff meeting and Preliminary Design Workshop.
2. Review Title Reports – Review up to (5) property titles. Identify any problematic encumbrances and/or other title issues and propose solutions.
3. Identify right-of-way impacts – Develop a list of pros and cons for the ROW impacts by each proposed alternative.
4. Determine preliminary ROW costs – Prepare cost estimate for any permanent easements, ROW takes, and temporary construction easements required for each alternative.

Assumptions

- City will obtain title reports.

Deliverables

- Title memos
- Preliminary right-of-way cost
- List of pros and cons for each alternative

TASK NO.7.0 – ENVIRONMENTAL DOCUMENTATION / PERMITTING

Widener will provide preliminary permitting and environmental documentation and coordination required for the project. Anticipated tasks include:

7.1 – Design Assistance and Early Agency Coordination

Early input into the formation of project alternatives will be provided to ensure each alternative includes provisions to minimize impacts to the surrounding environment. This coordination within the various design elements of the project will identify and incorporate minimization measures early in the alternative development phase of the project and will ensure that an appropriate range of alternatives are developed prior to the agency coordination.

Widener and Associates, working with KPFF, will assist the City in presenting the alternatives to both the state and federal permitting agencies to identify the regulatory issues associated with each alternative. Potential minimization measures for each alternative will also be identified during the coordination with agency representatives. All permitting issues and the recommended permitting process for the preferred alternative will be documented in the project TS&L report.

It is assumed that this effort will be accomplished by the graphics and design drawings required to complete the TS&L and to conduct the open houses and that no other special presentation materials are required.

Deliverable(s):

- The Consultant's permitting specialist will prepare meeting minutes and memoranda documenting the coordination activities with state and federal agencies, as required.

7.2 – Section 106 APE (Cultural and Historic Resources)

This work will be completed by another consultant under Task 8 (below).

7.3 – Noise Study

The purpose of the Traffic Noise Report is to evaluate traffic noise levels at sensitive receptors near the project that would be potentially affected by traffic noise and to identify potential mitigation measures. The Traffic Noise Report will be developed in accordance with the Washington State Department of Transportation's Environmental Procedures Manual.

1. Sound Level Measurements:
After review of the proposed project alternatives the Consultant shall visit the project area to identify potentially sensitive noise receivers and to take measurements of existing sound levels. The Consultant will measure existing noise levels during the peak hours to be used in calibrating the noise model. Measurements will be undertaken in accordance with WSDOT and FHWA guidelines and will be made with a Type 1 sound level meter. During these measurements, sources of existing noise and topographical features will be noted and traffic speeds and vehicle numbers and mix will be noted.
2. Construction Noise Impact Evaluation:
The noise analysis will evaluate potential short-term impacts of noise from construction activities. Construction noise on nearby sensitive receptors will be evaluated based on estimates published by the U.S. Environmental Protection Agency (EPA) of maximum noise levels of typical construction equipment in conjunction with simple distance attenuation. Computer modeling of construction noise levels will not be performed.
3. Traffic Noise Impact Evaluation:
The Consultant will evaluate traffic noise impacts using the FHWA Traffic Noise Model (TNM) to estimate future traffic noise levels for the worst-case build alternative. The worst-case scenario will be selected from among the build alternatives, and will be chosen based on expected future traffic volumes and the location of the alignment relative to sensitive receivers. The noise modeling will predict PM peak-hour Leq noise levels from traffic at a maximum of fifteen (15) receptor locations that could be affected by the proposed project and will consider existing conditions and design year conditions. Modeling to calculate noise contour lines is not included.
4. Mitigation Analysis:
The Consultant will identify mitigation measures to reduce noise levels during construction. If predicted long-term traffic noise levels from operation of the project would cause noise impacts, mitigation measures will be developed in cooperation with the lead agency and design engineers. Mitigation analysis, if required, will include evaluation of the effectiveness and general size and location of natural and man-made noise barriers using the TNM model.

Deliverable(s):

- A draft Traffic Noise Analysis Report for review by City with accompanying draft special provisions if required.
- A draft Traffic Noise Analysis Report, incorporating the City's comments, for submittal to FHWA/WSDOT.

- A revised final Traffic Noise Analysis Report, incorporating comments by FHWA/WSDOT, for submittal for approval.

7.4 – Biological Assessment (BA)

A BA will be prepared for the preferred alternative in accordance with WSDOT guidelines. The following subtasks will be undertaken in preparation of the project BA.

1. Collect available documentation concerning the project activities and pertinent biological information. Biological information will include priority habitat and species data from the Washington State Department of Fish and Wildlife along with rare plant and high-quality ecosystem data from WDNR. This information will be reviewed, and a consultation strategy will be developed.
2. Initiate informal consultation with United States Fish and Wildlife Service (USFWS) and National Oceanographic and Atmospheric Administration (NOAA) Fisheries by preparing written requests for lists of endangered, threatened, proposed, and candidate species.
3. Conduct a field reconnaissance to investigate on-site habitat conditions.
4. Make telephone contact with the appropriate resource agency staff for input on species occurrence, habitat use, and potential project impacts.
5. Prepare a draft BA addressing listed species, proposed species, candidate species, species of concern, and critical habitat. The BA will include a project description, a list of species, a description of the species and their habitat, an analysis of project effects, and mitigation recommendations.
6. Provide the draft BA to the City for review and approval.
7. Revise the BA, as appropriate, and submit the final BA to USFWS and NOAA Fisheries for their review, possible negotiation of mitigation measures, and concurrence.
8. Concurrent with Endangered Species Act (ESA) consultation, the Consultant will coordinate with NOAA Fisheries to meet essential fish habitat (EFH) requirements under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), as amended 1996. In doing so, the Consultant will provide NOAA Fisheries with the BA and a cover letter requesting the initiation of consultation, stating the effect determination(s), reasoning behind them, and proposed mitigation measures if any.
9. If NOAA Fisheries responds with advisory EFH conservation recommendations, the Consultant will coordinate with the City and FHWA to jointly discuss the recommendations.
10. Formally address and respond to NOAA Fisheries' recommendations within the regulated time frame.

Deliverable(s):

- A draft BA for review by City with accompanying draft special provisions if required.
- A draft BA, incorporating the City's comments, for submittal to FHWA/WSDOT.
- A revised draft BA, incorporating comments by FHWA/WSDOT, for submittal to NOAA Fisheries and USFWS.
- A final BA that incorporates NOAA Fisheries and USFWS comments.

7.5 – Environmental Justice Survey

Services required to complete an environmental justice (EJ) analysis includes the following main components:

1. Collecting demographic data for the project area using local data sources and the US Census Data.
2. Identifying any environmental justice populations in the area (minority or low-income populations).
3. Review public outreach activities to ensure potential EJ populations are offered an opportunity to participate in project planning and decision-making.
4. Identifying any potential disproportionate effects to EJ populations from project activities and identifying how impacts could not be avoided or minimized and what mitigation measures could be implemented.

Deliverable(s):

- The draft EJ documentation will be provided.
- The final EJ documentation will be provided incorporating City comments.
- The final EJ documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

7.6 – Wetland Delineation

1. The purpose of the updated wetland report is to identify jurisdictional wetland within the project corridor and provide mitigation if necessary.
2. The Consultant shall redevelop, implement, and complete field surveys to identify and delineate wetlands in the project area using the appropriate methods described in the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987), Wetlands Research, Technical Report Y-87-1, January 1987.
3. The Consultant shall delineate wetlands within 200 feet of the project area.
4. The Consultant shall update the comprehensive report that includes detailed wetland maps, documentation of survey methods, results, potential impacts from project actions, and recommendations for wetland protection and mitigation.
5. The report also shall contain appropriate forms for wetland identification, delineation and function assessment required by the Army Corps of Engineers (USACE). The information in this report is intended for use in compliance with Section 404 of the Clean Water Act.
6. The final report and associated documents shall be in a format acceptable to the USACE.
7. Delineated wetland boundaries shall be identified on the ground with flagging. The delineated wetland boundaries shall be mapped with accuracy acceptable to the USACE.

Deliverable(s):

- A draft Wetland Delineation Report for review by City with accompanying draft special provisions if required.
- A draft Wetland Delineation Report, incorporating the City's comments, for submittal to USACE.
- A revised draft Wetland Delineation Report, incorporating comments by USACE, for submittal for approval.

7.7 – Hazardous Materials Memo

A Hazardous Materials Memo will be prepared to evaluate the presence, or likely presence, of potential hazardous substances within the physical limits of the project that would have an effect on the overcrossing project. Sites with potential for environmental issues/impacts include those that indicate current or past uses as service stations, battery shops, dry cleaners, chemical storage, or manufacturing facilities; sites with fuel or chemical storage tanks or drums present or those with strong pungent or noxious odors. The scope of services for this study will include;

1. A review of the results of a federal, state, and local environmental database search provided by an outside environmental data service for listings of known or suspected environmental problems at the sites or nearby properties within the search distances specified by WSDOT.
2. A review of historical aerial photographs, fire insurance maps, city directories, chain-of-title reports, and tax assessor records, as available and appropriate, to identify past development history on the parcels relative to the possible use, generation, storage, release, or disposal of hazardous substances. An attempt to identify uses of the sites from the present to the time that records show no apparent development of the site, or to 1940, whichever is earlier.
3. Conduct a visual reconnaissance of the parcels and adjacent properties to identify visible evidence of potential sources of contamination.
4. A letter report that will summarize the results of this study. The letter report will briefly discuss the project activities and include a table ranking the parcels (low, moderate, high) by their potential for contamination from either on-site or off-site sources. A draft letter report will be provided for review and comment. Upon receiving comments, the letter will be modified as appropriate and made final.

Deliverable(s):

- A draft Hazmat Memo will be provided.
- A draft of the Hazmat Memo will be provided incorporating City comments.
- The final Hazmat Memo will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

7.8 – NEPA CE

Based on Widener & Associates current understanding that the project actions meet the criteria contained in 23 CFR 771.117 for a NEPA Categorical Exclusion services will be provided to prepare a NEPA CE form. A project CE form will be prepared by reviewing technical reports related to the project, applying project-specific data to the form and coordinating approval for the project by both WSDOT and FHWA.

Deliverable(s):

- A draft of the NEPA CE will be provided.
- The final NEPA CE documentation will be provided incorporating City comments.
- The final NEPA CE documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

7.9 – Hydraulic/Tribal Coordination Memorandum

A Hydraulic/Tribal Coordination memorandum will be prepared to inform the design of the stream channel crossing sizing requirements. The memorandum will address the following issues:

1. Identification of channel crossing sizing requirements.
2. Ability of the crossing to pass the 100-year flood elevation.
3. Effects on the channel and embankment upstream and downstream from the crossing.
4. Identification of bank protection, grade control, and stream bed characteristics.

Assumptions and Exclusions:

- Adequate flow data is available to support the report.

Deliverable(s):

- Draft Hydraulic/Tribal Coordination memorandum addressing KPFF, City and Tribal comments.
- Final Hydraulic/Tribal Coordination memorandum.

7.10 – Wetland and Riparian Mitigation Plan

The Consultant will prepare a wetland and riparian mitigation plan to discuss how the project will mitigate wetland and riparian impacts within the project limits. We will complete the plan according to the requirements of the US Army Corps of Engineers (USACE) and the City of Marysville.

To complete the plan, the Consultant will:

1. Collect on-site data and information about the boundaries of the existing wetlands and riparian areas.
2. Develop a conceptual planting plan or a bank use plan for mitigation based on the preferred mitigation option.
3. Prepare a draft of the mitigation plan that includes a narrative describing the proposed mitigation, monitoring (if needed) and including accompanying draft special provisions (if required), a vicinity map, a plan view and/or detail maps of the proposed mitigation, and other informational maps as required by the permitting agencies. The plan will be provided for City review, revised according to City comments, and submitted to the reviewing agencies.

Assumptions and Exclusions:

- City comments on the mitigation plan will be minor in extent and editorial in nature.

Deliverable(s):

- The draft mitigation plan for City review with accompanying draft special provisions if required.
- The final mitigation plan, incorporating the City's comments, for submittal to City planning and USACE.

7.11– Permitting

Widener will coordinate, assemble, and facilitate all necessary environmental permits to a standard acceptable by the permitting agencies for both the project and geotechnical drilling.

Coordination to obtain permits include:

1. 404 Permit
2. 401 Certification
3. Hydraulic Project Approval
4. Critical Areas Permit

Application to be submitted:

1. JARPA
2. City Critical Areas Permit
3. HPA APP

Deliverable(s):

- Permit application shall include all requested information, such as application forms, all necessary permit drawings, an attachment describing project location, project purpose and need, alternatives considered, and a summary of project impacts. The Consultant, Widener & Associates shall also provide a draft transmittal letter for submittal of the application by the City. (or by the Consultant on behalf of the City)
- Draft application, including supporting information, shall be submitted to the City for review and comment.
- Revised permit application shall be provided to the City for signature and submittal to permitting agencies. The Consultant shall perform the necessary coordination to obtain the permit.

7.12 – SEPA

The Consultant shall complete appropriate SEPA documentation including all needed studies, modeling, and analysis in accordance with State Environmental Policy Act (RCW 43.21C) and SEPA Rules (WAC 197-11). The Consultant will coordinate with the City's Community Development group to gain a clear understanding of SEPA review expectations and requirements. Subsequent to this, the Consultant will address comments on the SEPA Checklist and provide support for the SEPA process.

Deliverable(s):

- SEPA Checklist and response to associated comments

TASK NO.8.0 – CULTURAL RESOURCES SURVEY REPORT

Equinox Research and Consulting International, Inc (ERCI) will provide services necessary for compliance with Cultural Resources/Section 106. Anticipated tasks include:

1. Assist in Developing an APE for review and approval by WSDOT
2. Pedestrian and Subsurface Survey
3. Coordinate with Agencies and Tribes

Assumptions

- No Human Remains will be encountered
- No Cultural Landscape Assessment will be required
- No Historic Property Inventory will be required

Deliverables

- Draft and Final Report to State and Federal Standards

TASK NO. 9.0 – BNSF COORDINATION

KPFF will prepare limited submittals for Burlington Northern Sante Fe (BNSF) Railway review in accordance with the Union Pacific Railroad-BNSF Railway Guidelines for Railroad Grade Separation Projects as part of this initial agreement. If additional submittals are necessary, they will be included in Phase 2.

BNSF Coordination

Up to 60 hours has been allotted to coordinate with BNSF. This coordination may include meetings, emails, responding to comments, etc., as necessary.

Prepare Temporary Occupancy Application and Safety Plan

KPFF will prepare a BNSF Temporary Occupancy Application and Safety Plan for permission to survey and perform environmental fieldwork within the BNSF right-of-way. The Temporary Occupancy Permit will specify BNSF requirements that must be met to conduct fieldwork within the BNSF right-of-way. This will include limited coordination with BNSF by KPFF.

Obtain As-Built AND PROPOSED Track Plans

KPFF will contact BNSF and request existing and proposed track plans for the project vicinity so they are available during project design.

Concept and 30% Submittals

KPFF will prepare the required documents for Concept and 30% Submittals in accordance with the requirements of the BNSF Grade Separation Guidelines (for overcrossing structures).

Assumptions

- KPFF will submit BNSF documents to the City and the City will submit documents prepared by KPFF to BNSF.
- The City will pay for any fees necessary for BNSF Temporary Occupancy Application and document submittals.
- The City will pay for BNSF flagging, as necessary to complete the design field work within the BNSF ROW (surveying)
- No more than one round of comments from BNSF on the submittals will need responses.
- Preparation of the C&M Agreement with BNSF will be completed as part of Phase 2.

Deliverables

- (1) BNSF Temporary Occupancy Permit Application
- BNSF Concept Submittal
- BNSF 30% Submittal

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Survey deliverables, including CADD files, shall be prepared in accordance with the City's CADD Standards, publication date June 26, 2023. Survey data should be provided in *.csv file format with each file name containing the project number and date is was collected.

B. Roadway Design Files

C. Computer Aided Drafting Files

CADD files shall be prepared in accordance with the City's CADD Standards, publication date June 26, 2023.

Agreement Number: R2201-1

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

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

AutoCAD basemap of the topographic survey, rights of way, and boundaries, survey data provided in *.csv file format, as well as a Civil 3D surface file, and exhibits and descriptions to accompany easements and right of way dedication documents.

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

The City will provide Right of Entry from property owners, as needed to collect survey

Agreement Number: R2201-1

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

See pages that follow.

Agreement Number: R2201-1

Exhibit D-1

KPFF Consulting Engineers

Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement

156TH ST NE RR OVERCROSSING

Classification	Total Hours	X	Rate	=	Cost
Principal	28.00	X	\$ 80.78	=	\$ 2,261.71
Project Manager/EOR	306.00	X	\$ 78.27	=	\$ 23,949.70
Lead Civil Engineer	238.00	X	\$ 83.91	=	\$ 19,971.56
Senior Engineer II	30.00	X	\$ 76.45	=	\$ 2,293.62
Senior Engineer I	333.00	X	\$ 68.46	=	\$ 22,797.18
Project Engineer II	490.00	X	\$ 62.37	=	\$ 30,560.68
Project Engineer I	0.00	X	\$ 58.01	=	\$ -
Design Engineer III	0.00	X	\$ 53.53	=	\$ -
Design Engineer II	24.00	X	\$ 48.10	=	\$ 1,154.44
Design Engineer I	260.00	X	\$ 44.59	=	\$ 11,592.89
Senior Drafter	72.00	X	\$ 67.85	=	\$ 4,885.30
CAD Drafter	440.00	X	\$ 60.35	=	\$ 26,555.76
Survey Principle	28.00	X	\$ 81.73	=	\$ 2,288.44
Sr. Project Surveyor	68.00	X	\$ 53.07	=	\$ 3,608.76
Project Surveyor	84.00	X	\$ 43.50	=	\$ 3,654.00
Crew Chief	88.00	X	\$ 40.00	=	\$ 3,520.00
Instrument person	80.00	X	\$ 28.00	=	\$ 2,240.00
CAD Tech	136.00	X	\$ 40.00	=	\$ 5,440.00
Project Coordinator	78.00	X	\$ 44.10	=	\$ 3,440.06
Admin	48.00	X	\$ 34.23	=	\$ 1,643.04
<i>Total Direct Labor</i>					\$ 171,857.15

Overhead (OH) Cost

OH Rate x DSC of	151.53%	X	\$171,857.15	=	\$ 260,415.14
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Fixed Fee (FF)

FF Rate x DSC of	31.66%	X	\$171,857.15	=	\$ 54,409.97
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Direct Labor Subtotal \$ 486,682.26

Reimbursable Items

Mileage	(340 Miles x \$0.67/mile)	\$ 227.80
Airfare	(Allowance)	\$ -
Per Diem	(Hotel + Meals @ \$240.00 x 5 trips)	\$ 1,200.00
UAV LiDAR Flight	1 ea.	\$ 2,500.00
(Blank)	(Allowance)	\$ -
<i>Subtotal</i>		\$ 3,927.80

Subconsultant Total: \$459,718.83

GRAND TOTAL: **\$950,328.89**

April 25, 2024		KPFF Consulting Engineers																			KPFF	
156TH ST NE RR OVERCROSSING		Principal	Project Manager/EO R	Lead Civil Engineer	Senior Engineer II	Senior Engineer I	Project Engineer II	Project Engineer I	Design Engineer III	Design Engineer II	Design Engineer I	Senior Drafter	CAD Drafter	Survey Principle	Sr. Project Surveyor	Project Surveyor	Crew Chief	Instrument person	CAD Tech	Project Coordinator	Admin	
Item	SCOPE OF WORK	\$60,78	\$78,27	\$83,91	\$76,45	\$68,46	\$62,37	\$58,01	\$53,53	\$48,10	\$44,59	\$67,85	\$60,35	\$81,73	\$53,07	\$43,50	\$40,00	\$28,00	\$40,00	\$44,10	\$34,23	2,8319
1	PROJECT MANAGEMENT																					
1.00	Project Work Plan		10			20														10		\$7,343
1.10	Preparation of Contract Documents, Invoices, and Progress Reports		12			12														32		\$8,983
1.20	Coordination with Sub-consultants		40																	24		\$11,863
1.30	Coordination with City and WSDOT LP Staff		39																	12		\$10,143
1.40	Estimated Project Schedule		4			8																\$2,436
1.50	Team Project Meetings		54	22		33	22															\$27,480
1.60	Meetings With Project Stakeholders		30			10																\$8,588
1.70	PS&E Submittal and Contract Package Compilation		6			20						16										\$8,282
1.80	Risk Register		20																			\$4,433
1.90	Project and Document QA/QC	12	16									16										\$9,366
Labor Subtotal:		12	231	22	0	103	22	0	0	0	0	32	0	0	0	0	0	0	0	78	0	\$88,918
Reimbursables:																						\$228
2	SURVEYING																					
2.10	Field Control Survey Conventional and GPS													2	6		16	16				\$4,446
2.20	Utility Locates and Coordination														2		8					\$1,207
2.30	Topographic and UAV Survey																64	64	16			\$14,137
2.40	Prepare CAD Basemap													16	40	24			120			\$26,264
2.50	Exhibits and Descriptions for up to 10 Takes													10	20	60						\$12,712
Labor Subtotal:		0	0	0	0	0	0	0	0	0	0	0	0	28	68	84	88	80	136	0	0	\$68,765
Reimbursables:																						\$3,700
3	GEOTECHNICAL ENGINEERING																					
Labor Subtotal:		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:																						
4	CIVIL ENGINEERING																					
4.10	NOT USED																					
4.20	Design Criteria			40			56														8	\$20,172
4.30	Roadway Modeling			40			120						80									\$44,373
4.40	Retaining Wall Evaluation			32			64						24									\$23,010
4.50	ROW Impacts			48			84						64									\$37,181
4.60	Storm Drainage																					
4.6.1	Evaluate Existing Conveyance System																					
4.6.2	Review Existing Information																					
4.6.3	Preliminary Alternative Evaluation																					
4.6.4	Technical Memorandum																					
4.6.5	Storm Facility Preliminary Estimate																					
4.70	Utilities																					
4.7.1	Prelim Storm Drain System Layout (Selected Alternative)																					
4.7.2	Storm Drain Details																					
4.7.3	Prelim Watermain System Layout																					
4.7.4	Watermain Details																					
4.7.5	Prelim Sanitary Sewer System Layout																					
4.7.6	Sanitary Sewer Details																					
4.7.7	Roadway Sections/Layout																					
4.7.8	not used																					
4.7.9	Standard Legend and Symbols																					
4.7.10	Acquire As Builts and Recorded Surveys																					
4.7.11	Review Franchise Utility As Builts and Locates																					
4.7.12	Review City Utility As Builts and Locates																					
4.7.13	Identify Utility Conflicts																					
4.7.14	Coordinate Utility Relocations/Meeting/Correspondence																					
4.80	30% Plans and Estimate																					
4.8.1	Plans			40			120						80									\$44,373
4.8.2	Estimated Construction Costs			16			24			24			4									\$11,994
Labor Subtotal:		0	0	216	0	0	468	0	0	24	0	0	262	0	0	0	0	0	0	0	8	\$181,104
Reimbursables:																						\$0

April 25, 2024		KPFF Consulting Engineers																			KPFF	
156TH ST NE RR OVERCROSSING		Principal	Project Manager/EO R	Lead Civil Engineer	Senior Engineer II	Senior Engineer I	Project Engineer II	Project Engineer I	Design Engineer III	Design Engineer II	Design Engineer I	Senior Drafter	CAD Drafter	Survey Principle	Sr. Project Surveyor	Project Surveyor	Crew Chief	Instrument person	CAD Tech	Project Coordinator	Admin	
Item	SCOPE OF WORK	\$60,76	\$76,27	\$63,91	\$76,45	\$66,46	\$62,37	\$56,01	\$53,53	\$48,10	\$44,59	\$67,65	\$60,35	\$61,73	\$53,07	\$43,50	\$40,00	\$26,00	\$40,00	\$44,10	\$34,23	2,6319
5	STRUCTURAL ENGINEERING																					
5.10	Basis of Design		1			6					16											\$3,793
5.20	Develop Bridge Concepts		4			60					40											\$12,519
5.30	Bridge and Wall Costs for Alternatives		2			12					40											\$7,621
5.40	Bridge and Wall Drawings for Alternatives		4			30					60		60									\$24,534
5.50	Alternatives Workshop		12			24					24											\$10,343
5.60	Bridge Type, Size and Location Memo	6	6			24					40											\$13,307
5.70	Project Renderings		2			12						40									40	\$14,333
5.80	Plans and Estimated Construction Costs	6	6			48					60		128									\$44,686
5.90	Permitting Support		4			12																\$3,213
	Labor Subtotal:	16	45	0	0	230	0	0	0	0	260	40	188	0	0	0	0	0	0	0	40	\$134,750
	Reimbursables:																					
6	RIGHT-OF-WAY																					
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
	Reimbursables:																					
7	ENVIRONMENTAL DOCUMENTATION / PERMITTING																					
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
	Reimbursables:																					
8	CULTURAL RESOURCES SURVEY REPORT																					
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
	Reimbursables:																					
9	BNSF COORDINATION																					
9.10	BNSF Coordination		30		30																	\$13,145
	Labor Subtotal:	0	30	0	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$13,145
	Reimbursables:																					\$0
	Labor Sum:	28	306	238	30	333	490	0	0	24	260	72	440	28	68	84	88	80	136	78	48	\$486,682
	Reimbursable Sum:																					\$3,928
	TOTAL:																					\$490,610

Exhibit E

Sub-consultant Cost Computations

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

See pages that follow.

Agreement Number: R2201-1

Exhibit D-1

Reichhardt & Ebe Engineering

Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement

156TH ST NE RR OVERCROSSING

Classification	Total Hours	X	Rate	=	Cost
E VII	174.00	X	\$ 74.00	=	\$ 12,876.00
E V	16.00	X	\$ 57.50	=	\$ 920.00
EIV	250.00	X	\$ 51.00	=	\$ 12,750.00
E III	3.00	X	\$ 45.00	=	\$ 135.00
E I	66.00	X	\$ 35.00	=	\$ 2,310.00
T VII	4.00	X	\$ 53.50	=	\$ 214.00
T VI	4.00	X	\$ 45.00	=	\$ 180.00
T V	112.00	X	\$ 38.25	=	\$ 4,284.00
C V	4.00	X	\$ 40.00	=	\$ 160.00
C IV	0.00	X	\$ 32.00	=	\$ -
Title 11	0.00	X	\$ -	=	\$ -
Title 12	0.00	X	\$ -	=	\$ -
Title 13	0.00	X	\$ -	=	\$ -
Title 14	0.00	X	\$ -	=	\$ -
Title 15	0.00	X	\$ -	=	\$ -
Title 16	0.00	X	\$ -	=	\$ -
Title 17	0.00	X	\$ -	=	\$ -
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -
<i>Total Direct Labor</i>					\$ 33,829.00

Overhead (OH) Cost

OH Rate x DSC of	151.28%	X	\$33,829.00	=	\$ 51,176.51
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Fixed Fee (FF)

FF Rate x DSC of	29.86%	X	\$33,829.00	=	\$ 10,101.34
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Direct Labor Subtotal \$ 95,106.85

Reimbursable Items

Mileage	(## Miles x \$0.67/mile)	\$	-
Airfare	(Allowance)	\$	-
Per Diem	(Hotel + Meals @ \$#.## x # trips)	\$	-
Subcontract	(Sub Name & Task)	\$	-
(Blank)	(Allowance)	\$	-
<i>Subtotal</i>		\$	-

GRAND TOTAL:	\$95,106.85
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Exhibit D-1

RES Group Northwest

Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement

156TH ST NE RR OVERCROSSING

Classification	Total Hours	X	Rate	=	Cost
Senior ROW Agent	30.00	X	\$ 72.00	=	\$ 2,160.00
Title 2	0.00	X	\$ -	=	\$ -
Title 3	0.00	X	\$ -	=	\$ -
Title 4	0.00	X	\$ -	=	\$ -
Title 5	0.00	X	\$ -	=	\$ -
Title 6	0.00	X	\$ -	=	\$ -
Title 7	0.00	X	\$ -	=	\$ -
Title 8	0.00	X	\$ -	=	\$ -
Title 9	0.00	X	\$ -	=	\$ -
Title 10	0.00	X	\$ -	=	\$ -
Title 11	0.00	X	\$ -	=	\$ -
Title 12	0.00	X	\$ -	=	\$ -
Title 13	0.00	X	\$ -	=	\$ -
Title 14	0.00	X	\$ -	=	\$ -
Title 15	0.00	X	\$ -	=	\$ -
Title 16	0.00	X	\$ -	=	\$ -
Title 17	0.00	X	\$ -	=	\$ -
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -
<i>Total Direct Labor</i>					\$ 2,160.00
Overhead (OH) Cost					
OH Rate x DSC of	83.48%	X	\$2,160.00	=	\$ 1,803.17
Fixed Fee (FF)					
FF Rate x DSC of	29.86%	X	\$2,160.00	=	\$ 644.98
<i>Direct Labor Subtotal</i>					\$ 4,608.14
Reimbursable Items					
Mileage	(## Miles x \$0.67/mile)			\$	-
Airfare	(Allowance)			\$	-
Per Diem	(Hotel + Meals @ \$#.## x # trips)			\$	-
Subcontract	(Sub Name & Task)			\$	-
(Blank)	(Allowance)			\$	-
<i>Subtotal</i>					\$ -
GRAND TOTAL:					\$4,608.14

Exhibit D-1

Widener

Consultant Fee Summary
 Cost Plus Fixed Fee Consultant Agreement
156TH ST NE RR OVERCROSSING

Classification	Total Hours	X	Rate	=	Cost
Project Manager	328.00	X	\$ 75.00	=	\$ 24,600.00
Senior Biologist	477.00	X	\$ 55.00	=	\$ 26,235.00
Project Biologist	1245.00	X	\$ 35.00	=	\$ 43,575.00
Title 4	0.00	X	\$ -	=	\$ -
Title 5	0.00	X	\$ -	=	\$ -
Title 6	0.00	X	\$ -	=	\$ -
Title 7	0.00	X	\$ -	=	\$ -
Title 8	0.00	X	\$ -	=	\$ -
Title 9	0.00	X	\$ -	=	\$ -
Title 10	0.00	X	\$ -	=	\$ -
Title 11	0.00	X	\$ -	=	\$ -
Title 12	0.00	X	\$ -	=	\$ -
Title 13	0.00	X	\$ -	=	\$ -
Title 14	0.00	X	\$ -	=	\$ -
Title 15	0.00	X	\$ -	=	\$ -
Title 16	0.00	X	\$ -	=	\$ -
Title 17	0.00	X	\$ -	=	\$ -
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -
<i>Total Direct Labor</i>					\$ 94,410.00
Overhead (OH) Cost					
OH Rate x DSC of	118.84%	X	\$94,410.00	=	\$ 112,196.84
Fixed Fee (FF)					
FF Rate x DSC of	29.86%	X	\$94,410.00	=	\$ 28,190.83
<i>Direct Labor Subtotal</i>					\$ 234,797.67
Reimbursable Items					
Mileage	(3,732 Miles x \$0.67/mile)			\$	2,500.44
Airfare	(Allowance)			\$	-
Per Diem	(Hotel + Meals @ \$#.## x # trips)			\$	-
Subcontract	(Sub Name & Task)			\$	-
(Blank)	(Allowance)			\$	-
<i>Subtotal</i>					\$ 2,500.44
GRAND TOTAL:					\$237,298.11

Exhibit D-1

Equinox Research & Consulting International

Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement

156TH ST NE RR OVERCROSSING

Classification	Total Hours	X	Rate	=	Cost
Principal Investigator	6.00	X	\$ 55.00	=	\$ 330.00
Editor and Technical Specialist	2.00	X	\$ 55.00	=	\$ 110.00
Biological Anthropologist	0.50	X	\$ 40.00	=	\$ 20.00
Geoarchaeologist or other speci	0.00	X	\$ 40.00	=	\$ -
Senior Archaeologist 5	0.00	X	\$ 40.00	=	\$ -
Senior Archaeologist 4	0.00	X	\$ 38.00	=	\$ -
Senior Archaeologist 3	0.00	X	\$ 36.00	=	\$ -
Archaeological Historian	0.00	X	\$ 29.00	=	\$ -
Senior Archaeologist 2	8.00	X	\$ 34.00	=	\$ 272.00
Senior Archaeologist 1	0.00	X	\$ 33.00	=	\$ -
Historian	0.00	X	\$ 30.00	=	\$ -
Archaeologist 5	8.00	X	\$ 29.00	=	\$ 232.00
Archaeologist 4	24.00	X	\$ 28.00	=	\$ 672.00
Archaeologist 3	10.00	X	\$ 27.00	=	\$ 270.00
Archaeologist 2	0.00	X	\$ 26.00	=	\$ -
Archaeologist 1	0.00	X	\$ 25.00	=	\$ -
Archaeological Technician	24.00	X	\$ 24.00	=	\$ 576.00
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -
<i>Total Direct Labor</i>					\$ 2,482.00

Overhead (OH) Cost

OH Rate x DSC of	156.18%	X	\$2,482.00	=	\$ 3,876.39
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Fixed Fee (FF)

FF Rate x DSC of	29.86%	X	\$2,482.00	=	\$ 741.13
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Direct Labor Subtotal \$ 7,099.51

Reimbursable Items

Mileage	(## Miles x \$0.67/mile)	\$	-
Airfare	(Allowance)	\$	-
Per Diem	(Hotel + Meals @ \$#.## x # trips)	\$	-
Subcontract	(Sub Name & Task)	\$	-
(Blank)	(Allowance)	\$	-
<i>Subtotal</i>		\$	-

GRAND TOTAL:	\$7,099.51
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Exhibit D-1

GeoEngineers

Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement
156TH ST NE RR OVERCROSSING

Classification	Total Hours	X	Rate	=	Cost
Principal	8.00	X	\$ 96.79	=	\$ 774.32
Associate	51.00	X	\$ 79.01	=	\$ 4,029.51
Senior Engineer/Scientist 1 and 2	16.00	X	\$ 74.52	=	\$ 1,192.32
Project Engineer/Scientist 1 and 2	106.00	X	\$ 58.67	=	\$ 6,219.02
Staff Engineer/Scientist 2 and 3	136.00	X	\$ 46.14	=	\$ 6,275.04
Senior Technician	36.00	X	\$ 33.98	=	\$ 1,223.28
CAD Designer	20.00	X	\$ 33.98	=	\$ 679.60
Administrative 2	37.00	X	\$ 38.13	=	\$ 1,410.81
Title 9	0.00	X	\$ -	=	\$ -
Title 10	0.00	X	\$ -	=	\$ -
Title 11	0.00	X	\$ -	=	\$ -
Title 12	0.00	X	\$ -	=	\$ -
Title 13	0.00	X	\$ -	=	\$ -
Title 14	0.00	X	\$ -	=	\$ -
Title 15	0.00	X	\$ -	=	\$ -
Title 16	0.00	X	\$ -	=	\$ -
Title 17	0.00	X	\$ -	=	\$ -
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -
<i>Total Direct Labor</i>					\$ 21,803.90

Overhead (OH) Cost

OH Rate x DSC of	209.50%	X	\$21,803.90	=	\$ 45,679.17
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Fixed Fee (FF)

FF Rate x DSC of	29.86%	X	\$21,803.90	=	\$ 6,510.64
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Direct Labor Subtotal \$ 73,993.72

Reimbursable Items

Mileage	(750 Miles x \$0.67/mile)	\$ 502.50
Per Diem	(Hotel + Meals @ \$400 x 2 trips)	\$ 800.00
Laboratory Testing (Sieve Analy (16 tests @ \$150/test)		\$ 2,400.00
Laboratory Testing (Moisture Co (10 tests @ \$23/test)		\$ 230.00
Atterberg Limits	(4 tests @ \$210/test)	\$ 840.00
Laboratory Testing (Organic Cor (4 tests @ \$110/test)		\$ 440.00
Drilling Subcontractor	1 each	\$ 17,000.00
Test Pit/PITs Subcontractor	1 each	\$ 11,000.00
CPT Subcontractor	1 each	\$ 6,000.00
Soil Testing (CEC) Subcontract (4 tests @ \$200/test)		\$ 800.00
Piezoelectric Pressure Transducer (2 @ \$800 each)		\$ 1,600.00
(Blank)	(Allowance)	\$ -
<i>Subtotal</i>		\$ 41,612.50

GRAND TOTAL:	\$115,606.22
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April 25, 2024		Reichhardt & Ebe Engineering											R&E
156TH ST NE RR OVERCROSSING		E VII	E V	E IV	E III	E I	T VII	T VI	T V	C V	C IV	Time 20	
Item	SCOPE OF WORK	\$74,00	\$57,50	\$51,00	\$45,00	\$35,00	\$53,50	\$45,00	\$38,25	\$40,00	\$32,00	\$0,00	2,8114
1	PROJECT MANAGEMENT												
1.00	Project Work Plan												
1.10	Preparation of Contract Documents, Invoices, and Progress Reports	8							4	4			\$2,544
1.20	Coordination with Sub-consultants												
1.30	Coordination with City and WSDOT LP Staff												
1.40	Estimated Project Schedule												
1.50	Team Project Meetings	32		20					4				\$9,955
1.60	Meetings With Project Stakeholders												
1.70	PS&E Submittal and Contract Package Compilation												
1.80	Risk Register												
1.90	Project and Document QA/QC												
Labor Subtotal:		40	0	20	0	0	0	0	8	4	0	0	\$12,499
Reimbursables:													
2	SURVEYING												
Labor Subtotal:		0	0	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:													
3	GEOTECHNICAL ENGINEERING												
Labor Subtotal:		0	0	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:													
4	CIVIL ENGINEERING												
4.10	NOT USED												
4.20	Design Criteria												
4.30	Roadway Modeling												
4.40	Retaining Wall Evaluation												
4.50	ROW Impacts												
4.60	Storm Drainage												
4.6.1	Evaluate Existing Conveyance System	8		10					10				\$4,174
4.6.2	Review Existing Information	18		20		8			4				\$7,830
4.6.3	Preliminary Alternative Evaluation	36	2	48		20			24				\$19,244
4.6.4	Technical Memorandum	10		20					6				\$5,593
4.6.5	Storm Facility Preliminary Estimate	10	2	20		6			6				\$6,507
4.70	Utilities												
4.7.1	Prelim Storm Drain System Layout (Selected Alternative)	20	8	36		16	2		16				\$14,212
4.7.2	Storm Drain Details			2	1				2				\$628
4.7.3	Prelim Watermain System Layout	4	2	6		4	1		2				\$2,775
4.7.4	Watermain Details			2	1				2				\$628
4.7.5	Prelim Sanitary Sewer System Layout	6	2	8		6	1		4				\$3,890
4.7.6	Sanitary Sewer Details			2	1				2				\$628
4.7.7	Roadway Sections/Layout			2					4				\$717
4.7.8													
4.7.9	Standard Legend and Symbols			2					2				\$502
4.7.10	Acquire As Builts and Recorded Surveys	2		8					4				\$1,993
4.7.11	Review Franchise Utility As Builts and Locates	2		8					2				\$1,778
4.7.12	Review City Utility As Builts and Locates	2		6									\$1,276
4.7.13	Identify Utility Conflicts	2		10		4		4	6				\$3,395
4.7.14	Coordinate Utility Relocations/Meeting/Correspondence	8		8		2			4				\$3,438
4.80	30% Plans and Estimate												
4.8.1	Plans			4					4				\$1,004
4.8.2	Estimated Construction Costs	6		8									\$2,395
Labor Subtotal:		134	16	230	3	66	4	4	104	0	0	0	\$82,607
Reimbursables:													
5	STRUCTURAL ENGINEERING												
Labor Subtotal:		0	0	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:													
6	RIGHT-OF-WAY												
Labor Subtotal:		0	0	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:													
7	ENVIRONMENTAL DOCUMENTATION / PERMITTING												
Labor Subtotal:		0	0	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:													
8	CULTURAL RESOURCES SURVEY REPORT												
Labor Subtotal:		0	0	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:													
9	BNSF COORDINATION												
Labor Subtotal:		0	0	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:													
Labor Sum:		174	16	250	3	66	4	4	112	4	0	0	\$95,107
Reimbursable Sum:													\$0
TOTAL:		TOTAL:											\$95,107

	Agent		
ORK	\$72.00	\$0.00	2.1334
s, Invoices, and Progress			
T LP Staff			
s			
kage Compilation			
Labor Subtotal:	0	0	\$0
Reimbursables:			
Labor Subtotal:	0	0	\$0
Reimbursables:			
NG			
Labor Subtotal:	0	0	\$0
Reimbursables:			
Labor Subtotal:	0	0	\$0
Reimbursables:			
Labor Subtotal:	0	0	\$0
Reimbursables:			
Labor Subtotal:	0	0	\$0
Reimbursables:			
	30		\$4,608
Labor Subtotal:	30	0	\$4,608
Reimbursables:			
ITATION /			
Labor Subtotal:	0	0	\$0
Reimbursables:			
VEY REPORT			
Labor Subtotal:	0	0	\$0
Reimbursables:			
Labor Subtotal:	0	0	\$0
Reimbursables:			
Labor Sum:	30	0	\$4,608
Reimbursable Sum:			\$0
TOTAL:	TOTAL:		\$4,608

	Manager	Biologist	Biologist		
ORK	\$75.00	\$55.00	\$35.00	\$0.00	2.4870
Labor Subtotal:	0	0	0	0	\$0
Reimbursables:					
Labor Subtotal:	0	0	0	0	\$0
Reimbursables:					
NG					
Labor Subtotal:	0	0	0	0	\$0
Reimbursables:					
Labor Subtotal:	0	0	0	0	\$0
Reimbursables:					
Labor Subtotal:	0	0	0	0	\$0
Reimbursables:					
Labor Subtotal:	0	0	0	0	\$0
Reimbursables:					
ITATION /					
cy Coordination	40	60	16		\$17,061
	4	8	24		\$3,929
	32	34	124		\$21,413
	64	88	326		\$52,351
	24		72		\$10,744
	40	80	200		\$35,813
	20		56		\$8,605
	12		20		\$3,979
o	20	36	66		\$14,400
n	24	40	104		\$19,001
	22	69	116		\$23,639
	18	52	89		\$18,217
	8	10	32		\$5,645
Labor Subtotal:	328	477	1245	0	\$234,798
Reimbursables:					\$2,500
RVEY REPORT					
Labor Subtotal:	0	0	0	0	\$0
Reimbursables:					
Labor Subtotal:	0	0	0	0	\$0
Reimbursables:					
Labor Sum:	328	477	1245	0	\$234,798
Reimbursable Sum:					\$2,500
TOTAL:					\$237,298

	Investigator	Specialist	st	t 2	t 3	t 4	t 5	al Technician	
ORK	\$55.00	\$55.00	\$40.00	\$34.00	\$29.00	\$28.00	\$27.00	\$24.00	2.8604
Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
Reimbursables:									
Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
Reimbursables:									
NG									
Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
Reimbursables:									
Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
Reimbursables:									
Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
Reimbursables:									
Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
Reimbursables:									
TATION 7									
Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
Reimbursables:									
URVEY REPORT									
	6	2	1	8	8	24	10	24	\$7,100
Labor Subtotal:	6	2	0.5	8	8	24	10	24	\$7,100
Reimbursables:									
Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
Reimbursables:									
Labor Sum:	6	2	1	8	8	24	10	24	\$7,100
Reimbursable Sum:									\$0
TOTAL:									\$7,100

WORK			entist 1 and 2	entist 1 and 2	entist 2 and 3	Technician	Designer	e 2		
	\$96.79	\$79.01	\$74.52	\$58.67	\$46.14	\$33.98	\$33.98	\$38.13	\$0.00	3.3936
Labor Subtotal:	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:										
Labor Subtotal:	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:										
NG										
s w/ PM)		16		4				2		\$5,345
		12		36				12		\$11,938
ts		4		16	16			8		\$7,799
		1		2	8			1		\$2,048
		1		4	30			2		\$6,021
		1		4	30			2		\$6,021
	4	8	8	20	32	20		2		\$17,040
	4	8	8	20	20	16	20	8		\$17,782
Labor Subtotal:	8	51	16	106	136	36	20	37	0	\$73,994
Reimbursables:										\$41,613
Labor Subtotal:	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:										
Labor Subtotal:	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:										
Labor Subtotal:	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:										
Labor Subtotal:	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:										
ATION 7										
Labor Subtotal:	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:										
RVY REPORT										
Labor Subtotal:	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:										
Labor Subtotal:	0	0	0	0	0	0	0	0	0	\$0
Reimbursables:										
Labor Sum:	8	51	16	106	136	36	20	37	0	\$73,994
Reimbursable Sum:										\$41,613
TOTAL:	TOTAL:									\$115,606

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G ***Certification Documents***

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

Agreement Number: R2201-1

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
KPFF Consulting Engineers
whose address is
1601 Fifth Avenue, Suite 1600, Seattle, WA 98101
and that neither the above firm nor I have:

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

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

KPFF Consulting Engineers

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

4/26/2024

Date

Agreement Number: R2201-1

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Mayor

☐ Other

of the City of Marysville, and KPFF Consulting Engineers
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

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

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

DocuSigned by:

Jon Melring

A8AE51528DE9478...

Signature

5/14/2024

Date

Agreement Number: R2201-1

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

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

KPFF Consulting Engineers

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

4/26/2024

Date

Agreement Number: R2201-1

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

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

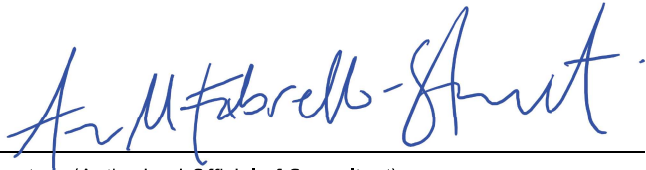
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress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

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

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

KPFF Consulting Engineers

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

4/26/2024

Date

Agreement Number: R2201-1

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of February 8, 2024 Request for Proposals * are accurate, complete, and current as of April 26, 2024 **.

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

Firm: R2201-1



Signature

Principal

Title

Date of Execution***:

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

Agreement Number: R2201-1

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number: R2201-1

Step 5 Forward Documents to Local Programs

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

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

Agreement Number: R2201-1

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number: R2201-1

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number: R2201-1


**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>		Organization and Address	
Original Agreement Number R2201-1		KPFF Consulting Engineers 1601 Fifth Ave., Suite 1600 Seattle, WA 98101 Phone: 206.622.5822	
Project Number R-2201	Execution Date 5/14/2024	Completion Date 10/1/2026	
Project Title 156th Street NE Railroad Overcrossing	New Maximum Amount Payable \$950,328.89 (Un-changed)		
Description of Work Supplemental Agreement No. 1 provides for a no-cost time extension through 10/1/2026.			

The Local Agency of City of Marysville

desires to supplement the agreement entered in to with KPFF Consulting Engineers

and executed on 5/14/2024 and identified as Agreement No. R2201-1

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

The changes to the agreement are described as follows:

I

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

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: "Completion Date" is revised to 10/1/2026, as noted above.

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Aaron Olson, Principal

By: Jon Nehring, Mayor

Consultant Signature

DocuSigned by:

Approving Authority Signature

2/19/2026

Date

Agenda Bill

AGENDA ITEM NO. 14.

DATE: September 14, 2026

SUBMITTED BY: Heide Brillantes, Finance Director

PRESENTED BY: Heide Brillantes, Finance Director

ITEM TYPE: Resolution

AGENDA SECTION: New Business

SUBJECT:

A **Resolution** Authorizing Segregation of Assessments Under Local Improvement District No. 71 Pursuant to RCW 35.44.410

SUGGESTED ACTION:

Recommended Motion: I move to adopt Resolution No. ____.

SUMMARY:

Ordinance No. 2827 established Local Improvement District (LID) No. 71 for the purpose of financing the construction of the Interstate 5 overpass at 156th Street NE. The Ordinance provided that a portion of the project costs would be recovered through special assessments levied on properties within the LID that benefit from the improvements. To finance the work, the City authorized the issuance of LID bonds under the statutory “payment by bonds” method, with bonds repaid through annual installments collected from the assessed properties.

The proposed Resolution authorizes segregation of the existing LID 71 assessment levied on parcel 31052900400200, which has since been subdivided into two parcels (parcels 31052900402500 and 31052900402600). Under RCW 35.44.410, the City Council may order segregation of LID assessments when a parcel is subdivided or altered, provided that the segregation follows the same methodology as the original assessment and that the total of the new assessments equals the original amount. The property owner has applied for segregation, and the newly created parcels are identified in Exhibits A and B. Segregation will proportionally allocate the original LID assessment to the two new parcels, preserving the security of the LID 71 assessment liens and

ensuring continued protection of outstanding LID obligations. Exhibit C reflects the proposed allocation.

ATTACHMENTS:

Resolution to Segregate LID Assessment

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AUTHORIZING SEGREGATION OF ASSESSMENTS UNDER
LOCAL IMPROVEMENT DISTRICT NO. 71 PURSUANT TO RCW 35.44.410**

WHEREAS, the property with the tax parcel number 31052900400200 (the “Original Property”) was recently subdivided into two separate parcels, which parcels are identified with the tax parcel numbers 31052900402500 and 31052900402600 (together referred to as the “New Properties”); and

WHEREAS, the Original Property was located within Local Improvement District No. 71, as established by Ordinance No. 2954 on February 24, 2014; and

WHEREAS, RCW 35.44.410 authorizes the City Council to order the segregation of local improvement district assessments whenever property subject to such assessments is subdivided or otherwise altered by a boundary line adjustment; and

WHEREAS, RCW 35.44.410 furthermore requires that segregation be made as nearly as possible on the same basis as the original assessment calculation method and that the sum of the new assessments equal the exact amount of the assessment before segregation; and

WHEREAS, the owner of the New Properties applied to have the original Local Improvement District assessment segregated amongst the New Properties, which application is attached hereto as **Exhibit A**; and

WHEREAS, the New Properties are depicted as parcels 4-025 and 4-026 in **Exhibit B**, attached hereto; and

WHEREAS, this segregation will continue to protect the outstanding district obligations payable from such assessments and preserve the security of these liens by re-allocating the original assessment to the newly created parcels;

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

The Local Improvement District assessment levied against the Original Property is hereby segregated amongst the New Properties as described in **Exhibit C**, attached hereto.

ADOPTED by the City Council at an open public meeting this 14th day of September, 2026.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
CHARI TABER, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Exhibit A — Segregation Application

CITY OF MARYSVILLE APPLICATION TO SEGREGATE LID ASSESSMENT

PLEASE COMPLETE AND RETURN THIS FORM TO:	City of Marysville Finance Department 501 Delta Ave, Marysville WA 98270
---	---

Property Owner:	IBEW Local Union No. 191 Bldg Assn		
Address	3100 164th St NE		
City, State & Zip	Marysville, WA 98271-7255		
Telephone:	425-259-3195	Email:	holly@ibew191.com

Existing Tax Parcel Number	Original Assessment	New Parcel Descriptions or Tax Parcel Numbers if assigned
31052900400200	\$55,223.00	31052900402500
		31052900402600

(If additional space is required please attach the requested information on a separate sheet)

1. The undersigned holds an ownership interest in the above referenced parcel(s) located within a local improvement district in the City of Marysville, Snohomish County, Washington.
2. The City of Marysville is hereby requested to segregate the assessment listed above in accordance with the new property configuration.
3. This application for segregation of assessment is made under the provisions of §35.44.410 of the *Revised Code of Washington*.

<u>DANDY COWLEY</u>	<u>[Signature]</u>	<u>08 04 2026</u>
Applicant (please print)	Signature	Date

INSTRUCTIONS FOR ASSESSMENT SEGREGATION REQUEST

A segregation fee of \$1,250 is due per §35.44.410 of the *Revised Code of Washington* as a condition of final approval. Please sign and date this request form and return it to the City of Marysville Finance Department along with a digital copy of the final plat map if available. Questions may be directed to Public Finance at (425) 885-1604.

CITY USE: RECEIPT # _____	DATE _____	BY _____
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Exhibit B — Assessor's Parcel Map

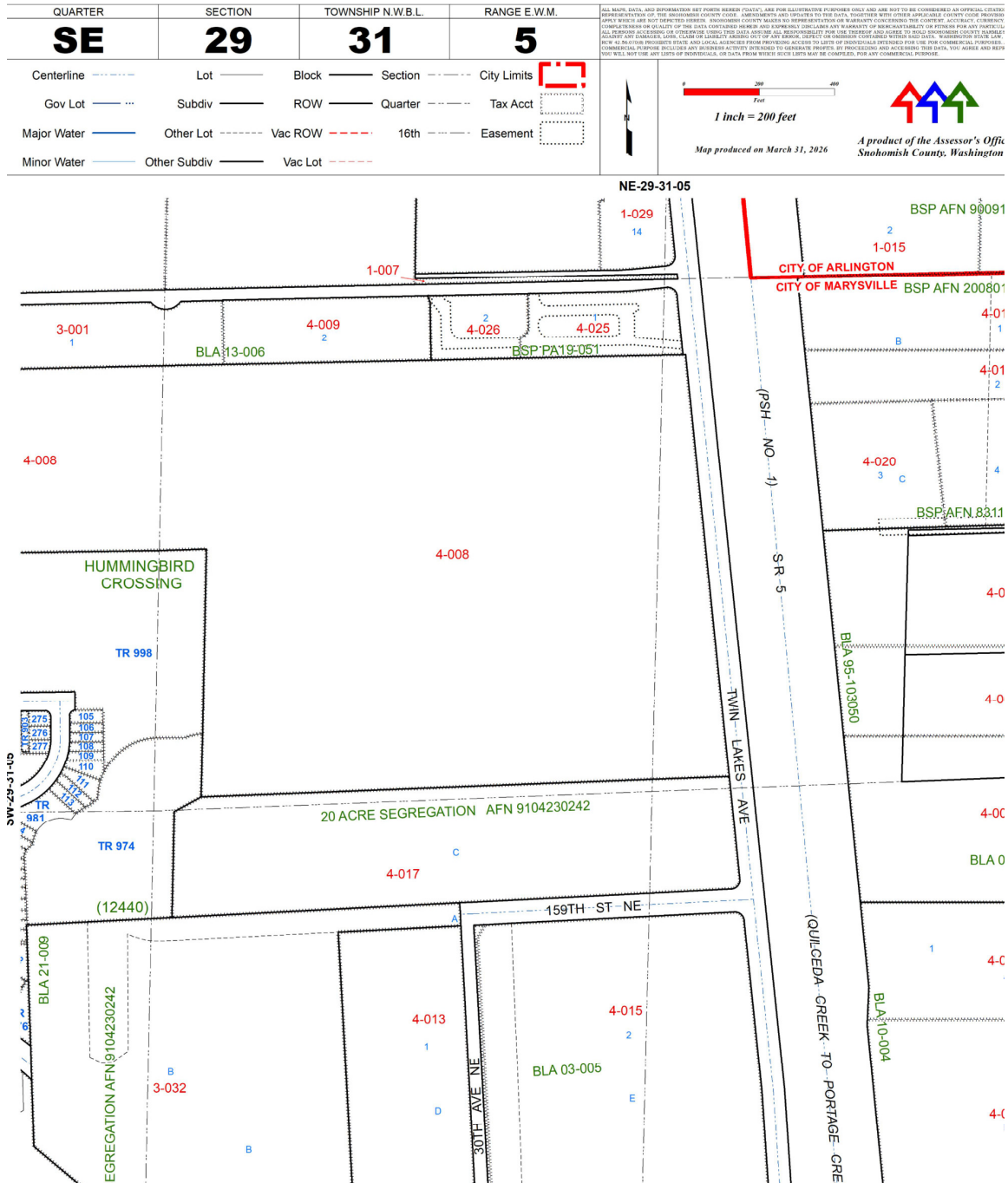


Exhibit C - Segregation of Assessment

ORIGINAL ASSESSMENT

Account	Tax Parcel No.	Acres	Assessment	Balance	Interest	Pay in Full
71-008	31052900400200	2.61	\$55,223.00	\$28,129.80	\$1,425.38	\$29,555.18

AMENDED ASSESSMENTS

Account	Tax Parcel No.	Acres	Assessment	Balance	Interest	Pay in Full
71-008A	31052900402500	1.63	\$34,487.93	\$17,567.65	\$890.18	\$18,457.83
71-008B	31052900402600	0.98	20,735.07	10,562.15	535.20	11,097.35
		2.61	\$55,223.00	\$28,129.80	\$1,425.38	\$29,555.18

Agenda Bill

AGENDA ITEM NO. 15.

DATE: September 14, 2026

SUBMITTED BY: Heide Brillantes, Finance Director

PRESENTED BY: Heide Brillantes, Finance Director

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

Supplemental Agreement No. 1 to the Professional Services Agreement with Billing Document Specialists, to provide bill printing, lockbox services, online bill presentment, online bill payment, and phone payment services

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 to the Professional Services Agreement with Billing Document Specialists, to provide bill printing, lockbox services, online bill presentment, online bill payment, and phone payment services.

SUMMARY:

Supplemental Agreement No. 1 amends the Professional Services Agreement dated December 1, 2020 between the City of Marysville and Valli Information Systems, Inc. (doing business as Billing Document Specialists), which provides bill printing, lockbox processing, online bill presentment, online payment services, and phone payment services for the City's utility billing operations.

This supplemental agreement extends the contract term through September 30, 2029, updates the scope of services (Exhibit A), and clarifies compensation provisions consistent with Exhibits A and C. The amendment maintains the existing cost structure, locking in the current rates for the duration of the extended term.

Terms and conditions of the original 2020 agreement remain unchanged where not amended. Extending the agreement ensures continuity of utility billing, processing, and payment services while preserving existing pricing for the City.

ATTACHMENTS:

Billing Document Specialists - Supplement Agreement No. 1, Original Agreement for Reference

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND VALLI INFORMATION SYSTEMS**

THIS SUPPLEMENTAL AGREEMENT NO. 1 (“Supplemental Agreement No. 1”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Valli Information Systems, Inc. doing business as Billing Document Specialists, a Privately Held Corporation organized under the laws of the State of Idaho (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for bill printing, lockbox services, online bill presentment, online bill payment, and phone payment services (the “Original Agreement”), said Original Agreement being dated December 1, 2020; and

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

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

1. Section 1 of the Original Agreement, “SCOPE OF SERVICES”, is amended to provide that the Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services of this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

2. Section 2 of the Original Agreement, “TERM”, is amended to provide that the term will terminate at midnight on September 30, 2029. The parties may extend the term of this Agreement by executing a written supplemental amendment.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to provide that the Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A AND EXHIBIT C** and as provided in this section.

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

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

4. Section 4.11 of the Original Agreement, “NONASSIGNABLE”, is amended to provide that except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

5. Section 4.12 of the Original Agreement, “SUBCONTRACTORS AND SUBCONSULTANTS”, is amended as follows:

4.12 SUBCONTRACTORS AND SUBCONSULTANTS

- a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.
- b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.
- c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.
- d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

6. Section 3 of the Original Agreement, “NOTICES”, is amended to update the City and Consultant contact information as follows:

6.1 **NOTICES.** Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

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

CITY OF MARYSVILLE
Heide Brillantes, Finance Director
501 Delta Ave.
Marysville, WA 98270

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

BILLING DOCUMENT SPECIALISTS
Brooks Ney, Business Development Manager
915 Main Street, Suite 1000
Caldwell, ID 83605

3. Each and every provision of the Original Agreement for Professional Services dated December 1, 2020, shall remain in full force and effect, except as modified herein.

DATED this ____ day of _____, 2026

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this ____ day of _____, 2026

BILLING DOCUMENT SPECIALISTS

By _____
Brooks Ney
Its: Business Development Manager

ATTEST/AUTHENTICATED:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A

Scope of Services

The Consultant will provide the services described in this Exhibit A for the City's utility billing operation, at the rates set out in Exhibit C. The Consultant will invoice the City monthly for services performed in the previous calendar month.

1. Bill Printing and Mailing

The Consultant will receive the City's billing files and produce, address, and mail the City's utility bills and notices, including:

- Regular utility bills, past due notices, shut off notices and final bills, each printed on the applicable stock and identified by document type.
- Laser printing, simplex or duplex; folding and inserting, single or multiple page; insertion into a #10 double-window outer envelope with security tint, with a #9 window return envelope where required.
- Address hygiene, including USPS NCOALink processing, and identification and handling of non-verified addresses.
- Merging of like addresses or matching names and addresses into a single mailing where the City's file allows.
- Manual handling of oversize pieces, flats and pieces requiring a manual envelope.
- Foreign mail preparation and dispatch.
- Presort, barcoding, bundling, traying and delivery to the United States Postal Service, with postage billed at actual cost.
- Insertion of inserts supplied by the City, and printing of inserts by the Consultant where requested.
- Postcard and other special project runs, quoted per job.

The Consultant will mail each job so that bills and notices are in the customer's mailbox within two to three days of the Consultant's receipt of a complete and correct file, allowing for rural delivery routes.

2. Electronic Delivery and Online Bill Presentment

The Consultant will provide electronic delivery and presentment of the City's bills and notices, including:

- E-statement delivery to customers enrolled in paperless billing, with the corresponding paper statement suppressed and any inserts attached as PDF images to the statement image.
- E-Text / SMS bill notification.
- Pay-by-Text enrollment and messaging.
- Posting of searchable archived PDF bill images to the payment website, retrievable by customer name or account number, with a rolling 24 month history.
- Maintenance of the customer-facing payment web pages, including page content, contact information and disclaimer messages.
- Online job tracking, job viewing and reporting for City staff.

3. Payment Services

The Consultant will provide the City's customers with the following payment channels, and will provide the City with the corresponding reporting and posting files:

- Online (web) payments, including card and ACH.
- Interactive Voice Response (IVR) telephone payments, including validated balance inquiry, successful payment processing and declined payment handling.
- ACH payment processing.
- Shut Off Reminder System (SRS) courtesy and reminder notifications to delinquent accounts and to final accounts before they are referred to collections, which may be linked to IVR payment.
- Creation of the payment import file in the format required by the City's billing software, so that payments received through any channel can be posted by the City.

4. Merchant Processing

Merchant card and ACH processing is provided through Drive Payments, a wholly owned subsidiary of Billing Document Specialists. Card processing operates on the cardholder-paid convenience model, under which the cardholder pays the convenience fee and the City incurs no merchant cost. The Consultant will indemnify the City in respect of the acts and omissions of Drive Payments in the same manner and to the same extent as for its own acts and omissions under this Agreement.

5. Lockbox and Remittance Processing

The Consultant will operate a lockbox for the City's utility billing remittances, including:

- Receipt of remittances at a post office box maintained for the City, rented at actual cost.
- Electronic check presentment and submission for deposit with next day funding.
- ACH and Check 21 transaction processing, and handling of returns.
- Imaging of checks and remittance stubs, with check lists, retail single and multiple images, and all items available to the City by account on the administrative site.
- Identification, posting and notification of non-processable items, with instruction sought from the City on how to process or return them.
- Secure transmission of files to the City, and monthly shredding of processed documents.
- Image retrieval for a rolling 24 months, plus a 120 day history on the Profit Stars site.
- Return of undeliverable or returned mail to the City by courier, ground or overnight service, at actual cost.

6. Programming, Setup and Support

The Consultant will provide document setup and programming for the City's bill and notice formats. Minor layout and formatting changes are made at no charge. Major document changes and special programming are quoted before work begins and charged at the hourly rate in Exhibit C. Training of City

staff is provided at no charge. The Consultant will provide technical support and assistance to City staff, and customer service support for customer questions arising from the services.

7. Fees

All fees for the services described in this Exhibit A are set out in Exhibit C, Schedule of Fees and Costs. Where Exhibit C states that a service is quoted per job specifications, the Consultant will provide a written quote and obtain the City's confirmation before performing the work. Services not described in this Exhibit A or priced in Exhibit C require a written supplemental amendment before the Consultant begins work.

EXHIBIT B

Subcontractors / Subconsultants

Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.

None. Merchant services processing is provided by Drive Payments, a wholly owned subsidiary of Billing Document Specialists, a division of Valli Information Systems Inc., and is not performed by a third-party subcontractor. Gravity Payments, named as a subcontractor in the prior agreement, is no longer engaged.

The Consultant will not engage a subcontractor or subconsultant to perform any part of the Services without the prior written approval of the City.

EXHIBIT C

Schedule of Fees and Costs

City of Marysville · Billing Document Specialists, a division of Valli Information Systems Inc.

Service	Basis	Rate
1. PRINT AND MAIL SERVICES		
Regular utility bill — first image	per bill	\$0.145
Past due notice — first image	per notice	\$0.155
Shut off notice — first image	per notice	\$0.155
Final bill — first image	per bill	\$0.145
Each additional image	per image	\$0.08
Manual handling — first image (oversize, flats, manual envelope)	per piece	\$0.42
Manual handling — each additional image	per image	\$0.08
Non-verified address statement — first image	per statement	\$0.145 regular / \$0.155 past due & shut off
Non-verified address statement — each additional image	per image	\$0.08
Foreign mail — first image	per piece	\$0.42
Foreign mail — each additional image	per image	\$0.08
USPS NCOALink address processing	per job processed	\$1.25
#9 return envelope credit — accounts not requiring a return envelope (accounts on autopay, zero balance bills, credit balance bills)	per envelope	(\$0.02) credit
<i>Included in the per-image rates above: laser printing, simplex and duplex; fold and insert, single or multiple page; #9 window return envelope; #10 double-window outer envelope with security tint; all paper and envelope stock; presort, barcode, bundle and tray; and delivery to USPS.</i>	<i>Included</i>	<i>No additional charge</i>
Postage — first class presorted, CASS certified	per piece	At actual cost
Manual and oversize postage	per piece	At actual cost
Foreign postage	per piece	At actual cost
Returned mail and returned statement postage; courier delivery to the City	per occurrence	At actual cost
Postcard and special project runs	per job	Quoted per job specifications
2. ELECTRONIC DELIVERY AND WEB PRESENTMENT		
E-statement processing	per e-statement sent	\$0.15
E-Text / SMS bill notification	per message	\$0.15
Pay-by-Text	per enrolled account	\$0.50
Web posting — searchable archived PDF bill image, 24 month history	per image posted	\$0.01

Service	Basis	Rate
<i>Included: online job tracking and reporting; online job viewing; archived image search and retrieval by name or account number.</i>	<i>Included</i>	<i>No additional charge</i>
3. PAYMENT SERVICES — ONLINE AND IVR		
IVR successful payment	per transaction	\$1.00
IVR declined payment	per call	No charge
IVR balance check, validated	per call	No charge
Online payment transaction	per transaction	\$0.05
ACH transaction — Chase OCRR	per transaction	\$0.10
SRS shut-off reminder notification	per successful call, text, and email	\$0.10
4. MERCHANT PROCESSING — DRIVE PAYMENTS (CARDPOINTE PLATFORM)		
Credit and debit card processing	per authorization	Interchange + 0.25% + \$0.08 per authorization
ACH / eCheck	per transaction	\$0.65
ACH / eCheck rejects and returns	each	\$2.00
5. LOCKBOX AND REMITTANCE PROCESSING		
Electronic check presentment / lockbox item, next day funding (BDS Check Processing Service Fee)	per item	\$0.13
Lockbox ACH transaction (Merchant Fee)	per transaction	\$0.15
Lockbox Check 21 transaction (Merchant Fee)	per transaction	\$0.20
Lockbox ACH return (Merchant Fee)	per return	\$1.50
Lockbox Check 21 return (Merchant Fee)	per return	\$2.50
Lockbox unauthorized return (Merchant Fee)	per return	\$7.50
Monthly statement fee	per month	\$15.00
Annual Profit Stars license renewal	per year	\$700.00
Monthly document shredding	per month	\$10.00
PO Box rental	per rental period	At actual cost
Lockbox postage	per shipment	At actual cost
<i>Included: check imaging; check lists; retail single and multiple images; non-processable item handling and notification; file transmission; 24 month image retrieval plus 120 day history on the Profit Stars site; creation of the payment import file for the City's software; and online job tracking and reporting.</i>	<i>Included</i>	<i>No additional charge</i>
6. INSERTS, PROGRAMMING AND PROJECT WORK		
Insertion of City-provided folded inserts	per insert	\$0.01
Printed inserts — printed and folded by BDS	per job	Quoted per job specifications
Minor layout or formatting changes	per request	No charge
Major document changes and special programming	per hour	\$125.00

Service	Basis	Rate
Training	per request	No charge

Notes

- Items shown "At actual cost" are pass-through charges, billed at the amount the Consultant is charged, with no markup. Postage rates are set by the United States Postal Service and change independently of this schedule.
- Items shown as "Quoted per job specifications" are quoted in writing, and confirmed by the City, before work begins.
- Merchant card and ACH processing in Section 4 is provided through Drive Payments, a wholly owned subsidiary of Billing Document Specialists, on the CardPointe platform. Card processing is charged on the cardholder-paid convenience model, at no cost to the City.
- ACH is charged through three separate channels, each at its own rate: web and phone payments through Chase OCRR (Section 3); merchant processing through Drive Payments (Section 4); and lockbox remittance through Jack Henry / Profit Stars (Section 5).
- The rates in Sections 1, 2, 3, 5 and 6 are the rates in effect on the commencement date of this Agreement and are the rates currently invoiced to the City.
- Sales tax is applied where required by Washington State law. The Consultant holds an agreement with Washington State exempting postage from taxable sales.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND BILLING DOCUMENT SPECIALISTS FOR BILL PRINTING,
LOCKBOX SERVICES, ONLINE BILL PRESENTMENT, ONLINE BILL
PAYMENT AND PHONE PAYMENT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation ("City"), and Billing Document Specialists, a division of Valli Information Systems, an Idaho Privately Held Corporation, organized under the laws of the state of Idaho, located and doing business at 915 Main Street, Suite 1000 Caldwell, ID 83605 ("Consultant").

WHEREAS, the parties hereto have previously entered into a Substituted Professional Services Agreement between City of Marysville and Billing Document Specialists for Online Bill Presentment and for Online and Phone Payment Provider (the "Substituted Professional Services Agreement"), said Substituted Professional Services Agreement being dated March 6, 2017 and terminating on March 31, 2022; and

WHEREAS, the parties hereto have previously entered into an agreement for Billing Document Specialists to provide lockbox services for the City of Marysville's utility billing customers (the "Original Agreement"), said Original Agreement being dated August 18, 2014; and

WHEREAS, the parties extended the term of the Original Agreement in a supplemental amendment (the "Supplemental Agreement No. 1"), said Supplemental Agreement No. 1 being dated August 6, 2019; and

WHEREAS, the parties extended the term of the Supplemental Agreement No. 1 in a second supplemental agreement (the "Supplemental Agreement No. 2"), said Supplemental Agreement No. 2 being dated July 14, 2020 and terminating on September 20, 2021; and

WHEREAS, both parties desire to terminate all previous contracts including the Substituted Professional Services Agreement and the Original Agreement with Supplemental Agreement Nos. 1 and 2 and replace with this Agreement.

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES. The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the "Services"). All services

and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

2. **TERM.** The term of this Agreement shall commence on December 1st, 2020 and shall terminate at midnight on September 30, 2026. The parties may extend the term of this Agreement by executing a written supplemental amendment.

3. **COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A and EXHIBIT C** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **One Million Seven Hundred Thousand Dollars] (\$1,700,000.00)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. **CONSULTANT'S OBLIGATIONS.**

4.1 **MINOR CHANGES IN SCOPE.** The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

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

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

this Agreement, even though the Services have been accepted by the City.

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

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

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

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

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

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked "Confidential."
- (2) If records identified as "Confidential" by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant.

The Consultant will, within ten (10) business days:

- i. Provide the records to the City in the manner requested by the City;
- ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
- iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

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

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4.6 INDEMNITY.

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

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent

negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

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

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

 (City Initials)

JB (Contractor Initials)

4.7 INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained

by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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

4.9 INDEPENDENT CONTRACTOR.

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

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

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

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

4.10 EMPLOYMENT.

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

b. Any and all employees of the Consultant, while performing any Services

under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) and any and all claims that may or might arise under the Workman's Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

 Js No, employees performing the Services have never been retired from a Washington state retirement system.

 Yes, employees performing the Services have been retired from a Washington state retirement system.

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

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

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

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

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

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

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

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

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

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

practices.

5. CITY APPROVAL REQUIRED. Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

6. GENERAL TERMS.

6.1 NOTICES. Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

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

CITY OF MARYSVILLE

Jan Berg

1049 State Ave

Marysville WA 98270

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

Billing Document Specialists

Tim Beck, COO

915 Main Street, Suite 1000

Caldwell ID 83605

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

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

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

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

6.5 SEVERABILITY.

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

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

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

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

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

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

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

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

DATED this 1st day of December, 20 20.

CITY OF MARYSVILLE

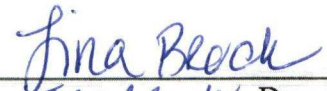
By 
Jon Nehring, Mayor

DATED this 18 day of November, 20 20.

VALLI INFORMATION SYSTEMS

By 
Tim Beck
Its: Chief Operating Officer

ATTEST/AUTHENTICATED:


Tina Block, Deputy City Clerk

Approved as to form:


Jon Walker, City Attorney

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to LegalPapers@firstdata.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CardConnect LLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CardConnect LLC during the course of your relationship with CardConnect LLC.

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CardConnect LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 877 828 0720

To contact us by email send messages to: LegalPapers@firstdata.com

To contact us by paper mail, please send correspondence to:

CardConnect LLC

1000 Contential Drive

King of Prussia, PA 19406

To advise CardConnect LLC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at chris.jones@firstdata.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CardConnect LLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to chris.jones@firstdata.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CardConnect LLC

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CardConnect LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Certificate Of Completion

Envelope Id: D2FD060A4C4D4574B6CC67FD224D3307

Status: Completed

Subject: Please DocuSign: Marysville_MPA (1).pdf, CCN_MPA Amendment_Marysville.pdf

Source Envelope:

Document Pages: 8

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 0

Alexander Nelson

AutoNav: Enabled

5655 Glenridge Connector

EnvelopeId Stamping: Enabled

Atlanta, GA 30342

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

anelson@cardconnect.com

IP Address: 168.149.144.119

Record Tracking

Status: Original

Holder: Alexander Nelson

Location: DocuSign

11/20/2020 2:07:18 PM

anelson@cardconnect.com

Signer Events

Jacquelyn Langton

jlangton@cardconnect.com

Fiserv

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Jacquelyn Langton
5B92D6007FC8451...

Signature Adoption: Pre-selected Style

Using IP Address: 4.59.142.97

Timestamp

Sent: 11/20/2020 2:09:11 PM

Viewed: 11/20/2020 2:09:52 PM

Signed: 11/20/2020 2:10:25 PM

Electronic Record and Signature Disclosure:

Accepted: 11/16/2020 10:59:44 AM

ID: 18037a73-e823-44ae-a08a-ae362e08ef4d

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/20/2020 2:09:12 PM
Certified Delivered	Security Checked	11/20/2020 2:09:52 PM
Signing Complete	Security Checked	11/20/2020 2:10:25 PM
Completed	Security Checked	11/20/2020 2:10:25 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Amendment to Merchant Processing Agreement

4 Amendment Approval

By signing below, you acknowledge that:

- You have read and understand this Amendment;
- You agree to comply with this Amendment; and
- You understand that if you sign this Amendment using an electronic signature process, the resulting signature has the same legal effect as if you had signed it by hand.

The individual signing below represents that s/he is authorized to sign this Amendment on behalf of the entity identified in Section 1.

CITY OF MARYSVILLE

Merchant

By: _____

Signature

Name: _____

Print or Type

Title: _____

Date: _____

CardConnect, LLC

DocuSigned by:

By: _____

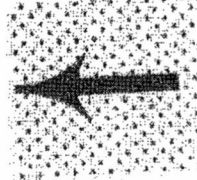
Signature

Name: _____

Print or Type

Title: _____

Credit Manager



Amendment to Merchant Processing Agreement

- (4) Deleting Section 31.4.1 and replacing it with the following:

31.4.1 Any funds pertaining to the Card transactions contemplated by this Agreement now or hereafter in our possession may be commingled with other funds of ours, or, in the case of any funds held pursuant to the foregoing paragraphs, with any other funds of other customers of ours. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, we are hereby authorized by you at any time and from time to time, without notice or demand to you or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of your obligations to us and our respective Affiliates under this Agreement and any other agreement with us our respective Affiliates for any related equipment or related services (including any check services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured.

- (5) Deleting Section 31.4.3 in its entirety;

- (6) Deleting the phrase "agree to indemnify and hold us and the Card Organizations harmless from and against" from Section 33.1 and replacing it with the phrase "are fully responsible for";

- (7) Deleting Sections 45.1 and 45.2 and replacing those Sections with the following:

45.1 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State in which you are located (without regards to its choice of law provisions).

45.2 Venue. The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in the State in which you are located.

- (8) Deleting Section 45.3 in its entirety;

- 2.2 Nothing in this Amendment or the Program Guide will abrogate the defense of sovereign or governmental immunity if otherwise available to you.

3 Effective Date

This Amendment becomes effective as of the effective date of your merchant processing agreement.

Amendment to Merchant Processing Agreement

1 Your Business Information

Merchant Identification #(s)

Your Legal Name:

CITY OF MARYSVILLE

First/Last Contact Name:

Jon Nehring

Title:

Mayor

Business Phone:

360-363-8000

2 What this Amendment Does

2.1 This Amendment amends the Program Terms and Conditions (the **Program Guide**) to your merchant processing agreement by:

(1) Adding the following Section 28.8 to the end of Section 28 (Confidentiality):

28.8 We acknowledge that you may be subject to public records laws for the State in which you are located and any non-exempt public records, which may include our confidential information, are subject to inspection and copying upon request by the public. If a Public Records request is made for our confidential information, you will provide us 10 days' prior notice of your intent to disclose the records so that we may seek a protective order or take other court action. If no such action is filed, you may disclose the records.

(2) Deleting the first sentence of Section 29.1 and replacing it with the following:

29.1 Any transfer or assignment of this Agreement by you, without our prior written consent (such consent not to be unreasonably withheld by us), by operation of law or otherwise, is voidable by us.

(3) Deleting the last paragraph of Section 29.3 and replacing it with the following:

Processor may not assign or transfer this Agreement to any other Person without your prior written consent (such consent not to be unreasonably withheld by you). Subject to Card Organization Rules, Bank may assign or transfer this Agreement and its rights, duties and obligations hereunder, in whole or in part, to any Person, whether in connection with a change in sponsorship, as set forth in the preceding paragraph, or otherwise, without notice to you or your consent.

MONTHLY AND MISCELLANEOUS FEES

Application Fee	\$ 0.00 (One Time)	Annual Security Bundle Fee	\$ 0.00 / Annual
Minimum Processing Fee	\$ 0.00 / Monthly	Regulatory Product Fee	\$ 0.00 / Monthly
ODD Rejects	\$ 10.00 / Each	PCI Non-Compliance Fee	\$ 29.95 / Monthly
Statement Fee	\$ 0.00 / Monthly	Wireless Fee	\$ / Monthly
Data Breach Fee	\$ 0.00 / Monthly	Wireless Activation Fee	\$ (One Time)
Chargeback Fee	\$ 25.00 / Each	PCI Annual Fee	\$ 0.00 / Annual
Retrieval Fee	\$ 5.00 / Each		

CONFIRMATION

EARLY TERMINATION FEE

The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term).

Early Termination Fee \$ 0.00

Client Initials n/a

PERSONAL GUARANTEE

By signing below, signer(s) unconditionally guarantee(s) to the Processor and its successors and assigns the full and prompt payment when due of all its obligations of every kind and nature of Merchant arising directly or indirectly out of the Agreement and for the TeleCheck / TRS Services Agreement or any document or agreement executed and delivered by Merchant in accordance with the terms of the Agreement. The undersigned further agrees to pay to the Processor all expenses (including attorney fees and court costs) paid or incurred by the Processor in collecting such obligations and in enforcing this Guaranty.

Signature

Date

AGREEMENT APPROVAL

Merchant Acceptance - Each person signing below agrees to the terms and conditions stated in the front and back of this agreement and certifies that all information provided in the application is true, correct and complete. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and Agreement and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted by Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Each signer authorizes CardConnect LLC and/or the Member Bank or any agent of the Member Bank, to make whatever inquiries CardConnect LLC and/or the Member Bank deem appropriate to investigate, verify, or research references, statements or data, including personal credit reports for the purpose of this application. Merchant understands this agreement shall not take effect until Merchant has been approved by CardConnect LLC and/or the Member Bank and a merchant number is issued.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq. as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

SIGN YOUR AGREEMENT

Signature

Date

CARDCONNECT LLC

Designated by:

Application Approved By:

Signature

Title

Credit Manager

11/20/2020

WELLS FARGO BANK N.A. (A MEMBER OF VISA USA, INC. AND MASTERCARD INTERNATIONAL INC.)

Application Approved By:

Signature

PROCESSOR INFORMATION

Name

CardConnect LLC

Address

1000 Continental Drive, Suite 300, King of Prussia PA, 19406

URL

www.cardconnect.com

Customer Service (Phone)

1-877-826-0720

TIERED			
Discount Fees	Credit	Non-PIN Debit	
Visa Qualified	%	%	
Visa Mid-Qualified	%	%	
Visa Non-Qualified	%	%	
Mastercard Qualified	%	%	
Mastercard Mid-Qualified	%	%	
Mastercard Non-Qualified	%	%	

Discount Fees	Credit	Non-PIN Debit
Discover Qualified	%	%
Discover Mid-Qualified	%	%
Discover Non-Qualified	%	%
Amex Qualified	%	%
Amex Mid-Qualified	%	%
Amex Non-Qualified	%	%

BILL BACK		
Non-Qualified Surcharge Fee (excluding Interchange pass-through fees, see Section 18.1) Applies to Non-qualified MC, Visa, Discover, American Express Credit and/or Non-PIN Debit Transactions.		
%		
Discount Fees	Credit	Non-PIN Debit
Visa Qualified	%	%
Mastercard Qualified	%	%
Discover Qualified	%	%
Amex Qualified	%	%

FLAT RATE	
Discount Fees	Credit / Non-PIN Debit
Visa Qualified	%
Mastercard Qualified	%
Discover Qualified	%
Amex Qualified	%

AUTHORIZATION & TRANSACTION FEES		
Authorization Fees (All Card Types)	\$0.08	/ Each
ACH Batch Fee	\$0.00	/ Each
Voice Authorization Fee	\$0.75	/ Each
Address Verification Fee (AVS)	\$0.01	/ Each
Transaction Fees (All Card Types)	\$0.00	/ Each

PIN DEBIT	
Discount Fee	%
Transaction Fee	\$ / Each

EBT	
FNS#	
Transaction Fee	\$ / Each

VOYAGER	
Authorization Fee	\$ / Each
Sales Discount	%

WRIGHT EXPRESS	
Discount Fee	%
Transaction Fee	\$ / Each
Chargeback Fee	\$ / Each
Retrieval Fee	\$ / Each

CARDPOINTS AND GATEWAY FEES	
Setup Fee	\$0.00 (One Time)
CardPoints Monthly Platform Fee	\$0.00 / Monthly
Gateway Transaction Fee	\$0.00 / Each
Gateway Monthly Fee	\$0.00 / Monthly

CLOVER SECURITY	
Clover Security Fee	\$ / Monthly

TRANSARMOR	
TransArmor Token and Encrypt Fee	\$ / Monthly

CLOVER FEES	
Clover Go Service Fee, Per MID	\$ / Monthly

EQUIPMENT

NEW ORDERS

Product Name	Network	Qty	Price *	Frequency
CardPointe Gateway (RapidConnect North)	Cardnet	1	\$	
			\$	
			\$	
			\$	

Clover Menu Requested ☐ * Price does not include tax and shipping & handling.

SHIP EQUIPMENT TO

Ship To Attention	Ship To Email	
Street Address 1		
Street Address 2	City	
State	ZIP	
Country		

MERCHANT SERVICES

PAYMENTS ACCEPTED	DISCOVER
☒ Mastercard ☒ Visa	Discover Program ☒ Discover Full ACQ ☐ Discover EASI
AMERICAN EXPRESS Amex Program ☐ Amex OptBlue ☐ Amex ESA Amex ESA SE ☐ IATA/ARC Number	Discover EASI SE Discover Industry Options ☐ Enable Incremental Authorizations ☐ Debt Repayment Program

PRICING INFORMATION

PRICING	DUES & ASSESSMENTS
Discount Frequency ☒ Monthly ☐ Daily Funding Rollup ☐ Net Fees and Deposits ☒ Separate Fees and Deposits ☐ Individual Batches	☒ Dues & Assessments (See Agreement for definitions, warranty requirements, and any additional fees.) All other card association fees are passed thru at cost - NABU, APF, connectivity, & usage.

INTERCHANGE PLUS

Pass Through Interchange — Includes Dues and Assessments. You will be charged the applicable Interchange rate from MasterCard, Visa or Discover, plus a MasterCard Assessment Fee of 0.13%, a Visa Assessment Fee of 0.14%, or a Discover Assessment Fee of 0.13%, plus any other fees indicated on this Service Fee Schedule. (MC Assessment Fee when transaction is equal to \$1,000 or more will be assessed an additional 0.01% per transaction.) American Express Assessment Fee of 0.15%

Passthrough Interchange Costs ☒ Gross Interchange ☐ Net Interchange

Discount Fees	Credit / Non-PIN Debit	%
Visa Qualified	0.15	%
MasterCard Qualified	0.15	%
Discover Qualified	0.15	%
Amex Qualified		%

ADDITIONAL BUSINESS OWNER (1)

First Name		Last Name		Street Address 1		
% Ownership		SSN		Street Address 2	City	
Date of Birth		Mobile Phone		State	ZIP	
				Country		

ADDITIONAL BUSINESS OWNER (2)

First Name		Last Name		Street Address 1		
% Ownership		SSN		Street Address 2	City	
Date of Birth		Mobile Phone		State	ZIP	
				Country		

ADDITIONAL BUSINESS OWNER (3)

First Name		Last Name		Street Address 1		
% Ownership		SSN		Street Address 2	City	
Date of Birth		Mobile Phone		State	ZIP	
				Country		

ADDITIONAL BUSINESS OWNER (4)

First Name		Last Name		Street Address 1		
% Ownership		SSN		Street Address 2	City	
Date of Birth		Mobile Phone		State	ZIP	
				Country		

BANKING AND PROCESSING

DEPOSIT AND WITHDRAWAL BANK ACCOUNT	
Bank Name	Key Bank
Account Type	☒ Business Checking ☐ Savings
Routing Number	12500574
Account Number	1828

PROCESSING VOLUME	
Average Monthly Card Volume	\$ 1500000 / month
Average Transaction Amount	\$ 300.00

PRODUCT / SERVICE DELIVERY WINDOWS	
On average, Products / Services are delivered in	
☒ 0-7 Days ☐ 8-14 Days ☐ 15-30 Days ☐ 30+ Days	

MODE OF TRANSACTION	
In Person	25 %
Telephone	25 %
Online	50 %
Must total 100%	



Merchant Processing Application and Agreement

Please review the information below and sign if everything looks right. If you have any questions please contact your representative.

SETUP INFORMATION	
Sales Code	VALI011
Application Platform	North

BUSINESS DETAILS	
CONTACT INFORMATION	
First Name	John
Last Name	Nield
Email	jnield@marysvillewa.gov
Phone Number	(360) 363-8015

BUSINESS INFORMATION	
NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)	
Business Legal Name	City of Marysville
DBA Name	City of Marysville, WA
Tax Filing Name	City of Marysville
Tax Filing Method	☒ EIN ☐ SSN
Tax ID (EIN)	XX-XXX1459
Type of Ownership	
☒ Government ☐ Individual / Sole Proprietor ☐ Limited Liability Company ☐ Non-Profit Org ☐ Partnership ☐ Private Corporation ☐ Public Corporation	
☐ Tax Exempt	
Stock Exchange (Only applicable for Public Corporations)	
☐ NYSE or NASDAQ ☒ Other/Not Applicable	
Industry (MCC)	4900 - Utilities - Electric, Gas, Water, and Sanitary
Business Description	Utility payments for residents of City of Marysville
Industry Options	☐ Quasi Cash
Business Start Date	1884-01-01
Website	https://marysvillewa.gov/
Business Phone	(360) 363-8001

BUSINESS ADDRESS		BUSINESS LEGAL MAILING ADDRESS	
Street Address 1	1049 State Avenue	Street Address 1	1049 State Avenue
Street Address 2		Street Address 2	
City	Marysville	City	Marysville
State	Washington	State	Washington
ZIP	98270	ZIP	98270
Country	United States of America	Country	United States of America

OWNER INFORMATION

Please provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business.

BUSINESS OWNER INFORMATION	
First Name	Jon
Last Name	Nehring
Street Address 1	
% Ownership	%
Personal Guarantee	☐ Yes
Street Address 2	
City	
SSN	
Date of Birth	
State	
ZIP	
Mobile Phone	
Country	United States of America
Email	

SCHEDULE OF FEES AND COSTS.
Online, IVR, Kiosk Services

SCHEDULE OF FEES
Online, IVR, Kiosk

Description	Rate	Note
IVR Successful Payment	\$1.00	Per Transaction
Online Payment Transactions	\$0.05	Per Transaction
ACH transactions	\$0.15	Per Transaction
ACH returns	\$1.50	Per Return
IVR declined payments	\$0.00	Per Call
IVR Balance Check Validated	\$0.00	Per Call
SRS Shut Off Reminder System	\$0.10	Per Notification



Services

1. E-Statements and Mail
2. E-Statements
3. Over the Counter Payments
4. Over the Counter Payments
5. Lock Box Services

Tier Pricing

2. E-Statements	1-2 Services	3-4 Services	5-6 Services	Description of Charges
Statements Set Up - WAIVED	\$1,250.00	\$500.00	\$350.00	Covers programming costs and statement layout
Statement processing	\$0.25	\$0.25	\$0.20	Per e-statement sent, BDS will set up a data base of all customers signed up to receive E Statements, pull the print file so that no paper statement is mailed and attach any "inserts" PDF Images to the statement image so that all customers receive special notices.
Annual Maintenance	\$300.00	\$250.00	\$200.00	Includes technical support assistance, customer service for taxpayer questions and issues, and minor web site messages editing etc.
Set Up Import Data File	Included	Included	Included	This charge would only apply if BDS does not process the Print & Mail file to enable BDS to have customer validation data for the reports and Import file to the clients software
Web Posting PDF Images	Included	Included	Included	Included with Print and Mail statements
	1-2 Services	3-4 Services	5-6 Services	Description of Charges
	\$1,500.00	\$750.00	\$500.00	Our Graphic Designers will create a custom page to match your website.
	Waived	Waived	Waived	
	\$800.00	\$600.00	\$500.00	Website maintenance includes minor page modifications i.e. contract information / disclaimer messages etc. Import files including text reports.
	no charge	No Charge	No Charge	Cardholder pays a small percentage (est. 2.75%), County has no cost for merchant fees. See attached for details.

Schedule of Fees	Estimated Monthly Volume	Unit Price	Total
On-line job viewing : included			\$0
Any additional services or products that could benefit the City, please list here.			
Those accounts that do not require # 9 return env, i.e. auto pay BGS credit back the cost of the # 9 env		-0.020	\$0
Merging of like address or name and address match, save the city postage and cost of envelopes, over 7 pages			\$0
are put into either 6 x 9 envelopes or if over 10 pages to flat envelopes, postage billed at cost, Manual files add			\$0
per 1st page manual count to cover the cost of the manual envelope and extra labor		0.300	\$0
			\$0
			\$0
			\$0
Optional Services that may be added at a later date, not part of RFP currently.			
Ability to integrate billing and payment options online		YES SEE ATTACHED	
Ability to provide paperless e-billing		YES SEE ATTACHED	
Ability to provide real-time customer support on billing inquiries			\$0
IVR calls		YES SEE ATTACHED	
IVR - The City wants to have the ability to automatically make courtesy/reminder calls to delinquent customer as well as finale accounts before they go to collections : bds can also link the outgoing calls to IVR payments		YES SEE ATTACHED	

Schedule of Fees	Estimated Monthly Volume	Unit Price	Total
8.5 x 11 color 1-side: full Color, see attachment for under 4 color special pricing	11,500	0.150	\$1,725
8.5 x 11 color 2-side: full Color, see attachment for under 4 color special pricing	11,500	0.170	\$1,955
3 5/8 x 8.5 black & white 1-side: Plus flat fee of \$25.00 for cutting	11,500	0.030	\$345
3 5/8 x 8.5 black & white 2-side: Plus flat fee of \$25.00 for cutting	11,500	0.035	\$403
3 5/8 x 8.5 color 1-side: Plus flat fee of \$25.00 for cutting full Color, see attachment for under 4 color special pricing	11,500	0.045	\$518
3 5/8 x 8.5 color 2-side: Plus flat fee of \$25.00 for cutting full Color, see attachment for under 4 color special pricing	11,500	0.055	\$633
Inserts, city provided and folded	11,500	0.010	\$115
Bill Imaging and Retrieval			
Archive Images : see online viewing 24 month archives history of all images searchable by name / account number			\$0
On-line job tracking/reporting No charge		0.000	\$0
On-line viewing 24 month archived pdf images of bill, searchable by name or account number price per pdf image posted		0.010	\$0
Estimated # of days from receipt of file to bill in customer's mailbox: depending on customer's rural routes		2 to 3 days	
Payment processing			
One time set up and annual license with Profit Stars		1500.00	
Annual Profit Stars license renewal		700.00	
Electronic check presentment : BDS cost to process and submit to Profit Star for deposit - NEXT DAY FUNDING		0.130	\$0
Electronic Deposit to Bank of America: Bill by Profit Stars/ Jack Henry direct to Client: ACH Transactions/ Individual Accts		0.150	\$0
CK21 transactions / business checks		0.200	
Photocopies: If needed per copy		0.100	\$0
Monthly Charge: Profit Stars monthly statement fee billed direct to the City		15.00	\$0
Return Check FEE from Profit Stars ACH = 1.50 for CK21 = \$2.50			
PO Box Fee: at cost depending on size estimated annual		136.00	\$0
Return Mail Deliveries via courier to City : returned USP, USPS ground or overnight at cost			\$0
Postage: at cost			\$0
Image Check only/Check list, Included in processing cost, all check & stubs available on the Admin Site by account			\$0
Image Multiple Included in Cost			\$0
Image Retail single Included in Cost			\$0
Non Processable : BDS post to admin site unable to identify images, emails client to view and advise how to process			\$0
or to return to the city			
Transmission Charge : Included			\$0
Bill Imaging and Retrieval: 24 month history included plus 120 day history on the Profit Stars site included no charge			\$0
Archive Images : see above			\$0
create import file to City's software to post payments , Included no charge			
On-line job tracking/reporting: Included			\$0



Schedule of Fees	Estimated Monthly Volume	Unit Price	Total
Preprocessing Regular Bills: on custom preprinted stock including static backer/ duplexed information	11,500	0.125	\$1,438
Preprocessing Past Due Notices on red colored stock	2,700	0.135	\$365
Preprocessing Shut Off Notices on yellow colored stock	1,700	0.135	\$230
Preprocessing Final Bills	350	0.125	\$44
Merging like addresses / or name and addresses into single mailing	tbd	0.060	
Laser printing simplex		Included	
Laser printing duplex : duplex back on shut off and Past Due bills in black ink	4,400	0.010	\$44
Highlight laser printing option variable date in color / price per color	tbd	0.015	
Postage at cost estimated USPS presorted CASS Certified rate		0.405	\$0
Sales Tax at cost depending on county / city, BDS has agreement with WA state to exempt postage from taxable sales estimate @ 8.8%			\$0
Fold & Insert	16,250	Included	
Insert #9 white envelope BDS Standard single window envelopes	16,250	Included	
Fold & Insert single page	16,250	Included	
Fold & Insert multiple pages See Additional merging of addresses		Included	
Presort/Barcode, bundle, tray and delivery to USPS		Included	
NCOALink Processing		n/c	
Paper 8.5 "x 11" 24# White regular and final with one perforation at the bottom, front and back printing	11,850	Incl in .125	
Paper 8.5 "x 11" 24# Pink Past Due Notice with one perforation at the bottom, front and back printing	2,700	Incl in .135	
Paper 8.5 "x 11" 24# Yellow Shut Off Notice with one perforation at the bottom, front and back printing	1,700	Incl in .135	
#10 - 24# white Generic double window envelope with security tint	16,250	Incl in above	
Programming			\$0
Document changes: BDS does not charge for minor layout or formatting changes, for major changes will quote time @ 125.00per hour			\$0
Initial programming and set up	1	600.00	\$600
Training		N/C	
Printing of Inserts (Inserts used As Needed, not necessarily every month)			\$0
Inserts that Vendor prints and folds.			\$0
8.5 x 11 black & white 1-side	11,500	0.070	\$805
8.5 x 11 black & white 2-side	11,500	0.085	\$978

EXHIBIT C
SCHEDULE OF FEES AND COSTS.
Lockbox Services

EXHIBIT B
Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.

Gravity Payments to Provide Merchant Services Processing.

EXHIBIT A

Scope of Services

The Consultant will provide the Services requested by the City in conformance with the proposal it submitted to the City's request for proposals related to online bill presentation, bill payments, and bill notifications (the "Proposal"). The Consultant's Proposal is attached hereto and incorporated by this reference. The Consultant will invoice the City for Services provided, in conformance with the terms of its Proposal.

"Services" will include lockbox processing, bill printing, online bill presentment, web payments, phone payments, customer self-service kiosk (price of Kiosk is \$15,000.00) and processing done by Drive Payments which is wholly owned and operated by Billing Document Specialists, a division of Valli Information Systems Inc with current pricing as stated in previously signed contracts:

1. Online Bill Presentment and for Online and Phone Payment Provider said Substituted Professional Services Agreement being dated March 6, 2017 and terminating on March 31, 2022

2. Lockbox services for the City of Marysville's utility billing customers (the "Original Agreement"), said Original Agreement being dated August 18, 2014; and extended the term of the Original Agreement in a supplemental amendment, said Supplemental Agreement No. 1 being dated August 6, 2019; and extended the term of the Supplemental Agreement No. 1 in a second supplemental agreement (the "Supplemental Agreement No. 2"), said Supplemental Agreement No. 2 being dated July 14, 2020 and terminating on September 20, 2021

Billing Document Specialists, a division of Valli Information Systems Inc will indemnify the City of Marysville from any issues that could arise from Gravity Payments.



Agenda Bill

AGENDA ITEM NO. 16.

DATE: September 14, 2026

SUBMITTED BY: Jim Lawless, Assistant Chief

PRESENTED BY: Jim Lawless, Assistant Chief

ITEM TYPE: Ordinance

AGENDA SECTION: New Business

SUBJECT:
An **Ordinance** Prohibiting Parking On Ash Avenue South of the 3rd Street Alley

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

SUMMARY:
Previously, Ash Avenue south of the 3rd Street Alley had been utilized and a Community Transit Park and Ride. The City has applied to WSDOT vacate this property and turn it over to the City.at park and ride is no longer functioning. This request is in process and we expect a decision from WSDOT in the next six months. In the meantime, the City has also requested that WSDOT authorize no parking as this section of Ash Avenue has no residences or businesses abutting it and there is no need for street parking in this area. As a result of there being no businesses or residences, the area has been a magnet for overnight parking, subjects camping and illegal activity. The east side of Ash Avenue is owned by the City and no parking will be posted with Council approval of this Ordinance. No parking will be posted on the west side upon approval of WSDOT or after the vacation, whichever comes first.

ATTACHMENTS:
Ordinance - Prohibiting Parking on Ash Avenue South of the 3rd Street Alley

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, PROHIBITING PARKING ON ASH AVENUE SOUTH OF THE
3RD STREET ALLEY.**

WHEREAS, RCW 46.61.570(2) authorizes the city council to place restrictions on parking on city streets; and

WHEREAS, the parking area south of the 3rd Street alley on Ash Avenue was established as part of a state park and ride; and

WHEREAS, this area is no longer utilized as a park and ride because the park and ride was relocated to the north; and

WHEREAS, there is no business or residential need for parking on Ash Avenue south of the 3rd Street alley; and

WHEREAS, the area is being used for overnight parking and other parking unrelated to any business, residential, or park and ride purposes; and

WHEREAS, parking in this area has resulted in calls for police service; and

WHEREAS, parking should be prohibited on Ash Avenue south of the 3rd Street alley to enhance public safety and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. Signs shall be posted prohibiting parking on Ash Avenue south of the 3rd Street alley and the Mayor shall take any other measures necessary to enforce this prohibition.

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

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

SECTION 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2026.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____



Agenda Bill

AGENDA ITEM NO. 17.

DATE: September 14, 2026

SUBMITTED BY: Chari Taber, Deputy City Clerk

PRESENTED BY: Jon Nehring, Mayor

ITEM TYPE: Appointment

AGENDA SECTION: Mayor's Business

SUBJECT:
Appointment of Elina Pugacheva to the Planning Commission

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
Planning Commission - Pugacheva



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 ELINA PUGACHEVA as a member of the PLANNING COMMISSION of the City of Marysville, pursuant to the Marysville Municipal Code 22G.050.020; dated this 14TH day of SEPTEMBER 2026.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the PLANNING COMMISSION of the City of Marysville in the manner required by law.

Dated this 14TH day of SEPTEMBER 2026.

ELINA PUGACHEVA

This term of appointment expires on TUESDAY, SEPTEMBER 14, 2032.